

COLLECTIVE BARGAINING AGREEMENT

between

RAINN

(Rape, Abuse and Incest National Network)

and

Washington-Baltimore News Guild, Local 32035

Effective June 1, 2020

Expires May 31, 2025

TABLE OF CONTENTS

PREAMBLE4

ARTICLE I- RECOGNITION4

ARTICLE II - PROBATIONARY PERIOD4

ARTICLE III - DUES CHECKOFF4

ARTICLE IV - MANAGEMENT'S RIGHTS.....5

ARTICLE V - FILLING OF VACANCIES5

ARTICLE VI - SENIORITY.....6

ARTICLE VII- FAIR SHARE7

ARTICLE VIII - JOINT LABOR MANAGEMENT COMMITTEE7

ARTICLE IX- RESPECT AND DIGNITY8

ARTICLE X - HOURS, SCHEDULING, OVERTIME8

ARTICLE XI - WAGES9

ARTICLE XII- VACATION10

ARTICLE XIII - LEAVES11

ARTICLE XIV - SICK LEAVE12

ARTICLE XV - HOLIDAYS12

ARTICLE XVI - GRIEVANCE PROCEDURE AND ARBITRATION.....13

ARTICLE XVII - DISCIPLINE14

ARTICLE XVIII - NO STRIKE- NO LOCKOUT14

ARTICLE XIX- HEALTH INSURANCE15

ARTICLE XX- NO DISCRIMINATION.....15

ARTICLE XXI - POLITICAL ACTIVITY AND OTHER COMMUNICATIONS15

ARTICLE XXII - MISCELLANEOUS.....16

ARTICLE XXIII - SUCCESSORS AND ASSIGNS16

ARTICLE XXIV - SEPARABILITY & SAVINGS CLAUSE16

ARTICLE XV-MODIFICATION16

ARTICLEXVI-DURATION16

APPENDIX "A" - EMPLOYMENT REFERENCE CHECKS.....18

APPENDIX "B" - POLICY AGAINST DRUG AND ALCOHOL ABUSE.....18

APPENDIX "C" - DRESS GUIDELINES	19
APPENDIX "D" - TECHNOLOGY RESOURCES (INCLUDING ELECTRONIC COMMUNICATION AND INTERNET) USE	20
APPENDIX "E" - DATING RELATIONSHIPS BETWEEN EMPLOYEES	21
APPENDIX "F"	22

PREAMBLE

This agreement is made effective this June 1, 2020, between Rape, Abuse and Incest National Network ("RAINN" or the "Employer") and the Washington-Baltimore News Guild (the "Guild") chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all the employees described in Article I - Recognition.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for wages, hours, and terms and conditions of employment for all Safe Helpline Staffers and Safe Helpline Assistant Shift Managers employed by the Employer to perform call center services, but excluding all Safe Helpline Managers, Safe Helpline Shift Managers, Senior Safe Helpline Managers, and office clerical employees, managerial employees, confidential employees, guards, and supervisors as defined by the National Labor Relations Act (the "Act").

ARTICLE II - PROBATIONARY PERIOD

Section 1. Each applicant hired as an Employee will serve a probationary period of one hundred and twenty (120) days following the successful completion of training. The Parties may extend the probationary period by written agreement for any particular Employee for up to an additional sixty (60) days.

Section 2. During the probationary period and any agreed upon extension, the Employer shall have the right to discharge or discipline an Employee in its discretion with or without just cause. This action will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III - DUES CHECKOFF

Section 1. RAINN shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards, deduct from the paycheck of each employee and pay to the Guild not later than the thirty first (31st) day of the following month membership dues. Such amount shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished in writing to RAINN by the Guild. Such schedule may be amended in writing by the Guild not more than once per year. The Guild must give RAINN thirty (30) days' notice of any change in rates for the appropriate payroll deductions to be effectuated. An employee's voluntary written check-off authorization shall remain effective in accordance with the terms of such authorization.

Section 2. The Union agrees to refund any amounts remitted in error, upon presentation of evidence of error. The Employer agrees to rectify errors in deducting dues or remittance of aggregate dues upon presentation of evidence of error.

Section 3. The Employer shall not be liable to the Union or to any Employee by reason of the requirements of this Article, and the Union shall indemnify the Employer and hold it harmless against any and all suits, demands and liabilities that shall arise out of, or by reason of, any action that the Employer takes to comply with this Article.

Section 4. Check-off Authorization Form: The parties agree that the check-off authorization shall be in the form attached as Appendix F.

