# **Collective Bargaining Agreement**

# between

# **Washington-Baltimore News Guild**

# **TNG-CWA Local 32035**

# and

# **Jewish Voice for Peace**

May 10, 2023 – May 9, 2026

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# PREAMBLE

This Collective Bargaining Agreement ("Agreement" or "CBA") is made by and between Jewish Voice for Peace ("JVP" or "Employer") and the Washington-Baltimore News Guild, CWA ("Guild" or "Union") (collectively "Parties").

# ARTICLE 1: RECOGNITION/COVERAGE

# Section 1. Recognition

This Bargaining Unit represented by the Guild and covered by this Agreement consists of all full-time and part-time JVP employees including all Associate, Coordinator, Senior Coordinators, and Manager level staff (including U.S. expatriate staff), but excluding Senior Managers and Director level staff, the Sr. Manager and the Executive Assistant, and all other confidential employees, guards, and supervisors as defined by the National Labor Relations Act.

# Section 2. Bargaining Unit Work

The jurisdiction of the Guild shall cover all work normally performed by employees within the Bargaining Unit defined above in Section 1. The type of work normally performed within the Bargaining Unit by employees covered in Section 1 shall be performed by employees covered by this Agreement, except that nothing in this section shall be interpreted to bar JVP staff in the positions excluded from the Bargaining Unit defined above in Section 1, or interns or volunteers, from continuing to perform the work done by them as part of their normal functions.

# Section 3. Employees

Unless otherwise specified, the terms "Bargaining Unit" and "employees" as used in this Agreement shall mean, respectively, the Bargaining Unit defined in Section 1, above, and the employees in that Bargaining Unit.

# Section 4. Temporary Employees and Contractors

The Employer shall notify the Guild two weeks in advance of hiring a temporary employee or using an outside contractor to perform work normally performed within the Bargaining Unit. The term of a temporary employee or contractor shall not exceed nine months. A temporary employee shall not eliminate, displace or replace a regular full-time Employee.

# **ARTICLE 2: UNION SECURITY AND DUES DEDUCTION**

# Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of JVP in the bargaining unit, as defined in Article 1, who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. No later than 31 days

after their first date of employment or the effective date of this Agreement, whichever comes later, all other eligible employees shall become and remain members in good standing in the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal and state laws.

# Section 2. Dues

JVP shall, in compliance with all applicable laws and on the basis of employees' individually signed voluntary check-off authorization cards provided to JVP by the Guild, deduct from such employee's pay, the dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted each pay period from employees' wages and sent to the Guild by the fifth day of the following month. Deductions will begin with the next full pay period following JVP's receipt of the check-off authorization. Attached hereto as "Appendix A" is a copy of the Guild's Assignment and Authorization to Deduct Guild Membership dues.

#### **Section 3. Indemnification**

The Guild shall indemnify, defend and hold JVP harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by JVP for the purpose of complying with this Article.

# ARTICLE 3: EMPLOYEE INFORMATION FURNISHED TO THE GUILD

#### Section 1. Annual Employee Information

JVP shall furnish the Guild annually the following information in connection with employees in the Bargaining Unit:

- (a) Name
- (b) Start date
- (c) Job title
- (d) Department
- (e) Rate of pay, including hourly pay for part-time employees and hours per week worked
- (f) Work location
- (g) Date of birth
- (h) Race and/or Ethnicity, if identified
- (i) Gender identity and preferred pronouns, if identified
- (j) Home address

- (k) Personal email address
- (I) Phone Number

#### Section 2. Monthly Employee Information

On a monthly basis, and no later than 30 days after any of the following events, JVP shall notify the Guild in writing or via email regarding 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 effective dates thereof.

#### **ARTICLE 4: GUILD RIGHTS**

#### Section 1. Guild Orientation

JVP will allow a Guild unit officer 30 minutes to meet with each new hire eligible for membership in the bargaining unit. JVP will notify the Guild unit chair prior to a new employee's start date.

#### Section 2. Professional Guild Days

In addition to any other paid or unpaid leave that may be permitted in this Agreement, JVP will accommodate the use of up to five (5) person-days of unpaid leave per contract year for bargaining unit employees in the aggregate for the purpose of attending meetings, classes, or training on Guild activities. Such time off must be requested in advance and approval will not be unreasonably denied.

#### Section 3. Employee Use of Office Equipment for Guild Purposes

Bargaining unit employees will be entitled to use their JVP issued equipment for Guild purposes so long as no additional expenses are incurred as a result of such use.

#### Section 4. Employee Use of JVP Communications Platforms for Guild Purposes

Guild representatives employed by JVP may use JVP's communication platforms for Guild communications with bargaining unit employees. Bargaining unit employees may use their work emails for communications with the Guild.

