

Collective Bargaining Agreement
Between
Newspaper Guild of Detroit
And
We The People Action Fund

June 5, 2023- June 5, 2025

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PREAMBLE

This Agreement is entered into by and between We The People Action Fund hereinafter referred to as “WTP” or “Employer” and the Newspaper Guild of Detroit – CWA Local 34022 hereinafter referred to as “Guild” or “Union.”

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Guild as the exclusive collective bargaining representative for all regular full and part-time staff excluding all supervisors, managers, and confidential employees as defined by the National Labor Relations Act.

2. Current covered classifications include: Organizers, Coordinators, Associates, Analysts, and Strategists. Covered positions do not include temporary employees, fellows, and interns.

3. WTP agrees to notify the Guild upon creation of any new bargaining unit classifications and agrees to bargain a salary or wage and any conditions unique to the classification.

4. Bargaining unit work includes work previously or presently performed by bargaining unit employees, work similar in function to such past or present bargaining unit work, and any new work assigned to be performed by bargaining unit employees. However, the employer may subcontract certain projects in the same manner as historically done, provided such subcontracting will not displace any bargaining unit employees.

ARTICLE 2 DUES CHECK OFF

1. Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the weekly earnings of such employee and pay to the Guild not later than the 10th day of each following month an amount equal to the applicable Guild initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The Employer shall accept digital

signatures on authorizations.

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

ASSIGNMENT And AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To _____:

I hereby assign to the Newspaper Guild of Detroit-CWA 34022, and authorize We The People Action Fund to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to the applicable 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 Newspaper Guild of Detroit- CWA 34022 not later than the 10th day of each following 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 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 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 supersedes all previous assignments and authorizations heretofore given by me in relation to Guild dues and assessments.

Employee's signature

Date

3. In the event that Michigan law (e.g., Act No. 176 Public Acts of 1939, Act No. 348 Public Acts of 2012) is amended and/or repealed in such manner to permit union security language such as the following to be included in collective bargaining agreements, the following language will, upon the effective date of such change, become operative or, if the following language is not permitted, such language as is permitted by law will be incorporated into the Agreement:

Not less than thirty (30) calendar days following the effective date of this Agreement or not less than thirty (30) calendar days following the beginning of employment, whichever is later, all employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Guild to the extent of remitting to the Guild, membership dues

uniformly required as a condition of acquiring or retaining membership in the Guild, whenever employed under and for the duration of this Agreement.

4. The Guild agrees to indemnify and hold harmless the Employer from any and all liabilities, including damages, judgments, court costs, and reasonable attorneys' fees that may arise out of or result from this Article or any action taken pursuant to its terms.

ARTICLE 3

BOARD AND STAFF COMMITMENT & VALUES

All parties to this agreement agree to maintain an atmosphere of mutual responsibility, dignity and respect to ensure that these objectives are achieved.

WTP promotes accountability, it means that we offer feedback with support and grace, we make space to communicate, and acknowledge harm and work to repair it.

WTP promotes transparency so that everyone can meaningfully participate. We promote a culture of participatory democracy and encourage the expression of ideas and opinions that relate to carrying out the mission and vision of We the People MI.

WTP has a radical commitment to learning. We create spaces for co-learning and co-teaching and we push ourselves to be open and willing to learn new things. We create spaces for reflection, evaluation, and growth, and take feedback seriously.

ARTICLE 4

INFORMATION TO THE GUILD

Section 1 Annual Information

WTP will furnish the Guild annually the following information in connection with employees represented by the Guild:

- a. Name
- b. start date
- c. classification (for example, full-time, part-time, fellow)
- d. rate of pay, whether hourly or salary
- e. work location
- f. date of birth
- i. home address

Section 2 Monthly Information

WTP shall notify the Guild monthly in writing or electronically of:

- a. New bargaining unit employees - including all the information required in Section 1.

- b. Changes in job title for bargaining unit employees, salary changes by reason thereof, and effective date, and changes of supervisor for unit employees.
- c. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.
- d. Names of interns placed at WTPMI, for more than six months, along with department, and educational or training purposes.

ARTICLE 5

LABOR MANAGEMENT COMMITTEE

The purpose of the Labor Management Committee (LMC) is to promote communication, problem solving, diversity and increased effectiveness of the WTP staff as a whole and to develop a more effective, democratic organization. The committee recognizes that dismantling racial capitalism necessitates resistance and organizational work against other forms of oppression, including, ableism, cis-heteropatriarchy and economic injustice.

The LMC cannot change the language or the application of the collective bargaining agreement. The LMC is rather empowered to deal with subjects outside of the collective bargaining agreement.

The LMC is a space for the organization's staff and management to discuss, debate and propose solutions around staff concerns and challenges beyond those addressed explicitly by the collective bargaining agreement, including but not limited to: equity issues, conflict resolution, work-life balance, organizational culture and care, racial justice and solidarity Building.