ARTICLE IV - MANAGEMENT'S RIGHTS

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

- a. to reprimand, suspend, discharge, or otherwise discipline Employees for cause;
- b. to determine the number of Employees to be employed and to hire Employees, determine their qualifications, and assign and direct their work;
- c. to promote, demote for just cause, layoff, recall to work;
- d. to set standards of productivity and/or the services to be rendered;
- e. to maintain the efficiency of the organization including to determine the methods, means, personnel, and facilities by which operations are conducted;
- f. to set the starting and quitting time and the number of hours and shifts to be worked;
- g. to close down, or relocate the Employer's operations or any part thereof or to expand, reduce, alter, combine, assign, or cease any job, department, operation, or service;
- h. to control and regulate the use of facilities, equipment, and other property of the Employer;
- i. to introduce new or improved research, service, materials, and equipment;
- j. to introduce new or improved methods of evaluations of products, services, and Employees;
- k. to determine the number, location and operation of departments, divisions, and all other units of the Employer;

Section 2. The Employer's failure to exercise any right hereby reserved to it, or the Employer's exercise of any such right in a particular way, shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE V - FILLING OF VACANCIES

Section I. When the Employer decides to fill a vacancy for ASM, the Employer shall post the opening internally and externally simultaneously.

Section 2. Postings for ASM's vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills).

Section 3. The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion. Current Employees within the unit who apply for and meet the qualifications of the ASM vacancy shall be given consideration and preference unless an outside candidate is more qualified as determined in management's discretion.

ARTICLE VI - SENIORITY

Section 1. Definition. Seniority for the purpose of this Agreement shall be defined as the employee's continuous length of service with the Company from the last date of employment or re-employment (Except as otherwise provided in this Article). Seniority shall be a factor for consideration within job classification in the following instances.

Section 2. Promotion, Demotion, Layoff, Permanent transfers. Seniority shall be a factor for purposes of promotion, demotion, layoff, recall after layoff, or permanent transfers, subject to an employee's skills, qualifications, training, ability to perform the work in a satisfactory manner, and record of performance at the Company.

Section 3. (a) Layoff. The Employer shall notify the Guild in writing as soon as it becomes aware of a need for a reduction in force, but no less than twenty (20) days' notice prior to any proposed reduction in force. The Employer will specify the job title and number of employees affected. During the first two-weeks of that notice period the Employer and Guild will discuss possible alternatives to a reduction in force. If alternative options to the reductions cannot be reached, affected employees will be given as much remaining notice as possible of the layoff.

(b) Except as provided below (Section 3(c)), employees shall be laid off in reverse order of seniority within job classification, so long as the more senior employee(s) has the skills, qualifications, training, and ability to perform the remaining work in a satisfactory manner.

(c) Employees whose user feedback scores are below 4.0 for length of their service will be laid off first in reverse order of seniority.

(d) Laid-off Employees shall be placed upon a rehiring list for one year. Employees shall be recalled from layoff in order of seniority within job classification taking into consideration the employee's skills, qualifications, training, ability to perform work in a satisfactory manner, and record of performance at the Company. If the employee's skills, qualifications, training, ability to perform work in a satisfactory manner and record of performance are not equal, seniority shall be a factor of consideration. Employees laid off and subsequently recalled and who return to work as directed will retain their former seniority.

(e) To satisfy the recall requirements under this Article, the Employer shall contact the employee about the recall opportunity by sending one email to the last known email address of the individual and by placing one call to the last known phone number. An employee who does not respond within three (3) days (exclusive of weekends or holidays under this agreement) or who declines to return shall be removed from the rehire list.

Section 4. Termination of Seniority. An employee's seniority shall be terminated upon 1) discharge for cause or voluntary quit, 2) failure to return to work or notify the Company of an acceptable cause within three (3) days (exclusive of weekends or holidays under this agreement) after notification by certified mail or email (to last address, or electronic

address on file with the Company) of recall after layoff, provided that an employee who is notified by telephone or electronic mail and who reports to work as scheduled need not be notified by certified mail. An employee who voluntarily quits, or is laid off, and returns within twelve (12) months shall have their seniority restored to the date their employment ended and retain their previous pay rate plus any contractual increases that may have occurred. An employee promoted or transferred outside of the Guild's jurisdiction and who remains continuously employed by the Employer and later returns to the Guild bargaining unit shall retain the employee's seniority at the time of promotion or transfer.

ARTICLE VII - FAIR SHARE

Section 1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty first (31st) day following the beginning of such employment, become and remain members in good standing in the Guild.

Section 2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of The News Guild-CWA and the by-laws of the Washington-Baltimore News Guild.

Section 3. The Employer agrees to supply the Guild once each year with a list of all employees in the Guild bargaining unit, showing name, address, date of birth, date of hiring, job title and wage. To the extent that gender identity and race are in the possession of the Employer, it will be provided. The Employer further agrees to supply to the Guild once each month a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or wages.

Section 4. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement

ARTICLE VIII - JOINT LABOR MANAGEMENT COMMITTEE

A joint labor-management committee is established. The committee shall have two representatives chosen by RAINN and two representatives selected by the Guild. RAINN and the Guild may mutually agree to allow additional representatives to serve on the committee. The committee will meet for 60 minutes, three times per year or by a mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern. Time spent in such meetings by employees serving on the labor-management committee will be unpaid.

