

# **Collective Bargaining Agreement** between **Voices for a Sustainable Future** and **The** **Washington-Baltimore News Guild, CWA Local** **32035 PREAMBLE**

This Agreement is made effective on May 15, 2025, between the Labor Network for

Sustainability, a Project of Voices for a Sustainable Future ("Employer") and the Washington-Baltimore News Guild ("Guild" or "Union") chartered by The News Guild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

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# **1. RECOGNITION AND BARGAINING UNIT**

## **1.1. Union Recognition and Jurisdiction**

LNS hereby recognizes WBNG as the sole and exclusive bargaining representative for all employees of the Organization, excluding supervisory, managerial and confidential employees as defined by the National Labor Relations Act.

The jurisdiction of the Guild is:

- a. The kind of work either normally or presently performed within the unit covered by this contract in all areas of work of the Organization;
- b. New, other or additional work assigned to be performed within the unit in all areas; and
- c. New, other or additional work similar in skill, or performing a similar function, as the kind of work either normally or presently performed within the unit in all areas.

Performance of work within the jurisdiction of the Guild will be assigned to employees within the Guild's jurisdiction and covered by the Guild's contract.

## **Section 1.2. Employees**

Unless otherwise specified, the term "employees" as used in this Agreement shall mean employees in the Guild bargaining unit.

Full-time, part-time, and temporary employees shall be included in the bargaining unit. Interns, consultants, and contractors are excluded from the bargaining unit and are not covered under the contract based on the following parameters.

- a. Full-time Employees work 35 hours per week as defined by this Agreement and shall not be assigned supervisory, managerial, or confidential work except upon promotion out of the bargaining unit.
- b. Part-time Employees work at least 20 hours per week and shall be entitled to all provisions under this contract on a pro rata basis, as required.
- c. Temporary Employees are either full-time or part-time employees on a limited term contract of up to 12 months. They shall be covered by all provisions of this Agreement. No later than one (1) month before the end of their contract, LNS shall inform a temporary employee if their contract will be terminated as originally set forth or if their position shall be made permanent. Any temporary employee who has been satisfactorily performing the duties of the position shall be offered the permanent position.

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- d. Interns are employees who may perform some bargaining unit work for LNS but whose primary purpose for being with LNS is for educational and training purposes. Interns will not be used to replace bargaining unit employees. They may be hired for up to nine (9) months and shall be paid at least \$35 per hour or shall receive an educational credit, but preferably interns would be eligible to receive both pay and educational credit.
- e. Consultants are paid independent contractors who are retained for their expertise on a topic or in an area that is not within the primary purview of an LNS employee. They may not perform bargaining unit work for more than 15 hours per week.
- f. Contractors are workers retained through a temporary staffing agency or are persons or entities independently contracted with to meet an immediate temporary need of no more than three (3) months.

## **2. UNION SECURITY & DUES DEDUCTION**

### **2.1. Union Members in Good Standing**

It shall be a condition of employment that all employees of LNS in the bargaining unit who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. All new employees in the bargaining unit shall no later than the thirtieth (30th) day following their first date of work become and remain members in good standing in the Guild or pay agency fees equal in amount to membership dues.

### **Section 2.2. Dues**

LNS shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization cards provided to LNS by the Guild, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month for employees. Dues are currently based on 1.44% of base monthly salary and, if applicable, should also include all commission and bonus payouts but not overtime.

The dues deduction assignment shall be made upon the following form:

#### **ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

I hereby assign to the Washington-Baltimore News Guild, CWA Local 32035, and authorize the Employer 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 week in the month following the date of this assignment. I further authorize and request the Employer 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 me 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 the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days

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and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer 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 supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.



## **3. Union & Employee Rights**

### **3.1. Union Meetings and Communication**

Employees shall be excused for a reasonable amount of time with pay for unionrelated meetings. LNS agrees to permit the distribution of Union information related to regular union meetings, grievance matters, and regular information to stewards through Employer-provided communication platforms, including email.

### **Section 3.2. Bargaining Unit Employee-Representatives Conducting Union Business**

Employees designated as Union representatives shall be granted time off from their work, without loss of pay, to conduct necessary Union business administering the contract. Management and the Guild shall make good faith efforts to ensure work needs and necessary union business do not conflict. The Guild shall notify LNS in writing of employees designated under this section.

### **Section 3.3. Additional Release Time**

The foregoing provisions do not preclude the parties from agreeing to additional unpaid release time on a case-by-case basis, including to allow for union representatives to attend - at Union expense - statewide, regional, or national meetings, trainings, conferences or other opportunities sponsored by the Union, its affiliates or related organizations. If an employee is elected or appointed to a position in The NewsGuild-CWA or AFL-CIO, or local of The NewsGuild-CWA, or an organization with which The NewsGuild-CWA is affiliated, or in the organized labor movement, such employee, upon the employee's request, shall be given a reasonable unpaid leave of absence.

An employee elected or appointed delegate to conventions of The NewsGuild-CWA, AFL-CIO or any organization with which The NewsGuild-CWA is affiliated, or to special meetings called by The NewsGuild-CWA, or by a branch thereof or by an organization with which The NewsGuild-CWA is affiliated, may request an unpaid leave of absence for up to ten (10) working days. Such requests will not be unreasonably denied.

### **Section 3.4. Changes to Workplace Policies**

The Employer will strive to provide at least four (4) weeks notice of any new or altered policies or procedures that directly relate to wages, hours, or working conditions (giving more than four weeks whenever possible but providing as much

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notice as possible under extenuating circumstances). After receipt of such notice, the Guild may request to bargain over the proposed changes, and the Organization agrees to bargain in good faith before implementation. The meeting will be held as soon as reasonably practicable and within five (5) days of notification.

**Section 3.5. Respect and Dignity** The parties acknowledge the following fundamental understandings:

- a. The Employer and the Union agree to cooperate with one another on efforts to assure efficient operations, to serve the needs of the Employer and its constituents, and to meet the highest standards of such service.
- b. The Employer and the Union agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the Employer with respect and dignity.
- c. The Employer agrees to work closely with the Union, through the Labor Management Committee, to explore all reasonable means to help employees improve their performance and enjoy success on the job.

### Section 3.6. Health and Safety

The Employer will maintain a healthy and safe environment for its employees. This includes physical, mental, and psychological safety. No employee who reports in good faith or attempts to resolve issues related to health and safety will experience retaliation in any way.

Employees may exercise their good faith professional judgment in assessing the health, safety, and security of off-site assignment and event locations. An employee who reasonably concludes that an off-site assignment or event location poses a risk to their health, safety, or security must notify the Employer as soon as possible to identify remedies to the situation. If satisfactory remedies cannot be implemented, the Employee may decline the assignment or remove themselves from the location without LNS imposing any penalty on the employee. In addition, employees may request equipment as required to make an assignment safer and such requests shall not be unreasonably denied. This would include an ergonomically-safe workspace.

Within six (6) months of the ratification of this Agreement, LNS and the Union agree to work together within the Labor-Management Committee to discuss and codify a Climate-mitigation and Public Safety policy to be implemented and followed by all LNS staff. The policy will address strategies to protect LNS employees during LNS-events and events sponsored by other groups, protocols to mitigate the impact LNS has on the climate through its work and activities, and expectations for interacting with Law Enforcement during acts of civil disobedience or in

public-safety situation, among other areas of mutual concern. The final policy will be included as an addendum to this Agreement once agreed to.

## **ARTICLE 4. MANAGEMENT RIGHTS**

LNS is a collaborative workplace with employees who hold different levels of responsibility and accountability for its work, mission, and overall sustainability of the organization. The Employer shall reserve and retain management rights, privileges and prerogatives that are consistent with this Agreement, including a recognition that some rights may be limited or waived. This recognition is not intended to diminish Management's commitment to an exchange of ideas and information with the Union on all matters affecting the workplace and to affirmatively promote dialogue with and input from all LNS employees on organizational matters.