Since budgetary realities affect staff and the work of WTP, LMC members shall have access to quarterly financial reports.

The Union and management shall designate up to three (3) representatives each for membership on the LMC. Committee members will serve 2 year terms. Committee members may serve multiple terms. If a committee member wishes to step down mid-term or leaves the organization, they will be replaced by the selecting party.

The LMC will meet within sixty (60) days of the execution of this Agreement. Meetings shall be convened at least quarterly thereafter at mutually agreed upon dates and times, and, at its discretion, more frequently. Decisions and recommendations of the LMC shall be by consensus. The position of Chair of the LMC shall alternate, meeting by meeting, between a Union bargaining unit leader and an WTP management representative. The Chair is responsible for assuring the meetings are scheduled, confirmed and do take place. In addition, the Chair is responsible for co-creating an agenda with a member of the opposite party; the agenda should

include any mutually agreed upon standing agenda items and be delivered to all committee members at least one day prior to the meeting.

The Labor Management Committee may create ad hoc working groups that are comprised of an equal number of members from the Guild and management to address particular issues within the organization as determined by mutual agreement of members of the LMC. Ad hoc working groups shall be co-led by management and the Guild with equal authority and responsibility for carrying out the assigned mission of the ad hoc working groups. Working groups shall provide

their recommendations and findings to the full LMC for review and final recommendation. The LMC will release its final recommendations to the full staff. The LMC may request time to discuss issues arising out of ad hoc working group meetings at any scheduled staff meeting, including but not limited to monthly all staff calls and staff retreats.

The organization, with support from the Committee, shall incorporate one half-day per year to engage all staff in racial justice conversations and solidarity building. These will include free form discussion or work on current issues such as anti-Blackness, violence facing our immigrant communities, behaviors that reproduce white supremacy and misogyny, activities to build solidarity, and productive ways to confront persistent issues.

ARTICLE 6 NON-DISCRIMINATION

WTP is an equal opportunity employer. WTP is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally. WTP will not adversely discriminate against an applicant or employee in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise on the basis of race, color, creed, religious affiliation or non-affiliation, sex, sexual orientation, gender identity or expression, HIV status, domestic violence survivor status, military or veteran status, income level, membership or participation in the activities of the Union or any labor organization, or any other discrimination prohibited by law. Complaints of discrimination shall be submitted to WTP in accordance with its Harassment and Complaint Procedure and Policy. The Labor-Management Committee formed under Article 5 can review and recommend modifications to policies on these subjects to be provided to management and the Board of Directors.

ARTICLE 7 JUST CAUSE AND PROGRESSIVE DISCIPLINE

WTP's disciplinary and corrective action process is progressive and is designed to protect and promote the fair treatment of all employees. The Employer has the right to discipline and/or discharge employees only for just cause. Discipline may be required for substandard job performance, safety violations, excessive absenteeism, apparent inability to work under employer direction, or other problems that may arise.

WTP is responsible for identifying alleged problems with employee behavior or performance and assisting in their resolution.

The Guild may grieve warnings or other disciplinary action they believe to be unfair through the Grievance Procedure.

An Employee has the right to review their personnel file upon their request. The Employer may only terminate an Employee after the accumulation of two (2) written warnings in one twelve-month period, except in the case of serious misconduct, as described in Article 18.

There are two levels of corrective action, any one of which may be employed at any time, depending upon (i) the particular circumstances and (ii) the severity of the problem:

1. Verbal Warning

WTP may select to counsel an employee following a minor offense in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If WTP selects this non-disciplinary option, it shall help the employee develop a solution and/or improve performance to the appropriate level. Supervisors are to inform the employee that the meeting is for purpose of providing a verbal warning, and follow up with an email that states the conversation was a verbal warning. The goal of this option is to engage WTP and the employee in jointly correcting any performance or conduct concerns one on one, rather than punish the employee. The employee may have a union representative present at the meeting/discussion.

2. Written Warning

Prior to a supervisor issuing a written warning, a meeting shall be held to assure that relevant information has been considered. The meeting shall include the affected employee(s), supervisor, Executive Director and union steward or representative.

After such a meeting, if WTP concludes that a written warning is justified, WTP will meet with the employee and present them with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. WTP may set a time frame and a check-in program, during which improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement ("Improvement Plan"). A record of the written warning and any Improvement Plan shall be kept in the employee's personnel file.

ARTICLE 8 DISMISSAL FOR CAUSE

No employee shall be discharged except for just cause. The Employer will normally follow progressive discipline prior to discharging an employee, except that the Employer may immediately terminate an employee for engaging in serious misconduct after a full investigation. Serious misconduct includes but is not limited to: insubordination; theft of personal or organizational property; performing work for an outside organization during regular work hours; abusive language or behavior toward a supervisor, colleague, board member or member of the

public; under the influence of illegal substances while working; and creating an unsafe workplace. Employees may be suspended pending investigation of allegations of serious misconduct.