ARTICLE IX - RESPECT AND DIGNITY

The parties acknowledge the following fundamental understandings:

- a. RAINN and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of RAINN, and to meet the highest standards in such service.
- b. RAINN and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all employees of RAINN with respect and dignity.
- c. The Employer agrees to work with the Labor Management Committee to improve positive employee-management relations.

ARTICLE X - HOURS, SCHEDULING, OVERTIME

Section 1. Overtime is any time worked by an Employee in a work week in excess of 40 hours. RAINN's work week is defined as Monday through Sunday.

Section 2. All Employees shall be granted an uninterrupted paid maximum fifteen (15) minute break for every four hours worked during a work shift. Two fifteen (15) minute breaks may be combined into one uninterrupted paid maximum 30-minute break at the request of the Employee and with the approval of management. Breaks will be scheduled by management based on operational needs. Breaks may not be taken during the last hour of an Employee's work shift. Breaks may not be rolled over from shift to shift.

Section 3. (a) The monthly (bi-monthly beginning with November 2020, the schedule posted in October 2020) schedule shall be posted no later than the twenty first (21st) of the preceding month. Employees shall submit their availability for shifts when hired. If there are changes in availability, Employees must submit change requests to the SHL Manager by the fifth (5th) of the preceding month prior to the scheduling period, at which time the Manager may approve or deny the request. The scheduling period is defined as a calendar month (bimonthly beginning November 2020). Employees may request time off one month in advance by the fifth (5th) of the preceding month, which the Employer may grant or deny based on staffing needs. Shifts shall be scheduled on the basis of availability and merit. Employees may not work double shifts without management's prior approval. There shall be a minimum of twelve hours between scheduled shifts, except at the request of the employee and with the approval of management. An employee may not sign up for or work shifts totaling more than one hundred and twenty (120) hours in a calendar month without the explicit approval of management. At management's discretion, ASMs may be scheduled for either ASM or staffer shifts, but shall be paid at the Staffer rate when filling a Staffer shift.

(b) Until November 2020, Employees shall work/be scheduled a minimum of sixteen (16) hours a month. Vacation and other authorized leave shall count toward the minimum hours required each month but employees shall not use such leave as the sole means to meet their minimum hours for more than two consecutive months. Employees shall provide open availability of at least 24 hours for purposes of scheduling the minimum sixteen (16) hours per month.

(c) Effective November 2020, Employees shall work/be scheduled a minimum of

minimums but employees shall not use such leave as the sole means to meet their minimum hours for more than two consecutive months. Employees must provide open availability of at least thirty-six (36) hours for purposes of scheduling the minimum twenty-four (24) hours per month. Employees may also set a maximum number of hours they are able to work in a month, as long as it is at least twenty-four (24) hours.

(d) Commencing with the November/December 2020 schedule work schedules for part-time employees will be bid through the following "shift bid" process for tier 1 and tier 2 employees:

For purposes of shift bidding, employees shall be classified by seniority as follows:

Tier 1: 4+ years of service

Tier 2: 2-4 years of service

Tier 3: less than 2 years- not eligible for bidding preferred shifts

This section applies to eligible staff for all positions/shifts (both ASMs and staffer shifts).

Preferred Shifts are defined as follows:

- 7 am to 3 pm and 7 am to 1 pm Saturday and Sunday
- 7 pm to 11 pm Sunday - Thursday.

Shift Bids will be due on the following dates:

- Shift bids must be submitted by the 5th of the month the preceding the two-month schedule, i.e. October 5, 2020 for the November/December 2020 schedule.
- Tier 1 and 2 employees must submit shift bids, and all employees must submit availability, with a minimum availability of 36 hours in a month, and vacation requests no later than close of business on the last day of the Shift Bid Period (5th). A request for availability and bids will be emailed on the first of the month in advance of the schedule (i.e. Oct. 1, 2020 for the November/December 2020 schedule).

Employees may sign up for preferred shifts as follows:

- Tier 1 staff are eligible to sign up for 2 preferred shifts for each month prior to other staff being scheduled.
- Tier 2 staff are eligible to sign up for 1 preferred shift for each month prior to other staff being scheduled.

Company's Discretion to Change Schedule as Needed

The Company will use its best efforts to schedule employees based on such employee elections, subject to the Company's ability to schedule employees as needed to ensure adequate staffing and coverage.

Failure to Provide Minimum Hours of Availability

If an employee fails to provide at least thirty-six (36) hours of availability in a month, employee will not be eligible to work the twenty-four (24) hour minimum, will be required to work the shifts as assigned, and may be subject to a verbal warning.

A second instance of failing to provide the appropriate minimum hours of availability in a month within a 12-month period of receiving a verbal warning for the first instance will result in not being eligible to work the appropriate minimum, will be required to work the shifts as assigned, and the employee may be subject to discipline, up to a written warning.