LNS and its representatives have the right to:

- Steward the organization's mission, goals, and programs in accordance with collaborative organization-wide structures (i.e. open budgeting, strategic planning, consistent input and feedback from staff, etc)
- Manage the operations of the organization, including establishing the type of work to be done and the location of work as long as changes are consistent with Article 15 (Seniority, Layoff and Recall), Article 11 (Remote Work), and Article 16 (Work Planning and Performance Evaluation)
- Hire and supervise employees
- Create new positions to achieve the mission of the organization consistent with Article 6 (Hiring)
- Communicate work expectations and hold employees accountable for their work expectations through consistent feedback and other non-disciplinary and disciplinary means in a way that follows just cause

## **ARTICLE 5. ONBOARDING & OFFBOARDING**

### **Section 5.1. Onboarding**

Upon hire, new employees shall immediately begin an onboarding period, during which time they will receive organizational training on both policies and areas of work. The onboarding period will start at the date of hire and continue for 90 days.

During the onboarding period the new employee cannot be disciplined or terminated for performance issues but will receive performance reviews every 30 days. New employees may receive discipline for non-performance issues during that period when there is just cause following the steps outlined in the Progressive Discipline Article. After the completion of the 90 day onboarding period, employees

can be disciplined on performance when there is just cause following the steps outlined in Article 7 (Discipline and Discharge). Performance reviews conducted during the onboarding period can be referenced for disciplinary purposes but do not constitute steps within the discipline and discharge process.

Executive Directors, or a manager as delegated by management, will take responsibility for coordinating onboarding of new employees. Individual staffers will not be wholly responsible for a new employee's onboarding, however may be directed to support as relevant to their job description.

The onboarding period shall, at a minimum, cover the following:

- Overview of operations and administration requirements, including completing necessary paperwork and assistance setting up payroll, benefits and/or HR systems;
- Training Google Drive / G-Suite, Zoom, Action Network, and other internally used software and online platforms;
- Familiarization with LNS programs and projects, current and historical;
- Introduction to fundraising, finance and proposal-writing;
- Support with developing and completing work plans and internal accountability;
- Explanation of staff and organizational policies/procedures; and
- Introduction to the staff union and collective bargaining agreement; including a union orientation, in which new employees will be provided at least one hour of paid time for union orientation for both the new employee and the employee(s) giving the orientation during normal work hours as a part of the new employee's onboarding. **Section 5.2. Offboarding**

Employees whose employment is terminated for any reason including voluntary resignation shall complete the following offboarding procedure. This process shall begin immediately upon notice of termination or resignation being given.

Executive Directors, or a supervisor as delegated by management, will take responsibility for coordinating offboarding of employees. Individual staffers will not be wholly responsible for an employee's offboarding, however may be directed to support as relevant to their job description.

The offboarding procedure shall, at a minimum, cover the following:

- Completing or transferring outstanding tasks, projects and assignments;
- Completing any transition memos related to program areas or operations/administration;

- Completing an exit interview, at which employee may request a union representative or coworker;
- Final paycheck, including submitting outstanding reimbursement requests and returning prorated portions of reimbursements;
- Setting up auto-reply and email forwarding for G-Mail, and transferring ownership of G-Suite;
- Passing-on organizational contacts; and
- Removing the departing employee's access from all appropriate groups, group chats, shared drives, and other platforms or resources.

## **ARTICLE 6. HIRING**

The Employer shall post all vacant bargaining unit positions internally for a minimum of seven (7) days before posting the positions externally. In these instances, the Employer shall conduct interviews with qualified internal candidates before determining if interviews of external candidates are necessary. If an internal candidate is not chosen in the next round of eligible candidates for the position, the internal candidate may request a meeting or explanation on why they did not advance.

Bargaining Unit eligible positions shall state they are represented by the Washington Baltimore News Guild in the job posting.

Hiring committees for unit positions shall include at least two (2) bargaining unit Employees.

The Employer will not include any questions pertaining to a potential employee's criminal record from employment applications, nor discriminate on the basis of their past history with the criminal justice system or the court system.

## **ARTICLE 7. DISCIPLINE & DISCHARGE**

### **Section 7.1. Just Cause**

The Labor Network for Sustainability will only subject employees to discipline or discharge when there is just cause. The discipline will be proportionate to the offense and shall follow the procedures described below.

LNS is committed to setting employees up for success. As a best practice, feedback, coaching, counseling, and appropriate training (if applicable) shall be offered with the goal of avoiding the need for discipline.

## **Section 7.2. Progressive Discipline**

Disciplinary action by the Employer must be taken within thirty (30) days of the event or action, or when the Employer knows or should have known of the event or action, on which the disciplinary action is based. For the avoidance of doubt, this provision is not intended to limit or compel employees to report misconduct not directly performance-related (in accord with Section 7.4) within a specific timeframe, and employees are encouraged to report misconduct not directly performance-related on a timeline that best serves their autonomy and workplace health and safety.

Steps of the progressive discipline process may be skipped to respond in a timely manner due to the seriousness of the following:

- a. Violence or threats of violence in the workplace;
- b. Grossly inappropriate work performance, including inappropriate use of organizational resources and chronic attendance issues;
- c. Fraudulent or intentionally dishonest conduct, including falsification of records.

LNS will not discipline employees for political speech or activity outside the workplace, or for refusing to participate in the employer's communications on political matters in a personal capacity.

## **Section 7.3. Performance-related Discipline**

For purposes of this section, in performance-related cases, satisfactory performance is intended to refer broadly to an employee's overall fulfillment of job expectations, duties and responsibilities as set forth in the employee's job description and performance goals. LNS will use the following progressive disciplinary procedure in cases of unsatisfactory performance and attendance issues that impact performance (referred to collectively below as "performance") as well as in cases of misconduct not directly performance-related (defined in Section 7.4). In cases of misconduct not directly performance-related, LNS will follow the conduct-related Investigatory Process outlined in Section 7.4 below.

- a. Warning #1



The employee will receive a written warning documenting that their performance or conduct is unsatisfactory and will include the components listed below. After this warning, the employee will have at least one (1) month to improve their performance or conduct (as applicable), prior to proceeding to the next warning. When LNS issues a written warning to the employee, it shall include:

- a description of the performance or conduct problem;
- what the employee must do to correct the problem, which will be realistic, measurable or observable, and within the employee's ability to control. The employee must be offered the opportunity to discuss the proposed corrective actions and resources needed to make the necessary improvements with the supervisor before they are finalized. This provision may be structured as a performance improvement plan (PIP);
- identification of a performance improvement period sufficient to allow the employee an opportunity to show improvement, which will be no less than one (1) month after the issue date of the written warning;
- a statement that failure to make the necessary improvements may result in further discipline, including termination of employment; and
- a statement indicating whether the warning is a first ,second or third written warning, as well as the date of any other written warnings issued within the previous 12 months.

The employee will receive a copy of any disciplinary warnings or notices and copies will also be placed in the employee's personnel file.

b. Warning #2 and #3

If following Warning #1, a directly related performance or conduct issue arises, or, if the observed performance or conduct does not sufficiently improve following Warning #1, additional written warnings may be issued. The supervisor will document the continuing performance or conduct problem and meet with the employee. If, after the performance improvement period has ended, the supervisor deems that the employee has not made sufficient progress, subsequent written warnings may be issued, according to the same procedures outlined above. However, if performance or conduct problem(s) recur(s) following Warning #3 (during the time frame identified as part of the third warning), the process may move to termination as set forth below.

c. Termination

If an employee receives at least three (3) written warnings related to either (i) any performance problem(s) or (ii) any conduct problem(s) within any rolling 12-month period, termination may occur if there is not sufficient improvement. An employee may not be terminated unless they receive at least three (3) written warnings with respect to performance or three (3) written warnings with respect to conduct problems (e.g. an employee who receives two warnings for unsatisfactory performance and one warning for unsatisfactory conduct would not be subject to termination under this subsection). Termination will occur upon written notice by LNS.

