

# **Collective Bargaining Agreement**

between

**FAIRFAX COUNTY FEDERATION OF  
TEACHERS**

and

**WASHINGTON-BALTIMORE NEWS GUILD  
Local 32035, TNG-CWA, AFL-CIO**

**FCFT and GUILD Final Complete TA's**

This Agreement is made and entered into effective as of this 1<sup>st</sup> day of September, 2023, between the Fairfax County Federation of Teachers (hereinafter referred to as “FCFT”, “employer” or “Organization”) and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America as Local 32035 and the Communications Workers of America Local 7019 (collectively the “Guild”), on behalf of the FCFT employees described in Article 1.

## PREAMBLE

The purpose of this agreement is to promote and ensure harmonious and constructive relations between the parties for understanding, benefit and progress toward mutually desired ends. The parties recognize that each has the responsibility for the welfare of FCFT and the welfare and security of the employees.

## ARTICLE 1. RECOGNITION/COVERAGE

### *Section 1. Recognition*

FCFT hereby recognizes the Guild as the exclusive bargaining agent and representative of all FCFT employees in the bargaining unit as described in Section 2 with respect to salaries, benefits and working conditions of employment.

### *Section 2. Bargaining Unit*

This Agreement covers all non-managerial employees of the Organization employed as organizer, member relations representative, statewide social media locals’ liaison and executive assistant.

Should the Organization create any future like position(s) and the position(s) is not supervisory, managerial, confidential, or a security guard position, unit placement of such position(s) shall be determined by notice, meeting, and mutual agreement of the parties.

### **Statewide (Virginia) Social Media Locals’ Liaison,**

This is a unique, differential, exempt, non-FCFT Headquarters based position to support all AFT Virginia locals and AFT members in Virginia. All duties and work of the Virginia statewide social media locals’ liaison are focused, directed, and performed on a statewide (Virginia) basis, and the employee must work to support locals and members outside FCFT. Responsibilities include concentration on social media, websites development, maintenance and updates, digital communications, trainings, and other duties as assigned.

*Section 3. Employees*

Unless otherwise specified, the term “employees” as used in this Agreement shall mean FCFT employees in the Guild bargaining unit.

**ARTICLE 2. NO DISCRIMINATION**

The provisions of this Agreement will be administered to ensure that discrimination does not occur based on an individual's 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 prohibited by law.

The parties agree to treat each other with respect, dignity, and sensitivity to their unique needs and culture. The principles of the AFT code of conduct will be adhered to in recognition of FCFT’s affiliation with the AFT (a copy of which is available upon request)

**ARTICLE 3. UNION SECURITY & DUES DEDUCTION**

*Section 1. Dues*

Upon an employee's voluntary written assignment, the Organization shall deduct each pay period from the earnings of such employee and pay to the Guild each month an amount equal to Guild 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 Organization by the Guild. Such schedule may be amended by the Guild at any time, and the Organization shall make deductions pursuant to such amended schedule beginning in the next regularly scheduled pay date following the provision of notice to the Organization, provided that notice is provided at least fourteen (14) days in advance of such payroll processing date. An employee's written assignment shall remain effective in accordance with the terms of such assignment.

*Section 2.*

The dues deduction assignment shall be made upon a form, properly filled out and signed and submitted by the Guild to FCFT. (See side letter attached for form text and content.)

*Section 3. Indemnification*

The Guild agrees to indemnify and hold the Organization harmless from any and all claims, suits, judgments, attachments, and any other liability which may arise from the Organization’s

implementation of this Article. If an incorrect deduction is made and submitted to the Guild, the Guild shall refund any such amount directly to the involved employee.

*Section 4. Payroll Deductions for CWA Political Action Fund*

The Organization shall provide for payroll deductions for the CWA Political Action Fund (PAF) on behalf of employees who authorize such deductions in writing.

**ARTICLE 4. INFORMATION FURNISHED TO THE GUILD**

*Section 1. Information*

The Organization will furnish the Guild, on an annual basis, or within 30-days of a written request once per year, the following information for employees represented by the Guild:

- a. Name
- b. Hire date
- c. Job title
- d. Salary
- e. Home Address
- f. Date of birth

*Section 2. Changes to the Staff*

The Organization shall notify the Guild by email of:

- a. New employees in the bargaining unit, including all the information required in Section 1, to the extent the Organization has it, within one month after the employee's start date
- b. Any resignations, terminations, retirements, and/or deaths of bargaining unit employees within fourteen (14) business days of the Organization becoming aware of such an event.
- c. Changes in job title of bargaining unit employees including start date.