The third instance of failing to provide the appropriate minimum hours of availability in a

instance, may be subject to discipline, up to and including termination.

Section 4. All Employees are required to be present and prepared to log-in to a computer and begin work at the start of their scheduled shift.

Section 5. The Employer's Safe Helpline must remain in operation at all times, regardless of the weather. At all times, regardless of the weather, Employees are expected to arrive at RAINN's office on time for their work shifts and complete their work shifts at RAINN's office, unless instructed otherwise by management. In the event the office is closed, employees may be required to telework.

Section 6. (a) Employees may drop a shift in a non-emergency situation a maximum of one time every six months. In such cases, the Employee shall consult with management as soon as practicable to facilitate coverage but must do so at least twenty-four (24) hours in advance. When an employee has a significant change in their non-RAINN work schedule that will impact their scheduled shifts, they should notify management as soon as possible. They will be removed from scheduled shifts more than seven (7) days away with no repercussions, but will be responsible for finding coverage for any scheduled shift within the next seven (7) days that they are not able to work. Finding coverage or working these scheduled shifts is the employee's responsibility and failure to do so will be treated as an absence for each scheduled day missed and subject to progressive discipline.

(b) When an employee is sick or using other authorized leave, or in emergency situations outlined in (c) below, they shall not be required to find coverage for their shift. The shift manager shall be responsible for finding a replacement.

(c) In other emergency situations including, car accidents, death in the family, Employees must provide proof of the emergency situation to the extent allowed by law. Employees who fail to work a shift as a result of an emergency situation and fail to provide proof (discharge papers, police report, obituary, etc.) will be considered a no show.

(d) RAINN shall continue the policy of allowing employees to swap shifts. Swaps should be within the period of posted schedules with at least twenty-four (24) hours' notice via email to their shift manager on duty with a copy to the SHL Director.

Section 7. RAINN shall continue the policy of filling shifts vacated due to illness or other reasons with the first qualified employee who responds. ASMs shall be allowed to fill vacant Staffer shifts, but shall be paid at the Staffer rate when filling a Staffer shift.

ARTICLE XI - WAGES

1. Effective June 1, 2020, hourly wages for all covered employees shall be increased to the new minimums below, if they have completed their probationary period (probationary employees shall receive their increase upon passing probation).

<u>Classification</u>	<u>Wage</u>
Staffer	20.00
ASMs	21.19

2. Effective June 1, 2021, hourly wages for all covered employees shall be increased to the new minimums below if they have completed their probationary period (probationary employees shall receive their increase upon passing probation):

<u>Classification</u>	<u>Wage</u>
Staffer	0 20.60

ASM 21.83

3. Effective June 1, 2022, hourly wages for all covered employees shall be increased to the new minimums below, if they have completed their probationary period

Classification Wage

Staffer	21.22
ASMs	4 22.48

4. Effective June 1, 2023, hourly wages for all covered employees shall be increased to the new minimums below, if they have completed their probationary period (probationary employees shall receive their increase upon passing probation):.

Classification Wage

Staffer	\$21.86
ASMs	\$23.15

5. Effective June 1, 2024, hourly wages for all covered employees shall be increased to the new minimums below, if they have completed their probationary period (probationary employees shall receive their increase upon passing probation):.

Classification Wage

Staffer	\$22.51
ASMs	\$23.84

6. Effective June 1, 2020, any staffer or ASM who is above minimum shall receive 11% (eleven percent) increase.
7. Effective June 1, 2021, any staffer or ASM who is above minimum shall receive a 3% increase.
8. Effective June 1, 2022, any staffer or ASM who is above minimum shall receive a 3% increase
9. Effective June 1, 2023, any staffer or ASM who is above minimum shall receive a 3% increase.
10. Effective June 1, 2024, any staffer or ASM who is above minimum shall receive a 3% increase.

11. Effective June 1, 2020, covered employees working the overnight shift from 11 pm to 7 am shall be paid a shift differential of \$2.50 per hour,.

12. All covered employees, who have completed the probationary period, will receive a bonus of extra vacation time submitted into his/her vacation bank as long as the covered employee is still employed at RAINN on January 1 of the following year. The vacation bonus will be calculated as equal to .0192 hours for each hour worked in the previous calendar year (after successful completion of probationary period).

13. Employees who work 6:30 p.m. to 7 a.m., seven days a week, are allowed access to underground parking spots in the building for twenty (20) Safe Helpline employees. Employees must move their cars by 7 a.m. and they do not otherwise have rights to park in these spots outside of the hours of 6:30 p.m. to 7 a.m. This provision is based on current building availability and can be revoked by the building at anytime.