#### Section 5. Unit Representatives/Stewards

- (a) The Guild will notify JVP of its unit officers and stewards.
- (b) Stewards will have the right to: (1) represent bargaining unit employees who request Guild representation in investigatory interviews that may lead to discipline, discharge or a change in working conditions; and (2) investigate and process grievances that arise from the imposition of discipline or discharge or other alleged violations of this Agreement. JVP will notify bargaining unit

employees of their right to representation. An employee may invoke their right to representation by a steward under this provision before or during the interview.

- (c) JVP will notify a unit officer or steward prior to an investigatory interview being held with such employee who requests Guild representation. The Employer shall provide the time needed for the meeting.
- (d) JVP shall grant requests by designated unit officers and stewards for reasonable time off from work, without loss of pay, to conduct necessary Guild business administering the Agreement and grievance handling and resolution, provided such duties must not unreasonably interfere with the regular performance of an employee's work.

#### **Section 6. Collective Bargaining Ratification Meeting**

All bargaining unit employees will be permitted to attend a one-hour meeting on work time for the Guild to present a tentative collective bargaining agreement prior to a ratification vote and/or to conduct a ratification vote. The union will coordinate the scheduling of this meeting with JVP.

#### Section 7. Collective Bargaining Committee

The Guild shall designate its bargaining committee members. The committee will be released to attend negotiating sessions and related caucuses.

#### Section 8. Union meetings

All bargaining unit employees will be permitted to use up to one hour of work time each month to attend unit meetings.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

Subject only to specific limitations contained in this agreement to the contrary, all statutory and inherent managerial rights and functions are retained and vested exclusively in the Employer.

#### ARTICLE 6: LABOR MANAGEMENT COMMITTEE

A joint Labor/Management Committee ("LMC") shall be established, composed of two members selected by the Guild and two members selected by JVP. The LMC will meet no less than once per quarter with the goal of identifying and resolving issues of mutual concern.

# **ARTICLE 7: GRIEVANCE PROCEDURE**

#### **Section 1. Grievance Definition**

Employees are free to talk to the Human Resources Manager or any Director, and are free to bring Guild representation to such a conversation (or not, at their election) to address concerns they have about their supervisors, supervision, or other issues impacting their employment. This option is available regardless of the timing of the event or events that give rise to the conversation. Both JVP and the Guild will inform affected employees of these rights. As part of this process, and as indicated in Section 3B of this Article, the time limits set forth to file a grievance may be adjusted upon mutual written agreement (e.g., the parties may agree that the 15-day clock can stop running during an agreed upon period as there are ongoing discussions with HR). When there is a request for changing the time limits under the circumstances described in this section, the parties' response to the request will be presumed reasonable and the requested adjustment will not be arbitrarily refused. Nothing in this section 3 of this Article.

#### **Section 2. Grievance Definition**

The Guild shall designate a committee (the "union grievance committee") of its own choosing to take up with JVP any matter arising from the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement) (a "grievance").

#### **Section 3. Grievance Procedure**

(a) Steps in grievance procedure

#### Step 1

Within 20 business days after a Guild officer or representative of the Guild learns, or should have learned, of an event giving rise to a grievance, the Guild shall notify JVP in writing of the nature of the violation, the provision(s) of the Agreement alleged to be violated, and the remedy requested. JVP shall respond to the Guild within 10 business days.

#### Step 2

If no settlement agreement is reached in Step 1, the grievance committee and JVP shall meet to try and resolve the grievance. JVP shall provide the Guild a written response to the grievance within 10 business days of such meeting. If the Guild does not appeal the grievance to step 3 within 10 business days after receiving a response, the grievance will be deemed to be settled in accordance with JVP's response.

## **Step 3 Arbitration**

If no settlement of the grievance is reached in Step 2, the Guild may submit the a grievance to arbitration by providing a written demand for binding arbitration to JVP within 10 business days after receipt of JVP's Step 2 response or 30 days after the parties' Step 2 meeting,. If, on initiation of arbitration, 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. absent the parties' agreement on one of the listed arbitrators, 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.

(b) The time limits set forth above may be extended by the parties' mutual consent in writing.

# Section 4. Arbitrator's Award

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

# **ARTICLE 8: JOB SECURITY**

#### Section 1. Just Cause

There shall be no discipline of non-probationary employees except for just cause.

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

The Employer shall furnish to the employee and to the Guild a copy of any disciplinary criticism, including discipline, of an employee. JVP shall notify the employee of the right to have a steward present in a disciplinary meeting.

#### Section 3. Records of Discipline

An employee and/or the Guild shall have the right to review the employee's personnel file. The employee and/or the Guild shall be allowed to place in an employee's file a response to anything contained therein which such employee and/or the Guild deems to be adverse. Any documents related to a discipline of a written warning or lesser seriousness shall not be taken into consideration one year after the issue is rectified. Any documents related to a discipline more serious than a written warning shall not be taken into consideration the serious than a written warning shall not be taken into consideration the serious than a written warning shall not be taken into consideration two years after the issue is rectified.

