

AGREEMENT BETWEEN
MORE PERFECT UNION ACTION
AND
WASHINGTON-BALTIMORE NEWS GUILD 32035

This AGREEMENT, made and entered into this 1 day of October , 2023, between MORE PERFECT UNION ACTION (hereinafter referred to as the “Employer”), and the WASHINGTON-BALTIMORE NEWS GUILD, CWA LOCAL 32035 (hereinafter referred to as the “Guild”).

WHEREAS, the parties hereto desire to establish uniform standards and hours of labor, rates of pay, and other terms and conditions of employment under which the employees (hereinafter referred to as “unit members”) herein shall work for the Employer.

ARTICLE I

Bargaining Unit

1. This Agreement covers all full-time, part-time, and temporary unit members of the Employer except those excluded in Article I Paragraph 2 and Article II below. Should the Employer create any future position(s) performing the kind of work normally performed within the bargaining unit, such position(s) shall be accreted into this bargaining unit, under the terms of this Agreement. Provided such positions are not supervisory, managerial, confidential, or otherwise excluded from the definition of “unit member” under the National Labor Relations Act (“NLRA”).
2. This Agreement does not cover supervisors, managerial, or confidential unit members as defined by the NLRA

ARTICLE II

Temps, Interns, And Consultants

1. The Employer will notify the Guild one week in advance where practicable, upon hiring a temporary unit member or utilizing a person employed by a temporary employment service (“agency temporary”) to perform work normally performed within the Guild’s bargaining unit.

- a. When practical, the organization will make reasonable written efforts to give the appropriate bargaining unit member the option to take on a story or project before this work is assigned to a freelancer, temporary unit member, or contractor.
2. The following definitions shall apply for purposes of this Agreement
 - a. "Temporary unit member" or "temp" shall be defined as a non-intern unit member hired for the purpose of performing emergency, non-recurring, or short-term work or to temporarily replace a unit member during an approved leave period.
 - b. "Part-Time Unit members" ("PTEs") are those unit members hired to work fewer than thirty (30) hours per week.
 - c. "Contractors" are individuals or companies hired under periodic contracts with the employer to perform services and who are paid on a 1099 tax basis (e.g. videographers paid for specific projects).
 - d. "Consultants" and "vendors" are individuals or companies hired on a single or periodic contract/retainer for a fee set by the consultant/vendor (e.g. Summit Media).
3. Contractors, consultants, and vendors shall not be considered temporary unit members or PTEs. Temporary unit members, contractors, consultants, and vendors are not bargaining unit members and are not covered by the provisions of this Agreement.
4. The Employer may utilize temporary unit members for up to six (6) months in order to replace a unit member on leave or up to three (3) months to fill a vacant position that the Employer has been unable to fill on a permanent basis. These time limits may be extended by mutual agreement with the Guild. The Employer may hire temporary unit members to fill a vacant position that the Employer has been unable to fill on a permanent basis after the normal recruitment process. Absent agreement on an extension, a temporary unit member hired to fill a vacant position must be made permanent or discharged after three months.
5. A temporary Unit member shall not eliminate, displace or replace a regular full-time Unit member (except as noted above). Temporary Unit members hired under this section shall be provided with a stipend of \$200 per month to purchase health insurance.
6. Part time unit members shall receive the same benefits outlined in this agreement, excluding unlimited leave. PTEs shall have a vacation bank that accrues at a rate of 4.33 hours per semi-monthly pay period. Per state and federal law, unused vacation hours will be paid out at the time of separation for PTE.
7. Part-time unit members shall not be employed where, in effect, such employment would eliminate, displace or replace a regular full-time unit member; provided, 1) in the event of a curtailment of work, a full-time unit member may be given the option to take part-time employment in lieu of being discharged; and 2) if the Employer determines that a PTE will need to be hired to fill a previously full-time position, it shall provide notice to and an opportunity to discuss with the Union.

8. Unit members who have worked ninety (90) calendar days or fewer since their initial hire date are considered probationary unit members for the purposes of this Agreement. Probationary unit members shall not have access to the grievance process to challenge disciplinary actions or discharge of employment but shall be entitled to all other provisions of the agreement, excluding vacation leave as defined in Article X (2).
9. The internship program of MPU is intended to advance the knowledge and experience of individuals training to work in online news contexts.
 - a. Interns shall be hired for a period of 90 days, with the ability, at management's discretion, to have one extension that shall not exceed six (6) months.
 - b. Interns shall receive payment of \$20/hour and twenty-six (26) hours of leave in the first 90 days of the internship. If the internship is extended, the Intern will have the opportunity for additional leave, to be determined by management.
 - c. Interns and Fellows shall be exempted from Guild membership and are not covered by the provisions of this Agreement.
 - d. Interns shall not be used in such a way as to displace, reduce hours of, or eliminate a full-time bargaining unit member or part-time unit member.

ARTICLE III

Union Security

1. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. The application of Paragraph 2, below, is deferred in any jurisdiction where "union shops" are not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.
2. It shall be a condition of employment that all unit members covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing of the Guild. It shall also be a condition of employment that all unit members covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Guild.
3. The Guild agrees that it will admit to and retain in membership any such unit member, subject to the provisions of the Constitution of The NewsGuild-CWA and the by-laws of the Washington-Baltimore News Guild.
4. The Employer agrees to supply the Guild once each year with a salary list of all unit members in the Guild bargaining unit, showing name, address, sex, race (if known), date of birth, date of hiring, job title, and salary. The Employer further agrees to supply to the

Guild once each month a list of the unit members in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.

5. 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 unit members covered by this Agreement.
6. Subject to work needs and availability of space, Guild meetings may be held and attended during working hours provided such meetings are reasonable (2 times a month) in frequency and duration. The Guild will give the Employer reasonable notice of such meetings.
7. The Employer shall provide for payroll deductions for the Guild on behalf of unit members who authorize such deductions in writing.
8. The Union shall hold the Employer harmless against any claim which may be made by any person by reason of Dues Deduction in accordance with this Agreement.