14. There shall be no reduction in wages as a result of this Article.

ARTICLE XII - VACATION

Section 1. Beginning with the first month of employment, or from the date of the execution of this Collective Bargaining Agreement, whichever is later, employees accrue paid-vacation time at the rates specified below:

Employed for	Paid Vacation Time Accrued
Probationary Period	No time accrued
Balance of Year 1, Year 2	.0461 hours for every hour worked
Years 3 and 4	.0577 hours for every hour worked
Years 5 through 10	.0692 hours for every hour worked
Years 10+	.0846 hours for every hour worked

Vacation entitlements will accrue at the appropriate month-by-month rate based on the employee's length of service. An employee may take accrued vacation time at any time upon completion of six months of employment, or sooner with the approval of their direct supervisor.

Section 2. No more than 200 hours of paid vacation time may be accrued and available for use by any employee at any point in time. Vacation accrual will cease when an employee has reached a maximum of 200 hours. The suspension of paid-vacation time accrual will remain in place until leave usage causes the employee's balance of accrued leave to again fall below the 200-hour ceiling.

All use of vacation leave must be planned and approved in advance by the employee's direct supervisor. The employee shall submit their vacation request prior to the scheduling period by the (5th) of the preceding month to the SHL Manager. Vacation leave may be taken in full-day or partial-day increments.

Section 3. Upon termination of employment, employees will be paid for all accrued but unused vacation time, unless employment is terminated for cause.

ARTICLE XIII - LEAVES

Section 1. Bereavement Leave: Employees will be entitled to up to five shifts of unpaid leave due to a serious illness or death of the Employee's spouse, domestic partner, child, stepchild, sibling, parent, grandparent, grandchild, father- or mother-in-law, son- or daughter-in-law, or brother- or sister-in-law. To receive unpaid bereavement leave, the Employee must previously be scheduled to work the hours for which the Employee seeks the unpaid bereavement leave. This leave must be taken within seven calendar days of the event triggering the leave for which the Employee seeks the unpaid bereavement leave.

Section 2. Military Leave: The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

Section 3. The DC and Federal Family and Medical Leave Act shall apply to the employees of RAINN who have at least six (6) months of service, regardless of the number hours worked in the previous year. For the purposes of this section, a domestic partner shall be treated the same as a spouse.

Section 4. Jury/Court Duty: An employee called for jury duty will be allowed the necessary time off to render such civic service. The Employee will be paid the difference between jury duty pay and their regular wages for the periods of jury duty coinciding with the days when the employee is scheduled work hours. Employees must submit proof of their service of jury duty before leave for such jury duty will be paid.

Section 5. Guild Leave: Employees who are members of the Guild bargaining team shall be excused from work, without pay, for time spent bargaining, including caucus time, provided they notify RAINN of their need for such an excusal in a timely manner as soon as practicable so that RAINN can remove those employees from the schedule and find coverage for their excused work time.

Section 6. Authorized leave under this Article shall not constitute a break in continuity of service. RAINN shall be responsible for filling any vacated shifts due to authorized leaves-taken under this Article.

ARTICLE XIV - SICK LEAVE

Section 1. Employees will earn one hour of sick leave per every 30 hours worked. Employees will retain any unused, accrued sick leave as of the date of this agreement.

Section 2. Sick leave may be accumulated from year to year. No more than 160 hours of sick leave may be accrued and available for use by any employee at any point in time. Sick leave accrual will cease when an employee has reached a maximum of 160 hours. The suspension of sick leave accrual will remain in place until sick leave usage causes the employee's balance of accrued sick leave to again fall below the 160-hour ceiling.

Section 3. Sick leave may be used for an employee's or family member's (including domestic partner) illness, injury or medical appointments, and seeking or obtaining medical, social, or legal services for an employee or family member who is the victim of stalking domestic violence or sexual abuse.

Section 4. Management may require employees to produce documentation (in the form of a doctor's note or other written documentation) for any absence of three (3) or more consecutive scheduled shifts.

Section 5. Sick leave will not be paid out at termination of employment.

ARTICLE XV - HOLIDAYS

Section 1. Employees required to work on any hours on the holidays listed below shall receive one and one-half hour's pay for every hour worked on the holiday. Holiday hours begin at 11:00 P.M. of the night before the holiday and end at 10:59 P.M. of the holiday. These holidays are:

- a. New Year's Day
- b. Martin Luther King Day
- c. Presidents' Day
- d. DC Emancipation Day
- e. Memorial Day
- f. Juneteenth (only if the Congress and the president establish it as an official Federal holiday)
- g. Independence Day
- h. Labor Day
- i. Columbus Day
- j. Veterans' Day
- k. Thanksgiving Day
- l. Friday after Thanksgiving
- m. Christmas Day

ARTICLE XVI-GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute between the employer and the Guild, or between the employer and any employee concerning the effect, interpretation, application, claim or breach or violation of this Agreement, or any dispute that may arise between the Parties. Grievances shall be filed in writing with the Self Helpline Manager, noting the invocation of this Article, within fifteen calendar days after the occurrence or within fifteen calendar days after the grievant becomes aware of the occurrence or should have reasonably become aware of the occurrence. In the event a grievance is not filed within the time limit, the grievance shall be considered resolved and no further action, including pursuit of the grievance in arbitration, shall be allowed. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

Section 2. Step One: There shall be a meeting between the grievant, a shop steward, and the immediate supervisor within fifteen (15) calendar days of the receipt of the written grievance. The employer shall respond in writing within fifteen (15) calendar days of the Step One meeting. If the employer does not respond, the Guild may move the matter to Step Two of the grievance process.

