

*Agreement Between*

THE INSTITUTE FOR POLICY STUDIES

*and*

WASHINGTON-BALTIMORE NEWSPAPER GUILD

(Three-year contract. TA December 12, 2023; Ratified by members December 15, 2023)

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## **PREAMBLE**

This collective bargaining agreement (“Agreement”) has been entered into between the Institute for Policy Studies, or its successor, hereinafter referred to as the Employer or IPS, and The Washington-Baltimore News Guild-CWA, Local 32035, chartered by The News Guild-CWA (AFL-CIO), hereinafter referred to as the Guild, the Union or WBNG, for itself and on behalf of all Employees of the Employer in the Bargaining Unit described in Article I.

# ARTICLE I: RECOGNITION AND COVERAGE

## *Section 1. Recognition*

1. IPS hereby recognizes the Guild as the exclusive collective bargaining 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 or other conditions of employment.

## *Section 2. Bargaining Unit*

1. The Bargaining Unit covered by this Agreement ("Bargaining Unit" or "Unit") shall consist of all full time and part time Employees, including fellows, and excluding supervisors, managerial employees, confidential employees and guards as defined in the National Labor Relations Act. If the Employer creates a new position that the Guild has reason to believe should be included in the Bargaining Unit, the Employer will meet with the Guild concerning the status of the position.
2. Covered Employees include, but are not limited to:
  - a. Endowment Fellows such as the New Mexico Fellow, Newman Fellow, and Michael Ratner Middle East Fellow, so long as they are not in supervisory or managerial positions
  - b. Research Assistant, Researcher, Research Analyst, Research Associate
  - c. Communications Assistant, Communications Associate
  - d. Development Assistant, Development Associate
  - e. Outreach Assistant, Outreach Coordinator
  - f. Digital Communications Strategist
  - g. Media Assistant, Media Associate
  - h. Events Coordinator
  - i. Editorial Assistant
  - j. Operations and Finance Assistant
  - k. Managing Editor
3. As of the date of recognition, the parties agreed that individuals holding the following positions at the Employer were excluded from the above described Bargaining Unit based on their managerial, supervisory, and/or confidential status:

- a. Executive Director
  - b. Deputy Director
  - c. Operations Director
  - d. Finance Manager
  - e. Senior Advisor
  - f. Program Manager
  - g. Project Director
  - h. Leadership and Organization Development Manager
  - i. Editorial Manager
  - j. Editor-in-Chief
  - k. Media Manager
  - l. Development Manager
4. During the term of this Agreement, the Employer will not assign work of the kind normally performed by Bargaining Unit Employees, hereinafter referred to as “Bargaining Unit Work,” to personnel not covered by this Agreement where such assignment results in a layoff or reduction in hours for any Bargaining Unit Employee.
  5. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the exclusive representative of the Bargaining Unit for the Employees covered by this Agreement.

### *Section 3. Employees*

1. Unless otherwise specified, the terms “Employee” and “Employees” as used in this Agreement shall mean those persons included in the Bargaining Unit and represented by the Guild.

### *Section 4. Interns, Associate Fellows, and Term-Limited Employees*

1. Interns are not included in the Bargaining Unit and shall not be used in such a way as to displace, reduce the hours of, or eliminate a full-time or part-time Employee.
2. Associate Fellows who are not paid by the Employer, or who receive only a stipend from the Employer, or who use the Employer as a fiscal sponsor to secure funding for their project work, shall not be included in the Bargaining Unit.

3. Term-limited employees are non-supervisory/non-managerial/non-confidential employees who are hired for a specific project and fixed length of time, not to exceed 24 months. This time limit may be extended by mutual agreement with the Guild. Term-limited employees are included in the Bargaining Unit covered by this Agreement; however, their termination from employment at the conclusion of their designated term shall not be considered a violation of this Agreement and shall not be subject to Article VI [Discipline and Discharge], Article XVI [Reduction in Force] and Article VII [Grievance and Arbitration]. A term-limited employee who is retained beyond their term to assume a regular Bargaining Unit position shall have their hire date relate back to the first day they were hired as a term-limited employee.

### *Section 5. Temporary, Consultant, and Contract Workers*

1. Any personnel engaged by IPS as a temporary, consultant, or contract worker shall not be used in such a way as to displace, reduce the hours of, or eliminate a current full-time or part-time position.
2. The Employer will notify the Guild two (2) weeks in advance where practicable, upon engaging a temporary, consultant, or contract worker to perform work normally performed within the Guild's Bargaining Unit, defined as work that would otherwise be performed by the Employees enumerated in Section 3 above.
3. Temporary, consultant, or contract workers performing Bargaining Unit work, defined as work that would otherwise be performed by the Employees in the Bargaining Unit defined in Article I, Section 2 above, whose work on average would amount to more than half-time shall, after a six [6] month period, either be discharged or be added to the applicant hiring pool for a position as a regular Employee, or have the Labor Management Committee review the situation and make a recommendation to IPS Management. These time limits may be extended by mutual agreement with the Guild.
4. The Employer may utilize a temporary worker for up to six (6) months in order to replace an Employee on leave under Article XI (Paid and Unpaid Time Off, or Leave) of this Agreement or 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.

# ARTICLE II: UNION SECURITY AND UNION DUES

## *Section 1. Union Security*

1. All present Employees who are members of the Guild on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Guild in good standing as a condition of employment. All present Employees who are not members of the Guild and all Employees who are hired hereafter shall become and remain members in good standing of the Guild as a condition of employment on and after the thirty-first (31st) day following the effective date of this subsection, the date of this Agreement, or their date of hire, whichever is the later. An eligible Employee who has failed to acquire or thereafter maintain membership in the Guild as herein provided shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Guild certifying that membership has been, and is continuing to be, offered to such Employee on the same basis as all other members and, further, that the Employee has had notice and opportunity to make all dues or initiation fee payments but has failed to do so. This provision shall be interpreted and applied in accordance with applicable federal and state law.
2. When the Employer needs additional Employees, the Employer shall give the Guild equal opportunity with all other sources to refer suitable applicants, but the Employer shall not be required to hire those referred by the Guild.
3. Guild representatives and Bargaining Unit Stewards shall be notified of any new Employee's hiring and starting date and will be permitted to arrange a separate introductory meeting, on working time if desired, contemporaneous with the Employer's timeframe for the IPS new Employee orientation process. The Employer agrees to provide the Guild at least one week's notice of the planned new Employee orientation schedule. New Employees will receive electronic access to a copy of this Agreement as part of their IPS orientation materials.
4. If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutual satisfactory agreement, either party shall be permitted all legal recourse. If applicable state and/or federal law is

changed during the term of this Agreement, by legislation or judicial determination, to allow for stronger Union Security provisions than are set forth above in Section 1, subsection 1 of this Article, the parties will promptly meet to negotiate over a proposed modification to conform to such applicable law.

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

## *Section 2. Dues Deduction*

1. The Employer shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization forms or cards provided to the Employer by the employee or the Guild, deduct dues or fees equivalent to the amount levied by the Guild for the current month. The Guild shall notify the Employer in writing of the applicable amounts. These amounts shall be deducted from wages paid to Employees and sent to the Guild on a pay period basis. Deductions in accordance with signed check-off authorizations shall begin with the next full pay period following IPS's implementation of this Agreement.
2. The Employer and the Guild agree that the check-off authorization shall be in the following format:

## ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild, Local 32035 The News Guild-CWA, and authorize IPS to deduct twice monthly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues, and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request IPS to remit the amount deducted to the Guild not later than the 30th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between IPS and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between IPS and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to IPS and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between IPS and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which IPS receives it.