ARTICLE 9 GRIEVANCE AND ARBITRATION

The Guild has the right to file a grievance in accordance with the following procedures outlined below regarding disputes with WTP relating to interpretation or application of the contract or unilateral changes by WTP to well-established past practices regarding terms and conditions of employment that are clear and unequivocal, longstanding, and mutual.

Earnest efforts will be made to settle issues with informal discussions prior to reducing them to writing. The parties shall meet and seek possible resolution of the issue.

Step One:

If the informal discussions do not resolve the grievance, the Guild shall submit a written complaint (the "Grievance") to the appropriate supervisor and the Executive Director within ten (10) business days after the Aggrieved Party knew, or reasonably should have known, of the act or condition giving rise to the Grievance. The Grievance shall set forth the nature of the conduct complained of, the date(s) when it occurred, the contract provisions that were allegedly violated, and the relief or remedy sought.

WTP shall meet with The Guild, in an attempt to agree on a settlement to the Grievance within five (5) business days of receiving the Grievance. WTP will respond to the Grievance in writing within ten (10) business days of such meeting. If WTP is unable to respond within this deadline, or if The Guild and WTP cannot reach a resolution within five (5) business days of The Guild's receipt of WTP's written Response, the parties will proceed to the next Step of these Grievance Procedures.

Step Two: Optional Mediation

If both parties agree, they may choose to utilize mediation to attempt to resolve the issue. Upon agreement to enter mediation, the parties agree to use a free Federal Mediation and Conciliation Services (FMCS) mediator for such mediation.

Alternatively, upon the rejection of the grievance by WTP, The Guild and the affected employee(s) may choose to submit a rebuttal letter concerning the issue grieved to WTP Human Resources who shall place the rebuttal in the employee's personnel file if the rebuttal is in response to a discipline. If the rebuttal concerns a non-disciplinary grievance, HR Human Resources shall place the rebuttal in a file for such documents. Upon request employees shall be allowed to view their own personnel file and the separate rebuttal file.

Step Three: Arbitration

If the Grievance is not settled in Step One (or Step Two if the parties pursue mediation), The Guild shall notify the Executive Director in writing within ten business (10) days of the Executive Director Response Deadline (or within ten (10) business days of the last mediation meeting) of its intent to proceed to arbitration.

If the parties cannot agree upon an impartial arbitrator within ten (10) business days of The Guild's notice of intent to arbitrate, the parties shall request that the Federal Mediation and Conciliation Service submit a list of seven (7) possible arbitrators. The parties shall alternate striking names, with The Guild striking the first name, and after each party has struck three (3) names each, the remaining person on the list shall be appointed as the arbitrator (the "Arbitrator").

The arbitrator shall be bound and governed by the provisions of this Agreement and shall have no power to add or subtract from, ignore or modify any of the provisions of this Agreement. WTP and The Guild agree to equally split the expense of an arbitration. The written decision of the Arbitrator shall be final and binding upon both parties.

The time limits established in this Article may be extended by mutual written agreement between the Employer and the Union. If a grievance is not presented within the specified time limits, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered resolved on the basis of the last answer provided and there shall be no further appeal or review. In the event the Employer does not respond within the specified time limits, the grievance may advance, at the Union's request, to the next step.

ARTICLE 10 PROBATIONARY PERIOD

Each new employee will be required to complete a probationary period, during which time the Employer shall have the unqualified right to dismiss any such employee. Such dismissal shall not be subject to the grievance and arbitration procedure of the Agreement. The length of the probationary period shall be three (3) calendar months. The parties may mutually agree upon the extension of the probationary period of up to three (3) additional months.

Prior to the end the probationary period or any mutually agreed upon extension the supervisor will provide feedback on performance to date, and any areas of concern that could lead to termination or a changed job description. In all non-disciplinary matters the probationary employee is entitled to Union representation including the grievance procedure.

ARTICLE 11 SENIORITY

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

from WTP and while employed by WTP in a non-unit position. Former employees who return to employment in a unit position will be deemed new hires for purposes of seniority date and probationary period.

Employees who are laid off will retain their original seniority date for up to eighteen (18) months, and employees who take an approved unpaid leave of absence from WTP will retain their original seniority date for up to six (6) months.

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

ARTICLE 12 HIRING

WTP shall notify all employees, by email or similar method, of any vacancy in an existing or newly created position it intends to fill. WTP may also advertise the position externally at the same time it posts internally.

WTP employees shall have five (5) working days prior to the date of the posting to apply for the vacancy, which shall obligate WTP hiring manager to interview the internal applicant prior to interviewing outside applicants. After five (5) working days, WTP employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants. There will be one hiring process for considering both internal and external applicants for a vacancy, and nothing in this article will be construed as establishing separate hiring processes for internal and external applicants.

Internal candidates will automatically be accepted into the second round of interviews.