Section 3. Step Two: If the matter is not resolved at Step One, the Guild may move the matter to Step Two of the grievance process by notifying RAINN's HR Manager in writing within fifteen calendar days of employer's response to Step One. There shall be a meeting between a Guild representative, a shop steward, the grievant, and up to two (2) RAINN managers within fifteen (15) calendar days of receipt of the written grievance. The employer shall respond in writing within fifteen (15) working days of the Step Two meeting. If the employer does not respond, the Guild may move the matter to arbitration.

Section 4. Any dispute not settled under the grievance procedure provided above, shall be submitted for arbitration by either the Guild or the Employer in the following manner:

- a. Notice of intent to arbitrate must be given in writing to the other and explain the issue. Any request for arbitration must be submitted in writing no later than thirty (30) calendar days after the issuance of the Employer's Step 2 response.
- b. Arbitration shall be taken before an arbitrator mutually agreed upon between the parties. Should the Parties fail to agree on an arbitrator the matter shall be heard before the American Arbitration Association (AAA). The Parties will strike and rank arbitrators from the AAA panels until mutual agreement is reached.

Section 5. The decision or award of the arbitrator shall be final and conclusive and binding on all Parties to this Agreement. The arbitrator shall have no power to add to, subtract from, alter, or

in any way modify the terms of this Agreement. Costs of arbitration shall be shared equally between the Guild and the Employer, but each Party shall pay the fee of its own attorney.

Section 6. The term "grievant" shall be construed to include: any individual Guild member, a group of Guild members, or, RAINN management.

Section 7. The time limits set forth in this Article may be extended upon mutual agreement of the Parties.

ARTICLE XVII - DISCIPLINE

Section 1. Employees who have completed the new-hire probation shall not be subject to discipline or discharge except for just cause.

Section 2. Any employee and the Guild shall have the right to review the employee's own personnel file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee's file.

Section 3. If no other discipline has been received, notices of discipline shall be removed eighteen (18) months after issuance.

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

Section 1. For the duration of this Agreement, the procedures described herein for settlement of grievances shall serve as the means for peaceful settlement of all disputes that may arise between the Parties regarding this Agreement. During the term of the Agreement or extension thereof, the Union will not collectively, concertedly, call, engage in, participate, directly or indirectly in, work stoppages, slowdowns, strikes, "sick outs," sympathy strikes, or any other interference with or interruption of work (hereinafter referred to as "Prohibited Activity"). The Company agrees that it shall not lock out its employees during the term of this Agreement.

Section 2. In the event that an employee or employees engage in any of the actions set forth in Section I of this Article, which the Union has agreed not to call, authorize, condone or support, such employee and those participating with him/her shall be immediately discharged. The term "slowdown" shall mean an intentional or willful act on the part of the employee to restrict the operations of the Company by the use of any means within the employee's reasonable control.

Section 3. In the event that the employee or employees engage in any of the Prohibited Activity set forth in Section I of this Article, the Union, immediately, upon receipt of written or electronic notice from the Company, shall be obligated to do the following things:

- a) Advise the Company, in writing or electronically, that the Prohibited Activity has not been called or sanctioned by the Union.
- b) Advise the worker(s) involved that such actions are unauthorized, and further order the worker(s) to return to work immediately.

Section 4. The obligation of the Union shall be limited to the performance of the acts required by Section 3, and upon compliance by the Union with the provisions of Section 3 of this Agreement, the Union and its officers, agents, and members shall have no further liability during the term of this contract and thereafter, for any damage suffered by the Company arising from or out of any stoppage or strike.

Section 5. In the event the Union fails to take the actions described in Section 3, the Union will be held liable and responsible for the actions of its members. If the Union, either directly or indirectly, authorizes supports, promotes, or condones any violation of this Article, the Company

will have all rights the law provides, including, but not limited to, entitlement to injunctive relief, court costs and attorney's fees.

Section 6. Neither the violation of any provisions of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local laws will excuse employees or the Parties from their obligations under this Article's provisions.

ARTICLE XIX - HEALTH INSURANCE

RAINN shall provide full-time unit employees with same health insurance provided to non-bargaining unit employees at the same rates.