## **ARTICLE 5. UNION RIGHTS**

### *Section 1. Union Meetings*

Up to two (2) times per year and subject to availability and upon reasonable request by the Guild, the Organization, to the extent it does not interfere with the Organization's organizational needs, shall provide space on its premises for meetings of bargaining unit employees at mutually agreeable times. Employees will use their lunch break to attend Guild meetings. The Guild shall make best efforts to limit these meetings' duration to one (1) hour.

### *Section 2. Conduct of Guild Business by Bargaining Unit Employee Representatives*

Upon request by the Guild, an employee designated in writing to FCFT as steward shall be granted limited time off from work without loss of pay to conduct necessary Guild business administering this Agreement and grievance handling and resolution. This time off from work shall not be counted against an employee's vacation leave. The Guild's request for leave will be submitted as far in advance as practicable and leave requests shall be granted except in the case of a legitimate organizational necessity requiring an employee's attendance and provided that such duties must not unreasonably interfere with the regular performance of an employee's work for the Organization. No more than one (1) employee shall be entitled to such leave at any one time. The Guild shall notify the Organization in writing of the identity of the steward.

### *Section 3. Bargaining Committee*

The Bargaining Committee of two (2) guild members will be excused from work without loss of pay to participate in negotiations, including caucuses during bargaining sessions. The Guild shall notify the Organization of the members of the committee in writing at least fourteen (14) calendar days prior to the commencement of negotiations.

### *Section 4. Bulletin Boards*

To facilitate communication with bargaining unit employees, the Guild shall be provided with suitable space for a bulletin board, where practicable, for the posting of notices and information concerning Guild activities.

## **ARTICLE 6. MANAGEMENT RIGHTS**

This Agreement expresses the understanding of the parties in respect to matters deemed by them to be applicable to the employees covered by this Agreement. The Guild and FCFT agree that the

Union and FCFT shall not be obligated to bargain collectively during the term of this Agreement on any matter pertaining to any term or condition of employment if specifically covered herein. The Guild recognizes, except as otherwise stated in this agreement, that the FCFT Organization retains the exclusive right to manage the affairs of the organization; and that FCFT reserves all management rights except as herein modified, including (but not limited to) the right to direct its employees, and to hire, discipline and discharge employees. The Guild and bargaining unit employees further recognize FCFT retains all management rights and prerogatives not expressly limited or modified by this Agreement as it relates to bargaining unit employees.

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

## **ARTICLE 7. GRIEVANCE PROCEDURE**

### *Section 1. Grievance Definition*

A "grievance" means a complaint or controversy arising out of the interpretation, application, administration or alleged violation of this Agreement except as explicitly excluded from this Article.

### *Section 2. Grievance Procedure Steps*

The parties shall strive to discuss all grievances in good faith. The parties' intent is to act reasonable 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.

Step 1. Prior to filing a written grievance, the grievant and shop steward, or Guild Representative, must meet with an appropriate representative of the Organization at a reasonable and agreed upon time. The Organization will be provided with a ten (10) business day period following this initial meeting to respond to the grievance in writing.

Step 2. If the issue is not resolved in Step 1, the grievant, the steward and a Guild Representative and the Organization will meet within fourteen (14) business days after the grievance is reduced to writing and the Guild provides written notification to the Organization of the grievance, including the remedy the Guild is seeking.

Step 3. If no settlement is reached within thirty (30) calendar days of the Step 2 meeting, the Guild may submit a demand for binding arbitration, unless the parties mutually agree to binding expedited arbitration. If, on initiation of arbitration, the parties cannot agree on an impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator.

There shall be no strikes or lockouts during the term of this agreement.

At the outset of any arbitration, prior to opening the record for evidence, the arbitrator must first attempt to mediate the case for final resolution. In the event that the parties are unable to mediate their dispute successfully, the arbitration hearing process shall go forward, and the arbitrator shall resolve the grievance in writing upon the parties' arguments and including with written briefs. The arbitrator's decision shall be final and binding upon all parties.

All costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, and hearing room costs) shall be borne equally by the FCFT and the Guild. All timelines throughout the grievance process may be extended upon mutual agreement of the parties.

Attorneys shall be allowed to present cases at arbitration. The parties shall reasonably cooperate to identify a time and place for the arbitration that is convenient to the parties and likely witnesses.

### *Section 3. Arbitrator's Award*

The arbitrator shall have no power or authority to amend, alter, or modify this Agreement.

## **ARTICLE 8. LABOR MANAGEMENT COMMITTEE**

A joint Labor Management Committee will be established of the Guild bargaining committee and two (2) representatives chosen by the FCFT Organization. The Labor Management Committee will meet quarterly or by mutual agreement at a different frequency. The Labor Management Committee will discuss and attempt to resolve issues of mutual concern to the Organization and the Guild. The Labor Management Committee further will be used to facilitate attaining the goals of the Organization and enable employees to be more effective and productive in accomplishing its mission.

## **ARTICLE 9. HIRING**

### *Section 1. Hiring, Internal Applicants*

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

Employees shall have seven (7) working days from the date of the posting to apply for the vacancy, which shall obligate the Organization to interview the internal applicant (provided they meet the required qualifications of the position) prior to interviewing outside applicants, unless the internal bidder is unavailable for more than one (1) week (for example, the internal applicant is on vacation or other approved leave). After seven (7) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants. A position that falls within the bargaining unit must note that designation within the job description.

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 making their hiring decision.

When the Organization is deciding between two internal applicants whose qualifications are substantially equal, the Organization's commitment to equal employment opportunity; merit; experience within the Labor Movement; and seniority should be given consideration.

### *Section 2. New Hires*

On the thirty-first (31) calendar day after beginning employment, new hires are entitled to all personal time off, leave, and all other benefits set out in this Agreement.

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 work on a probationary basis the first three hundred sixty-five (365) calendar days after their first date of work.



### *Section 3. New Hire Review Process*

Employees hired after January 1, 2023, shall be considered probationary employees for three hundred and sixty-five (365) days beginning on their first day of employment. A probationary employee may be disciplined or dismissed with or without cause at any time during such probationary period. FCFT has the sole right to make this determination, and further, the provisions of Article 7 Grievance Procedure shall not apply to probationary employees disciplined or terminated during their probationary period.

New hires are entitled to receive a review at or around the thirty (30) day mark of employment, and twice more in advance of the end of the three hundred and sixty-five (365) day probationary period. The review process will create space for the supervisor to provide feedback to the employee, and for the employee to provide feedback to their supervisor. The employee will receive supervisory reviews including written feedback to the employee, as well as the employee providing written feedback to their supervisor.

As part of the aforementioned reviews, before the conclusion of the probationary period, the Organization shall make the employee aware of known performance deficiencies that may lead to discharge during the probationary period, and the supervisor will work with the new hire to try to address and improve upon such performance deficiencies.

Drug tests can be ordered and administered at FCFT expense to any employee, if FCFT has a reasonable suspicion of drug or alcohol use by the employee, and in an effort to mirror FCPS protocols. A background check at FCFT expense will be required as part of the onboarding process of all employees.

### *Section 4. Job Postings*

The Organization will indicate in job postings for bargaining-unit positions that positions are covered under a union contract with the Washington-Baltimore News Guild.

## **ARTICLE 10. DISCIPLINE AND DISCHARGE**

### *Section 1.*

Employees shall not be subject to discipline or discharge without just cause. Other than for discharges of gross misconduct and discharges of probationary employees, the Guild and the employee shall be notified in writing at least three (3) calendar days prior to discharge.

Examples of gross misconduct offenses which can lead to immediate dismissal include (but are not limited to) workplace violence, embezzlement, theft, child molestation or abuse, willful

violation of labor and ethics laws, felony conviction of any kind, and harassment. Harassment includes conduct that denigrates or shows hostility or aversion toward an individual because of that person's membership in, or affiliation with, a protected category defined in Article 2 of this agreement, and that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment, or (2) has the purpose or effect of unreasonably interfering with an individual's work performance. Progressive discipline will be recognized as documented verbal warning, written warning, discharge.