#### ARTICLE 9: ECONOMY DISMISSALS

#### **Section 1. Budgetary Planning**

JVP shall provide quarterly budget briefings beginning in July 2023 to the entire staff to identify any potential budget deficits that might lead to a layoff.

## Section 2. Process for Economy Dismissals

- a. JVP shall notify employees and the Local Representative of the need for an economy dismissal.
- b. If a staff reduction is necessary, JVP must give 60 days' notice in advance of economy dismissals.
- c. JVP and the Guild will have 30 days to explore alternatives to economic dismissals.
- d. JVP shall accept voluntary resignations from employees and such employees shall be paid the amount of severance pay as calculated in (h) of this Article. The number of employees dismissed shall be reduced to the extent that the necessary payroll saving has been achieved by resignation.
- e. Remaining dismissals shall be made in the inverse order of seniority.
- f. Seniority means length of continuous employment.
- g. A dismissed employee shall be placed on a hiring list for up to two years. In order of seniority, JVP shall offer re-employment to anyone JVP determines is qualified to fill the position of a job opening. Anyone who refuses an offer for reemployment shall be removed from the hiring list. The re-employment offer shall be transmitted by email and phone, to the employee's last known email address and phone number, with a copy to the Guild.
- h. In the event of economic dismissal, JVP shall provide one week's severance pay per six months of continuous employment during the first year and one week per year thereafter, up to 6 weeks maximum. No employee dismissed shall receive less than two weeks' pay.

# **ARTICLE 10: REMOTE WORK**

#### Section 1. Start-Up Equipment

Upon hire, JVP shall offer baseline start up equipment to all employees, along with specialty equipment as needed for particular roles, as outlined below. In the event that JVP did not provide an employee baseline equipment at the time of their hire, the employee can receive that equipment at any time during the course of their employment, as needed. The Employer shall provide replacement equipment if needed as a result of normal wear and tear from ordinary use and exposure over time.

JVP shall offer a standard list of start-up equipment that will be offered to new employees. If an employee wishes to procure different equipment of equal or lesser value, they are welcome to do so with supervisor approval, and submit receipts for reimbursement.

- Laptop/computer and protective case, if laptop
- Laptop stand
- Keyboard and mouse
- Desk (sitting or standing) and chair (if sitting desk)
- Headphones for calls and meetings
- Basic office supplies (pens, paper/notepads, sticky notes)
- Chargers and adapters

Upon request and at Operations Director approval, JVP may provide staff additional equipment to complete their job, including but not limited to the following:

- Tablet (for designers)
- Printer (for designers, administrative staff and organizers, or as needed/determined by supervisor and staff) or reimbursement for printing at a print center
- Paper (photo paper included for designers) and ink for printer
- Any additional equipment that the employee may need

#### Section 2. Remote Work Stipend

JVP will provide every employee a flat monthly stipend of \$50 to be spent at employees' discretion with the expectation that employees access the virtual workplace reliably. The stipend is for expenses related to remote work, including Internet, phone, and additional utilities costs. JVP will provide a monthly stipend of \$75 beginning in fiscal year 26.

Employees may request reimbursement for use of a coworking space or office, subject to supervisor approval.

This stipend will be paid out with payroll and is not required to be a reimbursement. This stipend will be suspended when an employee is out on extended leave (e.g. Parental or Medical Leave).

JVP does not cover additional costs of working remotely associated with non-JVP-related travel.

## Section 3. Remote Workers' Rights

In the event of Remote Work disruptions (e.g. power outage), the Employee should not incur loss of wages due to circumstances beyond their control.

## ARTICLE 11: GUILD PROMOTIONS

Promotion decisions will be determined based on organizational need, budget, fulfillment of core competencies given reasonable professional development provided at the start of the new role, and employee interest. Given the above requirements are satisfied as determined by management, an employee shall not be denied a promotion for which the employee is qualified.

If an employee is denied a promotion, management will provide a written explanation within 10 (ten) days of the date the promotion was not approved indicating why it was denied on the basis of lack of organizational need, insufficient budget, and/or core competencies given reasonable professional development. If an employee is not promoted due to not meeting core competencies, the written explanation will also outline why the additional professional development necessary falls outside of what is reasonable. At the employee's request, JVP will meet with the employee and, if the employee chooses, a representative of the Guild, to discuss the reasons a promotion is postponed or denied.

# **ARTICLE 12: WORK WEEK**

The work week will be from 9:00 a.m. to 5:00 p.m. Monday through Thursday for a regular full-time workweek of 32 hours. The current practice of flexible scheduling or flextime shall continue. A supervisor shall approve flextime if a mutually workable schedule can be arranged to meet the needs of the organization. Such approval shall not be unreasonably withheld.

JVP will not pay additional compensation-nor compensatory time-until and unless a unit member works more than 40 hours in any week.