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



# ARTICLE III: INFORMATION FURNISHED TO THE GUILD

## *Section. 1 Annual Information*

1. The Employer will furnish to the Guild annually the following information in connection with Employees represented by the Guild:
  - a. Name
  - b. Hire Date
  - c. Job Title
  - d. Classification
  - e. Rate of Pay—hourly or salary
  - f. Work location
  - g. Date of Birth
  - h. Race/Ethnicity, if identified
  - i. Gender Identity and pronouns, if identified
  - j. Home Address

## *Section 2. Monthly Information*

1. The Employer shall notify the Guild monthly in writing or electronically of:
  - a. Any changes in the roster of Bargaining Unit Employees, including all additions to or departures from the Unit for any reason and any updates to the employee information required in Section 1 of this Article, indicating the reason and effective dates thereof.
  - b. Changes of the Supervisor(s) for Bargaining Unit Employees.
2. The Guild will also notify the Employer in writing or electronically of any changes in its roster of Officers, Representatives, and Stewards, including any alternates, as soon as practicable, and no longer than 30 days after such changes are made by the Guild.

## **ARTICLE IV: MANAGEMENT RIGHTS**

The Guild recognizes and agrees that, subject to the express provisions of this agreement, the supervision, management and control of IPS, business, operations, working forces, and offices are vested in the management of IPS.

## **ARTICLE V: UNION RIGHTS AND RELEASE TIME FOR UNION REPRESENTATION**

### *Section 1. Union Meetings*

1. Members of the Bargaining Unit may participate in a monthly General Meeting, to be held and attended during working hours on or off the Employer's premises, provided such meetings are reasonable in frequency and duration. The Guild will give the Employer reasonable advance notice of such meetings. Employees should make timely arrangements with their supervisor for their planned attendance at such General Meetings, with the understanding that they may need to miss a General Meeting in the event of a priority work matter that cannot reasonably be rescheduled or postponed.
2. Subject to availability, the Employer shall provide space and/or time, along with the use of its communication technology, for meetings of Bargaining Unit Employees at mutually agreeable times. Upon reasonable advance notice, Employees shall be granted time off from their work, without loss of pay, to attend Guild meetings, including but not limited to committee meetings and grievance meetings. The parties will make good faith efforts to cooperate so that all Bargaining Unit Employees, including individuals and officers, can conveniently participate in such meetings as may be necessary.

### *Section 2. Conduct of Union Business by Designated Unit Employees*

1. Bargaining Unit Employees who are designated as Union representatives shall be granted reasonable time off from their work, without loss of pay, to conduct necessary

Union business, hereinafter referred to as Business Leave, administering the contract, including the handling of grievances. This time will be accurately reported on the Union representatives' timesheets or through such other recordkeeping avenues as IPS may provide. The Employer and the Guild shall make good faith efforts to ensure work needs and necessary Union business do not conflict. The Guild shall notify the Employer in writing and/or electronically of Employees designated as Union representatives under this Subsection and shall provide advance notice of the exercising of this Subsection.

2. Methods of providing advance notice, for the purposes of this Subsection shall include an Employee adding the event on to their calendar at least twenty-four (24) hours in advance if the time off is no more than ninety (90) minutes and at least seventy-two (72) hours in advance if the time off is more than ninety (90) minutes.

### *Section 3. Participation on Union Negotiation Committee*

1. A Bargaining Committee may be designated by the Guild, with consensus from members of the Bargaining Unit, to be excused from their work, without loss of pay, to participate in the Guild's contract negotiating committee for the duration of contract negotiations. Negotiating leave available under this subsection shall be in addition to the Guild Business Leave under Section 2, Subsection 1 of this Article.
2. The Guild and the Employer shall always notify each other in writing and/or electronically prior to the start of contract bargaining.
3. The Guild and the Employer shall notify each other in writing and/or electronically of the members of the Guild's Bargaining Committee and the Employer's bargaining team, respectively, before the commencement of bargaining. If changes occur on either side, the Parties will notify each other as promptly as practicable.

### *Section 4. Additional Union Release Time*

1. The foregoing provisions in Sections 1, Section 2, and Section 3 of this Article do not preclude both Parties from agreeing to additional Union release time on a case-by-case basis. The designated Labor Management Committee may review the adequacy of time provided under Section 2 of this Article at the end of the first (1st) year of the contract.

# ARTICLE VI: DISCIPLINE AND DISCHARGE

## *Section 1. Just Cause*

1. Employees who have been retained beyond their probationary period of six months shall not be subject to discipline or discharge without just cause.
2. The Guild and the Employee shall be notified in writing at least two (2) weeks in advance of each discharge with specifications of the facts alleged to constitute cause. At management's discretion, two (2) weeks' pay may be offered in lieu of notice.
3. A bargaining unit Employee shall have the right to have representation by a Shop Steward or other Union representative in any meeting with the Employer which is investigative in nature and which could lead to disciplinary action up to and including discharge being imposed upon the Employee, or in any meeting at which the Employer announces its imposition of discipline, provided this does not bar the Employer from suspending with pay an Employee pending further investigation if a Shop Steward or other Union representative is not readily available. If the Employee waives attendance of a Shop Steward or other Union representative at the meeting, they shall do so in writing, and the Employer shall apprise the Union of the nature of discipline immediately after the Employee has received it.
4. It is IPS's hope that problems of performance, conduct, or behavior can be addressed without disciplinary action. Supervisors are expected to provide routine feedback and correction to employees during standing supervision meetings before undertaking discipline. Where IPS believes that problems of performance, conduct or behavior require disciplinary intervention, IPS will administer progressive discipline as set forth in this Article VI.

## *Section 2: Progressive Discipline*

1. Discipline at IPS shall be applied progressively, except in the case of gross misconduct or insubordination, and shall be applied within twenty (20) working days of the event(s), or the discovery of the event(s) giving rise to the discipline; provided, however, that nothing in this Section precludes reliance on additional relevant facts and circumstances occurring earlier than twenty (20) working days before the disciplinary action.

2. IPS may determine which level of progressive discipline to administer. The level of progressive discipline IPS chooses to administer, choosing from among the following measures, must be based on the nature of the offense(s) and previous related occurrences.
  - a. Verbal warning: Although this warning may first be communicated orally, it will also be confirmed in writing to the employee following the verbal warning. The written record must clearly state that it is documenting a verbal disciplinary warning. The date, location, and brief explanation of the incident that the bargaining unit Employee is being warned about must also clearly be stated.
  - b. Written warning: This warning will be issued in writing to the employee and will clearly state that it is a written disciplinary warning.
  - c. Performance Improvement Plan (PIP) or final warning: A written PIP or final warning will be presented at a meeting, prior to which the Employee shall be notified of their right to Guild representation. IPS will develop a standard PIP format with input from the Union and/or the LMC. A PIP may address problems not limited to a single incident or to the 20 days preceding the PIP. At the conclusion of the PIP, a meeting will be held with the employee (and their Union representative, if requested) to discuss the outcome, including any continuing performance concerns. If IPS determines that the PIP has been successfully completed, that determination will be documented and the PIP will end. If IPS determines that the outcome is unsatisfactory, IPS may further extend the PIP with relevant adjustments, or may proceed to termination.
  - d. Termination: The most serious disciplinary measure shall be termination. IPS may allow resignation in lieu of termination.
3. Harassment complaints against an Employee may be dealt with according to Article XVII: No Discrimination, without regard to Article VI, Section 2.
4. Any Employee and the Guild shall have the right to review the Employee's personnel file, subject to scheduling at the earliest mutually convenient time, and, upon request, shall be provided copies of all material in the Employee's file. An Employee shall have the right to file an answer to any material submitted for inclusion in the Employee's file and such answer shall be attached to the file copy.