*Section 2. Notification to the Employee and the Guild*

The Guild and the employee shall be notified in writing of any discipline or discharge.

*Section 3. Records of Discipline*

Following one (1) year from the date of any discipline, such discipline will no longer be considered when applying the principles of progressive discipline.

**ARTICLE 11. REDUCTION IN FORCE**

*Section 1. Reduction in Force*

The Organization shall provide a minimum of forty calendar (40) days' notice to the Guild and affected employees of the need to reduce the workforce or otherwise alter programs that would require the relocation or termination of an employee. The sole exception is for unforeseeable emergency circumstances not caused by the Organization, in which case the Organization will attempt to provide as much notice as is reasonably practicable but in no event will notice to the Guild and affected employees be less than five calendar (5) days.

Upon request, the Organization will meet with the Guild for the purpose of discussing layoffs and to consider the means by which the impending hardship of such layoffs may be mitigated.

*Section 2. Recall List*

Laid-off employees shall be placed on a recall list for up to six (6) months. Such laid-off employees shall remain on a recall list until the six (6) month time has passed, they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall.

A copy of the recall notice shall also be sent to the Guild. If, within seven (7) business days of the date of the certified 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 fill the vacancy from among those replies requesting employment in order of seniority. Time spent on the recall list shall not constitute a break in continuity of service. A probationary employee who is laid off must complete three hundred and sixty-five (365) days of work for FCFT, time on lay-off does not diminish the full probationary period.

### *Section 3. Other Dismissals*

There shall be no dismissals as a result of enacting this Agreement.

## **ARTICLE 12. SENIORITY**

### *Section 1. Definition*

A bargaining unit 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 full-time employee.

For purposes of this Article, employees shall be deemed continuously employed by the Organization while on an approved leave of absence from the Organization.

## **ARTICLE 13. ACCESS TO PERSONNEL FILES/INFORMATION**

### *Section 1. Maintenance of Files*

The Organization shall maintain personnel records which include an employee's cover letter, resume, job description for the position, required payroll documents, compiled performance reviews, formal disciplinary records, and all pertinent documents concerning the employee's employment record.

The employee shall receive a copy of any material related to discipline or job performance that is placed into their official personnel file. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material.

An employee has the ability to view their personnel file within five (5) business days of their written request to FCFT. Responses to employee requests are subject to extension based upon administrative capacity and operating obligations of the Organization.

### *Section 2. Confidentiality of Files*

The Guild and the Organization affirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Guild agrees that it will be judicious in requests for copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information.

## **ARTICLE 14. WEATHER-RELATED OFFICE CLOSURES**

During severe weather or other conditions that affect safe access to the office or relevant site locations, the Organization may close the affected office(s) early, delay opening, or close for the entirety of a particular day or days. The Organization will take into account the particular travel conditions, availability of public transportation, and school closures in altering office hours or closing the office. In the event of office closure, employees are expected to work virtually. In general, FCFT will follow the operating status of the central offices of Fairfax County Public Schools.

## **ARTICLE 15. HOURS**

### *Section 1. Work Week*

As the work and duty of FCFT is a labor organization in service of our membership with concentration on representation, organizing new members, meeting with pertinent parties, and the retention of membership, we must expand our working hours outside the open hours of our office. All those employed at FCFT recognize this obligation and recognizes the special place we hold to our membership and the work ethic and attitude that will make FCFT successful. The work of a labor organization is diverse, fluid and never completed; work can be performed for FCFT on any day of the week. The success of the organization is reflective of the work we perform and dependent on circumstances and need, any day can be a workday. It is the fundamental job of this labor organization to be available when our membership is available which will not necessarily align with normal business hours.

All employees covered by this Agreement agree to devote to full-time, in the usual sense of the word, service on behalf of the employer under the direction and supervision of their direct manager. Situations requiring staff to work long days or on weekends will arise, and the parties recognize that employees may be required to work long days or on weekends except as limited by the CBA.

### *Section 2. Adjusting Work Schedules*

To assist employees in balancing conflicts between work and family commitments, the FCFT and the Guild recognize the value, desirability, and need for flexibility within work schedules and arrangements either on a regular or ad-hoc basis. Work schedules and arrangements can be modified by an employee's supervisor. Such arrangements and schedules will not be modified unreasonably.