JVP may only require a team or the whole staff to temporarily work on Fridays (i.e. work a 40 hour week) (again, without additional compensation or compensatory time) during rapid response, defined as an unanticipated crisis management or response to geopolitical events outside of the control of the organization; or during only the final two Fridays of YEA or SUA fundraising; or during in-person events that fall on a Friday and associated travel time, including staff retreat and national membership meeting.

These exceptions to the 32-hour work week should not be interpreted to mean staff are on call on Fridays.

An employee who chooses to work on a Friday shall not be allowed to trade for another day off nor bank the day.

Non-exempt staff are paid an overtime rate (one and one-half times the staff member's regular rate of pay) for hours worked in excess of forty (40) hours in JVP's work week or as otherwise required by applicable federal and/or state law. Non-exempt staff are permitted to work overtime only if the additional work time is approved in advance by their supervisor. Even if a non-exempt staff member works overtime without prior approval, the staff member will be paid for the unauthorized overtime worked. However, the staff member may also be subject to appropriate disciplinary action for working overtime without the required prior approval.

Overtime payments are based on all time actually worked. Paid time off benefits and other compensation paid for time that is not actually worked are not considered as time worked in calculating overtime.

Note that a JVP employee's eligibility for and entitlement to overtime pay will continue to be based exclusively on the requirements of applicable federal and state law.

The impact of the provisions of this article on the organization and the staff will be evaluated each quarter by a committee made up of two representatives from JVP and two from the Guild. The evaluation will consider whether and how the four-day week allows for a more balanced and sustainable workplace, less burnout, and more space for workers to live their lives and be whole people. In addition, the parties will evaluate the effects on the work produced, including the organization's budget, the execution of programs, and the success in the organization in its collaboration with partners and members.

After six months, either the Guild or JVP can notify the other party of its desire to end or amend the four-day work week. In such an event, the Guild and JVP will have 30 days to negotiate and reach an agreement (including any needed amendments to this Agreement). If there is no agreement reached, the parties will seek mandatory third-party mediation to resolve the disagreements.

Friday shall not be a regularly scheduled workday for a part-time employee.

## ARTICLE 13: CREATING A LIBERATORY AND ANTI-RACIST WORKPLACE CULTURE

# Section 1. Fostering a Culture of Accountability to Build an Anti-Racist Organization

JVP recognizes that Black, Indigenous, and people of color are impacted by interpersonal and systemic racism, injustice, and white supremacy.

JVP is committed to the daily practice of an anti-racist workplace culture rooted in trust, empathy and understanding.

The Labor-Management Committee will:

- Set goals and key indicators around JVP's racial justice and equity work in the areas of personnel (recruitment, hiring, retention, reports of racism).
- At least once a year share out internally to staff and board the successes, challenges, and lessons learned about racial justice and equity work.
- Make budget and content recommendations for needed staff trainings as referenced in section two of this article.

Time spent on the Labor-Management Committee is considered work time. The Labor-Management Committee would meet within 30 days of the ratification of this Agreement.

# Section 2. Required competencies to work at an organization committed to Palestinian liberation-and anti-racism

For JVP to fully advance its mission and realize its anti-racist values, JVP must provide ongoing training opportunities for staff. Such trainings should encompass both political development and the practice of applying concepts and principles of anti-racism in their work activities.

Once JVP has developed an annual training plan, JVP will seek the input of the Labor-Management Committee within a reasonable time frame before finalizing the plan.

Staff are allowed four (4) hours of paid time a month to dedicate to continuing their political and anti-racist education. Such time off will be requested in advance and will not be unreasonably denied.

# Section 3. Recruiting and retaining Black, Indigenous and staff of color

JVP is committed to applying best practices to support the recruitment, retention, and success of Black, Indigenous, and people of color, and people with marginalized identities. To do this, JVP will:

- (a) Continue to maintain a budget explicitly used for recruitment of Black, Indigenous, and people of color, and people with other marginalized identities; and,
- (b) Continue to collect job applications through methods that reduce bias; and,
- (c) Ensure that at least 30% of the candidate pool for positions self-identifies as BIPOC, and the hiring process cannot move to the first round of interviews until this threshold is met; and,
- (d) Strive to have at least 25% of the first-round interviews be composed of BIPOC candidates; and,
- (e) Ensure that the interview process and new staff orientation addresses racial justice and equity, conveys JVP's commitment to building an anti-racist organization through offering training opportunities centered on racial justice and emphasizes the candidates' roles in building a more anti-racist organization; and,

(f) Include an orientation session focused on the history of the Palestine solidarity movement, and JVP's role in this history with an anti-racist frame for all new staff and current staff at the time of implementation.

#### Section 4. Building a More Inclusive Organization for LGBTQ+ Staff

JVP is committed to building a workplace where LGBTQ+ staff can thrive and bring their full selves.

JVP will list pronouns for all employees, except in the case where an employee would prefer not to have their pronouns listed.

