## **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, DECs 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.

## Section 7: Recall

Laid-off employees shall be placed on a rehiring list for a period of one year from their layoff date. Employees shall be recalled from layoff in order of seniority within job classification. When laid off employees share the same level of seniority, consideration may be given for their record of performance disciplinary standing at the Hotline. Employees shall be notified by one email to the last known email address and one phone call to the last known phone number of Hotline job openings they are qualified to perform. Employees shall have three working days to respond to the recall notification before the Hotline offers the position to the next qualified employee. Upon responding positively to the notice within three working days, the laid off employee shall be recalled back to work.

## Section 8: Severance for Laid-off Employees

Full-time laid-off employees shall receive severance of one weeks pay plus:

6 months to 1 year of employment 1 week pay OR 1 month COBRA

1 to 5 years of employment 2 weeks pay AND 2 months COBRA

5 to 10 years of employment 3 weeks pay AND 3 months COBRA

10 or more years of employment 4 weeks pay AND 4 months COBRA

## Article 4: Grievance & Arbitration

#### Section 1: Grievant Definition

The term "grievant" shall be considered to include: any individual bargaining unit employee, a group of bargaining unit employees or the Guild.

### Section 2: Grievance Definition and Initiation

A grievance means a dispute or controversy arising out of or involving the interpretation, application, administration or alleged violation of this Agreement, except as explicitly excluded from this Article. Working days under this article are defined as Monday through Friday, unless there is a contractual holiday within those days.

## Step One:

Grievances shall be filed in writing by a representative of the Guild with the grievant's direct supervisor and Human Resources within 15 working days after the occurrence, or within 15 working days after the grievant or Guild become aware of the occurrence or should have reasonably become aware of the occurrence. A grievance shall specify the name of the grievant(s), the action(s) complained of, the approximate date(s) on which the action(s) occurred, the provision(s) of this Agreement that the Guild contends have been violated, and the remedy sought. Efforts to adjust grievances shall be made on Hotline work time within reason.

There shall be a meeting between a Guild steward, the grievant and the Hotline-designated management representative(s) within 15 working days of the receipt of the written grievance. The Hotline shall respond in writing to the Guild steward within 15 working days of this meeting. If the Hotline does not provide a written response within that time, or if the Guild contests the response, the Guild may move the matter to Step Two.

## Section 3: Next Action Steps

## Step Two:

If the matter is not resolved at Step One, the Guild may move the matter to Step Two of the grievance process by notifying HR in writing within 15 working days of the employer's response to Step One. There shall be a meeting between a Guild representative, a shop steward, the grievant, and up to two Hotline managers within 15 working days of receipt of the Guild's appeal to Step Two. The employer shall respond in writing within 15 working days of the Step Two meeting. If the employer does not respond, or if the Guild contests the response, the Guild may move the matter to arbitration.

## Section 4: Arbitration

Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including the question of whether or not a matter is arbitrable, that is not satisfactorily settled in the meeting provided by the Hotline as described in Step Two may be submitted to final and binding arbitration by either party within 30 working days of the meeting described in Step Two. The parties mutually recognize the importance of using this period to confer and attempt to amicably reach final resolution of the grievance and thus avoid arbitration. The parties may also agree to extend this period to permit further investigation, discussion, and negotiation for resolution.

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. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, 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. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses - excluding Hotline employees who are witnesses - or attorney's fees). Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

### Section 5: Extension of Time Limits

The time limits set forth in this Article may be extended upon mutual agreement.

## **Article 5: Position Descriptions**

## Section 1: Provision of Position Description

The Hotline will provide each employee, whether a new hire or an existing employee who has been promoted, within one week of the employee's start date, a position description of the duties and responsibilities which the employee is expected to perform. A copy of the position description will be maintained in the employee's personnel file.

## Section 2: Revised and New Position Descriptions

The position description will be reviewed and updated every three years and at the employee's request to their supervisor if there are significant changes to responsibilities or role. For changes to position descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their position description through their supervisor prior to the Hotline's finalization of the revised description. The Hotline retains the right to establish positions and define and revise position descriptions as needed to carry out the work of the organization. When Management revises a position description or adds significant new tasks that fall outside the scope of the position's role and responsibilities, Management will notify WBNG of its proposed revision or new tasks, and, at WBNG's request, will promptly meet and negotiate over the proposal and appropriate compensation (if any) for the revision; provided that if no agreement is reached within two (2) weeks of such request, the Hotline may implement.

## Article 6: Scheduling

## Section 1: Coverage priority

Coverage of the Hotline phones by Care Coordinators must be maintained during Hotline operating hours. Care Coordinators may request a preferred schedule, however coverage of the Hotline phones during all operating hours will take priority. Decisions about scheduling and coverage shall be at management's discretion, except as modified herein.

## Section 2: Care Coordination Hotline Hours

Care Coordination Regions office hours must span a minimum of six hours, including a paid lunch break, of the eight-hour workday. Office Hours are to be held within the normal working hours of member facilities from 8am-6pm. Coverage for inbound calls will be available for the full duration of Hotline Operating Hours.

## Section 3: Full Time Care Coordinators Scheduling Requirements

- A. Full-time Care Coordinators in Tier One shall have non-exempt status.
- B. Full-Time Care Coordinators in Tiers Two, Three and Four shall have exempt status.
- C. All full-time employees shall receive pay differential(s) for eligible time worked, regardless of exempt or non-exempt status.
- D. An employee shall not be scheduled within 12 hours of their previous work shift without prior consent of the employee. This does not prevent an emergency request for phone coverage if a scheduled employee is unexpectedly absent.
- E. If a Care Coordinator wishes to switch from one regularly scheduled shift to a different shift to be scheduled regularly, the request must be made 30 days in advance of the desired change and approval of management is required.
- F. Full-time Care Coordinators will be allotted one paid fifteen-minute break per four hours of work.
- G. Full-time Care Coordinators will be allotted one hour-long paid lunch break per eighthour shift.
- H. Exceptions to these requirements for reasons of health, childcare, or school may be provided by the written approval of management. Documentation must be provided by the employee.
- I. Full-time Care Coordinators shall have adequate time to complete tasks related to their job duties and roles in the organization outside of phone calls. The time taken to complete these tasks will not be included in the calculation of performance metrics.

## Section 4: Part-Time Scheduling Requirements

Part-Time Care Coordinators must sign and abide by the Part Time Staff Scheduling Agreement.