The employee will have the right to request the presence of a steward or union representative at any step in the disciplinary process described above.

The Guild shall be notified in writing, contemporaneously with the employee, of any discipline or discharge.

#### **Section 7.4. Conduct-related Investigatory Process**

The LNS is responsible for workplace health and safety. The LNS will investigate cases of misconduct not directly performance-related by following the process outlined below. Misconduct not directly performance-related includes: a. Bullying defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, by one or more persons against another or others, at the place of work and/or in the course of employment. Examples of bullying could include: slandering, ridiculing or maligning a person or his or her family; persistent name calling which is hurtful, insulting or humiliating; using a person as a butt of jokes; abusive and offensive remarks.

- b. Verbal harassment or discrimination including comments that are offensive or unwelcome regarding a person's race, color, ethnicity, ancestry, national origin, citizenship, creed, religion, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, reproductive status, age, mental or physical disability, medical condition, genetic information, military or veteran status, or other legally protected status, or because of such employee's membership in, or activities on behalf of, WBNG, including epithets, slurs and negative stereotyping.
- c. Nonverbal harassment or discrimination including distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of race, color, ethnicity, ancestry, national origin, citizenship, creed, religion, gender, gender identity, gender expression,

sexual orientation, marital status, pregnancy, reproductive status, age, mental or physical disability, medical condition, genetic information, military or veteran status, or other legally protected status, or because of such employee's membership in, or activities on behalf of, WBNG.

- d. Verbal sexual harassment including innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual activity (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- e. Nonverbal sexual harassment including the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- f. Physical sexual harassment including unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.
- g. Any other conduct that unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

In cases of misconduct not directly performance-related, the following investigatory process will be undertaken:

Step 1

Employees should try their best to submit a complaint as soon as possible after an incident has occurred, preferably in writing. A steward or union representative may assist the victim in completing a written statement or, in the event a victim cannot provide or refuses to provide information in writing, a steward or union representative will dictate the verbal complaint.

Step 2

Upon receiving a complaint or being advised by a steward or union representative that such conduct may be occurring, the Employer will promptly review the complaint.

Step 3

The Employer will strive to review a complaint within 48 hours of its submission. During such time that the Employer takes to review the complaint, the victim may assert their right to be separated from the accused in workplace settings and will, with the advice of a steward or union

representative, decide the best manner by which this occurs (e.g. the accused does not attend meetings at which the victim is present). This separation will be administered by the steward or union representative and will be maintained until the Employer is able to review the complaint and proceed with further steps in this process. For the avoidance of doubt, this separation, unless violated by the accused, cannot be used as the basis for any disciplinary action.

#### Step 4

Upon reviewing the complaint, Employer will then meet with the victim to establish the victim's desired outcomes and mutually address the victim's immediate needs for workplace safety and wellbeing. (For example, during the course of the investigation, the victim may choose to be separated from the accused in workplace settings, and the victim and Employer will mutually decide how best to affect this separation.)

#### Step 5

For the avoidance of doubt, actions taken to address the victim's immediate needs for workplace safety and wellbeing during the course of the investigation, unless violated by the accused, cannot be used as the basis for any disciplinary action (e.g. not attending certain work meetings).

#### Step 6

During the course of the investigation, the accused has a right to have a steward or union representative present at meetings with the Employer.

#### Step 7

If it is determined that a violation has occurred, the Employer will proceed with the progressive disciplinary process outlined in Section 7.3 above. The Employer will work with the victim to shape the progressive disciplinary action(s), warning(s), and related steps, including any appropriate restorative or preventive measures to be included to address such violations not directly related to work performance.

#### Step 8

If the investigation is inconclusive or if it is determined that there has been no violation but potentially problematic conduct may have occurred, the Employer may recommend appropriate restorative, conflict resolving, or preventive action to which the victim may suggest reasonable revisions and consent or not to participate in.



## **ARTICLE 8. GRIEVANCE & ARBITRATION**

### **Section 8.1. Grievance Defined**

A grievance is defined as a complaint, dispute, controversy, or difference involving the interpretation, application, administration, or alleged violation of this Agreement. A grievance may be filed by the Union on behalf of an individual employee (grievant), group of employees or on its own behalf. An individual employee can also file a grievance on their behalf.

### **Section 8.2. Grievance Procedure**

Grievances shall be submitted under the following grievance procedure. Time limits set forth in the following steps may be extended by written mutual consent of the parties.

#### **1. Problem Solving**

The Employer and Union endorse the general proposition that, whenever possible, grievances, complaints, and other disputes shall be resolved at the lowest possible level. Prior to filing a formal grievance, an employee or the Union shall request a problem solving meeting to identify a mutually acceptable resolution of the problem. The problem solving meeting may be waived by written mutual agreement of the Employer and employee / the Union. In cases of termination, either party may elect to skip this step. If resolution is reached at this step, it shall not be considered as precedentsetting. The Union may be present at the meeting if requested by the employee.

#### **2. Step 1**

If a mutually satisfactory resolution of the problem is not reached in the problem solving meeting or if such meeting has been waived, the grievant shall file the grievance in writing to the Co-Executive Director(s) no later than twenty (20) working days after the event giving rise to the grievance occurred or following the Problem Solving Step. The written grievance shall state the name of the grievant(s), the date(s) on which the alleged violation(s) occurred, the nature of the grievance, the specific portion of the Agreement or local, state, or federal law allegedly violated, and the remedy sought. There shall be a meeting between the Union, the grievant and CoExecutive Director(s) within 10 business days of the receipt of the written grievance. If the grievant filed the grievance on their behalf, a union

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presence is not required but may be included upon request of the grievant. The Employer shall respond in writing to the grievant within 10 business

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days of this meeting. If a written response from the Employer is not received by the deadline, the grievance shall automatically be denied as of that deadline.

### 3. Step 2

If the matter is not resolved at Step 1, it may be appealed in writing to the Board of Directors within 10 business days of the Step 1 response. There shall be a meeting between the Union, the grievant and the Board of Directors designated representative(s) within 10 business days of the receipt of the step 2 grievance. The designated representative(s) of the board shall respond in writing within 10 business days of this meeting. If no written response from the Board is received by the deadline, the grievance shall automatically be denied as of that deadline.

### 4. Arbitration

Any grievance filed by the Union that is not satisfactorily resolved between the parties during Step One or Step Two may be submitted to final and binding arbitration in accordance with the following provisions. The Union shall submit a written Notice to Arbitrate to the Employer within 20 business days of the Employer's written Step 2 response (or in the case of an automatic denial by lack of response, within 20 business days of the deadline for the Board's Step Two response).

If the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Services (FMCS) or American Arbitration Association (AAA) will be requested to designate a panel of 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. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. 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 written consent. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses - excluding LNS employees who are witnesses - or attorney's fees). All other lost time wages and expenses shall be borne by the party incurring them and shall be responsible for the expense of witnesses called by that party.

## **9. PERSONNEL RECORDS**

The Employer will maintain a current personnel file on each employee in a digital format. The personnel file shall include documents related to an employee's employment, including, but not limited to application materials , job description, offer letter, payroll/employment forms, performance reviews, and formal disciplinary records as outlined in this Agreement.

An Employee may view their personnel file at any time. Employee authorization in writing is required for the Employer to provide an employee's personnel file to a designated representative, including a Union Steward.

An employee shall receive a copy of any material related to discipline or job performance that is put into their personnel file. An employee shall have the right to file a response to any material in their personnel file.

The Employer will remove warning notices or disciplinary records for which there has been no recurrence of the problem or related problem for one (1) year. Earlier removal will be permitted if requested by the employee and approved by the Employer. Material relating to disciplinary action recommended, but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed. Inaccurate material will be removed or made accurate upon request of the employee.