### *Section 3. Notification to the Employee and the Guild*

1. The Guild shall be notified in writing, simultaneously with the affected Employee, of any discipline or discharge. The Employee and the Guild shall be given the opportunity to respond to any claims made about the Employee's performance.

### *Section 4. Records of Discipline*

1. Any documents related to warnings or other disciplinary action (including the email notifications thereof) shall not be taken into consideration, for purposes of progressive discipline, once twelve (12) months have elapsed since issuance and no other discipline has been administered during that period.
2. Following one year from the date of any discipline, an Employee may request in writing that IPS confirm that the issue that triggered the disciplinary action has been rectified. IPS must respond within fifteen (15) business days. If the issue has been rectified, IPS shall confirm, and such writing shall be placed in the Employee's personnel file. If IPS fails to respond within fifteen (15) business days, the issue is considered to have been rectified and IPS must swiftly indicate as such in the Employee's personnel file. If an issue is confirmed, rectified, or assumed resolved by non-response, IPS may not rely on that disciplinary action for purposes of progressive discipline.

## **ARTICLE VII: GRIEVANCE PROCEDURE & ARBITRATION**

### *Section 1. Grievant Definition & Initiation*

1. 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 & Initiation*

1. A grievance will be defined as any claim against or dispute with IPS by an Employee, Employees or the Union arising from the interpretation or violation of an express provision of this agreement as well as any Federal laws related to employment, such as FMLA, ADA, Title VII of the Civil Rights Act, ADEA, etc. Any grievance must be filed with the Employer, in writing, by an affected Employee (“grievant”) or by the Guild on behalf of the grievant, within 15 business days after the event or circumstance giving rise to the grievance (“occurrence”) or within 15 business days after the grievant becomes aware of the occurrence or should reasonably have become aware of the occurrence. A grievance filed beyond this time deadline is conclusively barred. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue that occurs subsequently.

## *Section 3. Grievance Procedure*

1. **Step One:** In an effort to resolve the dispute at an early stage, a meeting will be held (on Employer time) between the Guild (by its steward or other representative), the grievant and the Employer’s representative within 15 business days of receipt of the written grievance.
2. **Step Two:** If the dispute is not resolved at Step One, the Guild may advance the grievance to Step Two by written notice to the Employer within 15 business days after the Step One meeting. If the Guild’s notice requests a Step Two meeting, the Employer and the Guild will meet (on Employer time) within 15 business days of the request. The Employer shall respond in writing within 15 business days of this meeting. If the grievance is not resolved at Step Two, the Guild may move the matter to arbitration in accordance with Section 4, below.

## *Section 4. Arbitration*

2. Any grievance 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 remains unresolved following completion of Step Two of the Grievance Procedure, above, may be submitted to final and binding arbitration by either party’s service of written notice to arbitrate upon the other party within 15 business

days of the Employer's Step Two written response. If the parties cannot agree on the 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 IPS Employees who are witnesses – or attorney fees).

3. The arbitrator is not authorized or empowered to change, modify, or add to this Agreement but is strictly limited to the interpretation and application of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.
4. A time limit set forth in this Article may be extended by mutual agreement of the parties in writing.

## **ARTICLE VIII: HIRING AND SUSTAINABILITY**

### *Section 1. Job Postings*

1. The term 'vacancy' includes an opening in an existing bargaining unit position under this Agreement or an opening resulting from the creation of a new bargaining unit position under this Agreement. "Job" means a position within the bargaining unit covered by this Agreement.
2. Whenever the Employer intends to fill vacancies or to hire additional Employees in Bargaining Unit positions, the Employer will notify the Guild of such hiring plans. The Employer has the final determination as to qualifications for a position, the appropriate FLSA classification of the position, and whether to fill or refrain from filling a position.
3. A posting for unit positions will indicate the expected salary range for the role, in accordance with this Agreement, and all postings or announcements of Bargaining Unit job openings will include the following language: "This job is covered under the terms of a collective bargaining agreement with the Washington-Baltimore News Guild, CWA Local 32035. The Collective Bargaining Agreement is available here." It is understood that salaries, in the final assessment, may be outside of the range in the posting if the



finalist candidate meets unexpected criteria (e.g., if making an offer to a candidate who has 20 more years experience than expected, the offer will be based on their actual experience, not the expected experience).

## *Section 2. Internal applications*

1. IPS shall notify all Employees in advance of any vacancy in an existing or newly created position it intends to fill.
2. IPS shall interview internal applicants who apply before a hiring decision is made.
3. Successful bidders/applicants shall be chosen based on their qualifications, such as experience, skill, job-related knowledge, and organizational/position fit. When the qualifications of an internal applicant and an outside applicant are substantially equal, IPS shall award the position to the internal bidder.
4. Where IPS is deciding between two internal applicants whose qualifications are substantially equal, seniority shall be given consideration.
5. If an Employee is not awarded a position, through the job bidding process, IPS will meet with the Employee at their request and discuss the reasons for non-selection. At the Employee's option, a representative of the Guild shall be present. This meeting must be held within twenty (20) working days of request.

## *Section 3. Equal opportunities*

1. IPS and the Guild are committed to non-discriminatory and diversity-promoting hiring practices and policies while also providing internal opportunities for Bargaining Unit Employees.
2. Toward that goal:
  - a. IPS will continue to hire Employees without regard to age, gender, gender identity, gender expression, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, irrelevant mental or physical disabilities, or other mental or physical disabilities that may be reasonably accommodated, or any other legally protected status. IPS's hiring standards will remain consistent with those required to perform the job now and in the future.
  - b. IPS will continue to seek a diverse pool of applicants and will actively recruit women, persons of color, LGBTQ+ individuals, and members of other groups

historically marginalized for all positions covered by this Agreement. IPS will consider suggestions from the Guild on how to increase the diversity of the applicant pool.

#### *Section 4. Hiring and onboarding procedures*

1. All hiring committees for unit positions shall include at least one (1) bargaining unit Employee to the extent possible. No unit Employee will be required to serve on more than one (1) hiring committee at once or on more than three (3) hiring committees in one (1) calendar year.
2. All new Employees will serve a six (6) month probationary period, beginning on their first day of work.
3. IPS will provide, within the probationary period, orientation for all new Employees to familiarize them with the mission, goals and operations of IPS and the duties, goals, and responsibilities of their jobs, the work of their departments and the relationship of their job and department to the mission and goals of IPS. Orientation will be given within the first forty-five (45) days and will include familiarizing the Employee on the equipment and software that they are assigned to use.
4. IPS shall provide a copy of this Agreement and any other policies to all new Employees during their first week of employment with IPS.

#### *Section 5. Job descriptions*

1. Upon hire, IPS will provide each Employee with a job description of the duties and responsibilities that the Employee is expected to perform, in a standardized organizational format, within 45 days of starting. A copy of the job description will be maintained in the Employee's personnel file.
2. For changes to job descriptions made after the initial hire, the Employee will have the opportunity to share input regarding changes to their job description through his/her supervisor prior to IPS's finalization of the revised description. In addition, the Employee may request a review of the job description if assigned responsibilities are not consistent with it.