Flexibility for work schedules for employees will be agreed on within each department to assure that the Organization is adequately staffed in the field and in the office for campaign needs and for servicing FCFT membership. With the approval of an employee's supervisor, an employee may adjust their workday provided that they work at least the number of hours of a standard work week. Requests will not be unreasonably denied.

## **ARTICLE 16. HOLIDAYS, PTO and LEAVE**

### *Section 1. Holidays*

FCFT will observe the following holidays:

New Year's Day, Dr. Martin Luther King Jr.'s Day, Inauguration Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day

Additional holidays may be designated and awarded by the FCFT President and Executive Board discretion and approval.

In addition, each employee is eligible for two (2) floating holidays per calendar year. An employee shall provide notice to FCFT in writing of the proposed use of the floating holiday fourteen (14) workdays in advance of its use. FCFT approval will be required prior to use of a floating holiday and such approval will be dependent on the operational needs of the organization. Floating holidays expire at the end of the calendar year; they cannot be accumulated from year-to-year and are not compensable upon termination.

In the event a full-time exempt employee is required to work on a scheduled paid holiday, the affected employee will be able to utilize their accrued paid holiday within two (2) months. Approval by their supervisor is required prior to utilizing said accrued paid holiday. When a federal holiday, listed above, is designated as a workday for employees of Fairfax County Public Schools, the Fairfax County Federation of Teachers office will be open, and employees expected

to work.

A list of paid holidays for the year should be distributed by FCFT at the start of the calendar year and to new employees during onboarding.

In general, if a paid holiday falls on a Saturday, FCFT will observe the holiday on the preceding Friday. In general, if a paid holiday falls on a Sunday, FCFT will observe it on the following Monday. If a holiday occurs within an employee's scheduled vacation, the employee should record that day as holiday leave, not vacation leave, in their timesheets to ensure it will not be deducted from the employee's paid vacation leave.

All full-time regular employees are eligible for paid holidays immediately upon employment and, provided that the holiday falls on a regularly scheduled workday for that employee.

### *Section 2. Paid Time Off (PTO) Leave*

FCFT encourages its employees covered by this agreement to take the PTO they earn to fully enjoy the environment they work and to protect, preserve and renew their energy and enthusiasm for their work.

Employees are to submit PTO requests via the means prescribed by FCFT. Seniority and operational needs will be considered by FCFT in determining whether to approve PTO requests.

All full-time exempt employees regularly scheduled to work at least 40 hours per week are eligible to accrue PTO beginning with the first full pay period during which they are employed.

### *Deposits into An Employee's PTO Leave Account*

The amount of PTO an employee accrues each year is based on their length of service and accrues according to the below accrual schedule. PTO is accrued as an employee works. An employee will not accrue PTO time while they are taking extended time off/leave for any reason. FCFT may require an employee to use any unused PTO during disability or any other leave of absence, when permissible according to state and federal law.

1. Full-time Employees with less than 5 years of service: 4.92 hours per pay period. Maximum number of days that may be carried over per fiscal year is 15 days.
2. Full-time Employees with 5 up to 10 years of service: 5.85 hours per pay period. Maximum number of days that may be carried over per fiscal year is 22 days.
3. Full-time Employees with 10 up to 15 years of service: 6.77 hours per pay period. Maximum number of days that may be carried over per fiscal year is 30 days.
4. Full-time Employees with 15 up to 20 years of service: 7.69 hours per pay period. Maximum number of days that may be carried over per fiscal year is 35 days.
5. Full-time Employees with 20 years or more of service: 8.62 hours per pay period. Maximum number of days that may be carried over per fiscal year is 35 days.

### *Maximum Accrual*

Full-time employees may carry over unused PTO time from year to year; the maximum amount of PTO an employee can accrue is 280 hours. Once an employee reaches their cap of 280 PTO hours, they will not accrue any more PTO until they use some of the time in their account and drop below the 280-hour cap. After their balance goes below the 280-hour cap, they will begin accruing PTO again. However, you will not receive retroactive credit for PTO time accrued for time worked while you were at the 280-hour cap limit.

The amount of PTO accrued, used, and available will appear on an employee's paycheck stub and in the FCFT system Bamboo HR.

### *Termination*

Accrued and unused PTO will be paid to full-time employees upon separation from FCFT, per approval by the Executive Board and in accordance with applicable law.