- A. Part-Time Care Coordinators must work a minimum of 40 hours per month unless a previous agreement has been made with management. They may not work over 19 hours per week in order to maintain Part-Time status.
- B. Part-Time staff are responsible for supplying their availability for the next month by the 23rd of each month unless management has already approved their absence from the schedule for the upcoming month.
- C. If a Part-Time Care Coordinator does not respond with the requested scheduling information within five working days, the staff person will receive a notification that a non-response may result in job abandonment.
- D. Employees have 48 hours to respond to the job abandonment notification.
- E. Failure to provide a timely response to the job abandonment notification will result in termination of employment.
- F. Part-time employees shall have adequate time to complete tasks related to their job duties and roles in the organization outside of phone calls. The time taken to complete these tasks will not be included in the calculation of performance metrics.
- G. Part-time Non-exempt Care Coordinators will be allotted one fifteen-minute paid break per four hours worked.
- H. Part-time Care Coordinators will be allotted one paid half-hour lunch break per four-hour shift and one hour lunch break per eight-hour shift.
- I. All part-time Tier One employees shall receive pay differential(s) for eligible time worked.

## Section 5: Exempt Employee Scheduling Flexibility

It is an expectation that exempt employees may occasionally work in excess of, or less than, their regularly scheduled shift, depending on the needs and completion of their workload. In the event that an exempt employee needs to adjust their schedule within the week (i.e., an employee works on a day for which they are not regularly scheduled and takes off a different day that week), employees are expected to coordinate with their team in advance of any such changes or adjustments to their schedule.

## Section 6: Care Coordination Weekend Staffing

All Care Coordinators will submit their preference for shifts, which can include weekends. Weekend shifts will be filled first by volunteers, in seniority order, and second, by assignment in inverse seniority within each Tier where there is a vacant weekend shift.

## Section 7: Care Coordination Holiday Coverage

Dispersal of holiday shifts for Care Coordination staff shall be determined by a seniority ranked bidding system as follows:

- A. Leadership shall maintain a seniority list for full-time and part-time Care Coordinators, regardless of Tier, which shall permit the scheduling of holiday coverage.
- B. Holiday coverage shifts shall follow the guidelines of:
  - a. Holiday coverage shifts shall be a minimum of four hours in duration of time.

- b. Each holiday coverage shift that an employee completes shall accrue a day of administrative approved paid time off.
- C. Bargaining unit employees will select holiday work shifts during the first and second week of November in the year preceding the year the shifts are being scheduled for, which takes effect on January 1st.
- D. Holiday shifts left uncovered will be assigned in order of inverse seniority out of the pool of staff who are not already assigned a holiday. If two employees have identical seniority, the shift shall be assigned to the employee who has had the longest time without a holiday shift. If this does not differentiate, lots will be drawn.

## Article 7: Attendance

## Section 1: Regular Attendance

Bargaining unit employees play an important role in the success of the Hotline. Regular and timely attendance is an expectation of performance for all Hotline employees. In the event an employee is unable to meet this expectation, the employee must notify their supervisor of any changes to their typical schedule.

## Section 2: Notification

Employees are expected to follow departmental notification procedures if they will be late for work, will be leaving early, will not be at work, or are requesting planned time away from work. At the time of notification, the employee must notify their supervisor of the reason for their absence (e.g. accrued time off, jury duty, or FMLA) in order to ensure appropriate tracking of leave utilization and absenteeism.

Whenever possible, supervisors will notify employees via email or meeting prior to any disciplinary action to discuss proactive solutions to any attendance issues. Incidents of not following the departmental notification procedures will be addressed in accordance with Article 3.

## Section 3: Planned Absence

When planning future time off of work, the employee must submit a time-off request as far in advance as possible. Any time off approved in advance by the employees' supervisor will not be used for the purposes of progressive discipline. This includes the use of accrued sick time for planned medical appointments. For an absence to qualify as a planned absence under this Section 3, the employee must provide notice of the requested time off or schedule change at least four calendar days in advance for an absence of over four hours, and at least 24 hours in advance for an absence of four hours or less.

## Section 4: Unplanned Absences and Tardies

Employees have the right to take unplanned time off work in accordance with any Sick and Safe Leave Act. If an employee is unable to report for work or will be late for work, they are required to notify their supervisor before the start of their workday or as soon as possible, if exigent circumstances prevent prior notice. An unplanned absence refers to a single failure to be at work for at least half of the employee's scheduled shift and may cover consecutive days when an employee is out for the same reason. An unplanned tardy refers to when an employee arrives more than 20 minutes past the start of their work shift, or leaves any time before the end of their work shift, without prior approval. Once accrued hours protected under any Sick and Safe Leave Act or other applicable law are exhausted, all future unplanned absences will be

counted as occurrences under this policy. This contract provides a minimum of 48 hours of unplanned sick and safe paid leave per year.

Occurrences will be tracked over any 12-month period and will result in progressive discipline, as follows:

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1 unplanned absence = 1 occurrence
2 unplanned tardies = 1 occurrence
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2 occurrences = Counseling Session

4 occurrences = Verbal Warning

6 occurrences = Written Warning

8 occurrences = Final Written Warning

12 occurrences = Termination

#### Section 5: Grace Period

An occasional grace period to the start of the workday will be considered to account for emergencies such as natural disasters, power outages, internet outages or similar circumstances beyond the employee's control preventing the employee's timely reporting for scheduled work, in the Hotline's remote-work context. These occasional grace periods will not count towards tracking occurrences towards progressive discipline.

#### Section 6: No Call No Show

No Call/No Show refers to an employee's starting work more than one (1) minute after the first half of the employee's scheduled shift and/or not having used the proper reporting/communication procedures as defined by specific departmental policy. Each occurrence of No Call/No Show will be treated as a separate occurrence. One no call/no show will result in a written warning; two no call/no shows will result in a final written warning; and three no call/no shows in any 12-month period will result in termination of employment.

## Section 7: Holiday Call-Outs

If any employee calls out of work the day before, the day of, or the day after a holiday, the employee's supervisor has the discretion to determine whether to count the incident as a regular occurrence or two occurrences, after the employee has exhausted the use of unplanned sick hours protected by any applicable law including a sick and safe leave act affording the employee the right to take unplanned time off work.