## *Section 6. Internal opportunities, transfers, and promotions*

1. IPS shall not require an Employee assigned to a given IPS office to transfer permanently to a different office location outside the metropolitan area of that assigned IPS office, or move a permanently remote work Employee back into an office outside the metropolitan area of the remote Employee's residence, without the Employee's consent and payment of all necessary transportation and moving expenses, including any costs of breaking leases or housing agreements necessitated by the move. There shall be no reduction in salary or impairment of benefits as a result of such transfer. An Employee shall not be penalized for refusing to accept a transfer.
2. An Employee who is promoted, transferred, or reassigned by IPS shall be notified of the decision as soon as possible but no later than fifteen (15) business days in advance of the date of change, unless otherwise agreed by the Employee and Employer. Unless otherwise agreed, the Guild shall be notified in the same timeframe as the employee.
3. The Employer and the Guild understand that Employee growth and opportunities are vital to build a lasting and exemplary workplace. Therefore, Employees shall be eligible for growth promotions within IPS.
  - a. A growth promotion is one where an Employee's job responsibilities expand and/or their title changes, even without there being an open position. It is based on the Employer and department's needs, the Employee's ability to perform at the higher level, as well as strong performance within the Employee's current role.
  - b. An Employee may request consideration for a growth promotion in a particular year. All growth promotions must be approved by the Employee's supervisor. Growth promotions can occur at any time of the year if supervisor and supervisee agree upon it.
4. No Employee shall be penalized in any way for refusing to accept a promotion.

## *Section 7. Work authorization and visa sponsorships*

1. To the extent consistent with applicable law, the protections outlined in this Agreement extend to those Employees, if any, who are hired pursuant to an IPS-sponsored visa with a limited duration, or whose employment with the Employer is subject to other visa requirements and/or legal restrictions relating to immigration status and eligibility to work in the United States.

2. IPS will notify the Employee and the Guild, no later than 180 days prior to the expiration of an IPS-sponsored visa, of IPS intention as to whether or not to seek renewal of the sponsored visa. Such notification in itself will not affect the Employee's continued employment and performance of their job duties until the expiration date, except as otherwise required by law or this Agreement. IPS's decision regarding sponsorship of an Employee or renewal of an employer-sponsored visa is within its sole and unreviewable discretion.
3. In the event an issue or inquiry arises involving the immigration status or employment eligibility of an Employee, the employer shall promptly notify the Employee and, with the permission from the Employee in writing, will also notify the Union. The affected Employee shall be given a reasonable opportunity to remedy the identified problem before any action is taken. The Employee will be permitted to use any earned paid time off and reasonable unpaid time off to attend relevant proceedings or to visit pertinent agencies, for the purpose of correcting the identified problem. Upon return from leave taken for the remediation of the identified problem, the Employee shall return to their former position without loss of seniority if they return within three months

### *Section 8. Professional Development*

1. IPS shall pay the expenses of any training it deems necessary for Employees' performance and requires Employees to participate in and attend. Time spent at employer-required or approved trainings shall be considered regular work time, and the IPS Travel and Per Diem policy shall apply for any associated travel expenses. Only time spent in IPS-approved professional development activities counts as work time.
2. Subject to application by the Employee and approval of the supervisor, IPS will also contribute up to \$500 per calendar year per Employee for purposes of participating in professional development educational training programs, conferences, or seminars related to work performed by the Employee that are not deemed necessary for Employees' performance. These funds will be made available in two-year cycles (\$1,000 per two years per Employee). An Employee's request for a professional development program exceeding their allotment may be approved by IPS in its discretion.
3. To be eligible for full professional development funding under Section C-2, above, the Employee must be a full-time bargaining unit Employee and have successfully

completed their probationary period. Part-time Employees shall be eligible to receive professional development funding on a pro rata basis.

## **ARTICLE IX: WORK SCHEDULES, FLEXIBILITY, AND ENVIRONMENT**

### *Section 1. Regular work week*

1. The regular, full-time work week and work schedule at IPS is at least thirty-four (34) hours a week, ordinarily performed on weekdays as follows: 7.5 paid hours per day (excluding unpaid lunch and other breaks) ordinarily performed between the hours of 9am – 5pm Eastern Time Monday through Thursday, and 4 paid hours (excluding unpaid lunch and other breaks) ordinarily performed between the hours of 9am -1pm on Friday. Alternative and/or flexible schedules may be approved by IPS on a case-by-case basis as set forth in this Article.
2. Following the effective date of this Agreement, IPS will communicate its 34 hour work week policy to external partners, contractors, and other important organizations / individuals, clearly indicating the change in IPS staff work availability and culture.
3. Management will continue to schedule meetings on Fridays. However, Management will try not to schedule webinars, events, report releases, etc. on Fridays. Likewise, staff will respect the same boundaries. Further details on off-hours communications can be found in Article IX, Section 5.

### *Section 2. Compensatory Time and Overtime*

1. Employees are not expected to routinely work more than the 34 hours/week as described above in Section 1 of this Article.
2. Because IPS works with social movements that may need our input on weekends (Friday, Saturday or Sunday), during the evenings, and/or over holidays, it is important that each IPS staff member have the flexibility to shift his/her schedule. An **exempt Employee**, with permission of their supervisor that may not be unreasonably denied, may arrange to work more hours on some weeks (including on weekend days) to compensate for working fewer hours on other weeks. A non-exempt Employee may not work any hours during a workweek that would qualify as overtime hours under applicable

federal, state or local law without prior approval from their supervisor, and will receive overtime pay for approved overtime hours in accordance with applicable law.

3. Any employee who is required by IPS to work on a weekend (Friday after 1pm Eastern time, Saturday or Sunday) when such weekend work is not part of an approved flexible or alternative schedule will be eligible to take compensatory time off, which accrues at a rate of two hours for every hour worked on a weekend. Any such compensatory time off must be scheduled and used within a month after it is incurred, and unused compensatory time will not be cashed out under any circumstances, including if an Employee leaves IPS during that month.

### *Section 3. Telecommuting*

1. IPS and the Guild recognize the value, desirability, and need for flexible work schedules and arrangements – including, but not limited to, telecommuting. For the purpose of this Agreement, “telecommuting” refers to an employee who resides within commuting distance of an IPS office receiving approval from IPS to work from home, on specified days and/or for a specified period of time. Requests for such schedules or arrangements shall be answered expeditiously, and shall not be unreasonably denied. Requests for alternative work schedules and arrangements should be made in writing. Denials shall be in writing, citing the specific business operational reason(s) which make the proposal unworkable.

### *Section 4. Equipment and Accessibility*

1. The Employer shall provide, purchase, or reimburse the full cost of purchase of an approved computer for each Employee. The Employer shall provide each Employee at the IPS office a desk, chair, lamp, and any other office equipment necessary for the completion of their assigned tasks. The Employer will provide employees with a stipend to help with the costs of cell phone, internet expenses and home office expenses as outlined in Article XVIII Wages.
2. The Employer will promptly process and respond to Employee requests for reasonable accommodation, in accordance with the ADA and/or other applicable laws protecting Employees with disabilities, including reasonable requests for adaptive equipment or services necessary for employees to perform their job functions.