When employees have a name change, or who go by a name different from what JVP has listed, JVP will remove their former name from previous office materials and publications to the extent practicable (i.e. office signs, business cards, blog posts, organizational charts, etc.). In the event of an employee's legal name being different than their actual or chosen name, JVP will ensure all staff and public-facing documents are listed under the employee's chosen name, and will keep usage of their legal name to essential documents only (ie. tax documents, paychecks, insurance, etc) while ensuring their legal name is kept confidential and private.

If a former employee has a name-change after departing the organization and JVP is continuing to use materials drafted by that employee or mentioning them by name, JVP will ensure their correct name is listed on all materials where applicable.

JVP will ensure there are gender-neutral restrooms at all in-person workspaces, required events and meetings.

# Section 5. Accommodations for Employees at Hybrid In-Person/Virtual Events

JVP recognizes the inherent value of all staff participating at all-staff events, even in cases when the staff member is unable to attend in person. For all required in-person all-staff events, The Labor Management Committee will release to staff an accessibility plan at least 30 days in advance of the event. Staff will then have the option to submit accommodations requests.

The labor-management committee shall be tasked with creating a process so that staff attending virtually are able to participate fully.

#### Section 6. Traveling with Dignity

JVP recognizes the varied needs of employees with marginalized identities. While JVP's COVID protocols allow for employees to forgo travel due to COVID-related concerns, employees also retain the right to refuse work-related travel on the basis of general safety. This may include, but not be limited to, concerns around:

- Traveling as a disabled person with concern for exposure to biological contaminants that may cause issue to existing disability and/or chronic illness; and,
- State-based legislation that may cause severe consequences or severe mental health issues for employees traveling to said state, such as, but not limited to, anti-transgender legislation preventing employees from using adequate public restrooms or other public spaces, higher rates of anti-Black violence, lack of access needs for disabled and/or chronically ill employees that prevents them from entering common public spaces, etc.

At any time that an employee feels their person and safety is potentially threatened by traveling to a particular area, JVP will not require them to travel and will not penalize them for their choice to not travel. As such, if the event is attended by 2 or more other JVP employees and the employee in question's participation is needed, JVP will adhere to the above clause regarding hybrid events to ensure the employees full and authentic participation in such events.

# Section 7. Family Care while Traveling for Work

Employees are eligible for reimbursements up to a maximum of \$2,000 per year by JVP, for direct caregiving costs incurred due to work-related overnight travel. This benefit may be used to cover caregiver's costs such as airfare, train fare, bus fare, or car rental; and/or caregiver costs such as services to stay with the individual(s) at home or to find alternate care; the cost of an additional accommodation or hotel room for the caregiver; meal stipends for caregiver equal to JVP's staff meal stipends; and/or the caregiver's travel costs (airfare, train fare, bus fare, or car rental) while the employee is on overnight work travel. JVP shall provide an appropriate benefit request form for this purpose and may require documentation of the costs incurred. This benefit shall be in addition to the employee's travel budget for the period in which the expenses are incurred.

#### **Section 8. Chest Milk Expression**

In alignment with our values, we understand chestfeeding to be a normal and nonoffensive practice that does not violate dress codes, staff conduct, or otherwise constitute inappropriate workplace behavior. Staff are not required to leave a meeting or workspace in order to chestfeed or use a chest pump, but they may choose to do so at their discretion and preference. All staff may take paid breaks, as needed, to express chest milk in a location of their choosing.

For in-person events hosted by JVP national, employees will be provided with a room for milk expression that will be appropriate, private, well-lit, and with access to refrigeration.

No employee who requires access to a private area for milk expression shall be required to attend in-person events that do not provide the criteria above.

No employee shall be discriminated against for chestfeeding or expressing milk during the work period, and employees will retain the right to opt to attend the event virtually should they indicate their preference for doing so. Employees will not be disciplined solely on the basis of their choice on attending virtually or in-person.

# ARTICLE 14: LEAVES

#### Section 1. Vacation Leave

JVP full-time staff are eligible for up to 16 days of vacation time per year.

Vacation time is accrued on a prorated basis at the end of each pay period. Staff who have taken an unpaid leave of absence during the year will have vacation leave prorated according to the amount of time worked during the calendar year, except such time that may have concurrently used vacation.

Staff may accrue a maximum of 16 vacation days per year, and unused vacation time may be carried over to the following year. Staff will not accrue additional vacation once they have accrued a total of 16 days. For example, if a staff member carries over 11 days of vacation from the prior year, once that person has accrued five new days of vacation in the new year (for a total of 16 vacation days) the staff member will no longer accrue vacation time until some of the already-accrued vacation is used.

Vacation days can be used in minimum increments of one-half day (4 hours) or full day (8 hours). More than three consecutive days of vacation must be approved in advance by a supervisor. If a paid holiday falls during a vacation period, that is not considered vacation time.

If staff have not yet accrued the amount of vacation leave that they wish to use for a given vacation, they may borrow against vacation that they would earn later in the year, at a supervisor's discretion.

Staff will be paid out for any accrued but unused vacation time upon termination.