ARTICLE IV

Dues Deduction

1. MPU shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization cards, deduct from the regular paycheck of each unit member and pay to the Guild no later than the fifteenth (15th) day of the following month membership dues and initiation fees. Such amount shall be deducted from the unit member's earnings in accordance with the Guild's schedule of rates furnished in writing to MPU by the Guild. Such a schedule may be amended in writing by the Guild at any time.
2. The Guild shall be responsible for providing valid, lawful authorization forms to each unit member.
3. A unit member's voluntary written check-off authorization shall remain effective in accordance with the terms of such authorization.

ARTICLE V

Discipline

1. The parties agree that discipline should be progressive and corrective and that unit members should not be disciplined except for just cause. The parties further recognize that different offenses may warrant different levels of discipline. For offenses that warrant progressive discipline, the generally appropriate progression is: verbal documented warning, written letter of warning, termination.
2. For any discipline above a verbal warning, Management will notify the Guild of discipline issued to a unit member within two business days of the disciplinary action.

Progressive discipline will generally be:

- a. Verbal Warning (documented that it is the verbal warning)
- b. Written Warning (clearly stated)
- c. For performance-related issues, ninety (90) day Performance Improvement Plan is as follows:

Performance Improvement Plan - if the performance issue is not resolved through conversations in weekly check-in meetings, oral warning or written warning, the supervisor should request a meeting with the COO or their designee. Operations will work with supervisors to develop a written performance improvement plan that will include a timeline for improvement, measurable goals/success criteria, detailed description of the performance deficiencies requiring corrective action, suggested steps to take to achieve the improvement, and a schedule for regular check-ins to assess their progress and performance. The supervisor should schedule a meeting with the staff member, a union steward, the supervisor, and a member of the Operations team.

- d. Discharge
3. Nothing herein shall limit, preclude, or discourage managers from providing regular feedback to unit members under their supervision. Such feedback shall not be considered warnings or discipline. Likewise, the Employer welcomes and values feedback from unit members.
4. Any unit member and the Shop Steward shall have the right to review the unit member's personnel file at a mutually convenient time and, upon request, shall be provided copies of all material in the unit member's file, provided an updated, signed release of information is on file or provided to the Employer. A unit member shall have the right to file an answer to any material submitted for inclusion in the unit member's file and such answer shall be attached to the file copy.
5. Right to Representation: In an investigatory meeting which might result in discipline or discharge, the Employer will inform a unit member that they have the right to union representation. The Guild will attempt to provide a representative as soon as possible, but in any event no longer than three (3) working days after notification by the Employer, unless the Employer agrees to a longer time period. The Guild understands that there are times when three (3) working days is not practical including situations in which unit member's health and safety is at issue.
6. If no other discipline has been received within one (1) year, previous notices of discipline shall be expunged.
7. Unit members are entitled to severance as follows:
 - a. Unit members shall be given two (2) weeks' pay in lieu of notice of any discharge. For layoffs under Article VI, Management will pay severance based on the length

of employment, as detailed in Appendix D. The Employer shall not be obligated to pay any severance for terminations for just cause, including but not limited to those arising under the progressive discipline policy outlined herein. The Employer shall not be obligated to pay any additional severance, but shall consider severance on a case-by-case basis.

- b. For Unit members who have worked for six (6) months or more, the Employer will pay COBRA premiums for one (1) month subject to rules and regulations governing COBRA administration. For those Unit members with more than one (1) consecutive year of service as of termination, who elect and receive COBRA continuation coverage under MPU's plan, MPU will pay COBRA premiums for three (3) months subject to rules and regulations governing COBRA administration. MPU will pay 100% of the COBRA premium for the corresponding plan for the months listed above, including any portion for dependent coverage previously paid by the unit member.
8. Notwithstanding the above, the Employer may immediately place a unit member into a non-pay status until disposition of the case or in order to investigate an allegation where there is reasonable cause to believe that the unit member has engaged in sexual harassment, violence, theft, destruction of Employer property, or is guilty of a crime for which a sentence of imprisonment can be imposed. The Employer shall notify the Guild upon placing any unit member into a non-pay status under this provision. The provisions above do not apply to probationary unit members, as defined in Article II, Section 8.

ARTICLE VI

Layoffs & Job Security

1. Layoffs are non-disciplinary terminations due to lack of funds, lack of work, or other organizational needs. The Employer retains discretion to change job descriptions with the relevant unit member's input, or to end or redesign programs or projects, and such changes made through unit member attrition or by offering a unit member a similar or related role or role in a similar or related project for which they are qualified are not considered layoffs.
2. The Employer shall notify the Guild and the affected unit member at least forty-five (45) days in advance of any reduction in force that would involve a unit member layoff. The Employer shall provide the affected unit member(s) with job descriptions of all vacant positions not impacted by the layoff.
3. The Employer shall provide the Guild with background information about the need for a reduction in force and the unit member(s) under consideration for layoff. Overall relevant context could include, for example, changes in funding levels and type of funding (e.g., general operating or project-based), changes in the fundraising landscape for continued work on an issue, etc.

4. Laid off unit members shall be placed on a recall list for up to two (2) years. Such unit members shall remain on a recall list until they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall.
5. In the event of a timely reply to an offer of recall, the Organization shall fill the vacancy from among those replies requesting employment in order of seniority. Time spent on a recall list shall not constitute a break in continuity of service.