## **ARTICLE**



## **ARTICLE**

### **10. DRUG & ALCOHOL TESTING**

The Employer shall not require or request any employee to undergo drug or alcohol testing. Any discipline related to the suspected use of drugs or alcohol shall be based upon job performance and be consistent with the principles and processes agreed upon in this Collective Bargaining Agreement. The Employer shall not separate any employee from employment while the employee is on leave for drug and alcohol treatment for up to 12 months.

## **11. REMOTE WORK**

LNS employees work 100% remotely and are expected to perform and accomplish all assignments and tasks associated with their positions from a remote location.

The employer does not designate a remote worksite, and the employer cannot require an employee to relocate for any reason. If an employee moves their primary location for personal reasons, then the employer is not responsible for relocation costs. Full-time employees that work remotely meet the following criteria:

- a. Work at 35 hours per week;
- b. Have properly working equipment, ie computer, printer, telephone, software, ergonomic equipment;
- c. Have reasonable safeguards for the work equipment against theft and damage.
- d. Respond to work emails in a timely manner;
- e. Maintain communication with management;
- f. Available to join weekly virtual staff meetings, one-on-one virtual check-ins, and other virtual meetings, conference calls, and trainings;
- g. Occasional travel for face-to-face required work, meetings and/or conferences;
- h. Does not require access to office resources

Employees are not expected to work in the event of a disruption to normal operations such as national or local emergency, inclement weather, electricity outage, emergency evacuation, connectivity issues, etc.

## **12. LABOR MANAGEMENT COMMITTEE**

A Labor-Management Committee (LMC) will be created for the purpose of discussing concerns of mutual interest to LNS and the bargaining unit. The LMC is intended as an ongoing communication forum and a productive space, operating by consensus, to help maintain constructive labor-management and employee relations and enhance effectiveness in working together. Discussions and decisions of the LMC shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement unless specifically stated within this Agreement.

## **ARTICLE**

The Labor-Management Committee will be made up of an equal number of bargaining unit and non-bargaining unit employees. The Committee will meet at least once (1) per quarter or as otherwise mutually agreed by the parties, for the purpose of discussing matters assigned to them by this Agreement or that either party may wish to present.

If there is consensus among the LMC members, the LMC may propose recommendations for the LNS Board and staff to consider. If consensus cannot be reached, the LMC members may propose alternative options and recommendations.

## **13. SECONDARY EMPLOYMENT & OUTSIDE ACTIVITIES**

Employees shall be free to engage in any activity outside of work so long as those activities are not inconsistent with LNS' core mission and values.

The Employer will not interfere with the employee's outside rights to earn income from additional means of employment so long as the work is not in conflict with LNS' core mission and values, is done on an employee's own time, and does not interfere with the performance of LNS' employment.

Secondary employment means any external employment or contract work activity with another organization while employed full-time with LNS. LNS is the full time employee's primary responsibility.

Secondary employment does not have to be approved by management; however, it must not have an adverse effect on performing your job and does not create a conflict of interest. If a full-time employee foresees a potential conflict of interest, they should notify management about the secondary employment to discuss ways to mitigate any potential conflicts.

## **ARTICLE**

### **14. TRAVEL**

LNS shall maintain the [LNS Travel and Expense Guidelines policy as of March 2024](#).

Any employee who submits a reimbursement request with appropriate documentation shall be paid within ten (10) business days.

The employer shall cover tolls when they are charged during business travel and reimburse up to \$1,000 for the cost of damage to personal vehicles incurred during business travel. Mileage may be calculated based on the odometer or through a GPS service such as Google Maps.

Employees shall receive at least two (2) weeks notice of proposed travel.

#### **Section 14.2. Dependent Care Reimbursement for Work Travel**

The Employer shall provide reimbursement of up to \$2,000 per year for dependent care or care for a member of the employee's family for costs that are incurred due to work travel (staff retreat, conference, etc.). "Member of the employee's family" shall include anyone who is a family member or with whom the employee shares a family-like relationship by reason of affinity. The dependent care costs must be incurred due to the employee's required work travel and cannot be a regular caregiving expense. Expenses incurred must be for an eligible dependent and must be pre-approved by the employee's supervisor. Documentation of expenses must be provided to be eligible for payment.

## **15. SENIORITY, LAYOFF, AND RECALL**

### **Section 15.1. Definition**

Seniority under this Agreement is the length of an LNS employee's service as measured by their original date of hire. Interns, fellows, contracted and temporary employees who become regular employees shall be credited back the length of service from their original hire date.

## **ARTICLE**

After a layoff, employees who are recalled from layoff within one (1) year from the effective date of layoff will retain their seniority based on their original hire date.

### **Section 15.2. Layoff for Economic Necessity**

If the Employer must institute layoffs for reasons of economic necessity, it will give the Union thirty (30) days' notice of their intent to layoff bargaining unit employees and shall bargain in good faith with the Union over alternatives to layoffs, including but not limited to reducing program or costs that are not fundamental to LNS operations, and effects of layoffs during the thirty-day notice period. Layoffs shall not go into effect until after the thirty-day period has ended or good faith bargaining has lawfully terminated.

At the time the Employer gives notice of intent to layoff, it will inform the Union of the following: 1) number of employees proposed to be laid off, 2) an explanation for the layoffs, 3) the identity by position and name of the Bargaining Unit Employees proposed to be laid off, if available, 4) the reason each Bargaining Unit Employee was selected for layoff if applicable, and 5) the date of the proposed layoff.

Subject to effects bargaining, if the need remains for any layoffs, the Employer may select a maximum of two (2) positions to exempt from layoff selected. Otherwise, they will take place by seniority, with the least senior bargaining unit employee being laid off first, or by employees volunteering to be laid off under the same terms as outlined below.

- **Severance**

Employees voluntarily or involuntarily laid off under section 15.2 will be paid severance equal to a minimum of three (3) weeks pay. For any laid off employee with more than one (1) year of seniority, they will receive an additional week of severance for every six (6) months worked beyond one year up to a maximum of twenty-six (26) weeks. In addition, the Employer will pay the cost of health insurance premiums through COBRA for three (3) months or until they are covered by another plan, whichever occurs first.

### **Section 15.3. Strategic Layoffs**

If the LNS Board mandates a requirement to restructure the organization in a way that would result in the elimination of bargaining unit positions (i.e. LNS is required to end a program focus area), the Employer will give the Union sixty (60) days' notice of their intent to layoff bargaining unit employees and shall bargain in good faith with the Union over alternatives to layoffs and effects, including the transfer of employees to new positions within the Organization. Layoffs shall not go into effect until after the sixty-day period has ended or good faith bargaining has lawfully terminated.

At the time the Employer gives notice of intent to layoff, it will inform the Union of the following: 1) number of employees proposed to be laid off, 2) an explanation for the layoffs, 3) the identity by position and name of the Bargaining Unit Employees proposed to be laid off, 4) the reason each Bargaining Unit Employee was selected for layoff and 5) the date of the proposed layoff.

If there are vacancies or potential vacancies at the time layoffs are announced, Employees will be given the opportunity to transfer positions and sufficient time to retrain.

Subject to effects bargaining, if the need remains for any layoffs, layoffs shall be made in inverse order of seniority in the classification by job function.

- **Severance for Strategic Layoff**

Employees laid off under section 15.3 will be paid severance equal to a minimum of six (6) weeks pay. For any laid off employee with more than one (1) year of seniority, they will receive an additional (2) weeks of severance for every six (6) months worked beyond one year up to a maximum of fiftytwo (52) weeks. In addition, the Employer will pay the cost of health insurance premiums through COBRA for three (3) months or until they are covered by another plan, whichever occurs first.