ARTICLE XX - NO DISCRIMINATION

It is agreed that the parties to this Agreement will not discriminate against any employee because of union membership or activity, age, sex, race, creed, color, sexual orientation, gender identity or expression, national origin, religious beliefs, disability or political belief, or outside political activity - except as limited in Article XXI - Political Activity and Other Communications. The parties shall abide by all applicable federal and local laws and/or ordinances prohibiting discrimination in employment.

ARTICLE XXI - POLITICAL ACTIVITY AND OTHER COMMUNICATIONS

Section 1. Employees may engage in political activity, including volunteering for a campaign, endorsing a candidate, or making a financial contribution, on their own time. Employees may not use their affiliation with RAINN in such political activities and Employees must make clear that their political involvement is personal and in no way related to their employment at RAINN. Any public disclosure of an Employee's involvement with a campaign or other election activity may not note the Employee's affiliation with RAINN, except as otherwise required by law.

Employees may not use RAINN's office space, telephones, or other property, or RAINN's resources, for any political activity. Because RAINN is a 501(c)(3) charitable organization, RAINN is expressly prohibited from any involvement with a campaign or other election activity. Thus, any violation of these rules may subject Employees to discipline, up to and including termination.

Section 2. Employees who mention RAINN in a communication on any social networking site or who express either a political opinion or an opinion regarding RAINN's actions must include in the communication a disclaimer that the views expressed are those of the Employee and do not reflect the views of RAINN. Nothing in this article shall be construed as limiting an employee's rights under the National Labor Relations Act, including but not limited to, the right to engage in protected and concerted communications about hours, wages, and other terms and conditions of employment or employees' rights under the collective bargaining agreement.

ARTICLE XXII - MISCELLANEOUS

1. The Employer agrees to provide access to a bulletin board in SHL kitchen for the use of the employees represented by the Guild for Guild-related business.
2. The employer shall keep the SHL kitchen in working order, including an operational microwave, refrigerator, ice maker, coffee machine and toaster oven.

ARTICLE XXIII - SUCCESSORS AND ASSIGNS

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

ARTICLE XXIV - SEPARABILITY & SAVINGS CLAUSE

To the best knowledge and belief of the parties, this contract contains no provision, which is contrary to Federal or State Law or regulation. Should however, any provision of this Agreement at any time during the period provided for in this Agreement be in conflict with Federal or State Law or regulations, the Parties agree to negotiate with respect to such provisions, and said provisions shall continue in effect for the time being only to the extent permitted under said Federal or State Law or regulations. In the event that any provision of this Agreement is thus held inoperative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect, and if the Parties cannot reach an Agreement in the aforementioned negotiations, then either Party to this Agreement may submit the matter in dispute to arbitration as provided for in this Agreement.

ARTICLE XV - MODIFICATION

Any changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Guild.

ARTICLE XVI- DURATION

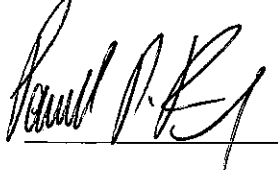
Section 1. This Agreement shall take effect on June 1, 2020, and it shall remain in full force and effect for five (5) years, until midnight, May 31, 2025, and for successive terms thereafter until notice of termination or modification is provided as required herein.

Section 2. In the event either Party wishes to terminate or modify this Agreement written notice of such intent shall be sent to the other party not less than sixty (60) days or more than ninety (90) days prior to the expiration date of the Agreement. Thereafter, the Parties shall meet to engage in good-faith negotiations for a new agreement at mutually agreed upon times and places.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this _ day of June, 2020.

FOR RAINN

FOR THE GUILD

 8/2/20

APPENDIX

APPENDIX "A" - EMPLOYMENT REFERENCE CHECKS

All requests for references on current and former employees are to be directed to Human Resources. Employees are not, under any circumstances, authorized to provide references or information related to a current or former employee's employment on behalf of RAINN.

APPENDIX "B" - POLICY AGAINST DRUG AND ALCOHOL ABUSE

RAINN's policy is to maintain a work environment free from employee abuse of drugs, alcohol, or other controlled substances. This policy prohibits unlawful manufacture, distribution, dispensation, possession, use, or work under the influence of illegal drugs, and it prohibits the use of alcohol or marijuana while on duty.

RAINN expressly prohibits the following:

- 1) The consumption, distribution, sale, manufacture, or purchase or the attempted distribution, sale, manufacture or purchase of an illegal drug, intoxicant or controlled substance during working hours. While DC law has legalized the use of marijuana, Safe Helpline employees work on a federal government contract. Federal law would consider marijuana an illegal drug and should be construed as such for this provision.
- 2) The consumption of alcohol during work hours, except in moderation and when in connection with official RAINN business or at an authorized RAINN event.

Any conviction for criminal conduct involving illegal drugs, or controlled substances, whether on or off duty, or any violation of RAINN's drug and alcohol policy may lead to disciplinary action, up to and including termination.