## *Section 5. Off-Hours Communication*

1. IPS and the Guild acknowledge the importance of Employees being able to have work-life balance and that being required to check email or phones off-hours can impede the ability for Employees to strike that balance. Generally, the hours before 9:00 am or after 5:00 pm (Eastern time), personal-time-off, weekends or other designated days of rest (e.g. other days as designated in flex schedules), and IPS holidays are considered “off-hours.”
2. Employees are not expected to regularly check their email or phones off-hours. If a response is required to be done off-hours, supervisors must explicitly state that expectation and the rationale for the need for off-hours responses. Supervisors should work to provide as much advance notice of any need to work off-hours. Employees will not be disciplined for failing to respond to off-hour communications unless there is an explicit expectation or responsibility that requires responsiveness. When the Employer communicates with an Employee off-hours in a manner that requires a response it will be considered time working except for de minimis communication. More intrusive work-related communications by Employees and supervisors (e.g., texting and phone calls) in the off-hours should generally be limited to those items that are time-sensitive or necessary for a responsibility-specific communication. Departments will work, with Employees’ input, to develop practices that make sense for the demands for their teams, especially for rapid-response situations. Employees who have questions about expectations are encouraged to ask their supervisor. Employees who feel they experience a pattern of excessive or intrusive off-hour communications are encouraged to raise it directly with their supervisor, their supervisor’s supervisor, or the Union Grievance Committee.

## **ARTICLE X: HOLIDAYS**

### *Section 1. Institutionally Recognized Holidays*

1. In addition to the Institutionally Recognized Holidays enumerated in Subsection 5 of this Section, time off with pay shall also be allowed on any other holiday which may hereafter

be declared a general holiday by the President of the United States or by an Act of the Congress of the United States or Executive Order of the President, even if such holiday applies only to the District of Columbia.

2. The Employer recognizes snow emergencies and other emergency holidays declared by the federal government in Washington, D.C.
3. If an Institutionally Recognized Holiday falls on a Saturday, it shall be observed on the Friday before. If an institutionally recognized holiday falls on a Sunday, it shall be observed on the Monday after.
4. Subject to advance notice of scheduling, Employees may use up to two (2) floating holidays – or freely use any available paid time off (including compensatory time) or unpaid leave under this Agreement – for observance of religious holidays not included in the Institutionally Recognized Holidays enumerated below. Employees shall not be required to work on any Institutionally Recognized Holidays in exchange for taking time off to reserve such a religious holiday. Managers should be advised of these dates at the beginning of the calendar year, and they are to be used on two dates only. These days will not be paid out as leave for departing employees.
5. All Employees are entitled to receive paid time off for the following holidays, hereinafter collectively referred to as Institutionally Recognized Holidays:
  1. January
    1. New Year's Day
    2. Martin Luther King, Jr. Day
    3. Inauguration Day (Following Presidential Elections)
  1. February
    1. Presidents' Day
  1. March
  1. April
  1. May
    1. Memorial Day
  1. June
    1. Juneteenth
  1. July
    1. Independence Day
  1. August
  1. September



1. Labor Day
1. October
  1. Indigenous People's Day (Rather than Columbus Day)
1. November
  1. Election Day
  2. Veterans Day
  3. Thanksgiving Day and the Day After
1. December

IPS office will be closed Christmas Eve (Observed) through New Year's Day (Observed).

## *Section 2. Compensatory Time for Working Through Holidays*

1. Employees required by their supervisor to work on any of the Institutionally Recognized Holidays enumerated in Section 1 of this Article are entitled to two (2) hours of compensatory time off for every hour worked on the Holiday, to be used as set forth in Article IX, Section 2, above. An Employee who voluntarily works on an Institutionally Recognized Holiday does not thereby earn compensatory time.
2. The Employer shall strive to keep required holiday workload to a minimum.

# **Article XI: Paid or Unpaid Time Off, or Leave**

## *Section 1. Vacation*

1. Beginning with the first month of employment, Employees accrue paid vacation time at the rates specified below:

Year 1 of employment: 3 weeks (102 hours) per year

Years 2 of employment: 4 weeks (136 hours) per year

Years 3 of employment and beyond: 5 weeks (170 hours) per year

Employees will not be required to use their vacation leave during the week of Christmas and New Year's, when the IPS offices are closed. Employees shall not be entitled to take vacation until after completing three (3) months of continuous service, or sooner with the approval of the supervisor. Part-time salaried Employees earn vacation time at the appropriate portion of the full-time rate.

2. Scheduling of a vacation is at the Employee's written request with the approval of their direct supervisor. Use of vacation time of a week or more should be scheduled in writing with the Employee's direct supervisor at least two weeks in advance. Employees are encouraged to give as much notice as possible.
3. It is the policy of the Employer for Employees to take vacation in the year that it is earned. Except as noted below, Employees may carry up to sixty-eight (68) hours of vacation time into the next vacation year. Employees are strongly encouraged to take vacations each year.
4. Upon termination of employment, Employees will be paid for up to 68 hours of unused vacation time.

## *Section 2. Sick Leave*

1. Employees are provided 7.5 hours per month of paid sick leave, to be used for the illness, medical appointments or wellness care of the Employee or their parents, spouse, dependents, or significant other persons. Part-time Employees earn sick leave at the appropriate proportion of the full-time rate.
2. Unused Sick Leave, up to 10 (ten) days, may be carried over from one calendar year to the next. Upon termination of employment, Employees will not be paid for unused sick leave.
3. When a staff member is sick, they should arrange to notify the office early on each day of absence (unless other arrangements have been made). A note from the employee's Medical Provider may be required for absences of 5 or more consecutive work days. An Employee may ask to take leave without pay after all accrued sick leave is used. This request for additional unpaid sick leave must be approved by the Employee's supervisor and will not be unreasonably denied.

## *Section 4. Guild Business Leave*

1. In the event an Employee is elected or appointed to any office or position in The Newspaper Guild or Communications Workers of America or a local of The Newspaper Guild or Communications Workers of America, the Employee may request an unpaid leave of absence of up to three (3) months, and such leave shall not be unreasonably denied. An Employee who is elected or appointed to any other labor position or a government position may be granted an unpaid leave of absence at the discretion of the Employer.

### *Section 5. Office Closure*

1. IPS follows federal Office of Personnel Management (OPM) guidelines regarding office closures, delayed start times and telecommuting. If the office is closed due to severe weather, power outage, internet failure, or other catastrophe, regular full-time Employees and regular part-time Employees scheduled to work that day will be paid for the day. Employees shall be notified by email at the earliest possible time if the office is to be closed.
2. The IPS office will be closed for a winter holiday break from December 24<sup>th</sup> (Observed) until New Year's Day (Observed).

### *Section 6. Jury Duty*

1. An Employee called for jury duty will be allowed the necessary time off to render such civic service.
2. The Employee will be paid their regular wages for periods of jury duty coinciding with the Employee's regularly scheduled work hours.
3. During the course of jury duty, the Employee will report for work on any day, or portion thereof, when the services of the Employee are not required in court. Unless the jury is sequestered, Employees are expected to cover reasonable work responsibilities remotely during jury duty breaks as agreed upon with their supervisor.

### *Section 7. Compassionate Leave*

1. Employees shall be allowed up to thirty-four (34) hours of paid compassionate leave in the event of death of a loved one.