## **Article 8: Evaluation**

#### Section 1: Annual Reviews

The Hotline is committed to providing employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement. Hotline employees will receive a formal annual performance evaluation by their supervisor, reflecting the employee's success and effectiveness at meeting the duties in their job description and their goals. For Direct Service Staff, the annual review process will begin with observations by a supervisor of some of the employee's calls. For all employees, the annual review will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The results of the performance evaluation will be included in the employee's personnel file.

An employee has the right to submit a written response to an annual review within two weeks of the completion of the process, and that written response shall be included in the employee's personnel file. The contents of the annual review shall not be subject to the grievance/arbitration process described in Article 4.

Annual reviews shall occur during the final quarter of each year, regardless of employee's date of hire.

## Section 2: Probationary Period Review

All new employees will receive a formal performance evaluation at the conclusion of the probationary period.

## **Article 9: Professional Development**

## Section 1: Employer-required training

The Hotline shall pay the expenses of any training it deems necessary for employees' performance and requires employees to participate in. Time spent at employer-required trainings shall be considered regular work time.

## Section 2: Employee-initiated training or education

The Hotline encourages employees to pursue professional development opportunities such as courses, seminars, trainings, workshops, conferences, or time spent with a coach/mentor that will assist and/or improve their work at Hotline and help them make a long-term commitment to working at the organization.

Each year during the annual review process, each employee will work with their supervisor to develop a plan to meet their personal and professional development goals during the course of the year, and which will be reviewed as part of the employee's next annual review. Only time spent in Hotline-approved professional development activities count as work time.

The Hotline will offer up to \$500 per employee per year for employees beyond their probationary period to cover the costs of Hotline-approved professional development activities as follows:

- Full time employees will receive a professional development benefit of \$500 per year.
- Part time employees with tenure of 3 years or more will receive a professional development benefit of \$500 per year.
- Part-time staff under 3 Years of tenure will receive a professional development benefit of \$250 per year.

Professional development funds will become available on January 1st of the calendar year. This benefit does not roll over from one year to the next.

The Hotline will advise the Labor Management Committee about the level of usage of professional development funds on a quarterly basis.

Professional development funds must be approved, if the activity qualifies, within two weeks of the date in which an application requesting funds (which meets all the guidelines as outlined in the Professional Development Program Guidelines document) has been submitted to the appropriate manager for approval.

Fund disbursement will be paid proactively to the individual when the cost of the approved activity exceeds the individual's accrued amount, with the staff person paying only the difference between the individual's accrued amount and the total cost of the activity without the Hotline

requiring the staff person pay the full tuition with the Hotline offering reimbursement on their next paycheck.

Alternately, the staff person may elect for the Hotline to directly pay the organization providing the activity is approved. Eligibility for proactive funds must follow the Professional Development Program guidelines.

A copy of a receipt or training/development activity certificate of completion, where applicable, must be provided within 30 days to substantiate the professional development expense request. If the substantiation is not provided within 30 days of completion of the approved training or development activity, the employee will be notified and offered an additional two weeks to resolve the situation, and then be subject to payroll deduction of the prepaid amount from their paycheck.

## Article 10: Seniority

### Section 1: General

An employee's seniority date shall be the employee's first day of work with the Hotline, as either a bargaining unit or non-bargaining unit employee. Except as provided below, employees shall retain their original seniority date only while continuously employed by the Hotline. For purposes of this provision, employees shall be deemed continuously employed by the Hotline while on approved paid leave of absence from the Hotline, while employed by the Hotline in a non-unit position, or while employed by the National Abortion Federation.

## Section 2: Former Employees

Former employees who return to employment in a unit position will be deemed new hires for purposes of seniority date and probationary period, unless their date of return falls within nine months of their date of departure.

## Section 3: Continuing Employees

Seasonal employees who are hired to continue as regular full- or part-time employees shall have a seniority date retroactively from the start of their initial date of hire. Seniority dates for previously seasonal employees will be based on the amount of hours worked. Each 40 hours worked will count as one week of seniority.

#### Section 4: Retroactive Action

Employees whose status changes from part time to full time or full time to part time shall maintain their original date of hire upon which their compensation will continue to be based.

## Section 5: Communication with Guild

The Hotline shall provide the Guild with a seniority roster every February 1. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

## **Article 11: Hiring Internal Applicants**

## Section 1. Notification

The Hotline shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill. The Hotline may also advertise entry level positions externally at the same time they are posted internally. The Hotline may advertise non-entry level positions externally after they have been posted internally for five working-days.

## Section 2: Application Period

All internal applicants shall receive written notification of whether or not the Hotline will be interviewing them for the position. If a qualified current employee applies for a position, then the employee shall be given preference in the interview schedule over external applicants, unless the current employee is unavailable. This notification shall be sent to all internal applicants prior to any interview being conducted. If the Hotline declines to interview an internal applicant, this notification shall contain a brief summary of reasons the employer has declined to interview. The employee shall have the option of scheduling a meeting to further discuss these reasons. This meeting must be held within five working days of request.

Successful applicants shall be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by the Hotline. Where in the Hotline's judgment the qualifications of an internal applicant and an outside applicant are substantially equal, the Hotline shall award the position to the internal bidder.

Where the Hotline is deciding between two internal applicants whose qualifications, in the Hotline's judgment, are substantially equal, seniority shall be given primary consideration. Where the Hotline is deciding between an Operations Staff and Care Coordination staff, whose qualifications are substantially equal, Operations staff will be given primary consideration for Operations Coordinator positions. Where the Hotline is deciding between Care Coordination and Operations staff, whose qualifications are substantially equal, Care Coordination staff will be given primary consideration for Care Coordination positions.

If an employee is not awarded a position, upon request, the Hotline will meet with the employee and, at the employee's option, a representative of the Guild to discuss the reasons for non-selection. This meeting must be held within 10 working days of request.

#### Section 3: Tier Placement and Promotion Criteria

#### Tier Placement

Most newly hired Care Coordinator's will start as a Tier One staff member, although management reserves the right to place new hires in a more advanced Tier should their work experience justify the responsibilities.

Those Care Coordinators who were designated as a Floating Case Manager before the restructuring of the Hotline will be given the option to be assigned as a Care Coordinator (Flex) position. All Care Coordinator (Flex) positions would require achieving a Tier Three status.

#### **Promotional Consideration Guidelines**

A review of a Tier One or Two employee's readiness for promotion may be initiated by a staff member or their direct supervisor by filling out a request form at any time throughout their employment. Additionally, supervisors will automatically engage in a review about expectations, in comparison to requirements for promotion, after 90 days of employment, in the 6th month between annual reviews, and during annual reviews.