Successful applicants shall be chosen based on their qualifications, such as experience, skill, education, training and job-related knowledge. Qualifications for a position shall be determined by WTP.

Where in WTP hiring manager's judgment the qualifications of an internal applicant and an external applicant are substantially equal, WTP shall award the position to the internal applicant.

Where WTP is deciding between two internal applicants whose qualifications, in WTP's judgment, are substantially equal, seniority shall be given primary consideration.

If an employee is not awarded a position, upon request, the employee's supervisor will meet with the employee and, at the employee's option, discuss areas of potential improvement and professional development for the employee. This meeting should be held within five (5) working days of request. Also upon request, the WTP will also provide the employee with written feedback, within five (5) working days of request.

At least one (1) union member will be a member of all hiring committees.

ARTICLE 13 JOB DESCRIPTIONS

WTP will provide each employee, within one (1) week of the employee's start date, a job description of the duties and responsibilities which the employee is expected to perform. A copy of the job description will be maintained in the employee's personnel file. This Article shall not be interpreted as placing any limits on the duties that an employee may be assigned.

The job description will be reviewed at the end of the employee's probationary period and annually, and updated if there are significant changes to responsibilities or role as determined by WTP.

For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through their supervisor prior to WTP's finalization of the revised description.

ARTICLE 14 EVALUATIONS

WTP is committed to providing employees with regular feedback on the quality of their work, their success at meeting and exceeding goals, and areas for improvement. WTP employees who have finished their probation period will receive a formal annual performance evaluation conducted with their supervisor. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The results of the performance evaluation will be included in the employee's personnel file.

An employee has the right to submit a written response to performance evaluation within two (2) weeks of the completion of the process, and that written response shall be included in the

employee's personnel file. The contents of the performance evaluation shall not be subject to the grievance/arbitration process described in Article 7.

Formal performance evaluations shall occur during the last quarter of each calendar year in anticipation of the merit pay process described in Article 15.

Employees will also have an opportunity to complete an annual formal written evaluation of their direct supervisor. To protect the integrity and separation of both evaluation processes, supervisors will receive feedback based upon supervisee evaluations after employees and supervisors have met and discussed the results of the employee's own performance evaluation. Supervisors will receive supervisee feedback as part of the final step of the supervisors' annual performance evaluation process. All feedback from supervisees, to the extent that it is possible, will be collected and reported to the supervisor's supervisor. The supervisor's supervisor will keep the supervisee's-written responses confidential, but will use the contents of the evaluation to inform direct feedback. Supervisors must report back to employees prominent themes of feedback and plan to incorporate feedback into their supervision. When a supervisor only has one supervisee, management will seek additional feedback from other employees or managers to protect the confidentiality of the supervisee.

Evaluations will be used to determine pay beyond the steps described in Article 24: Wages.

ARTICLE 15 SUPERVISION AND WORKLOAD

Regular supervision meetings should be held between supervisors and employees at least once a week, at a mutually agreeable and pre-scheduled time. Supervision meetings should have a written agenda that includes two-way feedback, with adjustments made through mutual agreement between supervisor and employee. Both parties should aim to reschedule within (48) hours after their agreed upon meeting if either party is unable to attend.

In addition, employees can request informal check-ins or coaching sessions with their supervisors at any time. Supervisors must make reasonable effort to make themselves available for requested coaching sessions.

By the end of the employee's first month of employment, and on at least a quarterly basis, the employee and their supervisor shall work together to create and/or revise a mutually agreed-upon work plan for the employee, reflecting the employee's job description, team goals, professional development goals, and including clear benchmarks. In the event of a

disagreement between the employee and supervisor, WTP will exercise its managerial discretion as to the contents of the work plan after seeking feedback from the LMC.

In the case of major changes in goals or benchmarks employees must be informed of the changes and management shall seek and take into account feedback from the impacted employee(s). Feedback will not be unreasonably disregarded.

Employees may discuss their concerns with a Guild representative at any time. If deemed necessary, the Guild representative may choose to approach the Director of Operations & HR to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

When feasible, the employee has the right to request a change of supervisors. When deemed unfeasible, the employer will meet with the employee to discuss ways to address any supervisory issues and find resolutions.

ARTICLE 16 ACCESS TO PERSONNEL FILES

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

An Employee has the right to review their personnel file upon their request.

ARTICLE 17 PROFESSIONAL AND PERSONAL DEVELOPMENT

1. Employer-required training

WTP shall pay the expenses of any training it deems necessary for employees; performance and requires employees to participate in. Time spent at Employer-required trainings shall be considered regular work time, and shall be subject to the Travel and Expense Reimbursement Policy.

2. Employee-initiated training or education

WTP encourages employees to pursue professional development opportunities such as

courses, seminars, trainings, workshops, conferences or time spent with a coach/mentor that will assist and/or improve their work at WTP and help them make a long-term commitment to working at the organization.