## *Section 8. Parental, Family and Medical Leave*

1. Family Leave: Employees are entitled to time off in connection with the birth or adoption of a child or to care for self or a family member as defined in, and for the purposes set forth in, the District of Columbia's Paid Family and Medical Leave legislation. For purposes of this Section 8, "family member" includes a person who demonstrably and substantively relies on the support of the Employee in a family-like relationship. Such request shall not be unreasonably denied. After one (1) year of employment, Employees are entitled to 408 hours (12 weeks) of paid leave, and an additional 408 hours (12 weeks) of unpaid leave. The Employee may use their accrued vacation for the unpaid leave for up to 204 hours (6 weeks). Employees with less than one year of employment are entitled to up to 408 hours (12 weeks) of unpaid leave. Leave does not have to be consecutive. IPS will recognize parental leaves for the birth of an IPS Employee's partner's child who is not biologically related to the IPS Employee, the adoption of a child a IPS Employee has not legally adopted but for whom the IPS Employee shares parenting duties and for similar family formations created in the future. Parents may be absent with full pay to care for children in the event of emergency school closures.
2. Parents are entitled to a total of 24 hours of leave during any twelve-month period to attend or participate in school-related events for their child per DC law.
3. Subject to applicable law, paid and unpaid parental, family and medical leave under this section shall run concurrently with any applicable paid or unpaid leave prescribed by federal, state, or local laws, including any public paid leave benefit programs. Where such public paid leave programs provide a paid benefit to the Employee, the Employee shall apply for and use such benefit to the full extent available, and the Employer will make up the difference, if any, between the public benefit and the IPS parental leave benefit available under this Agreement.

## *Section 9. Voting*

1. Election Day is a recognized Institutional Holiday under this Agreement.

# Article XII: Performance Reviews

## Section 1. Employee Performance Reviews

1. During December and January, Project Directors and other Managers of Bargaining Unit Employees will meet with their supervisees for evaluations.
2. An evaluation form will be distributed to all Employees no later than November 30<sup>th</sup> each year. Evaluation meetings will be scheduled during December and January. Each Employee will fill out one evaluation form for her/his/their self and one evaluation form for her/his/their supervisor. All Employees must complete and return their evaluation forms to their relevant supervisor no later than three (3) business days before the date of the evaluation meeting.
3. Bargaining Unit Employees are entitled, upon request, to the presence of a Steward or other Union representative at their evaluation meeting. If a Bargaining Unit Employee does not initially request a Union representative, they retain the right, as established by *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975), to stop the evaluation and request the presence of a Union representative if the meeting becomes disciplinary by their judgment.
4. A finalized and signed (by the Employee and their supervisor) copy of the evaluation must be delivered to the Employee and put in their personnel file no later than five (5) business days after the evaluation meeting. By mutual consent, both the Employee and supervisor may also agree to extend this period to permit further revision of the evaluation.
5. An Employee's evaluation information is kept confidential and released to others only upon request of, or approval by, the Employee in question.
6. If the evaluated Employee disagrees with their evaluation, they can write an addendum to their evaluation expressing their disagreement. This addendum may be written in consultation with the Employee's Union representative(s). This addendum must be added to the evaluated Employee's personnel file within three (3) business days of its submission to the Employer.

## *Section 2. Supervisor Review*

1. Employees will have an opportunity to complete an annual, written supervisor review and review of his/her management. IPS will provide each employee with forms to evaluate their supervisors and higher managers annually. Such reviews shall be voluntary and not required.
2. Employees also may provide feedback individually or as a group about their direct supervisor. Such direct supervisor reviews will be submitted in a confidential manner, with reviews going to a staff member's supervisor's supervisor (i.e. the Executive Director and Deputy Director), who may use such supervisee feedback as they deem appropriate as part of their management of their supervisors.

## *Section 3. Labor Management Committee*

1. The Parties to this Agreement will establish a joint labor-management committee (LMC or Committee). The LMC shall have two (2) representatives chosen by the Employer and two (2) representatives selected by the Guild. The Employer and the Guild may mutually agree to additional representatives to serve on the Committee. The LMC will meet quarterly or as otherwise scheduled by mutual agreement of the Parties. The LMC will operate by consensus of the Committee members and may make consensus recommendations on any subject to the Employer and/or the Union, including ways to enable employees to be more effective and productive in accomplishing their jobs. The LMC shall have no collective bargaining or decision-making authority and is not authorized to revise, supplement or administer this Agreement. Provided, however, that the Parties to this Agreement may, at any time and by mutual agreement, refer any matter to the LMC with instructions as to the LMC's responsibility and authority with respect to that matter.

# **Article XIII: Intellectual Property**

## ***Section 1. Intellectual Independence***

1. IPS acknowledges that Employees may, while employed by IPS, create and publish, solely during their own personal (non-work) time and without using IPS work product or resources, written content that is outside of the defined scope of their IPS work. Such personal work product is not considered “work for hire” and is not the property of IPS.
2. Compensation received by an Employee for personal work product as referenced in Section 1 above, or for speaking, training, etc. that is outside of the Employee’s IPS work scope and is performed solely during their own personal (non-work) time without using IPS work product or resources, belongs solely to the Employee.

## ***Section 2. Retention of Rights***

1. IPS has and maintains exclusive ownership and control of all work products produced for IPS by an Employee in the course of and within the scope of their employment with IPS.
2. At the completion of employment, an Employee may request permission from IPS to use any of their work product that was published by IPS during their employment with IPS, for purposes of publication outside of IPS. Permission will not be unreasonably denied. Where such publication permission is granted, the Employee will provide proper attribution to IPS.
3. Credited authors of and credited contributors to IPS policy briefs, reports, and other works published by IPS may cite or provide copies of such publications as examples of their work without seeking IPS consent.

## ***Section 3. Credit***

1. In the interest of career development, IPS agrees to credit Employees appropriately for their contributions to IPS policy briefs, reports, and other projects. Authors may also refuse to have their names attached to policy briefs, reports, and other projects.

# **Article XIV: Accountable Leadership**

## *Section 1. Surveillance of staff*

1. The Employer will not place any kind of monitoring software or similar on IPS-issued technology or accounts (including but not limited to email accounts, Zoom accounts, Gsuite, social media, computers, phones, etc.).
2. Employees may choose to work part-time or full-time from their personal devices instead of IPS-issued devices.

# **Article XV: Internal Infrastructure**

## *Section 1. Supervisor/supervisee check-ins & program check-ins*

1. To maintain clear and regular communication between the Employer and Employees, supervisors (here meaning members of management, such as Project and Program Directors, whose responsibilities include managing lower-level Employees) and their supervisees will schedule regular check-ins with each other.
2. Program Directors and their full Program Staff members will schedule regular program check-ins with each other.
3. Employees are encouraged to take the opportunity in these supervisory and program check-ins to suggest and/or provide input on potential IPS projects, research, internal collaboration, external partnerships and other endeavors aligned with IPS mission and strategy.



# Article XVI: Reduction in Force

## *Section 1. Layoffs*

1. IPS shall notify the Guild and the affected Employee(s) at least sixty (60) days in advance of any reduction in force or layoffs, except in emergency circumstances making that amount of advance notice by IPS infeasible, in which case IPS shall provide as much notice as feasible.
2. During the first two-weeks of that notice period, the Employer will meet with Guild representatives and provide the business or economic justification for the layoff. The Employer and Guild will discuss possible alternatives to a reduction in force. IPS will engage and act in good faith, with integrity and good intention. The Union may grieve any alleged violation of this Article in accordance with Article VII [Grievance and Arbitration].
3. IPS will provide the Guild background information about the need for a reduction in force and the Employee(s) under consideration for layoff. Relevant background and context depend on the circumstances and may include, for example, IPS's finances, business and policy decisions regarding IPS's direction and focus, changes in funding levels and type of funding, etc.
4. Layoffs shall be made in the inverse order of seniority in the affected job classification(s) within each affected department. An Employee who could be trained within forty-five (45) days to do the job of a less senior Employee in the same department may elect to be moved into that position so that the less senior Employee is laid off. Further, an Employee who is notified of layoff and who has previously held a position in a different department for which the Employee is presently qualified may elect to displace a less senior Employee in that position in order to avoid layoff. Employees notified of layoff also may fill any vacant bargaining unit position for which they meet the minimum job qualifications or could be trained within forty-five (45) calendar days to carry out the position duties. An Employee promoted or transferred under this Article shall have a trial period of ninety (90) calendar days, which may be extended by agreement with the Guild. The Employer's evaluation of the Employee shall be discussed with the Employee at least forty-five (45) calendar days before the end of the trial period.