### **Section 15.4. Recall**

If Employer decides to rehire for the position that the employee was laid off from or one that requires equivalent skills, knowledge and ability, there shall be a one (1) year recall period after layoffs. Recall shall be in reverse order of layoff. Employees on layoff being recalled will normally be contacted at least three (3) weeks prior to

the expected date of recall. The Employer shall email the employee's last known personal email address or send notice by Certified Mail to the employee at the last known address and shall simultaneously provide a copy to the WBNG. The notice shall advise the employee that they have ten (10) business days after receipt to accept a recall in writing. If the employee fails to make such arrangements within the time specified, unless for good cause shown, they shall lose their right to return to LNS.

## **ARTICLE 16. WORK PLANNING & PERFORMANCE EVALUATIONS**

### **Section 16.1. Strategic Planning**

LNS will review and revise the organizational strategic plan at least every two (2) years, and as relevant. The Executive Directors and the Union will facilitate a collaborative planning process to gather input from all employees. Executive Directors and staff may suggest and mutually approve additional parties to contribute to the organizational strategic plan. A two-thirds (2/3) majority of the bargaining unit must vote to approve the strategy plan prior to the board's approval. If the Board rejects the Union approved plan, the Employer must provide a written explanation and meet with the Union.

### **Section 16.2. Job Descriptions**

Each employee will receive a job description upon hire, detailing duties and responsibilities in a standardized organizational format. A copy of the job description will be maintained in the employee's personnel file. The job description will be reviewed annually or at the employee's request if there are changes in responsibility or role.

For changes to job descriptions made after the initial hire, the Employee, and the Union, and Executive Directors shall develop new, mutually agreed upon responsibilities and roles together. Changes to job descriptions shall take into account existing organizational roles. The new job description will be developed within 30 days of written request for changes, to be extended only by mutual agreement. The new job description will be shared with the union within a week of finalized. Final approval rests with the Employee and the Union.

### **Section 16.3. Work Plans**

Employees, in collaboration with the Co-Executive Directors, will create and/or update an annual work plan based on their job description, prior work reflections, and organizational strategic plan. Staff members directly affected by the work plan will have an opportunity to provide input.

Annual work plans will include clear benchmarks, professional development goals, and key priorities. Regular check-in meetings will be held between employees and their supervisor, at a mutually agreed-upon and pre-scheduled time, to track progress and ensure alignment with organizational needs.



#### **Section 16.4. Employee Performance Evaluations**

LNS is committed to providing structured feedback while ensuring participatory engagement in evaluations. The performance review process will incorporate both traditional management feedback and collaborative work reflections, ensuring a balanced approach.

The Employer shall conduct an annual performance review for each Employee. The performance review shall include (1) a written self-assessment completed by the Employee; (2) a written evaluation by the Co-Executive Director; (3) A scheduled meeting between the Employee and Supervisor to discuss the evaluation. The performance review shall assess the Employee's fulfillment of job responsibilities, achievement of goals, and contributions to the organization. Employees shall have the right to submit a written response to their performance review within ten (10) business days of receiving it. The response shall be included in the Employee's personnel file. The final performance review shall be signed by both the Employee and the Supervisor and placed in the Employee's personnel file. Signature by the Employee shall not indicate agreement but acknowledgment of receipt. Annual performance reviews shall not be used for discipline.

#### **Section 16.5. Employee Work Reflections**

In addition to the performance review, Employees shall participate in a biannual work reflection process designed to provide qualitative feedback and foster professional development. Employees shall select a work reflection group consisting of at least two (2) colleagues to provide structured feedback in a non-evaluative setting. Work reflections shall focus on: strengths and successes in the Employee's role; challenges encountered in performing job duties; opportunities for professional growth and development. Work reflections shall not be used as a basis for disciplinary action or negative performance evaluation. Summary insights from work reflections will help inform performance reviews but will not serve as the sole determinant of evaluation outcomes.

#### **Section 16.6. Supervisor Performance Evaluations**

LNS is committed to creating an environment where high-quality, effective feedback is given and received. Employees will have an opportunity to complete an annual, written, supervisor review. Employees can also provide feedback about their supervisor in a confidential manner to the individual responsible for facilitating the performance review of their supervisor.

To protect the integrity and separation of both performance review processes, supervisor review of supervisee performance reviews will occur after employees and supervisors have met and discussed the results of the employee's own performance review.

## **ARTICLE 17. PROFESSIONAL DEVELOPMENT**

Professional Development benefits both the employer and the employee. LNS shall set aside 4% of an employee's salary for professional development as budgets permit and notify employees of the request process. Those funds shall be accessible to all employees.

## **ARTICLE 18. PAID TIME OFF & HOURS OF WORK**

**Section 18.1. Paid Time Off** Definitions. "Days," unless otherwise specified, refers to business or work days (i.e. Monday-Friday). "Calendar days" includes business days and weekends (i.e. Monday-Sunday).

All employees will receive unlimited paid time off (PTO) for vacation, personal, or health reasons each year. This leave may be used in single or partial day increments or for multiple days in a row. It may be used for things including but not limited to doctor's appointments, to serve on a jury, to attend a funeral or mourn the death of a loved one, or for a longer stretch of restorative time away from work. Employees may begin using PTO 30 calendar days after their start date, unless vacation was pre-approved prior to employment.

All employees are required to take at least 15 days of vacation each calendar year. Any employee who is terminated from LNS for any reason (voluntary or involuntary) shall be paid for any days less than 15 taken during that calendar year.

Employees must notify the Employer of intent to take paid time off, and when possible will consult with the Employer when timing days off. Employees must indicate scheduled time off on the organizational calendar.

Paid time off shall not be unreasonably refused and cannot be reduced as part of performance evaluation / disciplinary / accountability measures.

When taking 5 or more days of consecutive PTO the employee shall do the following:

- a. identify at least one colleague who can stand in as a contact for them while they are out
- b. discuss work related events and deadlines with staff a reasonable amount of time before PTO, and identify any anticipated capacity needs or shortfalls in their absence.
- c. put on an auto responder (email) and include contact information for the colleague who will respond for them while they are out.

Employees will track their vacation time in a form and format agreed upon by the Labor Management Committee.

## **Section 18.2. Holidays**

The following shall be recognized as 25 paid holidays each calendar year for all employees immediately upon hire. Holidays are unable to carry over from each calendar year. If an employee wishes to “flex” the 25 listed holidays in the event they do not wish to observe a particular holiday, they can give at least 10 business days’ notice and select an alternative day for that day’s holiday leave instead.

- New Year’s Day
- Dr. MLK Jr. Day
- Presidents’ Day
- Good Friday
- May Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People’s Day
- Election Day
- Veteran’s Day
- Thanksgiving Week (Monday through Friday)
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day
- 5 floating personal holidays (employee choice)

In addition to the above observed holidays, the entire office will be closed and employees are not expected to work during two consecutive weeks that include Christmas Eve (December 24) through New Year’s Day (January 1) each year.

## **Section 18.3. Family Leave**

### **a. Eligibility and Scope**

Employees who have worked for the Labor Network for Sustainability (LNS) for at least six (6) months are eligible for Family and Medical Leave.

Eligible employees may take leave for:

- i. The birth, adoption, or foster placement of a child.
- ii. The care of a self-defined family member who is incapable of self-care due to a mental or physical illness.

- iii. The employee's own serious health condition requiring extended recovery time.

Family Leave is available to employees regardless of gender, marital status, or whether the employee is the birthing parent.

- b. Duration and Compensation

Employees are entitled to up to 16 weeks (4 months) of paid leave within a 12month period.

- c. Flexibility in Taking Leave

Employees may take Family Leave all at once or in multiple segments, including reduced schedules or intermittent leave, as needed. Employees must take at least two (2) weeks of continuous leave if using Family Leave, unless an alternative arrangement is approved by the Executive Directors. Employees must provide notice as soon as practicable before taking leave and coordinate scheduling with management to minimize disruption while ensuring equitable access to leave.