#### Section 2. Holidays

The following federal holidays shall be observed on the day they fall or on the day designated by the Federal Government:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4 or, if it falls on a weekend, day of national observance)

- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas Day (December 25)

Employees shall be entitled to nine floating holidays per fiscal year. A new employee who works less than 6 months in a fiscal year will have half the number of floating holidays available to them. Employees must specify the date or dates they will use as floating holidays at the beginning of the

fiscal year, subject to approval by their immediate supervisor. Unused floating holidays do not carry over to the next year, nor can they be cashed out if not taken or paid upon termination of employment.

# Section 3. Jury Duty

Employees will receive paid time off for jury duty up to eight (8) weeks, less any government provided compensation. Staff who are called for jury service must show the summons to their supervisor. If the staff member is excused from jury duty for any day or half-day during the required period of service, they are expected to report for work.

A supervisor may request that the staff member request a deferral of jury duty if it is determined that the person's absence would create serious operational difficulties. No staff member will be penalized for an inability to defer jury service.

#### Section 4. Bereavement Leave

Employees are permitted to take a leave of absence in the event of the death of a loved one or after experiencing a pregnancy loss. An employee with such a death may take up to five (5) workdays, or a combination of five (5) full- and partial- workdays, off with pay within ninety (90) calendar days of the notification of a death. Bereavement days may be taken consecutively or intermittently. Part-time employees will receive paid time off for the number of hours they would normally have worked on the workdays or partial workdays of absence taken for bereavement leave in a calendar year. To take bereavement leave, staff must notify their supervisor promptly so that arrangements can be made to cover the absence.

#### **Section 5. Parental Leave**

The provisions of this Article are intended and shall be applied to satisfy the requirements of applicable federal, state and/or local laws obligating the Employer to provide parental leave, paid or unpaid. The leave available from JVP under this Agreement shall run concurrently with, and shall be integrated and coordinated with, any such statutory parental leave, including any available paid public leave benefits.

The Employer shall provide up to eight (8) consecutive weeks of fully paid parental leave to a non-probationary employee parent welcoming a new child by birth, fostering

or adoption. If not immediately, the beginning and end of leave shall be set by the employee with supervisor approval. Leave must be taken in the first year.

Where public paid leave benefits are available to the employee, the employee shall apply for such benefits and may use paid parental, vacation and sick leave available under this Agreement to make up the difference, if any, between the amount of the public leave benefit awarded and 100% of their regular salary during the public leave period.

The employee may extend their eight-week period of contractual parental leave to fourteen (14) consecutive weeks by using available accrued vacation and/or sick leave under this Agreement (or by using up to six weeks of unpaid parental leave). While on such parental leave the employee will continue to receive their regular health insurance coverage from JVP, and the employee will continue to accrue vacation and sick time, but other employment-related benefits will be suspended.

After exhausting fourteen (14) consecutive weeks of parental leave, the employee may take up to thirteen (13) more weeks of full-time unpaid leave (or may arrange for a schedule of part-time work and partially-paid leave), for a total of up to 27 consecutive weeks of leave immediately after a child's birth/adoption. During this leave period, compensation will be pro-rated according to the proportion of time the staff member works (not including sick and vacation days, which are paid in full). Where an employee elects to take full-time leave, their position will be held for no longer than six (6) consecutive months.

JVP Parental Leave under this Article is separate from medical leave related to medical conditions of pregnancy or birth. Where an employee experiences medical issues that require additional time away from work, the total amount of leave and application of the appropriate leave categories and programs will be determined on a case by case basis. In all other circumstances, employees are expected to return to their previously-held full-time position following completion of parental leave under this Article.

# ARTICLE 15: WAGES

# **Section 1. Minimum Starting Salaries**

- Coordinator: \$56,000
- Sr. Coordinator: \$58,000
- Manager: \$62,000

#### Section 2. One-time Increases for Existing Employees

For employees hired before the ratification of this Agreement, their salary will be increased by \$2000 per year, except those employees earning less than \$67,000 shall be increased by \$3320 per year.

#### Section 3. Wage Reopeners

Beginning 60 days prior to the anniversary date of the second year of the contract, the parties will negotiate a wage reopener to take effect the second year of the contract. Bargaining will last no more than 30 days and the parties will make a good faith effort to schedule an adequate number of negotiating sessions.

Beginning 60 days prior to the anniversary date of the third year of the contract, the parties will negotiate a wage reopener to take effect the third year of the contract. Bargaining will last no more than 30 days and the parties will make a good faith effort to schedule an adequate number of negotiating sessions.

# **ARTICLE 16: BENEFITS**

## Section 1. Health Plan

JVP shall continue the current health plan. JVP may change to a plan that is similar or one that provides similar terms but at a cost savings to JVP and bargaining unit employees. JVP shall notify the Guild if it has received a quote that would change providers.

JVP shall continue to pay the premium for full-time staff. The premium for a part-time employee will be prorated based on the amount of hours per week an employee is scheduled.