5. Laid-off Employees shall be placed upon a rehiring list for two (2) years. The Employer, before filling a vacancy for which a laid-off Employee on the rehiring list is qualified, shall notify such laid off Employee, by mail and/or email at the Employee's last known address. In the event of multiple applications, seniority priority within the classification or classifications within which the vacancy occurs will be used to decide between applicants whose qualifications and skills are otherwise equal. If an Employee to whom such notice has been sent submits a timely application for the position but does not accept an offer of re-employment, the Employee's name shall be removed from the rehiring list and the Employee need not be any longer considered for re-employment. In the event IPS cannot fill the vacancy with an Employee or Employees on the rehiring list, the Employer may fill the vacancy with a new Employee or Employees. Time spent on the rehiring list shall not constitute a break in seniority, but will not be counted as continuing IPS employment or service time for purposes of compensation, eligibility for benefits, accruing vacation, sick leave, holidays and other leave time, and computing severance pay.
6. Seniority shall be based on an Employee's continuous service with IPS in a Bargaining Unit position. Temporary leave due to illness or approved unpaid leave will not break seniority. An Employee promoted or transferred outside of the Bargaining Unit, who remains continuously employed by IPS and later returns to the Bargaining Unit, shall retain the Employee's seniority at time of promotion or transfer.
7. A laid-off Employee rehired under this Article into the position previously held shall be paid the salary they received at the time of layoff, plus any increase they would have received had they not been laid off. A laid-off Employee rehired into a higher level position shall be paid at the entry level salary for that position. A laid-off Employee rehired into a lower level position shall be paid at the highest salary for that position or at the salary they received at the time of layoff if lower.
8. **Severance for Laid Off Employees.** In the event of layoff (i.e., an involuntary non-disciplinary separation from employment covered by this Article), the laid off employee will receive a lump sum severance payment in a gross amount (subject to all applicable taxes, deductions and withholdings) equal to
  - at least three (3) pay periods' wages,
  - plus (if applicable) an amount equal to one week/ thirty-four (34) hours of pay for each full year the employee was employed by IPS.

The severance payment defined above will be in addition to a payout to the employee of the cash value of a maximum of 68 hours unused vacation time under this Agreement.

**9. Health Care Continuation for Laid off Employees:** In addition to a severance payment as set forth above, above, a laid-off employee with IPS paid health care coverage who elects continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) will have their COBRA health-care insurance premiums covered by IPS for three (3) months after the effective date of their layoff, or until such earlier date as they begin coverage under another plan. An Employee who receives other health care coverage as described above has an obligation to report that to IPS as soon as their new coverage begins.

## **Article XVII: No Discrimination**

### **Section 1. Non-Discrimination and Equal Employment**

Both IPS and the Guild are committed to building a workplace free from unlawful discrimination or harassment. In keeping with their respective policies, neither IPS nor the Guild shall unlawfully discriminate against any employee in hiring, promotion, wages, terminations or other terms and conditions of employment because of such employee's race, color, creed, religion, gender, gender identity, gender expression, sexual orientation, age, mental or physical disability, ancestry, marital status, parental status, national origin, or other legally protected status or because of such employee's membership in, or activities on behalf of, the Guild. IPS also shall not tolerate abusive behavior.

IPS is committed to providing equal opportunity in all aspects of employment and administering all personnel policies and procedures in an equal, non-discriminatory manner, and to complying with all relevant and applicable federal, state or local laws prohibiting discrimination or requiring equal opportunity.

### **Section 2. Complaints and Legal Action**

IPS maintains a legally compliant policy prohibiting discrimination and/or sexual harassment and providing for internal complaints, contained in our Personnel Policy and applicable to all employees at the organization, including members of the bargaining unit.

Employees may grieve sexual harassment, prohibited discrimination or abusive behavior in accordance with the grievance procedure set forth in Article 7. Employees may also choose to follow the process outlined in the Personnel Policy. Whether or not employees pursue internal remedies, they retain all rights under the law to take any form of legal action.

## **Article XVIII: Wages**

### *Section 1. Wage Rates*

1. As of the Effective Date and during the term of this Agreement, the minimum salary for all full-time bargaining unit employees shall be \$57,000. The minimum salary for part-time unit employees will be prorated based on the ratio of hours worked to the full-time salary minimum.
2. The following additional one-time wage adjustments apply as specified to current bargaining unit employees who were employed as of the date this Agreement was ratified:
  - a. Those employees with two (2) years or more of IPS employment as of the ratification date will receive a raise as specified below:
    - i. Those with salaries at or above \$53,000 as of December 2022 will receive a 2% raise.
    - ii. Those with salaries below \$53,000 as of December 2022 will receive a \$2,000 raise.
  - b. For those employees who were employed as of January 1, 2023, a 3.7% increase will be applied to their December 2022 salary, effective retroactively to

January 1, 2023. (This is in addition to the 5% Cost of Living Adjustment they received as of January 1, 2023.)

- c. For those employees whose salaries are below the following minimums after applying the increases described in subsections (a) and (b), above (i.e., the 5% COLA, 2%/\$2000 raise, and 3.7% COLA, as applicable), a further adjustment will apply as follows:
  - i. \$57,000 minimum salary for employees with less than two (2) years of IPS employment as of the ratification date.
  - ii. \$62,500 minimum salary for employees with unit members with two (2) or more years of IPS employment as of the ratification date.
- d. The pay for part-time unit employees will be prorated based on the ratio of hours worked to the full-time salary minimum for their tenure at IPS.

## *Section 2. Future Wage Increases*

1. During the term of this Agreement, IPS will implement further increases, effective January 1, 2024, January 1, 2025, and January 1, 2026, for then-current Unit employees who were employed for the six (6) months preceding the relevant effective date, as follows:
  - a. Each eligible employee will receive at least a 3% wage increase; PROVIDED, however, that if the applicable COLA increase determined for social security benefits is higher than 3%, the percentage increase provided to Unit employees will be the lower of that social security COLA rate or 5%.
  - b. The minimum salary rates for bargaining unit employees as of the Effective Date of this Agreement will remain in effect for the duration of this Agreement.

## *Section 3. Other Compensation Provisions*

1. IPS will provide all bargaining unit employees a \$1,000 annual stipend, on each February 15<sup>th</sup> during the term of this Agreement, for transportation, mental health, telephone, internet, and home office.

2. The highest paid staff member employed by IPS, other than the Executive Director, shall not receive a salary exceeding three (3.0) times the lowest-paid full-time IPS position.

## **ARTICLE XIX: Healthcare and Other Benefits**

### *Section 1. Healthcare Coverage*

1. During the term of this Agreement, IPS will continue to provide healthcare coverage, including dental and vision, to Employees on the same basis as was provided upon the date of ratification of this Agreement. Employees will be covered at no cost to them. The insurance will be available to all Employees who work at least half-time.
2. Every Employee may choose to have their spouse, partner, and immediate family covered by the IPS plan. Alternatively, Employees, if eligible, can join the plans of their spouse, partner or parent and IPS will reimburse the Employee for the lesser of the amount of the additional cost of their added coverage under such other plan or the amount that would normally be paid for the Employee's coverage under the IPS plan.
3. If an Employee terminates his or her employment, accrual of benefits ceases on the last day worked and benefits terminate in accordance with the terms and conditions of the specific benefit plans unless the employee and/or dependents elect to continue coverage(s) pursuant to and in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
4. IPS will provide each employee a stipend toward the costs of transportation, mental health, and other needs as outlined in Article XVIII Wages.