ARTICLE VII

Grievance And Arbitration Procedure

1. The term “grievant” shall be considered to include: any individual Guild member, a group of Guild members or the Guild, upon filing a grievance.
2. A “grievance” means a dispute or controversy arising out of or involving the interpretation or application of this Agreement. The parties shall strive to discuss all grievances in good faith and to resolve all issues prior to the formal grievance process, or at the lowest possible step, if a grievance is filed. Efforts to adjust grievances shall be made on MPU work time within reason and taking into account operational needs.
3. Informal discussion: Prior to filing a formal grievance, the unit member, with their steward present if the unit member desires, is encouraged to discuss and attempt to resolve any issues or complaints with their supervisor.
4. Step 1 Grievance: Grievances shall be filed in writing with the grievant’s Supervisor within thirty (30) working days after the occurrence or within thirty (30) working days after the grievant or Guild become aware of the occurrence or should have reasonably become aware of the occurrence, whichever is sooner.
5. Step 1 Meeting: There shall be a meeting between a Guild steward, the grievant, and the Department Head (and/or designees) to attempt to resolve the grievance in good faith within fifteen (15) working days of the receipt of the written grievance. The employer shall respond in writing within fifteen (15) working days of this meeting. If the employer does not respond or the matter is otherwise unresolved, the Guild may appeal the matter to Step 2 in writing to the Chief Operating Officer (COO)-
6. Step 2: Within ten (10) days of the Step 2 appeal, a Guild representative shall meet with the COO or the Executive Director to attempt to resolve the grievance in good faith. The COO shall issue a written Step 2 decision within fifteen (15) days of the Step 2 meeting.
7. Any matter involving the interpretation, application, administration, or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, that is not satisfactorily settled by Step 2 of the grievance process may be appealed to final and binding arbitration by either party within thirty (30) working days of the Step 2 response. Such appeal shall be in writing.
8. Arbitration: If the parties cannot agree on an impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of no

fewer than seven (7) 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.

- a. Except as provided below, all joint costs of such arbitration (for example, any FMCS fees, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
 - b. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses — excluding MPU unit members who are witnesses — and attorneys' fees).
 - c. All costs, fees, and expenses charged by an Arbitrator will be borne by the party whose position is not sustained by the Arbitrator. In those cases where neither party's position is clearly sustained, the Arbitrator shall be responsible for assessing fees on an equitable basis.
 - d. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.
9. The time limits set forth in this Article may be extended upon mutual agreement in writing.

ARTICLE VIII

Job Descriptions, Hiring, And Vacancies

1. Job Descriptions:
 - a. The Employer will develop written job descriptions for any new positions. The job descriptions will outline the duties and responsibilities-of the job. Upon request, the job descriptions will be reviewed with the Guild.
 - b. During the term of this Agreement, either party may initiate the review and discussion of whether a job description is accurate. Such claims arise when the Employer imposes substantively different duties on a position and/or a unit member's workload increases substantially for an extended period, or when other changed circumstances arise that the unit member reasonably believes raises an issue of an inaccurate job description.
 - c. If a review and discussion is initiated, the unit member shall meet with their immediate supervisor to discuss the matter. The unit member may choose to be represented by the Guild during such discussion.
 - d. If not resolved in the preceding step, the unit member and a Guild representative shall meet to discuss and resolve the issue with a representative of management.

- e. Management may also initiate a review of a unit member's job description. If the level of experience required to perform the job duties increases, that unit member would be eligible for an adjustment, provided that unit member has, in management's discretion, the requisite skills to perform the additional duties. If management determines that the requirements of a position have significantly changed and that the unit member lacks the required level of skills and/or knowledge, the Employer may post the position publicly and recruit candidates to fill the position.
 - f. No performance evaluation will be conducted unless a written job description pursuant to section 1 of this Article exists for the unit member under review.
2. The Guild shall be notified of all vacancies of existing positions or the creation of new positions.
 - a. Upon a vacancy, the Employer shall send a notice by certified mail and email to the last known address and email address of all persons on the recall list who previously worked in a substantially similar role in which the vacancy occurs. The Employer will notify the Guild upon recalling any unit member, or within 7 business days of the unit member accepting the recall, declining the recall in writing, or failing to respond in a timely manner to the recall.
 - b. A "substantially similar role" includes the same position/job title or a role at the same level within the Organization with substantially similar job functions and responsibilities.
 - c. A copy of the notice shall also be sent to the Guild. If, within ten (10) business days of the date of the mailing, a unit member fails to accept re-employment, the unit member shall be removed from the recall list.
3. Nothing herein shall affect management's right to promote unit members at its discretion. All unit members are eligible and whenever possible provided opportunities for advancement within the organization.
4. The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer and that job requirements regarding experience and education should be commensurate with the position and not set artificially high. Current unit members within the unit who apply and meet the minimum posted qualifications of the vacancy shall be given serious consideration.
5. When a job announcement is created, management shall determine the approximate minimum years of experience required for the job and post a salary for the position.
6. Within fifteen (15) working days of a FTE position becoming vacant, the Employer either will post the position to be filled consistent with the provisions of this Article or will notify the Guild of the Employer's intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position, in which event the Employer will meet with the Guild upon the Guild's request to discuss.
7. The DEIJ Committee may make recommendations to management on hiring practices.