An employee who is using prescription or over-the-counter drugs that may impair his/her ability to safely perform the job or may affect the safety or wellbeing of others must submit a physician's statement that the prescription drug will not affect job safety. The employee is not required to identify the medication or the underlying illness.

Various federal, state and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with or violate individual rights under these laws.

APPENDIX "C" - DRESS GUIDELINES

RAINN wants to ensure that the appearance of each employee is consistent with a professional image and standards of hygiene and safety. In general, RAINN requires the following while at work:

All employees must be dressed in business or business-casual attire Monday through Thursday, for shifts starting between 7 a.m. and 5 p.m. Employees are permitted to dress in casual attire Monday through Thursday for shifts starting after 5 p.m. and all day Friday, Saturday, and Sunday.

Business and business-casual attire is defined as:

- Suits, ties, dress shirts, skirts, dresses
- Khaki or dark colored pants, dress pants, dressy capris.
- Long-sleeve and short-sleeve knit, casual or dress shirts, sweaters, blouses, and turtlenecks.
- Loafers, Oxfords, clogs, boots, flats, and dress heels.

Included in Casual attire is:

- Jeans without holes; dark wash preferred.
- Sneakers
- Sweatpants or exercise pants, including yoga pants
- Leggings
- Sweatshirts
- Tee shirts
- Flip flops

Items that are not acceptable include: jeans with holes/frayed; shorts of any length; overalls; shirts with pictures or vulgar terms; halter-tops; and slippers.

On certain days, because of events or visitors to the office, traditional business dress (e.g. business suits, shirt/tie) will be required. We will notify employees via text message blast no later than COB on the preceding day when traditional dress will be required.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact Human Resources to request a reasonable accommodation. We will work with the employee to develop a reasonable accommodation to meet the employee's specific needs while complying to the greatest extent possible with the general policy

APPENDIX "D" - TECHNOLOGY RESOURCES (INCLUDING ELECTRONIC COMMUNICATION AND INTERNET) USE

The following guidelines have been established for the use of RAINN's technology resources. For purposes of this policy, 'technology resources' consist of all electronic devices, software and means of electronic communication including any of the following: personal computers and workstations; laptop computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, copiers; computer software applications and associated files and data, including software that grants access to external services such as the internet; cloud-based services; email; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

- Employer' policies including those prohibiting harassment, in their entirety, apply to the use of Employer's technology resources. Accordingly, RAINN's technology resources may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden uses of RAINN's technology resources: engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement.
- Employees may not use RAINN's technology resources to violate intellectual property laws, including Copyright laws.
- Employees may not use RAINN's technology resources in a way that interferes with their efficient functioning. For example, employees must not send or receive large files that could be saved/transferred via thumb drives.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

No Reasonable Expectation of Privacy - Right to Monitor, Access and Inspect Technology Resources.

At any time, with or without notice to users of the system, RAINN may access its technology resources, including computer files, emails, instant messages, text messages and voicemail messages. Employees should understand that they have no right of privacy with respect to any messages or information created, collected, or maintained on RAINN's technology resources, including personal information or messages (chats). The reasons the Company accesses and monitors these systems include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; and complying with legal and regulatory requirements.

APPENDIX "E" - DATING RELATIONSHIPS BETWEEN EMPLOYEES

It is the goal of RAINN to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts or management disruptions exist. Therefore, special rules apply to those in a dating relationship with a fellow employee.

Should a dating relationship begin between RAINN employees, one of whom holds a managerial or ASM position and the other as a bargaining unit member, those employees must immediately report the relationship to the director of Human Resources and the following policies and procedures will be followed:

- A determination will be made whether the relationship is subject to the organization's policy based on the conditions described above.
- If the relationship is determined to fall within one or more of the conditions described in this policy, the HR director, in consultation with the affected employees and the organization's president, will attempt to resolve the situation through the transfer of one employee to a new position or identify an alternative action (e.g. supervisory/ASM reassignment) which will correct the conflict or issue identified.

It is the responsibility of every employee to identify to the RAINN's HR director any potential or existing personal relationship that falls under the definitions provided in this policy. Employees who fail to disclose personal relationships covered by this policy will be subject to disciplinary action, up to and including termination.

APPENDIX "F"

ASSIGNMENT AND AUTHORIZATION
TO DEDUCT GUILD MEMBERSHIP DUES

TO: RAINN

I hereby assign to the Washington-Baltimore Newspaper Guild, Local 32035 The Newspaper Guild-CWA, and authorize RAINN to deduct from each paycheck from any wages earned or to be earned by me as an employee, an amount equal to the 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 RAINN to remit the amount deducted to the Guild not later than the thirty-first (31st) day of the following 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 RAINN 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 period of one year each of the period of each succeeding applicable contract between RAINN and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to RAINN 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 RAINN and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which RAINN 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.

Print Name

Employee's Signature

Date