### *Section 2. Other Benefits*

1. **Life Insurance:** All full-time employees will be covered by the Institute's life insurance plan at no cost to the employee on the same basis as provided to employees on the date

of ratification of this Agreement. The amount of coverage is \$150,000.

2. **Worker's Compensation:** The Institute will continue to provide Workers' Compensation benefits for personnel who are injured or killed while working on the job on the same basis as was provided on the date of ratification of this Agreement. Institute employees will be covered at no cost to them.
3. **Professional Development:**
  - a. IPS shall pay the expenses of any training it deems necessary for Employees' performance and requires Employees to participate in and attend. Time spent at employer-required or approved trainings shall be considered regular work time, and the IPS Travel and Per Diem policy shall apply for any associated travel expenses. Only time spent in IPS-approved professional development activities counts as work time.
  - b. Subject to application by the Employee and approval of the supervisor, IPS will also contribute up to \$500 per calendar year per Employee for purposes of participating in professional development educational training programs, conferences, or seminars related to work performed by the Employee that are not deemed necessary for Employees' performance. These funds will be made available in two-year cycles (\$1,000 per two years per Employee). An Employee's request for a professional development program exceeding their allotment may be approved by IPS in its discretion.
  - c. To be eligible for full professional development funding under subsection b, above, the Employee must be a full-time bargaining unit Employee and have successfully completed their probationary period. Part-time Employees shall be eligible to receive professional development funding on a pro rata basis.
4. **Long-term Disability Insurance:** IPS will continue to provide long-term disability insurance coverage for all Employees working at least half-time, as it did on the date of ratification of this Agreement, at no cost to the Employee.
5. **Short-term Disability Insurance:** IPS will offer Employees \$10 a month toward any AFLAC STD policy.

6. **Retirement Plan:** IPS will continue to maintain the 403b retirement plan (“Plan”) in effect on the date of ratification of this Agreement. Subject to and in accordance with the terms of the Plan, as set forth in the Plan documents, every eligible full-time Employee may choose to have money taken out of their salary and contributed to the Plan and shall receive an employer matching contribution of up to 5 percent of salary after six months of employment. Employees may change their individual contribution rate at any time. The Director of Operations will provide enrollment information and a Summary Plan Description (SPD) during the orientation of a new employee, as well as every year during open enrollment. Provided, however, that no language in this Agreement or in any SPD can modify or supersede the terms of the controlling Plan documents themselves.

## **ARTICLE XX: Health and Safety**

An Employee shall be protected against discipline, discrimination, loss of pay or other penalty if, with no reasonable alternative, the Employee refuses in good faith to expose themselves, in the course of their work, to any hazardous condition that a reasonable person, under the circumstances then confronting the Employee, would conclude presents a real danger of death or serious injury without sufficient time, due to the urgency of the situation, to eliminate the danger through resort to regular safety and health enforcement channels. In any such circumstances, the Employee, where possible, must have requested from IPS and been unable to obtain a correction of the dangerous condition or an alternative to avoid that dangerous condition.



# ARTICLE XXI: Duration and Renewal

This contract shall commence on December 15, 2023, and expire at midnight on the third anniversary of ratification.

Agreed and signed February 1, 2024.

For Institute for Policy Studies

Tope Folarin

Tope Folarin (Mar 11, 2024 15:48 EDT)

Tope Folarin  
Executive Director

Kathleen Gaspard

Kathleen Gaspard (Mar 11, 2024 15:20 EDT)

Kathleen Gaspard  
Deputy Director

For Washington-Baltimore News Guild

Caleb W. Crowder

Caleb W. Crowder (Feb 28, 2024 09:46 PST)

Caleb W. Crowder  
Bargaining Committee

Sarah Gertler

Sarah Gertler  
Bargaining Committee

Omar Ocampo

Omar Ocampo (Feb 27, 2024 17:09 EST)

Omar Ocampo  
Bargaining Committee

Robin S. Carver

Robin S. Carver (Mar 11, 2024 09:40 EDT)

Robin S. Carver  
Bargaining Committee

Steven D. Cook

Steven D. Cook  
WBNG Local Representative












# IPS Contract Agreement

Final Audit Report

2024-03-11

Created:	2024-02-27
By:	Jay Hearn (jhearn@wbng.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARqUUoleV-khj5Dvsab9BgpJCAY2FbKjg

## "IPS Contract Agreement" History

-  Document created by Jay Hearn (jhearn@wbng.org)  
2024-02-27 - 4:30:00 PM GMT
-  Document emailed to tope@ips-dc.org for signature  
2024-02-27 - 4:31:39 PM GMT
-  Document emailed to kathleen@ips-dc.org for signature  
2024-02-27 - 4:31:39 PM GMT
-  Document emailed to calebcrowder1@gmail.com for signature  
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-  Document emailed to Sarah Gertler (sarah@gertler.com) for signature  
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-  Document emailed to Omar Ocampo (omar.ocampo001@gmail.com) for signature  
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-  Document emailed to robinscarver@gmail.com for signature  
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-  Document emailed to Steven Cook (scook@wbng.org) for signature  
2024-02-27 - 4:31:40 PM GMT
-  Email viewed by Steven Cook (scook@wbng.org)  
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-  Document e-signed by Steven Cook (scook@wbng.org)  
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-  Email viewed by Omar Ocampo (omar.ocampo001@gmail.com)  
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 Document e-signed by Omar Ocampo (omar.ocampo001@gmail.com)


Signature Date: 2024-02-27 - 10:09:21 PM GMT - Time Source: server

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2024-02-28 - 5:45:40 PM GMT

 Signer calebwcrowder1@gmail.com entered name at signing as Caleb W. Crowder

2024-02-28 - 5:46:22 PM GMT

 Document e-signed by Caleb W. Crowder (calebwcrowder1@gmail.com)


Signature Date: 2024-02-28 - 5:46:24 PM GMT - Time Source: server

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2024-03-04 - 4:41:48 PM GMT

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Signature Date: 2024-03-04 - 4:42:09 PM GMT - Time Source: server

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2024-03-11 - 1:40:15 PM GMT

 Signer robinscarver@gmail.com entered name at signing as Robin S. Carver

2024-03-11 - 1:40:35 PM GMT

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Signature Date: 2024-03-11 - 1:40:37 PM GMT - Time Source: server

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2024-03-11 - 3:45:44 PM GMT

 Signer kathleen@ips-dc.org entered name at signing as Kathleen Gaspard

2024-03-11 - 7:20:55 PM GMT

 Document e-signed by Kathleen Gaspard (kathleen@ips-dc.org)

Signature Date: 2024-03-11 - 7:20:57 PM GMT - Time Source: server

 Email viewed by tope@ips-dc.org

2024-03-11 - 7:48:28 PM GMT

 Signer tope@ips-dc.org entered name at signing as Tope Folarin

2024-03-11 - 7:48:56 PM GMT

 Document e-signed by Tope Folarin (tope@ips-dc.org)

Signature Date: 2024-03-11 - 7:48:58 PM GMT - Time Source: server

 Agreement completed.

2024-03-11 - 7:48:58 PM GMT