ARTICLE IX

Compensation & Benefits

1. Compensated Time
 - a. Overtime for non-exempt unit members will be paid in accordance with local and federal wage and hour laws.
 - b. Compensated time off shall be scheduled with the unit member's direct manager for a time that is mutually agreeable. Comp time shall be scheduled within the following week.
2. Overtime Assignment and Authorization
 - a. No unit member shall work on organization holidays without prior authorization from the unit member's direct manager and COO. Organization holidays are federal holidays and other days that management declares as organization-wide holidays. On limited occasions, unit members will have the flexibility to work 4 hours on time sensitive or urgent matters without prior authorization. Unit members must give immediate prior notice to the supervisor of working these hours.
 - b. Any request to work more than 8 hours a day, Monday through Friday, or anytime on the weekends, from a unit member or management, shall be made with reasonable notice.
 - c. If a unit member or manager feels a unit member is working an unreasonable amount of time, that unit member's work time shall be reviewed by the unit member, their direct manager, and a Guild steward.
 - d. Unit members will track overtime along with their regularly worked hours in Rippling.
3. Equitable Pay
 - a. There shall be equal pay for equal work.
 - b. Salaries shall be equitable for unit members of similar experience who hold the same job title for the same length of time.
 - i. This does not preclude individual merit cases where it can be demonstrated that the unit member receiving the increase has performed in a way that exceeds expectations while those not receiving the merit increase have not.
1. Salaries
 - a. A minimum salary of \$65,000 shall be in effect for all new full-time staff hires, regardless of position.
2. Work from Home Stipend
 - a. As a 100% remote organization, More Perfect Union will reimburse unit members for up to a \$500 per month for their remote office.

- b. Unit members provide documentation of expenses in accordance with the policy and procedure outlines in Appendix C. Unit members participating in this policy agree that they have all of the technology and connectivity to do their day-to-day job.
3. Retirement
 - a. The Employer shall establish a 401k within three months after the signing of this agreement. The Employer shall match any contribution made by a unit member up to 5% of a unit member's gross wage.
 - b. Should a greater percentage match be provided for any non-bargaining unit members during the term of this agreement, Guild-represented unit members shall have access to that match increase.
4. Annual adjustments
 - a. At the end of each contract year, a cost-of-living adjustment (hereinafter "COLA") will be discussed between The Guild and Management for budget consideration. The goal of Management will be to provide a COLA assuming the resources are available to do so. Management will review the most recent available annual change in the Consumer Price Index - All Urban Consumers (CPI-U) to help inform the amount of the increase.
 - b. Before determining any annual COLA, management shall conduct an annual review of the organization's current and projected financial status in collaboration with representatives from the Guild. This review shall encompass a substantive examination of the organization's budget.
 - c. For December 1, 2023, Management will provide all unit members a 3% of base salary COLA, provided that health insurance premium cost increases do not exceed 10%. If health insurance premium costs increase beyond 10%, the parties shall meet as soon as practicable to renegotiate and adjust the COLA increase and/or health insurance benefits to address the adverse budgetary impact to the Employer.
 - d. For December 1, 2024, Management will provide all unit members a minimum 2% of base salary COLA, provided that health insurance premium cost increases do not exceed 10%. If health insurance premium costs increase beyond 10%, the parties shall meet as soon as practicable to renegotiate and adjust the COLA increase and/or health insurance benefits to address the adverse budgetary impact to the Employer.
 - e. For December 1, 2025, a cost-of-living adjustment (hereinafter "COLA") will be added to salaries across the board for the next contract year. The COLA shall be informed by the CPI-U index, with the goal of 2 to 3 percent of the value of the unit member's annual salary.
5. Performance-based raises

- a. Individual merit increases or bonuses may be granted at management's discretion based upon a variety of factors including, but not limited to organizational budget conditions, fiscal constraints, fundraising, the general rate of inflation, and any other specific factors currently impacting the Employer.
 - b. Upon ratification of this version of the CBA, management will use \$33,555 to deliver bonuses and/or adjust unit members, which will be done within 4 weeks upon contract ratification.
 - a. Provisions of the current merit pay policies are still in effect to the extent they do not conflict with the provisions of this Article, and are listed in Appendix A.
6. Ratification Bonus
- a. More Perfect Union will transition to a new PTO system with unlimited leave. That leaves a few unit members with large quantities of unused PTO. Therefore, unit members will receive either a 50% payout for any remaining hours over 104, or a \$1,000 ratification bonus, whichever is larger.
7. Bi-Weekly Pay Cycle
- a. Within 60 days of signing this agreement, MPU will move to a bi-weekly pay period. Unit members will be paid via direct deposit on a set day once every two weeks, resulting in 26 paychecks per year. Part time unit members will accrue 4.0 hours of leave per pay period and probationary unit members will accrue 8.0 hours of leave per pay period with this new cycle. All other payments, deductions, and otherwise that are currently tied to the semi-monthly pay schedule will be adjusted accordingly.
2. Health Care
- a. MPU unit members shall continue to receive medical, dental, and vision coverage on the same basis as provided prior to the effective date of this agreement. Any changes to health care must be negotiated.
 - b. MPU will maintain an FSA at its current level.
 - c. If changes to healthcare are implemented, plans must be offered at least their current level (90% of employer paid monthly premium of BluePreferred PPO Platinum 0 plan) of coverage to the extent possible, based on budget considerations.

ARTICLE X

Sick, Vacation, and Family Leave

1. Sick Leave
- a. Subject to the provisions herein, sick leave with full pay shall be granted to a unit member to cover short term absences due to injury or illness that prevent the unit member from performing their work, or to cover medical appointments (including, but not limited to, appointments with doctors, dentists, and therapists)

for the duration of each illness or incapacity. Unit members must not abuse sick leave and may be asked to provide documentation to substantiate the use of leave if the absence should exceed 5 business days.