A decision on the request will be made by the staff member's direct supervisor and reviewed by at least one additional member of Hotline Leadership.

If the staff member is not approved for the requested promotion, the direct supervisor will outline all areas where the staff member did not meet the qualifications and develop an action plan with that staff member to help them meet their goals for advancement.

## Minimum Criteria for Promotional Eligibility

There is no set timeframe that a staff member needs to be a Tier One Care Coordinator, although it would be unlikely that a staff member would be promoted ahead of their 90-day probationary period.

To be considered for promotion, a Care Coordinator may not currently be on a Performance Improvement Plan or engaged in progressive discipline and have not been engaged in either process within the 90 days prior to promotional consideration.

Staff members who are in good standing with the organization, but do not pass the probationary period in their new position will be allowed to return to their previous position with the salary that reflects the salary of the position as well as the years of employment with the Hotline.

#### Tier One Criteria for Promotional Consideration

Tier 1 Coordinators are considered for promotion to Tier Two when they:

- Routinely exceed minimum Tier One performance targets and demonstrate selfmotivation and strong judgment, as recorded on routine evaluations and call listening sessions.
- 2. Demonstrate knowledge about the resources to manage complex cases.

Complex cases can include, but are not limited to:

- a. Cases that require travel support
- Cases with high procedure costs resulting in internal budget discussion and/or collaboration with local funds
- c. Cases that work with vulnerable populations (i.e. minors)
- 3. Have a track record of accepting and incorporating feedback including but not limited to feedback on performance related to Hotline policies and procedures.
- 4. Follow all Hotline policies and procedures.

#### Tier Two Criteria for Promotional Consideration

Tier Two Coordinators are considered for promotion to Tier Three when they:

- Routinely exceed minimum Tier Two performance targets and demonstrate an ability to manage increasingly complex cases, as recorded on routine evaluations and call listening.
- Demonstrate leadership qualities by collaborating with regional teams, supporting Tier
  One staff members, upholding Hotline policies and procedures and proactively
  supporting peers
- 3. Collaborate with Tier Three Care Coordinators to ensure regional continuity of care and strong relationships with local funds and clinics.
- 4. Have a track record of accepting and incorporating feedback including but not limited to feedback on performance related to Hotline policies and procedures.
- 5. Follow all Hotline policies and procedures.

#### Tier Three Criteria for Promotional Consideration

Tier Four positions are by application only.

Each region will have at least one Tier Four position.

# Article 12: FLSA Non-Exempt Employees and FLSA Exempt Employees

## Section 1: Full-Time Employees

Full-time employees are those who are employed to work a minimum of 40 hours per week including a one-hour paid lunch break. Full-time employees are salaried and are eligible for all currently available benefits (e.g., paid leave).

## Section 2: Part-Time Employees

Part-time employees are those who are employed to work a stated portion of the workweek, but who are regularly scheduled to work less than 20 hours/week. They may be salaried or hourly. As a matter of policy, the Hotline requires hourly employees to commit to a work schedule of a minimum of 40 hours per month. Exceptions may only be granted by Management, in conjunction with the Human Resources Department.

#### Section 3: FLSA Classification of Positions

Employees at the Hotline fall into one of two groups: exempt or non-exempt. Exempt staff are labeled as such because they are exempt from the overtime and minimum wage provisions of the Fair Labor Standards Act ("FLSA"). Non-exempt staff are covered by (not exempt from) the overtime and minimum wage provisions of the FLSA. In all cases, classification of an employee as exempt or non-exempt is based on the legal standards set forth by the FLSA and applicable state law. New employees will be advised of their employment classification. If an employee believes that their position has been misclassified, they should notify the Human Resources department immediately.

## A. Exempt Staff

"Exempt staff" includes all professional staff and other salaried employees meeting the guidelines of the FLSA and applicable state law. Exempt staff are not eligible for overtime pay.

## B. Non-Exempt Staff

"Non-exempt staff" includes all employees other than those designated "exempt staff". Non-exempt staff are eligible for premium overtime pay in accordance with the FLSA or applicable state law. No overtime hours may be worked without approval in advance, in writing, by the employee's supervisor. Non-exempt staff are required to maintain and submit accurate timesheets, recording their time worked each pay period.

## **Article 13: Wage Structure**

## **Section 1: Starting Salaries**

- A. Starting salaries for entry level (Tier 1) full-time staff shall be \$50,000
- B. Starting salaries for entry level part-time staff shall be the hourly equivalent of \$50,000
- C. Starting salaries for mid-level (Tier 2) full-time employees shall be \$53,000
- D. Starting salaries for higher-level (Tier 3) full-time employees shall be \$60,000
- E. Starting salaries for lead level (Tier 4) full-time employees shall be \$65,500
- F. Upon promotion employees will receive the salary that reflects the starting salary of the new position as well as the years of employment with the Hotline, in accordance with Section 2.

#### Section 2: Annual Increases

Annual increases shall be three percent of the employees current salary effective January 1st, 2024 and 2025. Current employees shall be placed on the wage scale in Appendix A effective January 1, 2023.

## Section 3: Salary Differentials

- A. Hotline Tier 1 employees will receive a salary differential for the hours worked after 7:30 pm equal to \$1.50 per hour.
- B. Hotline Tier 1 employees working weekends will receive a salary differential equal to \$1.50 per hour.
- C. Direct Service Staff with professional Spanish language capacity will receive a salary differential of \$2,000 additional to their post-probationary salary.

## Section 4: Tier Caps & Placement Percentage Targets

- A. No more than 20% of full-time and part-time staff in the bargaining unit shall be in Tier One status at any one time.
- B. The Hotline shall maintain a minimum of one (1) Tier 4 position per region. Employees must have a minimum of 2 years seniority at the Hotline completed prior to application for a Tier 4 position.

## Article 14: Paid Time Off

#### Section 1: Introduction

For any type of leave, except in the case of holidays, employees must first contact their supervisor for approval. In the case of illness or emergency absences, the employee should notify their supervisor in accordance with Article 7.

## Section 2: Paid Holidays

The Hotline observes the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and one floating holiday. Other paid holidays may be granted at the discretion of management.

#### Section 3: Summer Hours

Summer hours may be granted at the discretion of Hotline management, as described below.

Each year, the Hotline will assess workflow and endeavor to institute summer hours and will let employees know of its decision by May 1.