JVP shall pay 15% of the premium for an employee who selects a plan that includes more than a single plan.

#### Section 2. Supplemental Health Fund for Trans and GNC Staff

JVP will establish a supplemental health fund for Trans and Gender Non Conforming (GNC) staff. This health benefit is designed to supplement costs not covered by primary insurance—recognizing that some gender identity-related care may not be currently covered by health insurance policies or may have prohibitively high copay costs (for example: prescriptions, appointments, procedures). Trans and GNC employees can access this benefit at any point over the course of their employment. The supplement will be available to Trans and GNC employees (with the intention that these terms encompass everyone that identifies as part of the trans spectrum). Employees will never be required or asked to explain or present any documentation establishing their gender identity in any way.

Employees covered by the policy will accrue access to \$1,000 per month, with maximum annual accrual at \$2,000. All \$2,000 will be accessible for the employee at the beginning of each Fiscal Year, or after the end of an employee's initial 90 day probationary period, to decrease barriers to needed care. Unused funds will not carry over from year to year: all unused funds will expire at the end of the Fiscal Year.

Employees do not need to submit receipts for approval; employees only need to submit a simple reimbursement request form that only requires the employee to detail the date an expense was incurred and an amount. Reimbursement request forms will not need to go through an approval process. If an employee incurs an expense that exceeds the maximum reimbursement, they may request reimbursement in installments over multiple years. Pre-reimbursement can be arranged at employee request.

#### **Section 3. Retirement**

JVP shall contribute 1% of an employee's salary to the 401(k) plan. In Fiscal Year 2026, JVP shall contribute 1.5% of an employee's salary to the 401(k) plan.

# **ARTICLE 17: DURATION AND RENEWAL**

This contract shall commence May 1, 2023 and expire on April 30, 2026, and shall inure to the benefit of and be binding upon the successors and assigns of JVP. Provided, however, that the provisions of Article 12 shall become effective beginning two months following the Effective Date of this contract (with the first Friday off being July 7, 2023). Upon expiration of this Agreement, JVP may amend or eliminate handbook policies that are in effect during the term of the contract with two weeks' notice.

Within 60 days prior to the expiration date of this contract, JVP or the Guild may initiate negotiations for a new contract to take effect on May 1, 2026. The terms and conditions 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 May 1, 2026, the new contract shall be made retroactive to May 1, 2026.

# APPENDIX A: ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild-CWA, and authorize JVP to deduct per pay period 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 pay period following the date of this assignment. I further authorize and request the Organization to remit the amount deducted to the Guild each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between JVP and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to JVP 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 JVP and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which JVP 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.

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

Employee's signature

Date

## SIDE LETTER: POLICIES

In the event of a conflict between any policy statement in the JVP Employee Handbook and any provisions of this Collective Bargaining Agreement (CBA), this CBA shall take precedence with respect to Bargaining Unit employees covered by the CBA.

JVP and the Guild have agreed the following policies will not be changed or eliminated, except by mutual agreement, from the effective date through the expiration date of the contract. JVP may amend or eliminate policies after expiration as long as the Guild has been given 30 days' notice in advance of the change becoming effective.

- Your Job with JVP
  - 2. Personnel Files, as amended
  - 5. Introductory Period, **as amended**
  - 7. Code of Conduct
    - "Bullying" (pp. 18-19), as amended
  - 8. Performance Evaluation, **as amended**
  - 11. JVP Staff Travel Policy
    - "Process for deciding if travel is approved" (pp. 23-23)
    - "Covid-specific guidelines" (pp. 23-24), as amended
    - "COVID precautions during JVP staff or team retreats" (p. 24)
    - "General Travel Guidelines" (pp. 24-25)
    - "Booking Travel" (p. 25)
    - "Accommodations" (p. 25)
    - "Food and local transportation when traveling for JVP-related work" (pp. 25-26), as amended
    - "Spending guidelines" (p. 26), as amended
    - "Reimbursement for the Use of Personal Cars" (p. 26)
    - "Traveling for Personal Reasons and Doing JVP Work" (p. 26)
    - "Staff Errors or Accidents and JVP Coverage" (p. 27), as amended
  - 15. Principles Around Staff Development and its Associated Budget Line (p. 29)
  - 16. Intellectual Property, **as amended**
  - 18. Outside Employment, as amended

- 21. Computer, E-mail, and Internet Usage Policies
  - "Social Media" (pp. 32-33)
- 24. Reporting unsafe conditions and/or threats to security
  - "Security Protocol" (pp. 34- 35), as amended
- Staff Benefits
  - 6. Commuter Benefits (p. 37)
  - 10. Sick Leave (p. 41)
  - 13. Medical Leave (pp. 43 44)
  - 14. Unpaid Leave (p. 44)
- When You Leave JVP
  - 1. Resignation of Employment (p. 48), as amended
  - 2. Discharge of Employment (p. 48), as amended
  - 3. Separation procedures and exit interviews (pp. 48-49), as amended
  - 4. Severance Policy (p. 49)
  - 5. Unemployment Compensation (p. 49), as amended