- b. Unit members must notify their manager as soon as possible of a sick leave absence. Specifically, unit members must request advance approval from their supervisors as follows:
 - i. For unplanned Sick Leave, a unit member shall notify their supervisor as soon as they know they will be unable to work. The unit member shall contact their supervisor on each additional day of absence by 10am in the time zone in which the unit member works; and
 - ii. For planned Sick Leave, a unit member shall obtain their direct supervisor's approval as soon as possible, at least seven calendar days before the leave is taken.
 - c. Sick Leave may be taken in increments of one (1) hour.
 - d. Absences of a type and duration (six weeks or longer) that qualify as absences for MPU's Short Term Disability policies shall be covered in accordance with those policies.
 - e. MPU shall comply with the most progressive applicable state laws concerning sick leave.
 - f. Should a unit member's absence be covered in whole or in part by an applicable state-provided medical, family, or disability leave, the unit member shall apply for leave and benefits under the state sponsored program.
2. Vacation Leave
- a. The parties agree that unit members and MPU both benefit when unit members have the freedom and flexibility they require to balance the responsibilities of both their work and home lives. Therefore, the parties shall forgo implementation of a leave accrual or bank system of any sort, and MPU shall implement an unlimited time off policy. All requests for leave must be scheduled and approved by the unit member's supervisor.
 - b. Office holidays falling within a scheduled vacation period will not count as vacation leave but as holiday pay, detailed below.
 - i. All employees are eligible to receive paid federal holidays provided the holiday falls during their regularly scheduled hours. A holiday closure calendar for the coming year will be issued before January 1st of that year.
 - ii. If a holiday falls on Saturday or Sunday, MPU shall notify all employees of the day observed in lieu of that holiday. Typically the holiday is observed on the following Monday if the holiday falls on a Sunday, or the preceding Friday if the holiday falls on a Saturday.
 - iii. The 2024 federal holidays being observed and paid are as follows:

Monday, January 1, 2024 - New Year's Day

Monday, January 15, 2024 - Martin Luther King, Jr. Day

Monday, February 19, 2024 - Presidents' Day

Monday, May 27, 2024 - Memorial Day

Wednesday, June 19, 2024 - Juneteenth

Tuesday, July 4, 2024 - Independence Day

Monday, September 2, 2024 - Labor Day

Monday, October 14, 2024 - Indigenous Peoples' Day

Monday, November 11, 2024 - Veterans Day

Thursday, November 28, 2024 - Thanksgiving Day

Thursday, December 25, 2024 - Christmas Day

- c. Eligible unit members shall not have any limits on the number of vacation days available to them, provided:
 - i. Vacation Leave must be requested in advance, in writing. For planned vacations, unit members must notify their supervisor as soon as possible. As a courtesy to colleagues and for the efficient scheduling of overall workflow, Unit members are encouraged to discuss plans to take time off with their supervisor as early as possible.
 - 1. For 1 days of leave requested, unit members must request the at least 1 business day in advance.
 - 2. For 2 days of leave requested, unit members must request the at least 2 business days in advance.
 - 3. For 3-5 days of leave requested, unit members must request the at least 5 business days in advance.
 - 4. For 6-10 days of leave requested, unit members must request the at least 10 business days in advance.
- d. Vacation Leave will not be unreasonably denied, but management may consider factors including, but not limited to workloads, coverage, timing of the requests, days of the work week taken, and impact on opportunities for others to take time off when considering requests. If a vacation leave request is denied, management must provide a reasonable justification in writing to the unit member.
- e. Unit members must take a minimum of 160 hours of Vacation Leave each calendar year. Management shall endeavor to provide opportunities for unit

members to take vacation leave, however, it is incumbent upon unit members to make requests such that they may reach the minimum hours stated above.

- i. Unless otherwise required under state or federal law, no Vacation Leave shall be paid out to Eligible Unit members at the end of their employment with MPU. Where state or federal law requires Vacation Leave to be paid out, the unit member shall be paid for the minimum number of days required under the law.
- f. Management and the unit member will track Vacation Leave usage in Rippling for administrative purposes.
- g. For purposes of this Section, “eligible unit members” shall be defined as all full-time exempt unit members with 90 days (calendar days) of continuous service.
 - i. Vacation leave for full time unit members with less than 90 calendar days of continuous service, full time unit members will accrue 8.66 hours per twice monthly paid period for the first 90 calendar days.
 - ii. An FTE can request additional leave during the hiring process, or with their manager during the first 90 calendar days.
 - iii. Unused leave will be paid out for unit members departing within the first 90 calendar day period of employment.
 - iv. After 90 (calendar) days of continuous service, the full-time unit member will have unlimited vacation leave benefits and forfeit unused vacation time.
- h. This Section does not apply to eligible unit members when requesting other forms of leave (e.g., military, jury duty, etc.) governed by other Sections of the Agreement or Employer policies.
3. Except for those on protected leave (such as state or federal family and medical leave), if an eligible unit member is unable to meet the expectations outlined above, the Employer reserves the right to temporarily revoke unlimited leave. Further, if gross abuse of this leave is observed, disciplinary action may be taken up to and including termination of employment.
4. Vacation time may be taken in increments of (1) hour.
5. Vacation days shall be paid as eight (8) hours based on the unit member’s calculated straight time pay rate on the date the vacation day is taken. Where vacation is taken in less than full day increments, vacation pay shall be proportional to the hour(s) of vacation time taken.
6. Parental Leave
 - a. The Employer shall provide all unit members with 12 weeks (480 hours) of paid parental leave at full salary in connection with a child coming under the care of the unit member. Leave may be used within a year starting when the child comes into the unit member’s care, non-sequentially. Unit members are entitled to an additional 12 weeks of unpaid leave. In addition to any direct legal or biological

parental connection, the Employer will recognize parental leaves for the birth of a MPU unit member's partner's child who is not biologically related to the MPU unit member, the adoption of a child a MPU unit member has not legally adopted but for whom the MPU unit member shares parenting duties and for similar family formations created in the future.

7. Caregiver Family Care Leave Policy
 - a. "Caregiver Leave" shall be defined as leave for the purpose of caring for a seriously ill partner or family member or in the event of a family member's military deployment to a foreign country.
 - b. For caregiver leave of more than 8 consecutive business days, certification will be required to substantiate the medical need for the unit member's absence in the care of their family member.
 - c. Any leave extending beyond 10 consecutive business days, or any 10 days over a course of 15 days, the unit member will be required to file a family leave claim with their state of residence.
 - d. "Family member" will include spouse, domestic partner, sibling, parent, child, or grandparent whether through a biological, legal/step, adoptive, or foster relationship.
8. Taking unauthorized absences or other abuses of the leave policies are grounds for discipline, up to and including termination of employment.