### *Using An Employee's PTO*

PTO shall be used in one-hour increments. All PTO time is subject to supervisor approval. If an employee no longer has any PTO left in their balance, any approved time off will be unpaid. Employees should make every effort to notify their supervisor as far in advance as possible of their taking of PTO.

### *Section 3. Bereavement Leave*

Full time Employees are eligible to use up to three (3) consecutive workdays of paid bereavement leave to use upon the death of an employee's spouse, domestic partner, child, stepchild, partner's child, parent, sibling, person with whom the employee is financially responsible for, or upon approval by FCFT, a person the employee has a recognizable family-like relationship with. Approval will not be unreasonably withheld. In extreme circumstances, 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.

Bereavement leave requests should be made as soon as possible. Bereavement leave shall include funeral service attendance.

### *Section 4. Jury Duty Leave*

Employees are eligible for up to five (5) days 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. Full time exempt employees serving on jury duty will receive no deduction in their regular salary while serving jury duty.

### *Section 5. Military Service Leave*

FCFT complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. An employee must submit documentation of the need for leave by official orders to FCFT Human Resources or appropriate department supervision. When returning from military leave of absence, the employee will be reinstated to their previous position or a similar position, in accordance with state and federal law. An employee must notify FCFT Human Resources and Supervision of their intent to return to employment based on requirements of the law.

FCFT conforms to all state and federal statutes pertaining to employment rights and benefits applicable to military service members and their families.

### *Section 6. Sick Leave and Notification*

FCFT encourages its employees to maintain healthy work habits and to take time off, when necessary, but to report to work as scheduled unless their health prohibits it. Sick leave is time off with pay when an employee is too ill to work and may also be used for an employee to attend appointments with medical professionals or receive medical care.

All current full-time employees will be awarded two (2) sick days upon ratification of this agreement and will accrue sick leave at the rate of 3.08 hours per pay period equating to ten (10) sick days per 12-month period. Newly hired full-time employees will be awarded two (2) sick days upon hire and will accrue sick leave at the rate of 3.08 hours per pay period equating to ten (10) sick days per 12-month period. Accrued hours are credited to each employee at the end of each pay period.

An employee must notify their supervisor as soon as possible -- preferably by 8:30 am ET -- of a sick leave absence. An employee shall submit a leave request noting the actual sick leave taken as soon as practicable and upon request. Sick leave benefits will not be paid for absences that have not been excused by the employee's supervisor. If an employee does not have sufficient sick leave accumulated, accrued, unused PTO leave may be applied to the absence. If the employee does not have any remaining accrued, unused PTO leave, the employee can utilize unpaid leave with supervisor approval and not to exceed three days. Employees may be required to provide documentation of illness to their supervisor for any absence and documentation must be provided for any absence of three (3) days or more.

An employee may accrue a maximum of twenty (20) days (160 hours) of sick leave. Full-time employees may carry over unused sick time from year to year. Once an employee reaches their cap of 160 sick time hours, the employee will not accrue any additional sick time until employee uses time in employee's account and drops below the 160-hour cap. After an employee's balance goes below the 160-hour cap, the employee will then begin accruing sick time again. However, an employee will not receive retroactive sick time credit for the time worked while an employee is at the 160-hour cap limit.

Upon termination or any separation of employment, no payment is made for any unused sick leave (unless otherwise required by applicable law).



*Section 7. Unpaid Leave*

An extended unpaid employee leave of absence, not to exceed six (6) consecutive months, may be granted to a Full-time exempt employee experiencing extenuating circumstances on a case-by-case basis, and reasonably considered by FCFT. Leave and benefits will not accrue during an employee's leave under this provision.

**ARTICLE 17. BENEFITS**

*Section 1. General Health Benefits*

FCFT shall make every effort to maintain medical, dental, and vision plans for employee participation and to continue similar coverage as to that available on the date of ratification of this agreement. Employees are eligible for coverage under the provided plans the first day of the month following their first day of employment.

FCFT shall offer medical, vision, and dental insurance for all regular full-time employees and their eligible dependents. The FCFT Organization will pay 97% of the coverage cost for the employee and 85% of the coverage cost for their dependents' PPO medical plan, dental, and vision coverage.