#### Amend

- Your Job with JVP
  - 2. Personnel Files (p. 13)
    - Replace: "Upon request, staff may be eligible to inspect certain contents in their Personnel Record"
    - With: "An employee shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse."
  - o 5. Introductory Period (p. 16) TA 10/20/22
    - Strike: "If the supervisor determines that the usual introductory period does not allow sufficient time to thoroughly evaluate performance, this period may be extended for an additional period of time."
  - o 7. Code of Conduct (bullying) partial TA 10/20/22
    - "Bullying" (pp. 18-19)

- Replace "JVP defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators" with "JVP defines bullying as repeated, targeted and malicious, health-harming mistreatment of one or more people by one or more perpetrators"
- Add the following language to the first paragraph of the section: "Bullying can come from co-workers, supervisors, employers, employees, or external sources such as contractors, collaborators, consultants, or volunteers."
- Add the language "that fall outside of collective feedback" to the bullet point example "Public reprimands."
- Add the language "in a repeated way intended to cause harm or distress to the other person, or otherwise devalue them or their work" to the bullet point example "Assigning menial tasks not in keeping with the normal responsibilities of the job."
- 8. Performance Evaluation (pp. 19- 20)
  - Add the following sentence to the final paragraph of the section: "Performance evaluations cannot be used as part of a disciplinary process or action."
- 11. JVP Staff Travel Policy
  - Covid-specific guidelines (pp. 23-24) TA 10/20/22
    - Replace:
      - "For JVP purposes, staff are considered fully COVID-19 vaccinated 14 days after their final (booster) dose in one of the following CDC-approved vaccine series: Two doses in a two dose vaccine series (Pfizer or Moderna) PLUS one booster dose, OR One dose of a single-dose vaccine (Johnson & Johnson) PLUS one booster dose (Pfizer or Moderna preferred)."
    - With:
      - "For JVP purposes, staff are considered fully COVID-19 vaccinated 14 days after their final (booster) dose in one of the following CDC-approved vaccine series: Two doses in a two dose vaccine series (Pfizer or Moderna) PLUS new booster doses as they become available, OR One dose of a single-dose vaccine (Johnson & Johnson) PLUS new booster doses as they become available(Pfizer or Moderna preferred). If a booster is made available to the general public

fewer than 30 days before the date of travel, staff may travel provided they have received a previous booster dose."

- COVID precautions during JVP staff or team retreats (p. 24) TA 10/20/22
  - Add: "Unless specific request from an attendee to wear masks." after "It is up to the meeting/retreat organizers' discretion whether or not all staff attendees must wear a mask, or whether masks can be optional"
- Food and local transportation when traveling for JVP-related work (pp. 25-26) - TA 10/28/22
  - Replace "JVP will cover the costs of expenses up to \$50 per day for food" with "JVP will cover the cost of expenses for food according to the local per diem rate set by the U.S. General Services Administration - reference here: https://www.gsa.gov/travel/plan-book/per-diem-rates."
- Spending guidelines (p. 26)
  - Replace first paragraph of section with: "At JVP, we hold ourselves accountable to our members in how we spend our money. To that end, we try to purchase reasonably-priced food and drink while we travel. The per diem is the ceiling, not an entitlement, and often staff will not need to spend the entire per diem when traveling."
- "Staff Errors or Accidents and JVP Coverage" (p. 27) TA 10/28/22
  - Replace current text of section with: "JVP does not assume financial or other responsibility for errors, omissions, negligence or misconduct by a staff member during or related to JVP travel, including but not limited to incurring parking tickets or other automobile violations. JVP may, in its sole discretion, forgo holding a staff member accountable for a minor mistake. If a staff member makes an error in purchasing incorrect airline/bus/train tickets, etc, the staff member will do everything they can to remedy the mistake, ie. by refunding the ticket, converting to credit, but staff will not be held financially liable for mistakes related to purchasing travel tickets."
- o 16. Intellectual Property TA 10/28/22
  - Strike: "Staff assign and transfer such rights to JVP to the extent such rights do not automatically vest in JVP under the applicable law."

- o 18. Outside Employment TA 12/16/22
  - Replace "Staff who work less than full-time may hold outside jobs, as long as the staff member meets the performance standards of the position with JVP. " with "Employees are free to engage in any legal activities outside of working hours. Staff may not engage in outside employment if the JVP Labor-Management Committee jointly determines that the employment conflicts with JVP's goals and objectives."
- $\circ$  24. Reporting unsafe conditions and/or threats to security TA 10/20/22
  - "Security Protocol" (pp. 34- 35)
  - Replace "The Executive Director and the Board will determine whether or not to report the threat to the FBI" with "The Executive Director, the Board, and any directly impacted individual(s) will determine whether or not to report the threat to the FBI"