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

WTP will offer a \$500 per employee per year, to cover costs of WTP-approved professional development activities. This benefit does not roll over from one year to the next.

To be eligible for professional development funding, the employee must be a full-time bargaining unit employees beyond their probationary period.

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

ARTICLE 18 OUTSIDE EMPLOYMENT

Employees are permitted outside employment as long as it does not interfere with their job performance at WTPMI and that outside employment is not full time. Furthermore, the other employer may not be that as to create a conflict of interest in employment, including a financial conflict of interest with the employee's employment at WTPMI, as in the case of employment with an organization that sells goods or services to WTPMI.

The Executive Director shall have discretion as to approval of any employee who wishes to engage in employment with outside political campaigns. This request must be submitted prior to committing to additional employment. The Executive Director will use the following guidelines to guide their decision:

- No employee may do paid work for any campaign in Michigan at a level higher than a state legislative seat.
- No employee may do paid work for any issue advocacy campaign that WTPMI has taken a negative or neutral stance on.
- Additional scrutiny will be applied if the potential outside work is connected to a primary election.

Employees granted permission to work a second job are expected to work their assigned Schedules for WTP. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, the employee may

be subject to disciplinary action as outlined in this agreement.

ARTICLE 19

UNION RIGHTS AND RELEASE TIME

1. Union Meetings

Subject to availability and upon reasonable request by the Guild, WTP shall provide space on its premises and use of its communications technology for meetings of bargaining unit employees at mutually agreeable times outside of regular work duties or functions.

2. Conduct of Union business by bargaining unit employee-representatives

Upon advance request by the Guild, unit employees designated as Union representatives shall be granted reasonable time off from their work, without loss of pay, for collective bargaining and grievance handling. Such time off from work shall not unreasonably interfere with performance of job duties. Employees designated as Union representatives are permitted to attend such meetings for collective bargaining and grievance handling at physical locations supervised by We The People MI. These meetings are to be taken in a discreet location and representatives are entitled to privacy, (wording & location). The Guild shall have one designated employee Union representative and one alternate for grievance handling and shall notify WTP in writing of those designations.

Grievance meetings, collective bargaining meetings, and Labor Management Committee meetings are to be expressed in the organization's global calendar to prevent scheduling conflicts for union members. (wording & location)

34. Additional Release Time

The foregoing provisions in Section 2 do not preclude the parties from agreeing to additional release time on a case-by-case basis. The Labor Management Committee may review the adequacy of time provided under Section 2 of this Article at the end of the first year of the contract.

ARTICLE 20

MANAGEMENT RIGHTS

The Guild recognizes the right and authority of WTP to operate and manage its affairs in all respects in accordance with its management rights and all existing and future laws. All rights and authority that WTP has not officially abridged, delegated or modified by this Agreement are retained by WTP, including but not limited to the right to hire, lay off for economic purposes,

promote, discharge or discipline for just cause, schedule and assign work, determine appropriate staffing levels and needs, require observance of reasonable rules and procedures, direct work, and determine the materials, means and types of work performed and services provided. Affairs in all respects in accordance with its management rights and all existing and future laws. All rights and authority that WTP has not officially abridged, delegated or modified by this Agreement are retained by WTP, including but not limited to the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, schedule and assign work, determine appropriate staffing levels and needs, require observance of reasonable rules and procedures, direct work, and determine the materials, means and types of work performed and services provided.

ARTICLE 21 HOURS

The hours of WTP's workweek vary and are flexible to accommodate the nature of our Activities.

A full time workweek is 40 hours per week, or 8 hours per day from Monday through Friday. Depending on work requirements, more than 40 hours per week may occasionally be necessary. Employees are allowed to manage their own hours so long as they are present during important meetings, maintain communication with their supervisors and effectively manage and complete their work. Individual work schedules may vary depending on the needs of each team.

After working more than eight (8) hours in a day, the employee and WTP may, by mutual agreement, modify the remaining workweek schedule to equal the total of forty (40) hours.

Regular, Full-Time. Employees who work 40 hours weekly and maintain continuous employment status.

Regular, Part-Time. Employees who are regularly scheduled to work fewer than 40 hours weekly. Regular part-time employees working at least 30 hours per week are eligible for health benefits.

Comp Time

When required due to the needs of the organization, employees may be required to work more than 40 hours per week. In such circumstances, supervisors may pre-approve exempt employees to accumulate compensation time based on the discretion of the supervisor.

Staff members are required to submit bi-weekly time sheets that reflect hours worked within that pay period, which is approved by their supervisor.

In the event that a staff member works between up to 41- 45 hours in a week, the employee and supervisor may, by mutual agreement, flex modify the remaining pay period schedule to equal a total of eighty (80) hours.

In the event that a staff member has to work more than 45 hours in a given week, the staff member must get pre-approval from the supervisor. The supervisor will request to HR that the additional hours worked, past the range of 40 hours per week, be added to the staff member's comp time log. Comp time must be used within 90 days of its original accumulation.