Fulltime exempt employees are eligible for a Section 125 Flexible Spending Plan.

*Section 2. Life and Disability Insurance Benefits*

Full time employees will be eligible for Short Term Disability, Long Term Disability, Accidental Death & Dismemberment, and Life Insurance provided without cost to employees by FCFT.

*Section 3. Phone and Data Stipend*

FCFT will provide a stipend of (seventy-five dollars) \$75/month for all regular, full-time employees to maintain a working newer model smartphone capable of email, text and photos and an unlimited data plan to be used for conducting business for FCFT.

**ARTICLE 18. SALARY AND WAGE**

*Section 1.*

BARGAINING UNIT exempt positions are not eligible for overtime pay and compensatory time:

Executive Assistant  
Statewide Social Media Liaison AFT-VA

Member Relations Representative  
Organizer

Starting salaries of Bargaining Unit classifications upon implementation of agreement:

Statewide Social Media Liaison.....\$60,000.00  
Executive Assistant.....\$45,000.00  
Member Relations Representative.....\$62,000.00  
Organizer.....\$60,000.00

*Section 2. Pay Schedule*

FCFT recognizes a pay period to constitute two (2) calendar weeks of work. Wages for all employees shall be paid at the conclusion of the pay period.

*Section 3. Annual Salary Increases*

Effective September 1, 2023, currently employed Executive Assistant and Organizer shall receive a 2% increase to their current salary.

Effective upon approval and signing of this agreement, job classification: Member Relations Representative shall receive a one-time (\$650.00) six-hundred-fifty-dollar bonus.

Effective September 1, 2024.....all Bargaining Unit classifications shall receive a 3% increase in wages to their current salary wages.

Effective September 1, 2025.....all Bargaining Unit classifications shall receive a 1% increase in wages to their current salary wages.

**ARTICLE 19. 401K RETIREMENT**

*Section 1. 401K Retirement*

Full-time Employees will become eligible to participate in the FCFT Organization's Employee 401K Plan with employer match.

*Section 2. Plan Contributions*

401(k) Plan

All regular full-time employees who have completed at least 180 days of employment at Fairfax County Federation of Teachers are eligible to participate in the 401(k) plan. The Organization provides matching funds for each dollar the employee contributes up to a maximum FCFT Organization contribution match of 6%.

**ARTICLE 20. MISCELLANEOUS**

*Section 1. Severability*

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

*Section 2. Out of Pocket Expenses*

FCFT seeks to limit employees paying for organization expenses out of pocket. Employees should always seek to have FCFT pay directly, but, in those instances, where this is not possible, FCFT shall pay all legitimate and approved expenses incurred by an employee in the service of FCFT in accordance with procedures outlined by FCFT. Reimbursement for legitimate, approved expenses should take place by the next pay period after proper submission for reimbursement.

**ARTICLE 21. DURATION**

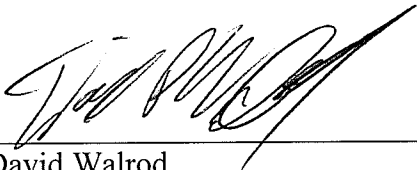
This Agreement, once approved, will take effect on the commencement date of September 1, 2023 and expire on August 31, 2026.

60 days prior to the expiration date of this Agreement, the Guild may initiate negotiations for a new Agreement in writing to FCFT requesting to begin negotiations on a new agreement. The terms and conditions of this Agreement shall remain in effect until such negotiations are lawfully terminated.


Agreed to this 10th day of August 2023

SIGNED ON AUGUST 25, 2023

For Fairfax County Federation of Teachers:

  
\_\_\_\_\_  
David Walrod


For Fairfax County Federation of Teachers  
Workers Guild:


  
\_\_\_\_\_  
Steven Cook

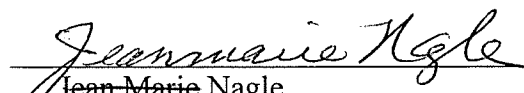
  
Lyndie Galizio

Camden Layton

Camden Layton

  
Emily VanDerhoff

  
Hayden Gise

  
Jean Marie Nagle  
Jeanmarie  
(B)

Side Letter to the Collective Bargaining Agreement between Fairfax County Federation of Teachers and the Washington-Baltimore News Guild Local 32035 TNG-CWA including a **Statewide (Virginia) Locals' Political Liaison/Organizer**, classification as bargaining unit:

In a show of good faith and accordance with Article 1. Recognition/Coverage Section 2. Bargaining Unit of this agreement:

The parties agree to include the job classification of "**Statewide (Virginia) Locals' Political Liaison/Organizer**" in the Guild bargaining unit employed by FCFT and covered by the attached labor agreement as a bargaining unit member. The "**Statewide (Virginia) Locals' Political Liaison/Organizer**" is a non-management position without the ability to discipline, hire or fire.