If the Hotline determines it is possible to do so, then, starting the Friday before Memorial Day and continuing through the Friday before Labor Day, Full-Time employees will be entitled to time off to be determined by management and after consultation with the guild each year. Full-Time employees should consult with their manager regarding alternative scheduling of this administrative time.

During the implementation of summer hours, non-exempt employees at work will receive a 30-minute lunch break.

## Section 4: Vacation

Vacation days begin to accrue on the employee's first day of work. Employees are not eligible to use paid vacation time before completing the 90-day Probationary Period of employment, unless given prior authorization by their supervisor. When an employee transitions from part-time status to full-time status, the day of that transition is the first day of full-time employment for purposes of vacation accrual. Annual leave for full-time employees accrues at the end of each pay period according to the following schedule:

Years of Service	Rate of Accrual	Maximum Accrual per year
rears or service	Nate of Accidat	Maximum Accidal per year

0-1	3.33 hours per pay period	10 days
2-4.99	5.33 hours per pay period	16 days
5+ years	7.33 hours per pay period	22 days

Part-time salaried employees working 20 or more hours per workweek shall be granted vacation on a pro rata basis. Employees working less than 20 hours per workweek and NAH employees working on an hourly basis are not eligible to accrue vacation.

Unused vacation time may be carried over from one calendar year to the next, not to exceed a maximum of 80 hours, unless specifically approved in writing by HR. Upon termination, employees will be paid for any earned but unused vacation time. Employees who leave for any reason prior to the end of the probationary period are not entitled to payment for unused vacation time.

Employees may not take vacation time in advance of accrued days, unless authorized in writing by the employee's supervisor.

#### Section 5: Sick and Safe Leave

Sick and safe leave with pay will be granted to full-time employees at the rate of one day per month worked. Such leave will accrue from the date of employment and may be accumulated to a maximum of 90 days. Part-time salaried employees working 20 or more hours per week are entitled to sick leave on a pro rata basis.

Sick and safe leave with pay will be granted to part-time employees working fewer than 20 hours per week, and all other hourly employees, at the rate of one hour per every 40 hours worked. Such leave will accrue from the date of employment, may be accumulated to a maximum of five days per year, and may be carried over to the following calendar year to a maximum accrual of 90 days. Sick and safe leave for all employees may be used after 90 days of service, or with prior authorization by the employees' supervisor.

Sick and safe leave may be used for personal illness and to care for ailing children, spouses, or other family members dependent on the employee for care, and shall include time off for medical and dental appointments that cannot be made outside working hours. It also may be used for absences associated with stalking, domestic violence, and sexual abuse or for any other purpose authorized by the Sick and Safe Leave Act. Sick and safe leave of more than five consecutive work days may require a doctor's note or other appropriate certification.

Any sick leave taken in advance of accrued days will be considered leave without pay, unless authorized in writing by the employee's supervisor. Unused, accrued sick leave will not be paid upon termination of employment.

## Section 6: Personal Leave

Full-time employees are permitted one day of absence with pay for personal reasons per year. Personal leave may not be carried over from one calendar year to the next. This time is to provide for religious holidays not observed by the Hotline and personal business that cannot be conducted outside of NAH's business hours, and is not to be considered additional vacation or sick leave. Part-time employees who work less than 20 hours per week and hourly employees of the Hotline are not eligible for personal leave. Salaried part-time employees who work more than 20 hours per week are eligible for personal leave on a pro rata basis. Accumulated personal leave will not be paid upon termination of employment.

## Section 7: Birthday Leave

Full-time employees will be granted one additional paid day off during the month of their birthday. This is not to be deducted from the employee's accrued paid time off.

## Section 8: Religious Observance

It is NAH's policy to support and cooperate with employees who practice diverse faiths and who want time off in observance of religious holidays not observed by the Hotline. Supervisors are encouraged to support the use of flexible schedules, and approve Administrative Leave of up to three days annually in such circumstances. Employees with upcoming religious holidays should request approval from their supervisor at least 30 days in advance.

#### Section 9: Bereavement Leave

The Hotline offers up to five days of paid bereavement leave per event, which may be taken with prior approval of the employee's supervisor. Employees may take additional bereavement leave with prior approval of the supervisor. Bereavement leave is not charged against earned leave. Part-time employees who work less than 20 hours per week are not eligible for the paid bereavement leave benefit. Bereavement will only be provided for those defined as a relative of the employee (please reference Appendix A for definition of relative).

## Section 10: New Parent Leave

The Hotline will grant any employee who becomes a parent through the birth or adoptive placement of a child up to 16 weeks of unpaid New Parent leave to bond with the child during the first year after the birth or adoptive placement. This leave runs concurrently with any other family leave rights the employee may have under federal, state, or local law. Employees may apply other available paid benefits (including from governmental sources) to their New Parent leave.

The Hotline also provides a paid New Parent benefit. Full-time employees will be granted a New Parent income replacement benefit to close the gap between any benefits they receive from

another source and their lost salary (or a percentage of their lost salary). Eligibility for this benefit will be calculated at the rate of one week of full or partial income-replacement benefit for each month of completed service, up to a total of 12 weeks of paid benefit. Part-time employees who are regularly scheduled to work less than 20 hours per week are not eligible for the paid New Parent income replacement benefit prior to using accrued vacation or sick leave, as elected by the employee. Employees with combined paid leave benefits exceeding 16 weeks may not extend their period of baby bonding leave beyond 16 weeks except with the prior approval of the employee's supervisor and HR, unless entitled to additional leave by law. Periods of absence due to an employee's own medical condition, such as recovery from childbirth, do not count against the 16 weeks of New Parent leave, but the paid New Parent income replacement benefit may be used for an employee's absence due to recovery from childbirth.

Parents who are both employees of the National Abortion Federation and/or the Hotline may only take a combined total of 16 weeks under any applicable law including but not limited to FMLA in a 24-month period, or 12 weeks combined in a 12-month period under federal FMLA, for the birth, adoption, or placement of a child. Leave for birth and care, or placement for adoption or foster care must conclude within 12 months, beginning on the date of the birth or placement.

## Section 11: Jury Duty

Employees will receive paid time off for jury duty, which is not to be deducted from the employee's accrued time off. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons. Employees are expected to work any portion of the normal work-day that is not required to fulfill their jury obligation.

## Section 12: Leave Donation Program

The Hotline will administer a Leave Donation Program, a voluntary and confidential program designed to relieve NAH employees from the hardship of an extended absence from work when leave balances have been exhausted.