A staff member and supervisor will review their time sheets quarterly.

ARTICLE 22

PAID TIME OFF

Holidays

WTP observes and allows time off with pay for the following holidays:

- Martin Luther King, Jr. Day – 3rd Monday in January
- President's Day – Third Monday in February
- Cesar Chavez Day – March 31st
- May Day – May 1st
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4th
- Summer Break- Second Week of August
- Labor Day – First Monday in September
- Indigenous Peoples Day - Second Monday in October
- Trans Day of Remembrance - November 20th
- Thanksgiving Day – 4th Thursday in November
- Day after Thanksgiving
- Winter Break- Last two weeks of December.

If a holiday falls on a weekend, WTP will inform you when the holiday will be observed.

Ordinarily, holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed the following Monday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Holiday pay shall be at the employee's regular straight-time rate times their regularly scheduled hours (not to exceed 8 hours). A holiday shall be considered as eight (8) hours worked.

To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the work days immediately preceding and immediately following the day on which

the holiday is observed. An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the organization may require verification of the reason for the absence before approving holiday pay.

Religious Holidays. Staff may take any religious holiday that they observe. An employee seeking time off for a religious holiday must request permission from their supervisor at least two weeks prior to the religious observance. It is the employee's responsibility to change their work schedule to accommodate such time off and ensure that time off does not impose an undue hardship on their coworkers or team. A request for time off to celebrate a religious observance shall not be unreasonably withheld.

Floating Holiday. All employees are also entitled to take three (3) floating holidays each year. This holiday may be used to observe a religious holiday, to celebrate your birthday, or simply to take a day off for personal reasons. You must schedule your floating holiday with your supervisor in advance. If you do not use your floating holiday during the year, you may not carry it over to the next year.

Vacation

WTP recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The organization provides paid vacation time to full-time employees for this purpose and employees are encouraged to take vacation during the year.

Full-time employees will receive 80 hours (or 10 working days) paid annual leave based upon one year's full-time employment with the WTP. Accrual of annual leave will commence upon the date of employment for each employee and will be based, on an annual basis, upon each individual's anniversary date with the WTP. Paid annual leave will be pro-rated for regular part-time employees. Annual leave will increase with the number of years employed by the WTP as follows:

0-1 year: 10 days

2-3 years: 15 days

4+ years: 19 days

In the first year of employment at WTP, vacation days will accrue at a rate of 1 day per month worked for the first 5 months. At the end of the sixth month, the full vacation allowance (based on the above table) for the first year will become available.

Employees may use their annual leave as earned if absence from assignment does not unduly provide an impediment for completion of an assigned task or prevent other staff from completion of their work assignments. The immediate supervisor must approve scheduled

absences and the employee should request such leave as soon as possible, with a minimum of two weeks in advance.

It is the policy of WTP to encourage each employee to utilize allotted annual leave during each individual's employment year. A maximum of five days, or 40 hours, will be allowed to be carried over from one year to the next. All other accrued annual leave will be forfeited on the employee's anniversary date. The interchange or exchange of annual leave and sick leave is not allowed.

Vacation approval will be limited during certain high priority dates each year due to increased need for staff availability during these high demand times in the legislative or electoral calendars. These dates will be communicated to staff in advance.

Sick Time

WTP will provide up to ten (10) working days each employment year to each staff person to be utilized for purposes of addressing physical and mental health needs. Compensation will be based upon the employee's salary rate at the time sick leave is taken. Sick leave may be utilized at the discretion of the employee and is granted for sickness of the individual employee, their spouse/partner, children, or other immediate family members. Sick leave can also be used for health needs, e.g. dental or medical appointments. Each staff person should notify the office each day they will be absent from work due to illness, if at all possible.

Sick leave may be accumulated up to a maximum of 90 days and may be carried over from one employment year to the next. At no time will compensation for any unused sick leave be made to an employee who is leaving employment.

Sick leave will be pro-rated for regular part-time employees. If requested by the Executive Director, the employee will provide documentation from their treating physician explaining their absence.

Emergency Supplemental Sick Days

WTP may grant full-time staff members up to 10 supplemental, paid sick days in the case of a medical emergency in the event that said full-time staff member has exhausted all of their regular sick days for that year. Medical emergencies include serious illness or hospitalization of a staff member or a staff member's close family member. Supplemental sick days must be granted from your supervisor and may be granted provided that you provide written verification from your physician or your family member's physician.

Family and Medical Leave

Due to our small size, our Organization is not required to comply with the federal Family and

Medical Leave Act (FMLA). However, we recognize that in addition to the leave policies, that our employees may occasionally need to take unpaid leave for other reasons, such as to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's call to active duty in the military. Michigan law also requires that crime victims be given unpaid time off to testify in or attend a judicial proceeding. If you anticipate that you might need time off to deal with crime-related, family, or medical issues, please talk to your supervisor and/or the Executive Director. We cannot guarantee that we will grant every request, but we will seriously consider every request on a case-by-case basis.