This is a unique, differential, exempt, position created to support all AFT Virginia locals and AFT members in Virginia. All duties and work of the Virginia statewide locals' Political liaison are focused, directed, and performed on a statewide (Virginia) basis, and the employee must work to support locals and members outside FCFT.

The duties of **Statewide Locals' Political Liaison/Organizer** include, but are not limited to, all organizer responsibilities plus:

- Coordinate and maintain statewide political resources, including administering a statewide legislative committee, endorsement process and lobbying duties,
- Serve as the primary point person for the collection and analysis of statewide political data and interactions,
- Work collaboratively with AFT's union political department, State AFL-CIO and partners in the field on the planning and implementation of joint political/organizing work and campaigns,
- Implementation of AFT's union political department ACE meetings and COPE program.
- Attendance and interaction with AFT's union political department on all subjects as needed and they determine.

The full job description can be available upon request.

The starting salary for this position is \$70,000.00 per year.

The parties agree to consult regularly in good faith regarding the implementation of this letter and in any new future positions created by the organization in accordance with Article 1 Section 2 of the collective bargaining agreement. For any avoidance of doubt, this agreement is non-precedent setting in any subsequent meeting or agreement between the parties under Article 1 Section 2 of the collective bargaining agreement or any subsequent negotiation of a collective bargaining agreement between the parties.

This side letter expires on August 31, 2026



---

FCFT

Date: 08/24/2023



---

W-BNG

Date: August 24, 2023

Side Letter to the Collective Bargaining Agreement between Fairfax County Federation of Teachers and the Washington-Baltimore News Guild Local 32035 TNG-CWA memorializing **Dues Deduction Card Language:**

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild-CWA, and authorize the Organization to deduct per pay period from any salary earned or to be earned by me as an employee, an amount equal to 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 Organization to remit 1.44% deducted to the Guild 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 Organization and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Organization 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 16 one year, or of each applicable contract between the Organization and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Organization receives it.

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

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

--  
Employee's signature

--  
Date

09/29/2023



---

FCFT

---

W-BNG

Date: 08/24/2023

Date: August 24, 2023



Side Letter to the Collective Bargaining Agreement between Fairfax County Federation of Teachers and the Washington-Baltimore News Guild Local 32035 TNG-CWA including a **Lead Organizer** classification as bargaining unit:

In a show of good faith and accordance with Article 1. Recognition/Coverage Section 2. Bargaining Unit of this agreement:

The parties agree to include the job classification of “**Lead Organizer**” in the Guild bargaining unit employed by FCFT and covered by the attached labor agreement as a bargaining unit member. The “**Lead Organizer**” is a non-management position without the ability to discipline, hire or fire.

The duties of **Lead Organizer** include, but are not limited to, all the organizer responsibilities plus:


- Coordinate and maintain national organizing resources, including a national organizing database,
- Serve as the primary point person for the collection and analysis of campaign data,
- Work collaboratively with AFT’s union partners in the field on the planning and implementation of joint campaigns,
- Direct staff both internal and external and act as a conduit between staff and the Organizing Director when needed.

The full job description is available upon request.

The starting salary for this position is \$72,000.00 per year.

The parties agree to consult regularly in good faith regarding the implementation of this letter and in any new future positions created by the organization in accordance with Article 1 Section 2 of the collective bargaining agreement. For any avoidance of doubt, this agreement is non-precedent setting in any subsequent meeting or agreement between the parties under Article 1 Section 2 of the collective bargaining agreement or any subsequent negotiation of a collective bargaining agreement between the parties.

This side letter expires on August 31, 2026.



FCFT

Date: 08/24/2023



W-BNG

Date: August 24, 2023