The Leave Bank will be funded through donations of paid time off by NAH employees, for use by coworkers in need. Employees with an emergency need can apply to the Leave Donation Program. Leave donations are not tax deductible.

Donated time will expire at 12 months after the date of donation. Employees may donate at any time after completion of their probationary period, up to the time the employee gives notice of separation from employment.

## Section 13: Voting

All staff are encouraged to vote outside their regular working hours or to use flexible work scheduling to vote. When work scheduling or voting lines make this impossible, employees may take administrative leave with prior approval of the employee's supervisor.

## **Article 15: Benefits**

## Section 1: Eligibility

Newly hired benefit eligible employees are eligible for benefits on the first day of the month following or coinciding with date of hire. Employees who work at least 30 hours per week as their normal schedule are eligible for the benefits included in this Article.

#### Section 2: Medical Insurance

The Hotline will contribute on behalf of all eligible employees who elect to participate in the UFW/CWA insurance fund under the plan ("PPO Plan 12/RX C2"). If an employee and/or their partner, spouse, family or children elect to participate, National Abortion Hotline will pay 100% of the plan premium for the employee and for coverage of partner, spouse, family or children.

During the course of this agreement, if the premium costs of this coverage increase by more than ten (10%) or there are substantial negative plan design changes during any annual renewal, either party may elect to, upon 15 days' notice to the other party, meet and bargain over the health insurance provisions of this article.

#### Section 3: Dental & Vision Insurance

The Hotline will pay 100 percent of the premiums of dental and vision coverage to all eligible employees and their spouses/domestic partners and dependents for all employees who elect coverage through the UFW fund.

## Section 4: Life and Accidental Death & Dismemberment Insurance

The Hotline will pay 100 percent of the premiums of Group Term Life and Accidental Death and Dismemberment (AD&D) insurance coverage to all eligible employees. Group Term Life and AD&D insurance will be equal to 1x Annual Earnings to a maximum of \$100,000.

## Section 5: Disability Insurance

The Hotline will offer eligible employees Long Term Disability Insurance at no cost to the employee.

### Section 6: Retirement Plan

The Hotline provides employees with a retirement program. Full-time employees may participate in the program through voluntary contributions (salary reduction) through payroll deduction from

the first day of employment. Employees are 100 percent vested at the time of eligibility for contributions. For full-time employees who have completed one year of service, the Hotline will make regular contributions based on a percentage of salary (currently 4 percent after 12 months, 5 percent after 24 months, 6 percent after 36 months, and 7 percent after 48 months and thereafter).

Auto enrollment for employee contributions will go into effect for all new hires and all current staff (contributing less than 3%), as of March 2024. Auto enrollment will initiate on the 1st pay period immediately following date of hire, date of eligibility or 1st pay period in March 2024 (for current staff), at a rate of 3% (with automatic Jan 1 increase of 1% each year up to 6%) employee contributions via payroll deduction. Employees who do not wish to participate or contribute monies to their 403b account will be required to submit their election to NOT to participate or to change their contribution rate.

## Section 7: Flexible Spending Programs

The Hotline will offer Health Care and Dependent Care Flexible Spending Accounts (FSA) to all eligible employees.

## Section 8: Abortion and Gender-Affirming Care Travel Stipend

- 1. The Hotline recognizes that some of its employees, and their benefits eligible dependent (spouse, partner, or child), live and work in states/jurisdictions where access to abortion or gender-affirming care may be illegal or legally restricted.
- 2. Where a Hotline employee, or their benefits eligible dependent (spouse, partner, or child) must travel to access abortion or gender-affirming care that is illegal or legally restricted in the state/jurisdiction where they live, the Hotline will cover up to \$4,000 in associated travel costs, per trip, up to a maximum of \$4,000 per year.

## Article 16: Access to Personnel Files

#### Section 1: Maintenance of Files

Human Resources shall maintain personnel records, which include an employee's application, cover letter, resume, pre-employment material, and all pertinent documents concerning the employee's employment record, job description, compiled performance evaluations and documentation of disciplinary action or changes in employment status.

## Section 2: Confidentiality of Files

The Guild and the Hotline reaffirm 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 access to, or copies of, materials in individual employee personnel files. In addition, the Guild will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as a bargaining representative to process grievances and administer the Agreement.

### Section 3: Guild Access to Files

When reasonably required in the judgment of a Guild representative, to administer the Agreement or to process a grievance, Human Resources will make available for review and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file.

## Section 4: Employee Access to Files

An employee has the right to access their official personnel file within five working days of a written request by the employee to HR. The employee shall access any material that is put into their official personnel file, and shall receive a copy of any material related to discipline or job performance. An employee has the right to respond in writing to any material in the employee's 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.

## Article 17: Remote Work and Payment of Work-Related Expenses & Reimbursements

#### Section 1: Remote Work

The Hotline and the Guild recognize that remote work helps the Hotline to hire and retain a more diverse pool of staff, supports employees in creating sustainable work styles, and has been demonstrated as an environment in which staff can excel at the duties of their roles.

The following are parameters to help guide the remote work environment:

#### Remote Work Environment:

Staff must ensure their workspace allows the use of their laptop, along with any other equipment, as needed to perform the essential functions of their role.

Staff shall obtain a commercially-available high-speed internet connection with a minimum connection of 20 Mbps download and 20 Mbps upload. Work is to be conducted in a private location to ensure confidential conversations.

#### Remote Work Expectations:

When working remotely, unit staff are expected to:

- Be available and engaged during the agreed-upon schedule.
- If circumstances, such as caretaking, impact a staff member's ability to meet their schedule demands, accommodations may be arranged with the staff member's supervisor, in conjunction with Human Resources.
- Staff are expected to work their established schedules, however, alternative schedules
  may be arranged to better match the needs of the role and the external responsibilities
  of the staff member. Staff are responsible for engaging their supervisor to discuss
  scheduling alternatives as soon as a conflict arises. All scheduling adjustments must
  consider the demands of the staff member's position.
- Utilize Hotline video conferencing applications to participate in departmental and organizational meetings.
- Respond as promptly as reasonable to communications via messaging applications, email, and remote phone applications.
- Communicate consistently regarding their workload and status (break, lunch, project work, etc.) where necessary.
- Make best efforts to ensure reasonable security and protection of work-related confidential information.