ARTICLE XI

Diversity, Equity, Inclusion and Justice

The Employer and the Union share a mutual commitment to the principles of diversity, equity, and inclusion and to continue the active promotion of diversity in the workplace. Consistent with this commitment:

1. The Diversity, Equity, Inclusion, and Justice provisions of the organization are hereby incorporated into this Agreement in Appendix B.
2. The Employer will strive to implement best practices in its recruitment, retention, and advancement practices to create a diverse hiring pool to recruit applicants, and will make efforts, consistent with state and federal law, in pursuit of a goal to actively recruit a diverse workforce.
3. The Employer will ensure that all unit members who are involved in hiring or promotion decisions shall receive annual implicit bias training specifically tailored to the hiring and promotion process.
4. The Employer shall formally provide two (2) hours of paid work time per month for the convening of all interested unit members to discuss DEI issues and make recommendations to management. Potential focus areas include but are not limited to:

- a. understanding diverse perspectives;
 - b. promoting diversity;
 - c. creating inclusion, and
 - d. challenging biases in hiring, promotion, retention, work performance, and workplace culture.
5. The Guild shall appoint and empower three DEI representatives for the purpose of addressing and promoting the goal of a diverse workforce and to discuss ideas and opportunities to further the parties' mutual commitment to the principles of diversity, equity & inclusion. The representatives shall meet with management on a semi-annual basis, or on an as-needed basis to address issues relevant to diversity, equity, and inclusion and make recommendations to management. Areas to discuss may include:
 - a. Creating a guiding rubric for hiring as a recommendation to management, with attention to listing prerequisites and considerations that will enable us to consider a wider array of applicants for hiring.
 - b. Provide insight and recommendations on publishing of job postings in regards to the selection of recruiting platforms and/or jobs sites & public forums where postings will be listed.
 - c. Making recommendations to management at regular intervals to ensure the continued diversity of the organization.
6. The Employer and DEI Working Group shall conduct an annual diversity audit at the end of the year, that shall include:
 - a. Measures of pay, gender, and race within the organization at the time the audit is completed;
 - b. The steps that were taken in the previous year to promote diversity and equity in the workplace. This may include, but is not limited to, the available data on racial and gender diversity within the interview pool for each role hired that year, the job posting sites where jobs were listed, diversity and equity trainings that were held, a record of meetings on DEI (including dates and topics discussed), outreach to professional associations that serve underrepresented groups within media, etc.
 - c. Based upon the outcomes of the audit, it shall include recommendations on how to improve diversity, equity, and inclusion in the workplace.
 - d. If a racial or gender group is underrepresented in any job classification, the employer, where reasonably possible, shall include candidates from those groups in the interview pool when openings occur.
 - e. This process shall also apply to hiring outside the bargaining unit. The report and recommendations will be released to all staff, and an organization-wide conversation about the results of the report must be scheduled within one month of its completion.
7. The Employer and Union share a commitment to equitable pay across the bargaining unit.

ARTICLE XII

Editorial Standards

1. Editorial Standards Document

- a. The Employer agrees to maintain a More Perfect Union editorial standards document that defines the organization's view of advocacy journalism and explains a methodology to deliver that vision in line with established journalistic values. The Employer and a member of the unit will meet within three (3) months of the ratification of the contract to discuss and review a draft of the editorial standards document.
- b. The Guild and Employer may discuss the reasons for editorial decisions that lie outside the realm of the standard production process, i.e. revisions made post-episode release, etc.
- c. A unit member shall not be required to perform practices outside those established editorial standards. If a unit member wishes to exercise this right, they must provide management with detailed reasoning on their decision.
- d. The Employer shall not modify published editorial content, or fail to publish editorial content, at the direction of advertisers.
- e. The Employer and Guild will work together to provide a forum for unit member questions as it relates to editorial strategies past, present, and future.
 - i. This will ensure that unit members are afforded time to offer feedback on both information presented and other issues as it pertains to the editorial process and decision making.

2. Individual Stories

- a. The lead producer, author, or host [hereafter referred to as 'lead'] of an individual video, article, or newsletter [hereafter referred to as 'piece'] shall be granted the right to review that piece before publication. Considering we work in a fast-paced environment, the lead will be required to review the piece within a reasonable amount of time, communicated to them clearly by management or the publishing team.
 - i. In the event that the lead will be unavailable when a piece is going to be published, they will designate another unit member to give final sign off.
- b. Unit members may remove their byline or credit from any piece of published content.
 - i. Substantive changes in material submitted shall be brought to the unit member's attention before publication.
- c. Bargaining unit members shall not be required to perform work on any non-fiction or non-satirical piece that they reasonably believe to be:
 - i. demonstrably false; or
 - ii. may be reasonably construed to violate ethical journalistic standards.

- d. A unit member shall not be required to write, process, or otherwise prepare anything for publication in such a way as to distort any facts or to create an impression which the unit member knows to be false or harmful.
 - e. Inclusion and coverage of marginalized identities must be an integral part in editorial decisions, from both management and unit members.
3. Hosted pieces
 - a. Unit members have the right to turn down hosting assignments but can still be expected to produce or write the same piece.
 - b. Unit members providing on-camera hosting or voice-over will be granted reasonable control over the content they are expected to deliver, in addition to the above rights.
 4. Communication, Standards, and Editorial Decisions
 - a. In an effort to enhance transparency and foster productive creative dialogue, writers, producers, reporters, and anyone who directly creates content shall have the right to request a written explanation for editorial decisions on videos they are the producer, editor, or writer of.
 - i. Editorial decisions include, but are not limited to declining a pitch, significantly altering a piece, killing an in-progress piece, or assigning a piece.
 - ii. Asking for a written explanation is not an attempt to force a change of the editorial decision, but simply to better understand the reasoning.
 - iii. Unit members agree to use this right in a reasonable manner, with respect to management's time limitations.
 5. Should a unit member be targeted for legal action as a result of their good faith effort to execute instructions from management, the organization will provide support for that unit member.