ARTICLE 23 LEAVES OF ABSENCE

1. Parental Leave

WTP desires to assist new parents in balancing the demands of working and caring for children. WTP will provide up to 12 weeks of paid family leave to any employee for the birth or adoption of a child. Parental Leave must be initiated within six weeks of the birth or adoption of the child, unless otherwise approved by the Executive Director. The use of the 12 weeks shall be at the discretion of the employee and be discussed with their supervisor and the Executive Director. The employee shall have the option to use all or a portion of the 12 weeks on a part-time or intermittent schedule within one year of the child's birth.

Insurance benefits will continue to be active during this leave period. Upon completion of leave, the employee will be allowed to return to the same or a substantially similar position at the same salary as the employee earned prior to the leave. Conversely, an employee who takes parental leave extends a good faith commitment to the organization that they will come back to their position after the parental leave is over.

2. Bereavement Leave

Upon the death of a member of their family or loved one, employees shall receive a five (5) day leave, with pay, for days when otherwise scheduled to work. The employee shall designate when such leave shall start.

3. Military Leave

In accordance with state and federal law, employees who must be absent from work for military service are entitled to take a military leave of absence. All employees are eligible for this unpaid leave.

When an employee's military leave ends, that employee will be reinstated to the position they

would have held if continuously employed, as long as the employee meets the requirements of federal and state law. Employees who are called to military service must tell their supervisors as soon as possible that they will need to take military leave. An employee whose military service has ended must return to work or inform WTP that they want to be reinstated in accordance with these guidelines:

- For a leave of 30 or fewer days, the employee must report back to work on the first regularly scheduled workday after completing military service, allowing for travel time.
- For a leave of 31 to 180 days, the employee must request reinstatement within 14 days after military service ends.
- For a leave of 181 days or more, the employee must request reinstatement within 90 days after military service ends.

4. Jury Duty/Court Appearance

All employees are entitled to take time off, as necessary, to fulfill their jury obligations when called to perform jury service. Employees will be paid for up to five days of jury service; if the employee's service extends beyond this period, the remainder of the leave will be unpaid.

Written proof of call to jury duty and/or jury service is required upon return to work. Employees must inform their supervisor when they receive a jury duty summons. If the employee chose to sit on a jury, they must inform their supervisor how long the trial is expected to last.

No employee will face discipline or retaliation for jury service.

5. Time Off for Voting

Employees may take paid leave for any Tribal, State, Municipal or National election, whether primary or general in their area up to four (4) every calendar year. Employees shall inform their supervisor if they plan to take election day leave. Paid leave will also be allowed for employees who are nationals of other countries to travel to their respective consulates for voting purposes.

6. Sabbatical Leave

Sabbatical gives employees a respite from daily duties and an opportunity to grow professionally. The goal of sabbatical is to engage the employee in study, research, travel, work experience, or other creative activities of their choice. Sabbatical leave is not a right of employment, nor is it a reward for excellent performance or services rendered. Sabbatical leave is a privilege approved based upon an assessment of the contribution that will be made to WTP upon return. After 5 years of full-time paid employment based on an employee's recorded start date (minus any extended periods of leave) and every 5 years thereafter, staff will have the opportunity to take a three-month sabbatical, contingent upon the approval of their supervisor and the Executive Director.

If an employee wishes to make use of this policy, they should make a proposal for an activity

that will refresh and renew them, while bringing something back to the organization. Request for sabbatical must be made at least six months in advance and are subject to budget and other considerations. If the employee leaves the organization within a year of their sabbatical, they are obligated to repay the sabbatical.

7. Unpaid Leaves of Absence

Employees of three (3) years or more of continuous service may, upon timely request and in the employer's discretion, be granted a leave of absence without pay not exceeding six (6) months in duration, provided that the number of employees who may be on leave at the time shall be restricted to a reasonable number, with regard for efficient operations.

ARTICLE 24 WAGES

The starting salary for all employees is \$50,000. Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for that employee's classification and experience.

All members of the bargaining unit will receive a \$1,500 bonus upon ratification of this agreement.

All bargaining unit employees will receive a two (2) percent wage increase beginning in 2024, upon each anniversary of their hire, for the duration of this Agreement.

Employee salaries will be adjusted based on federal COLA at the end of each year, not to exceed five (5) percent. COLA increases will be added to the salary steps after each increase.

There shall be no reduction in salaries during the life of this Agreement.

Nothing in this Agreement shall prevent the employer from granting increases above top steps, bonus payments and other compensation in addition to contractual wages. The Guild will be notified at the time such increases, bonus payments or other compensation is made.

Annual bonuses may be paid at the end of the year based on financial outcomes of the organization.