- d. Job Protection and Benefits

Employees on Family Leave will retain health benefits at the same level as if they were working. Family Leave shall not affect an employee's performance evaluation, disciplinary status, or any other employment conditions. LNS will make reasonable efforts to accommodate flexible return-to-work arrangements, including part-time schedules, gradual re-entry, or remote work, where feasible.

- e. Financial Sustainability Clause

If LNS experiences significant financial hardship (i.e. drops below 6 months reserves of operating expenses or projected operating expenses) that would make full implementation of this policy unsustainable, the organization and the Union shall engage in good-faith negotiations to modify the family leave structure.

## **Section 18.4. Work Hours and Availability**

- a. Standard Workweek

Full-time employees are expected to work 35 hours within a work week, ensuring that they meet their job responsibilities and organizational commitments. Employees may flex their time if they work on a Saturday or Sunday and may adjust their hours to fit within 35 hours over a seven day

period. Part-time employees are expected to work a minimum of 20 hours within a work week.

b. Core Availability

Full-time employees must be available for LNS-related meetings and work activities Monday through Friday, 1:00 PM – 5:00 PM ET, unless otherwise approved in advance.

c. Accountability and Communication

Employees are responsible for managing their schedules to fulfill their required hours and are expected to maintain responsiveness and availability for critical meetings during Core Availability hours. Consistent failure to adhere to availability and communication expectations may be addressed through non-disciplinary feedback or the Progressive Discipline and Investigation Procedure Article 7, as appropriate.

## **ARTICLE 19. HEALTH INSURANCE**

### **Section 19.1. Eligibility**

The Employer shall provide healthcare coverage, including dental and vision, for all employees and their spouse/partner and/or dependent children. Health insurance coverage shall begin on the first of the month following the employee's hire date.

### **Section 19.2. Health Insurance**

The Employer will contribute on behalf of all eligible employees who elect to participate in the UFW/CWA insurance fund under the plan ("PPO Plan 9/RxD"). If an employee and/or their spouse/partner and/or dependent children elect to participate, the Employer will pay 100% of the plan premium for the employee and their spouse/partner and/or dependent children. The Employer shall maintain this plan or substantially equivalent plans to the benefits and levels of coverage throughout this agreement.

### **Section 19.3. Opt-Out Reimbursement**

Employees are encouraged to sign up for a health insurance plan offered by the Employer. However, an employee may choose to opt out of the Employer provided health insurance plan as long as the employee is able to provide proof of other eligible coverage, including the cost of insurance. Employees who opt out of the Employer provided health insurance plan will be eligible for a monthly reimbursement added directly to their paycheck. The employee must provide a copy of their monthly premium payment in order to be eligible for the opt-out reimbursement payment. A signed memo by the employee to maintain health insurance coverage will be kept in the organization's file. Reimbursement for this option must be approved in advance by LNS Executive Director(s) and Operations Director.

The opt-out reimbursement payment amount will be equivalent to the maximum premium payment of the Employer provided health insurance plan or the cost of the employee's health insurance plan, whichever is less. Employees may choose to opt out at their time of hire, after a qualifying event, and during the Employer's open enrollment period. The opt-out reimbursement payment will cease if the employee elects group coverage after initially opting out.



#### **Section 19.4. Dental & Vision**

The Employer shall provide dental and vision insurance for all employees and their spouse/partner and/or dependent children, regardless of their participation in the Employer-provided health insurance plan.

The Employer shall maintain its current dental and vision insurance plans or substantially equivalent plans to those benefits and levels of coverage in effect at the time of the signing of this Agreement. The Employer shall continue to pay 100% of dental and vision insurance premium costs for individual employees and their family members (spouse and/or dependents) if they receive their health insurance through LNS.

#### **Section 19.5. Reproductive & Healthcare Rights**

All health plans offered to bargaining unit members shall cover comprehensive sexual and reproductive health care services, including contraceptives, abortion services (procedural and pharmaceutical) and gender-affirming care. All plans shall include coverage of telehealth services, including treatment by out-of-state providers within the insurance plan network.

If any law prohibits core coverage for any of the required services listed above under a health care plan offered to bargaining unit members, the employer shall provide an insurance rider to cover the services at no additional cost to bargaining unit members subject to availability and within the organization's budgetary limits.

If the employer is prohibited by law from providing a rider or there are no providers offering the above services within the plan network, the employer shall make reasonable efforts to support access to such services, including travel-related expenses, by establishing a fund capped at \$10,000 per year, administered by a thirdparty provider to ensure confidentiality. Fund administration shall not disclose identifying information to the Employer.

#### **Privacy of Health Information**

If proof of illness or medical treatment is required under the circumstances and in accordance with negotiated policies, the required documentation shall not include a diagnosis or type of treatment. Documentation shall only include the patient's name, provider's name, provider ID number, phone number, date of service and any dates for which the provider recommends time off from work. Supervisors and other employer representatives may not ask the employee for a reason for the use of sick time or whether it was to care for the employee or an eligible Dependent.

In addition to any requirements that may apply under HIPAA, employee health information received by the employer is strictly confidential and must be maintained in a confidential medical file that is maintained separately from the employee's personnel file. Such information shall not be disclosed or used for any purpose other than as necessary for the administration of benefits such as health care, sick time, FMLA.

Employee health information shall remain strictly confidential and maintained in a medical file separate from personnel records. The Employer shall not inquire into the reason for medical leave or treatment beyond the information required for benefit administration. No surveillance or monitoring of employee medical communications shall be permitted.

If the Employer is served with a subpoena or any other legal process seeking access to employee health information, the Employer shall immediately notify the employee in writing.

#### Labor Management Committee Implementation

The Employer and Union agree to revisit the implementation of this Section 19.5 annually through the Labor Management Committee to assess feasibility, legal compliance, and budget impacts. Adjustments may be proposed to ensure access and equity while maintaining organizational sustainability.

## **ARTICLE 20. WAGES & SALARY**

At the time of initial offer, employees in the unit will be placed on the following step scale.

LNS will review the resume, experience and qualifications of each new employee and determine their placement on the step structure. The following factors will be taken into consideration when placing employees on the step scale:

- professional degrees and certification
- relevant life experience such as working full time at a minimum wage job while not a dependent; working at a union workplace or one that employee helped unionize; living below the poverty-level for one's area (not including while a tuition-paid student); living in the United States as an undocumented adult.
- Work experience not directly related to the job such as organizing, policy, and teaching.

- Languages other than English spoken with proficiency
- Location where the candidate is living, especially considering high cost of living cities such as: San Jose-San Francisco-Oakland, New York-Newark, NY-NJ-CT-PA, Los Angeles-Long Beach, Houston-The Woodlands, TX, Washington-Baltimore-Arlington, DC-MD-VA-WV-PA, San Diego-Chula Vista-Carlsbad, CA, Boston-Worcester-Providence, Hartford, Seattle-Tacoma, WA

At least two employees from the bargaining unit will participate on the hiring committee and contribute to placing a new employee on the step scale according to the factors above.