ARTICLE XIII

Shop Stewards

Upon appointment, the Union shall notify the Employer, in writing, of the name(s) of Shop Stewards authorized to handle grievances or otherwise conduct Union business. On a quarterly basis, the Union will furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary.

ARTICLE XIV

Severability

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision/legislation; provided, however, that upon such a decision the parties agree, as soon as practicable, to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XV

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 XVI

Management Rights

1. The management and direction of More Perfect Union, including but not limited to, the rights to plan, direct, and control operations, hire unit members, determine the number of unit members and hours worked, and the right to establish and maintain rules and regulations covering the operations of More Perfect Union covered by this Agreement are prerogatives of management, subject to and where not in conflict with this agreement.
2. Any parts of all Employer policies currently in effect that do not conflict with this Agreement shall remain in effect, except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. Provided:
 - a. Notice of any employer policies that directly relate to wages, hours, or working conditions, shall be provided to the Union at least fourteen (14) working days prior to implementation. After receipt of such notice, the Union may request a meeting concerning the proposed changes within-(7) seven_working days of receipt. The meeting will be held as soon as practicable.
 - b. Following any meeting held under Article XVI.2a the Employer will provide the Union with final written notification of the changes, which shall include any modifications to the initial proposed changes.
 - c. Challenges to proposed changes implemented under this provision shall be subject to the grievance-arbitration provisions of this Agreement.

ARTICLE XVII

Scope of the Agreement

This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all the rights and obligations of the parties. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this Agreement, the other party shall not be obligated to bargain with respect to any subject not covered in this Agreement.

ARTICLE XVIII


Duration Of Agreement

This Agreement shall continue in effect from __October 1_____, 2023 through __September 30, __2026_, and shall continue in effect from year to year after, unless either party service notice in writing not less than ninety (90) or more than one-hundred and twenty (120) days prior to expiration of the desire for termination of or for changes in the Agreement. In the event that either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes. Pending the termination of negotiations, neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may, in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires. Terms and conditions of this Agreement shall remain in effect during any negotiations or any modifications.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal:

FOR THE UNION:

FOR THE EMPLOYER:


Brooke Darrah Shuman (Oct 24, 2023 10:09 EDT)

Oct 24, 2023


Malea Stenzel Gilligan (Oct 31, 2023 11:23 EDT)

Brooke Darrah Shuman
[NAME]


[DATE]

Malea Stenzel Gilligan
[NAME]

[DATE] Oct 31, 2023


Jordan Zakarin (Oct 24, 2023 12:08 EDT)

Oct 24, 2023


Faiz Shakir (Oct 24, 2023 10:04 EDT)

Jordan Zakarin
[NAME]

[DATE]

Faiz Shakir
[NAME]

[DATE] Oct 24, 2023


Sean Morrow (Oct 24, 2023 10:47 EDT)

Oct 24, 2023

Sean Morrow
[NAME]

[DATE]


Renato Mendoza (Oct 24, 2023 12:11 EDT)

Oct 24, 2023

Renato Mendoza
[NAME]

[DATE]

APPENDIX A

Merit Pay Policy

Annual salary bonuses are an aspirational goal for the organization, though not guaranteed. Salary adjustments are based on organizational budget conditions, fiscal constraints, fundraising, the general rate of inflation, and any other specific factors currently impacting the Organization. Salaries are reviewed annually in conjunction with a performance review.

More Perfect Union hires with pay equity based on qualifications and previous experience. For all roles, we aim for our base pay to be above the market average for similarly situated non-profit employees, provide monthly home office stipends to be above the market average, and aim to provide annual cost of living adjustments.

The following factors are the basis for awarding merit pay to employees:

1. Every 12 months, bonuses or salary increases will be considered as part of our semiannual performance review process. The primary factor is exceptional performance of job responsibilities as defined by one's job description and feedback in previous reviews. The appropriate pay level within the range considering employee performance, market conditions, and experience will be reexamined.
2. Staff may receive pay that falls outside the band of their particular role in certain circumstances:
 - If they have unique experience or expertise.
 - If they assume new/additional responsibilities, such as management duties.
 - If they demonstrate extraordinary performance in the role, well above and beyond expectations.
3. Salary adjustments and/or one-time bonuses are subject to organizational budget constraints.

Salary increases, whether through merit-based or annual review, are not guaranteed. Merit increases may be awarded to those who consistently exceed performance, as assessed through the performance review process, and will be made effective at the discretion of the Executive Director.

More Perfect Union maintains a goal of pay equity within similarly titled employees, and if larger salary adjustments are made, they must be accompanied by title and role changes.

Annual pay adjustments are typically effective January 1, coinciding with the beginning of the Organization's fiscal year. An employee is eligible for a salary increase after 12 consecutive months of service, and are entitled to a discussion about their compensation at an annual

performance review. Employees who are hired after October 1 will be eligible for a salary review the following January (i.e., up to 15 months from their hire date).

Employees are to be notified in writing of their final merit increase as soon as possible once all merit increases for the year have been approved.

APPENDIX B

Diversity, Equity, Inclusion, and Justice

Establishing Justice

At More Perfect Union, we value diversity, equity, inclusion, and justice in all elements of our work. We are committed to creating a diverse workplace where everyone is welcome and accepted for who they are. We know that to achieve equity, we must pursue justice and remove the barriers to entry for historically marginalized, underrepresented, and oppressed people.

We affirm that Black people, Indigenous people, and People of Color experience both historic, systemic, and overt racism. We stand in solidarity with those communities and recognize that their struggle and the struggle of the working class go hand in hand.