Should WTP create a new job or job classification in the bargaining unit, or should an existing job be modified to the extent that a dispute arises between the parties as to the appropriate minimum for such modified job, WTP and the Guild will meet to determine the appropriate minimum. If agreement on the appropriate minimum cannot be reached, the Guild may submit

the dispute to final and binding arbitration under Article IX. The new minimum shall be effective upon the date the new or modified job was created.

ARTICLE 25 INSURANCE

Medical, Dental, and Vision Insurance

Full-time employees are eligible to receive full health care benefits, including health insurance, dental insurance, and vision insurance in accordance with the attached plans (attach the summary plan description). For eligible employees, WTP will pay 100% of the cost of health insurance for employees and will pay 75% for eligible family member plans. For eligible employees, WTP will pay 100% of the cost of dental and vision insurance premiums for the employee, partners, and dependents

Long-Term Disability

WTP shall provide employees with Long-Term disability insurance. Employees become eligible after 60 days of employment, see attached Summary Plan Descriptions.

Worker's Compensation

If an employee suffers from an illness or injury that is related to their work, they may be eligible for workers compensation benefits. Workers compensation will pay for medical care and lost wages resulting from job-related illnesses or injuries. If an employee is injured or becomes ill through work, they should inform their supervisor immediately regardless of how minor the injury or illness might be. To find out more about workers compensation coverage, contact the Operations team.

Bargaining unit representatives shall be included in annual discussions with the insurance broker concerning renewal options and any changes to the plan(s) for the following year. Changes to the plan(s) shall be made only with mutual agreement between WTP and The Guild.

Group and Voluntary Life Insurance

WTP will provide life and AD&D (accidental death and dismemberment) insurance coverage at no cost to the employee. Employees may also purchase additional or "voluntary" life and/or AD & D through We The People – MI's life insurance provider at their own cost. Please refer to the Summary Plan Descriptions for an explanation of the plan benefits and limitations (Attachment II)

ARTICLE 26

401(K) PLAN

WTP will provide employees with the option to participate in a 401(k) retirement plan. All employees become eligible for the 401K plan after 60 days of employment. Enrollment or changes to the plan can be done any time thereafter. WTP will match employee contributions up to 5%. WTP agrees to explore alternative 401(k) plans.

ARTICLE 27

HEALTH AND SAFETY

WTP shall provide a safe, violence-free workplace for our employees. The Employer shall be responsible for providing Employees with the resources necessary to do their work, as well as providing for a safe and harassment-free. A safe work environment is one in which all utilities are functioning at their expected levels, including but not limited to heat/air conditioning, power, phones, internet, air quality and sewer. The Employer will not reject reasonable requests to work remotely if the work environment is not safe or harassment-free.

ARTICLE 28

MISCELLANEOUS

Pay Period

WTP's pay period for all employees is biweekly on Friday. If pay day falls on a federal holiday, employees may receive their paycheck on the preceding workday. Paychecks are directly deposited into checking and/or savings accounts.

Paychecks

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Reimbursement

The employer shall pay all legitimate expenses of the employee as outlined in the employee handbook.

Mileage

Use of personal vehicles when used for WTP business will be reimbursed according to the travel and expense reimbursement policy, provided the travel has been approved by the team director. When individuals use their personal vehicle for such travel, including travel to and

from the airport, mileage will be allowed at the currently approved IRS rate per mile. Mileage commuting to and from work is not reimbursable.

One on One's

When meeting with someone other than another staff member, employees will be reimbursed up to five (5) dollars per meeting for food and drink.

Technology Stipend

WTP provides full-time employees with a \$60 per month stipend (\$30 per month for part-time employees) to offset the cost of internet or other technology items.

Childcare Stipend

Additionally, full-time employees with children will receive a \$150 per month per child stipend to help offset the cost of childcare or childcare related expenses.

Set Up Stipend

Upon hire, employees are eligible to receive reimbursements totaling up to \$500 toward the purchase of furniture, hardware, and other items to set up a comfortable workspace within their homes. This reimbursement shall be retroactive to existing employees' hire date.

Lactation Accommodation

When WTP requires employees to work from a WTP office location instead of remotely, WTP will support employees to find a private lactation location where they can express milk or nurse their children, if desired. For employees who are required to take overnight travel, WTP will provide reimbursement for the cost of shipping expressed milk home in dry ice by overnight delivery, per the expense reimbursement guidelines.

ARTICLE 29 DURATION

1. Two (2) year agreement

This contract shall commence on the 5th day of June, 2023 and expire on the 5th day of June, 2025.

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

3. 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 on (insert exact expiration date). 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 (insert expiration date), the new contract shall be made retroactive to (insert expiration date).

SIGNATURES

**We The People’s Worker Union
Newspaper Guild of Detroit- CWA 34022**

We The People Action Fund

Signature

Signature

Title

Title

Signature

Signature

Title

Title

Date: _____