Effective January 1, 2025, full-time employees will be placed on the scale as follows:

- Development Manager - \$92,500 (step 9)
- Strategic Advisor - \$92,500 (step 9)
- Operations Director - \$102,500 (step 13)
- California Organizer - \$95,000 (step 10)
- Strategic Campaigns Director - \$102,500 (step 13)
- Transit Organizer - \$92,500 (step 9)
- Network Organizer - \$92,500 (step 9)
- Communications Director - \$102,500 (step 13)
- Young Worker Organizer - \$80,000 (step 4)

Employees will move to the new step scale on January 1 and will move up a step on July 1. Employees may be awarded merit raises in addition to these guaranteed step increases.

|          | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> |
|----------|-------------|-------------|-------------|-------------|
| <b>1</b> | \$72,500    | \$75,000    | \$77,500    | \$80,000    |
| <b>2</b> | \$75,000    | \$77,500    | \$80,000    | \$82,500    |
| <b>3</b> | \$77,500    | \$80,000    | \$82,500    | \$85,000    |
| <b>4</b> | \$80,000    | \$82,500    | \$85,000    | \$87,500    |
| <b>5</b> | \$82,500    | \$85,000    | \$87,500    | \$90,000    |
| <b>6</b> | \$85,000    | \$87,500    | \$90,000    | \$92,500    |
| <b>7</b> | \$87,500    | \$90,000    | \$92,500    | \$95,000    |

|           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|
| <b>8</b>  | \$90,000  | \$92,500  | \$95,000  | \$97,500  |
| <b>9</b>  | \$92,500  | \$95,000  | \$97,500  | \$100,000 |
| <b>10</b> | \$95,000  | \$97,500  | \$100,000 | \$102,500 |
| <b>11</b> | \$97,500  | \$100,000 | \$102,500 | \$105,000 |
| <b>12</b> | \$100,000 | \$102,500 | \$105,000 | \$107,500 |
| <b>13</b> | \$102,500 | \$105,000 | \$107,500 | \$110,000 |
| <b>14</b> | \$105,000 | \$107,500 | \$110,000 | \$112,500 |
| <b>15</b> | \$107,500 | \$110,000 | \$112,500 | \$115,000 |
| <b>16</b> | \$110,000 | \$112,500 | \$115,000 | \$117,500 |
| <b>17</b> | \$112,500 | \$115,000 | \$117,500 | \$120,000 |
| <b>18</b> | \$115,000 | \$117,500 | \$120,000 | \$122,500 |
| <b>19</b> | \$117,500 | \$120,000 | \$122,500 | \$125,000 |
| <b>20</b> | \$120,000 | \$122,500 | \$125,000 | \$127,500 |

Part-time Employees, upon determination of expected hours per week, will receive a salary commensurate with the hourly rate of their position's full-time qualifying year and step.

- E.g., a part-time employee working 20 hours per week whose full-time equivalent would enter employment in 2025 at step 12, would be paid \$57,600 per year.
- E.g., a part-time employee working 30 hours per week whose full-time equivalent would enter employment in 2025 at step 6, would be paid \$73,440 per year.

Part-time employees will advance on the step scale as described above (new scale on January 1, new step on July 1) but will stay at the same percentage rate as reflects their hourly rate.

Part-time employees may be awarded merit raises in addition to these guaranteed step increases.



## **ARTICLE**

### **21. RETIREMENT**

As soon as practical after ratification of this agreement but within six (6) months, the Organization will provide access to a retirement savings account under the following terms:

LNS will match employee contributions up to 3% of an employee's base salary to the 401(k) plan. The Employer will begin making contributions immediately upon employee enrollment. Employees will be 100% vested in the employer contribution. Should a greater percentage or match be provided for any non-bargaining unit Employees during the term of this agreement, Guild-represented Employees shall receive that increase.

## **ARTICLE**

### **22. EQUIPMENT STIPEND**

LNS will reimburse employees annually up to \$1,000 for costs related to equipment, such as a computer, an external monitor, or an upgraded router. Employees may also use this reimbursement for technology, software, furniture, fixtures, or other items needed to improve the employee's working environment.

Employees will be reimbursed for approved work related expenses submitted to the Operations Director within 30 days of the occurrence of the expense.

## **ARTICLE**

### **23. DURATION & SEVERABILITY**

#### **Section 23.1. Duration**

This agreement will take effect as of May 1, 2025 and will remain in effect until 11:59 pm ET on April 30, 2028 and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect May 1, 2028.

#### **Section 23.2. Severability**

Should any provision of this Agreement, or the application of any such provision, be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The Union and the Employer shall promptly meet to negotiate a mutually acceptable alternative to the affected provision.

### **24. VALUES-BASED WORKPLACE PRACTICES**

#### **Section 24.1. Racial Justice**

At Labor Network for Sustainability, racial equity and inclusion must be at the core of what we strive to be, as must equity and inclusion for all individuals across identities and differences (ethnicity, gender, disability, sexual orientation, gender identity, national origin, religious beliefs, tribe, caste, age, class, thinking and communication styles, etc.). These values are essential to successful execution of our mission to create an open, honest, and accountable government that serves the public interest; promotes equal rights, opportunity, and representation for all; and empowers all people to participate fully in the political process.

Labor Network for Sustainability acknowledges painful truths about our nation's history and present reality, including the centrality of white-supremacist violence, slavery, genocide, dispossession of indigenous people's lands and resources, and



## **ARTICLE**

colonialism to the United States' first century of existence, and the perpetuation of structural racism through Jim Crow laws, military and police violence, eugenics, restrictive voting laws, and other discriminatory laws and political structures. Institutional and individual racism continues to impact and oppress Black/African Americans and Indian/Native Americans in particular, as well as Latinx/Hispanic Americans, Asian, Native Hawaiians, Middle Easterners/North Africans, and others today.

Racism, classism, sexism, homophobia, ableism, ageism, misogynoir, religious bigotry, and oppression of anyone not sharing the identities of our nation's "founding fathers" permeate our centuries-old political, legal and social institutions and intersect in ways that compound inequities for those with multiple marginalized identities.

Labor Network for Sustainability's mission is not only one of fixing broken systems, but also, and more importantly, changing inequitable systems that are working as designed to prevent a democracy that works for everyone. We are not "restoring" or "rebuilding" a democracy but, rather, striving to create a truly representative and inclusive society for the first time.

We know that in order to succeed in our mission to co-create an equitable society that serves all people—real democracy—we must include the varied perspectives of our diverse society within our organization. We understand that diversity alone is insufficient; without equitable inclusion of diverse perspectives within Labor Network for Sustainability's Executive Board, management team and every

department of our organization, we will fail to effectively combat inequity in the world.

We are working to apply equity and antiracism lenses to all our relationship building, organizing, policy, communications, legal and other programmatic work and exploring new campaigns to combat racism and other inequities. We acknowledge that we urgently have more work to do in order to build an equitable organization and are committed to that work. We also acknowledge that equity is not a destination but a journey that we will continue to follow as it is central to our mission.

Labor Network for Sustainability shall continue to utilize systems, policies and practices to move the organization to becoming an anti-racist organization. As part of ongoing Labor Management Committee meetings, the Employer and Union will work collectively to advance these goals.

## **Section 24.2. Non-discrimination and LGBTQIA+ Justice**

Employer shall maintain a workplace free from all forms of discrimination or harassment based on a protected characteristic, actual or perceived, of an employee or applicant, regardless of whether the discrimination or harassment is committed by a manager, supervisor, colleague, or non-employee. Protected characteristics shall include: race; creed; color; religion; sex; sexual orientation; gender identity and gender expression; national origin; age; disability; medical history; physical appearance; weight or body size; immigration status; family status or responsibilities; credit information; genetic information; status as victim of domestic violence or stalking; political affiliation; seeking to access, receiving, or contemplating abortion, reproductive healthcare, or gender affirming care.

Harassment consists of unwelcome verbal, written, or physical conduct based on another person's actual or perceived protected characteristic. Harassment shall include, but not be limited to, use of epithets or slurs, negative stereotyping, offensive jokes, deliberate failure to use another person's preferred name or pronouns, disclosure of another person's sexual orientation, transgender status, or former name without their consent, unwelcome sexual advances, or requests for sexual favors.

The Union reserves the right to employ the grievance procedure for instances of harassment by the employer or fellow employees. Grievances of such nature can be taken up to third-party neutral arbitration, the Division of Civil Rights, and the Equal Employment Opportunity Commission. Employees shall not be subject to retaliation for filing a harassment grievance.

Employer and Union are committed to non-discriminatory hiring practices that will promote diversity and equity in the workplace and provide opportunities for internal advancement for bargaining unit members.

Employer will hire without regard to race, creed, color, religion, sex, sexual orientation, gender identity and expression, transgender status, national origin, age, disability, medical history, physical appearance, weight or body size, immigration status, family status or responsibilities, credit information, status as victim of domestic violence or stalking, political affiliation, any other trait not here listed that is protected under federal, state, or local law, and/or any intersection of these identities.