We strive to increase diversity, equity, inclusion, and justice in all elements of our work. We recruit, employ, train, compensate, and promote regardless of race, religion, creed, national origin, ancestry, sex (including pregnancy), sexual orientation, gender identity (including gender nonconformity and status as a transgender individual), age, physical or mental disability, post-secondary educational status, citizenship, genetic information, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law.

These values are integrated into our primary mission to advocate for economic justice by telling the stories of all working people.

Goals and Efforts

Improve and actively promote awareness of DEIJ issues in the workplace

MPU strives to create a work environment where everyone feels empowered to speak up and advocate for themselves and others. Staff should speak with their peers, their union, their supervisors, and management about any concerns. All feedback is welcome, and proactive communication is our standard. Differences of opinion are respected.

- Staff are encouraged to provide feedback to their supervisors about organizational culture and areas of improvement during semi-annual reviews and more regular check-ins.
- All staff are required to participate in unconscious bias training, with continued investment of time and financial resources to ongoing DEIJ education.
- Operations and Management clearly and proactively communicate the necessity of bias and DEIJ trainings, and always provide a point of contact in communications.

Foster diversity and inclusion in the workplace

MPU values multiple perspectives; diverse experiences inspire novel thinking, connecting thoughts in new ways, and different approaches to problem-solving. We strive to have a diverse team. All staff should have an understanding of systemic and unconscious biases and feel welcome and supported by each other. Everyone should feel respected, valued, and have a sense of belonging here.

- Our flexible work schedule, remote-first culture, and home office stipend creates an environment of increased equity and accessibility
- MPU creates and maintains opportunities for engagement, education, and discourse related to issues of equity, diversity, and inclusion
- Salaries are regularly reviewed across teams to ensure pay equity, and are measured against similar positions in high-cost areas to ensure wages are fair and equitable
- MPU leads by example in the prioritization of diversity and inclusion in our Board and Management

Recruit workers from a broad range of backgrounds

Gathering a diverse team requires active measures to remove obstacles in traditional hiring processes, and specific outreach to ensure a diverse pool of candidates. Hiring for any position will be dependent on an applicant pool that represents a multitude of backgrounds, experiences, and perspectives. Our interview process shall reflect our understanding of unconscious and systemic bias, and affirmative steps will be taken to mitigate those biases.

- All jobs are posted to a broad range of career sites, chosen specifically to increase the diversity of candidates. Salaries are posted with the job listing.
- The content of our job postings and job descriptions is regularly updated and edited to encourage a broader range of applicants, and to eliminate any potential bias in the language.
- Assignments given during hiring, which often sway a final decision, are judged blind to reduce unconscious bias. Candidates are paid for their time for those assignments.

APPENDIX C

Reimbursements/Home Office Stipend

To recognize that employees are using their homes for the business of More Perfect Union, More Perfect Union will provide up to \$500/month, or \$6,000 per year in home office reimbursement to eligible employees of More Perfect Union.

This policy does not replace or modify the travel policy of More Perfect Union.

ELIGIBILITY

This policy applies to all FTE, temporary FTE, and full-time interns.

COVERED EXPENSES

Necessary work-related expenses may include:

- Rent, Mortgage, and Insurance payments for any space used as a home office
- Fees for community or coworking spaces
- Tools and equipment required to perform the employee's job, including:
 - Computer, Computer Repair and Insurance.
 - Tablet, Tablet Repair and Insurance.
 - Microphones, Cameras, Cords.
 - Printers, Ink and Toner.
 - Cell Phone Device, Cell Data and Calling Plan, Cell Phone Repair, and Insurance.
- Utilities (cable, internet, phone, fax, electricity, water, sewer, natural gas, heating oil,) expenses.
- Research or other supplies needed to execute professional duties.
- Subscriptions.
- Books and Publications.
- Office Supplies such as notebooks, pens, batteries, etc.
- Team meetings and meals during office hours in which official MPU business is discussed (alcohol is excluded).
- Work meetings with colleagues and consultants where official MPU business is discussed (alcohol is excluded).

PROCEDURES

Employees who incur work-related expenses are required to submit those expenses for reimbursement as follows:

- Employees must submit the reimbursement form, along with appropriate supporting documentation, such as original receipts with the amount, time, place, and business purpose of the expense.
- Employees are asked to submit reimbursement requests for approval as soon as possible. MPU will reimburse staff monthly through [bill.com](https://www.bill.com).
- Expenses will be reimbursed at a maximum rate of \$500 per month. Approved reimbursable expenses that are in excess of that amount, will be rolled forward to the next month until full reimbursement has been received.
- Management will allow receipts to be submitted up until December 10 of the calendar year for up to \$6,000 in home office reimbursable expenses.

Employees who believe that the amount they have been reimbursed does not represent a complete reimbursement should immediately contact the COO.

Management will accept a receipt, a cleared check, a screenshot from an electronic payment service such as Venmo, Zelle, Paypal, Apple Pay, etc., as documentation for rent payments.

APPENDIX D

Severance

More Perfect Union must occasionally eliminate certain positions or reduce work hours for some positions. Such changes can occur as a result of reduction in funding, a business restructuring, or complete elimination of a department or service.

For layoffs and termination relating to a reduction in the workforce, Management will pay severance based on length of employment:

0-6 months: 2 weeks

6 months-1 year: 6 weeks

up to 2 years: 8 weeks

up to 3 years: 10 weeks + add 2 weeks for every additional year of service with a cap of 16

The Employer shall not be obligated to pay any severance for terminations for just cause, including but not limited to those arising under the progressive discipline policy outlined herein. Employees shall be given two weeks' pay in lieu of notice, of any discharge. The Employer shall not be obligated to pay any additional severance, but shall consider severance on a case-by-case basis.