#### Remote New Hire Technology Stipend:

All remote-based new unit employees will receive a one-time \$250 stipend to purchase supplemental technology equipment for work-related purposes.

#### Remote Work Expense Stipend:

The Hotline recognizes the overhead costs employees have incurred with setting up and maintaining a remote work environment. The Hotline provides the basic technical equipment required to complete job duties (laptop/charger), and employees will be eligible to receive an annual remote work stipend of \$600 (subject to applicable tax and withholdings). This remote work stipend shall be payable in Q1 of the fiscal year.

# Article 18: Labor Management Committee

## Section 1: Definition of Labor-Management Committee

A joint Labor-Management Committee will be established of up to five representatives chosen by the Employer and up to five representatives chosen by the Guild. The Committee will meet quarterly or by mutual agreement at a different frequency. The Labor-Management Committee will seek to identify and resolve issues of concern to either party.

# Article 19: Management Rights

#### Section 1: List of Management Rights

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

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

### Section 2: Right to Exercise Rights

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

# Article 20: Legal Landscape

### Section 1: Pro Bono Legal Counsel

The Hotline will make every effort to make available - and, if necessary, to replace - pro bono attorneys with the requisite expertise to provide employees with privileged and confidential, one-on-one conversations on potential legal risks resulting from Hotline employment. Assuming the availability of such pro bono attorneys, at the employee's request, the Hotline will facilitate these conversations. The Hotline shall not have access to the content of the meetings nor any advice that is given. In addition, the Hotline will use best efforts to make legal representation available to represent, without charge to the employee, any employee who is prosecuted or sued as a defendant in any proceeding based on work performed at the Hotline and in accordance with the Hotline's rules and procedures. Likewise, the Hotline will use its best efforts to pay any resulting judgments from such litigation. Where the National Abortion Federation or the Hotline is prosecuted or is a co-defendant in the same proceeding as the employee, it is understood that this undertaking may be satisfied by making joint/concurrent representation available.

### Section 2: Interpretation and Application of CBA

Nothing in this contract shall be interpreted to require or suggest that any employee take any action that violates any applicable law.

### Section 3: Legal Proceedings

If an employee is named as a defendant in a lawsuit for performing Hotline activities that assist patients in accessing care, the employee may, during their working hours, spend time reasonably necessary to defend these claims, including meetings with attorneys and any court appearance or requisite travel. The Hotline shall reimburse or pay for any related travel expenses complying with Hotline travel guidelines. The Hotline shall refrain from retaliation against employees for a position asserted or maintained in good faith regarding legal defense, except in cases where progressive discipline is applied due to violations of Hotline policies and procedures.

# **Article 21: Harassment Policy**

#### Section 1: Harassment

The Hotline is proud of our tradition of providing a work environment in which all individuals are treated with respect and dignity. Discrimination against or harassment of employees or applicants on the basis of race, color, sex (including pregnancy status), national origin, alienage or citizen status, religion, age, physical or mental disability, veteran status, sexual orientation, marital status, personal appearance, family responsibilities, matriculation, political party affiliation, gender identity or expression, genetic information or any other legally protected characteristic is prohibited. In addition, as a mission-driven organization, the Hotline is committed to providing a safe and inclusive environment, even where that means prohibiting inappropriate workplace behaviors that may not rise to the level of legal violation.

The Hotline's policy against harassment is intended to protect all employees, including where the harassment is committed by third parties whom Hotline employees encounter on the job, such as members, consultants, or vendors. This policy applies while working or part of a work assignment, at work-related or sponsored functions, and while traveling on work-related business,. All employees are expected to abide by the policy with respect to their own conduct – whether interacting with National Abortion Federation/Hotline individuals or others.

Harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person and undermines the integrity of the employment relationship or otherwise compromises the working environment. Harassment can take many forms. Some examples of impermissible behavior include:

- Using racially biased epithets,
- Referring to foreign-born individuals using derogatory stereotypes,
- Making fun of an individual's religious beliefs,
- Making jokes implying that a person's age makes him or her less capable than younger workers, or
- Intentionally using a name or pronouns in reference to a person that are contrary to the person's known self-identification.

Other examples of prohibited harassment include:

- Engaging in threatening, intimidating, or hostile acts based on a legally protected characteristic, or
- Displaying or circulating in the workplace written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a legally protected characteristic such that a reasonable person might find it to be offensive.

It is important to keep in mind that a power and/or privilege imbalance between two individuals may make it difficult to accurately assess whether the conduct is welcome or not and can also factor into an assessment of whether the conduct is reasonably regarded as harassment.

Sexual harassment also is illegal and contrary to the policy of the Hotline. The Hotline strives to foster a work environment free of sexual discrimination, intimidation, exploitation and insult. Anyone, regardless of gender or sexual orientation, can commit a violation, and anyone, regardless of gender or sexual orientation, can be the subject of harassment. Harassment can happen between colleagues, from a senior individual to a more junior individual, or from a junior individual to more senior individuals.

The Hotline prohibits any employee from making unwelcome and unsolicited sexual advances or engaging in other verbal or physical conduct of a sexual or gender-biased nature, when an individual's submission to that conduct is made explicitly or implicitly a term or condition of that individual's employment, or when that conduct creates an intimidating, hostile or offensive working environment.

Examples of more sexual conduct prohibited by this policy include, but are not limited to:

- Engaging in unwelcome sexual flirtations, advances or propositions;
- Touching a coworker inappropriately;
- Displaying sexually suggestive objects or pictures in the workplace (excluding those required by the nature of our work in abortion care);
- Engaging in derogatory stereotypes about members of a particular gender;
- Telling obscene jokes or making sexually suggestive gestures or comments;
- Discussing sexual activities;
- Making sexually derogatory remarks or graphic verbal comments about an individual's clothing or body;
- Making unsolicited comments about people's bodies and their gender-expression;
- Accessing pornographic Internet sites while in the workplace;
- Ogling; and
- Offering job advantages in return for sexual favors.

Sexual harassment is a form of sex discrimination. It can take many forms, including physical contact, verbal comments, written communications, or other conduct. Sexual harassment does not have to be sexual in nature; non-sexual contact, comments, or conduct can still – depending on the circumstances – create an uncomfortable, intimidating, offensive, or harassing and discriminatory environment or experience. Discrimination can affect any aspect of employment, including hiring, firing, pay, job assignments, promotions, or any other term or condition of employment.