Employer will seek a diverse applicant pool by actively recruiting women, people of color, LGBTQIA+ individuals, people with disabilities, and members of other historically marginalized groups.

The employer and the union are committed to gender inclusivity. As part of this commitment, the parties have used "they," "their", and "them" as singular, genderneutral pronouns throughout this agreement.

Any Employer dress code, uniform, or grooming policy shall be equally applicable to all employees. Employer shall not adopt or enforce any dress code or grooming policy that perpetuates gender stereotypes or has a disproportionate impact on any class of employees defined by race, religion, national origin, sex, sexual orientation, gender identity, transgender status, or disability. Employer shall not adopt or enforce any dress code or grooming policy that infringes upon employees' right to wear union insignia or otherwise express union support.

Employer shall use employees' chosen names on all documents that can be viewed by other employees and the general public, including, but not limited to, ID badges, email addresses, email signatures, and organizational charts. Employees shall have the right to include their preferred pronouns in public facing documents. Where an employee's legal name is different from their actual or chosen name, Employer will only use the employee's legal name in documents where necessary and ensure the name is kept confidential.

Upon request by an employee, Employer will update all employer records to reflect an employee's self-determined name and gender to the extent permitted by law. Upon request by an employee, Employer shall update any photographs of the employee, including, but not limited to, ID badges and employee directories.

Employer shall not require any employee to prove their gender identity or transgender status unless required by law. In cases where documentation is required, Employer shall not request any documentation from transgender employees that would not be requested from cisgender employees in similar circumstances.

Any employee who intends to begin gender transition, is currently in the process of gender transition, or has already completed gender transition, regardless of whether the employee has received any therapy or medical care, may request a Transition Support Plan. Upon the employee's request, and with the full participation of the employee in any negotiations, the employer and the union will mutually agree upon a Transition Support Plan that shall include:

- a. Whether and how coworkers shall be notified of the employee's transgender status, preferred name, and pronouns. Under no circumstances will the employee's transgender status be disclosed without the employee's consent.
- b. Whether to provide training to managers, supervisors, and coworkers, and the content of such training.
- c. Any necessary accommodations to ensure the employee has adequate access to bathrooms and other facilities that affirm the employee's gender identity.
- d. The process for updating the employee's name, pronouns, and photograph in all employer documents to the extent permitted by law.
- e. How to encourage non-employees to use the employee's preferred name and pronouns if such encouragement is desired by the employee.
- f. Access to gender-affirming healthcare through employer-provided insurance or reimbursement (as outlined in article 19 healthcare).

### **Section 24.3. Socially Responsible Investing**

The Employer shall ensure that no retirement benefits or investments are invested in entities involved in private prisons or detention centers; fossil fuel extraction, processing, or transport; weapons manufacturing; or Zionist entities or companies complicit in human rights violations, including those profiting from the occupation of Palestine.

In addition, the Employer shall not accept donations, grants, or contracts from corporations or foundations whose business activities involve the above sectors and investment firms or venture capitalists that profit from extractive, carceral, or militarized industries. The Employer shall maintain transparency regarding its funding sources and investments. **Section 24.4. Immigrant Justice**

The Employer affirms its commitment to protecting the rights, safety, and dignity of all employees, regardless of immigration status.

a. Non-Cooperation with Immigration Enforcement

The Employer shall not cooperate with Immigration and Customs Enforcement (ICE) or other immigration enforcement agencies in any form. ICE or any related agency shall only be permitted access to the workplace upon presentation of a judicially authorized warrant signed by a judge, not merely an administrative request or subpoena.

The Employer shall not voluntarily share any employee's immigration status, work authorization, personal information, or location with any federal, state, or local immigration enforcement entity.

b. Work Authorization Protections

The Employer shall not impose additional requirements for work authorization beyond those required by federal law.

The Employer shall not participate in E-Verify or any similar federal worker registry system, unless explicitly required by federal law and after Union consultation.

c. Sanctuary Workplace Commitment

The Employer commits to maintaining a Sanctuary Workplace. This includes but is not limited to:

- i. Refusing to collaborate with or host immigration enforcement activities.
- ii. Ensuring privacy and confidentiality of employee records.
- iii. Prohibiting any discrimination based on actual or perceived immigration status.

The Employer shall not maintain contracts, partnerships, or business ties with companies that profit from ICE detention, deportation infrastructure, or surveillance of immigrant communities.

d. Support for Affected Employees

Employees with DACA or Temporary Protected Status (TPS) who are forced to leave employment due to loss of status shall have the right to reinstatement with full seniority and benefits if they return within five (5) years.

Employees may request a confidential meeting with HR or management to discuss immigration-related concerns or accommodations.

e. Education and Training

Upon employee request, the Employer shall provide immigration-related trainings and resources to staff. Topics may include Know Your Rights, workplace protections, and legal support access.

The Employer shall support staff involved in organizing or advocating for Sanctuary jurisdictions at the local, state, or federal level, and shall not retaliate for such activity.

f. Labor Management Committee Implementation

The Labor Management Committee shall develop and update a Sanctuary Workplace Implementation Policy outlining specific protections and procedures, with the goal of finalizing this policy by the end of FY2026.

## **Section 24.5. Sustainable Work Environment**

The Employer is committed to supporting a safe, healthy, and ecologically responsible workplace, including in remote work environments. As an organization aligned with environmental justice and climate action, the Employer recognizes its role in modeling sustainability in operations, procurement, and travel.

a. General Commitment

The Employer will encourage practices and tools that contribute to a healthy and sustainable ecological environment, including responsible resource use and green alternatives where feasible.

b. Sustainable Procurement

The Employer will strive, when possible, to purchase environmentally responsible products and services, including:

- Recycled, reusable, or compostable materials for office and event use;
- Software and vendors with demonstrated environmental sustainability practices;
- Local, cooperative, or mission-aligned businesses when feasible and within budget.

c. Remote Work Sustainability

The Employer will support employees in building sustainable remote work practices by sharing optional resources for energy-efficient home office setups, recycling e-waste, and minimizing digital waste.

d. Sustainable Travel

The Employer will encourage climate-conscious travel choices such as public transit, direct flights, and eco-certified lodging when reasonable. Staff are encouraged to attend virtually when travel is not essential.

e. Labor Management Committee Role

The Employer and Union agree to task the Labor Management Committee (LMC) with developing a Green Workplace Plan by the end of FY2026. This plan may include:

- i. Voluntary sustainability guidance for remote workers;
- ii. Recommendations for travel and procurement policies;
- iii. Digital sustainability practices; iv. Exploration of future incentives or supports, within budgetary constraints.

The LMC will determine appropriate scope, implementation timelines, and review processes.

This agreement was approved by the union members and management on the dates below.

Signed for and on behalf of the **Labor Network for Sustainability, a project of Voices for a Sustainable Future:**

Name Liz Ratzloff  
Title Co-Executive Director

Signature  DocuSigned by:  
Liz Ratzloff  
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Date 6/4/2025

Name Joshua Dedmond  
Title Co-Executive Director

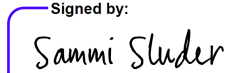
Signature  DocuSigned by:  
Joshua Dedmond  
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Date 6/12/2025

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Signed for and on behalf of **The Washington-Baltimore News Guild, CWA Local 32035:**

Name Sammi Sluder  
Title Staff Representative

Signature  Signed by:  
Sammi Sluder  
12507B06627847A...

Date 7/7/2025



Name Bakari Heights


Title Transit Equity Organizer

Signature 

Date 6/18/2025

Name Margaret Chambers

Title Operations Director

Signature   
Signed by:  
4C1539A8BD054B4...

Date 7/7/2025

Name Martina Manicastro

Title Young Worker Organizer

Signature   
Signed by:  
18CC2FC444384F5...

Date 7/8/2025