

Collective Bargaining Agreement

Between

NAF Hotline Fund

And

**Washington-Baltimore News Guild
TNG-CWA Local 32035**

**Effective January 1st, 2023 through January 1st,
2026**

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Article 1: Recognition/Coverage

Section 1: Recognition

The NAF Hotline Fund (d/b/a National Abortion Hotline) (Hotline) hereby recognizes the Washington-Baltimore News Guild, CWA Local 32035 (the Guild) as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2: Bargaining Unit

The bargaining unit shall consist of all Hotline employees including Care Coordinator, Operations Assistant, Operations Coordinator, Digital Engagement Coordinator and Travel Coordinator excluding supervisory, managerial, and confidential employees as defined in the National Labor Relations Act (NLRA). If the Hotline creates a new position that the Guild believes should be in the bargaining unit, Hotline will meet with the Guild concerning inclusion of the position in the unit.

Section 3: Employees/Terms

Unless otherwise specified, the term "employees" as used in this Agreement shall mean employees in the Guild bargaining unit. "CCs" shall refer to Care Coordinators, "HLOA" to Hotline Operations Assistants, "HLOC" to Hotline Operations Coordinators, "TC" to Travel Coordinators, "DEC" to Digital Engagement Coordinators, and "Direct Service Staff" to CCs, DEC's and TCs. The term "Guild Representatives" refers to employees and consultants of the Washington-Baltimore News Guild as well as Hotline employee representatives designated or selected for the purposes of representing the unit employees. The term "Shop Steward" or "Steward" refers solely to Hotline employee representatives designated or selected for the purposes of representing the unit employees.

Article 2: Union Security & Dues Deduction

Section 1: Union Members in Good Standing

It shall be a condition of employment that each employee of the Hotline in the bargaining unit referred to in Article 1 either be and remain a member of the Guild in good standing no later than the thirty-first day following the effective date of this Agreement, or the first day of work, whichever is later, or that the employee shall pay an agency fee to the Guild in an amount equivalent to the dues the employee would pay as a Guild member. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

Section 2: Dues

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

Section 3: Payroll Deductions for COPE

The Hotline shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing. The Guild will provide employees with information pertaining to the Committee on Political Education (COPE) to help them decide whether to participate or not.

Section 4: Indemnity

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

Article 3: Job Security, Layoff, Discipline & Discharge

Section 1: Just Cause

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

Section 2: Discipline Timeline

Discipline shall be applied progressively by the Hotline except in the case of gross misconduct and shall be applied within 15 working days of the event(s), or the discovery of the event(s) giving rise to the discipline. Progressive discipline shall be defined as a verbal warning, a written warning, a final written warning, and termination of employment.

Section 3: Notification

The Guild shall be notified in writing within 24 hours of any discipline or discharge. Any discipline not recorded in this format is not valid or enforceable.

Section 4: Time Limits

If no other discipline has been received, notices of discipline shall not be considered for purposes of progressive discipline after 12 months after issuance.

Section 5: Termination

Employees who are terminated will receive two weeks' pay (at the employee's regular base rate of pay) upon signing a severance agreement, except for employees discharged for gross misconduct or willful disregard of duties.

Section 6: Layoff

The Hotline shall notify the Guild in writing at least 30 business days prior to any proposed reduction in force. The Hotline will specify the job title and number of employees affected. During the first 20 working days of the notice period, the Hotline will meet and confer with the Guild to discuss the economic justification for the layoff and to seek alternatives to a reduction in force including the consideration of alternative budget reduction measures. If alternative options to the reductions cannot be reached, employees shall be laid off in reverse order of seniority within job classification. In the event that multiple employees have the same date of hire, the Hotline may consider job performance and previous disciplinary action to determine the order of layoffs. Laid off employees shall be entitled to severance pay and benefits in accordance with Article 3, Section 8.