### Section 2: Complaint, Investigation & Resolution Procedures

Any person who believes that they are a victim of any type of discriminatory conduct, including sexual or other forms of harassment, or of workplace violence, or of unprofessional conduct, or who witnesses or otherwise believes that another Hotline employee has been the victim of such treatment, should follow the grievance procedure in Article 4.

### Section 3: Confidentiality & Anti-Retaliation Protections

The Hotline prohibits any kind of retaliatory act against an individual who has complained in good faith about discrimination, workplace violence, perceived unlawful behavior, or unprofessional conduct, or who provided information as a witness in the investigation of such a complaint, or who otherwise engaged in any other legally protected conduct (either internally or to an appropriate governmental authority). Retaliatory acts include any materially adverse action taken because an individual has in good faith made a complaint under this policy, assisted another in making such a complaint, participated in an investigation of a complaint, or engaged in other protected activity, if such action would be likely to dissuade a reasonable employee from stepping forward or speaking up. Employees who have concerns about retaliation outside of a pending investigation should utilize the grievance procedures detailed in Article 4.

# Article 22: Workplace Violence

## Workplace Violence

It is the policy of the Hotline to promote a safe environment for their employees. The Hotline is committed to working with their employees to maintain a work environment free from violence, threats of violence, harassment, and intimidation. Violence, threats, harassment, and intimidation in the workplace will not be tolerated. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action (up to and including immediate discharge), criminal penalties, or both.

# Article 23: 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 law.

# Article 24: Successorship

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

## Article 25: Duration

This contract shall commence on the first day of January, 2023 and expire on the first day of January, 2026. At least 60 days prior to this expiration date, the Guild and the Hotline shall initiate negotiations for a new contract to take effect on January 1, 2026. All of the terms and conditions contained in all articles and sections of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to January 1, 2026, the new contract shall be made retroactive to January 1, 2026.

# Signatories

for

**National Abortion Federation Hotline Fund** 

for

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

Brittany Fonteno
ittany Fonteno (Dec 4, 2023 10:13 EST)

Brittany Fonteno

04/12/2023

Date

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**Greta Cawley** 

01/12/2023

Date

AMber Pugh

Amber Pugh

04/12/2023

04/12/2023

Date

Emma Gross

**Emma Gross** 

Date

Evan Yeats

01/12/2023

**Evan Yeats** 

Date

# Appendix A: Definitions

#### Family Member

An individual with any of the following relationships to the employee:

- A. Spouse, and parents thereof;
- B. Sons and daughters, and spouses thereof;
- C. Parents, and spouses thereof;
- D. Brothers and sisters, and spouses thereof;
- E. Grandparents and grandchildren, and spouses thereof;
- F. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
- G. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

#### Immediate Relative

An individual with any of the following relationships to the employee:

- A. Spouse, and parents thereof;
- B. Sons and daughters, and spouses thereof;
- C. Parents, and spouses thereof;
- D. Brothers and sisters, and spouses thereof;
- E. Grandparents and grandchildren, and spouses thereof;
- F. Domestic partner and parents thereof, including domestic partners of any individual in 1 through 5 of this definition; and
- G. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

#### Parent

- A. A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
- B. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
- C. A person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis; or
- D. A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.

#### Son or Daughter

- A. A biological, adopted, step, or foster son or daughter of the employee;
- B. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
- C. A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or
- D. A son or daughter (as described in 1-3) of an employee's spouse or domestic partner.

#### **Domestic Partner**

An adult in a committed relationship with another adult, including both same sex and oppositesex relationships.

#### Committed Relationship

A relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).

Position	
Future Tier 1 Current Hotline Intake Counselors	50000
Future Tier 2 Current Travel Coordinators, HOPS	
Coordinator I, Digital Engagement Coordinators, <b>L</b>	
and Hotline Lead positions	53000
Future Tier 3 Current HOPS Coordinator II and	
the Case Management Team (RCM, FCM)	60000
Future Tier 4	65500

	Yrs of	
Position Title	Experienc	
	е	3%-Percent between years of seniority
Hotline Operations (Union Staff)	ı	,
ake Counselor, HOPS Assistant Future Care Cod		
	0	\$ 50,000.00
	2	\$ 51,500.00 \$ 53,045.00
	3	\$ 53,045.00 \$ 54,636.35
	4	\$ 56,275.44
		\$ 57,963.70
	6	\$ 59,702.61
	7	\$ 61,493.69
	8	\$ 63,338.50
	9	
	10	
Future Care Coordinators 2 (Travel, Operations, Digital Engagement), Lead Intake Counselor) Future Tier 2	0	\$ 53,000.00
	1	\$ 54,590.00
	2	\$ 56,227.70
	3	\$ 57,914.53
	4	\$ 59,651.97
	5	\$ 61,441.53
	<u>6</u> 7	\$ 63,284.77 \$ 65,183.31
	8	\$ 65,183.31
	9	\$ 69,152.98
	10	+
Future Care Coordinators 3 Case Managers, Coordinator 2 (Travel, Operations, Digital Engagement)		
	0	\$ 60,000.00
	1	\$ 61,800.00
	2	\$ 63,654.00
	3	\$ 65,563.62 \$ 67,530.53
	5	\$ 67,530.53 \$ 69,556.44
	6	\$ 71,643.14
	7	\$ 73,792.43
	8	\$ 76,006.20
	9	\$ 78,286.39
	10	\$ 80,634.98
	11	\$ 83,054.03
	12 13	\$ 85,545.65 \$ 88,112.02
	14	\$ 88,112.02 \$ 90,755.38
	15	\$ 93,478.04
	16	\$ 96,282.39
	17	\$ 99,170.86
	18	\$ 102,145.98
	19	\$ 105,210.36
	20	
	1	
	0	N/A
	1	N/A
	2	\$ 65,500.00
	3	\$ 67,530.53
	4	\$ 69,556.44
	5	\$ 71,643.14
	6	\$ 73,792.43
	7	\$ 76,006.20
Future Care Coordinators 4 (New)	8 9	\$ 78,286.39 \$ 80,634.98
	10	\$ 83,054.03
	11	\$ 85,545.65
	12	\$ 88,112.02
	13	\$ 90,755.38
	14	\$ 93,478.04
	15	\$ 96,282.39
	16 17	\$ 99,170.86 \$ 102,145.98
	17	\$ 102,145.98 \$ 105,210.36
	19	108.300.07
	19 20	\$ 108,366.67 \$ 111,617.67

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# NAF WBNG CBA

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