

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**RISING VOICES**

**and**

**NEWSPAPER GUILD OF DETROIT, CWA 34022**

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## **PREAMBLE**

This Collective Bargaining Agreement (“Agreement” or “CBA”) is entered into by and between Rising Voices (“Rising Voices” or “Employer”), a Project of the Center for Empowered Politics, and the Newspaper Guild of Detroit – CWA Local 34022 (“Guild” or “Union.”) (collectively “Parties”).

## **ARTICLE 1** **RECOGNITION**

1. Rising Voices hereby recognizes the Guild as the exclusive collective bargaining representative of the following Bargaining Unit:

**INCLUDED:** regular full-time and part-time employees of Rising Voices employed on the Project;

**EXCLUDED:** supervisors, managers, confidential and temporary employees under the National Labor Relations Act.

The term “employee(s)” as used in this Agreement refers to Bargaining Unit employees unless otherwise specified or the context requires otherwise.

A list of positions included in the Bargaining Unit as of the Effective Date of this Agreement is attached to this Agreement as Appendix A.

2. Temporary employees who are employed for longer than six months will become full members of the bargaining unit and their time spent as a temporary employee will count toward their seniority.

3. Rising Voices agrees to notify the Guild upon creation of any new bargaining unit position including the job description and proposed placement in the compensation structure under this CBA, and at the Union’s request will meet and bargain over any conditions unique to the position if not otherwise addressed in this Agreement.

4. Bargaining unit work includes work customarily 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.

## **ARTICLE 2** **DUES CHECK OFF**

1. Upon an employee's voluntary written assignment, and in accordance with the terms of that assignment, the Employer shall deduct each pay period from the earnings of such employee and pay to the Guild not later than the 10th day of the next calendar month an amount equal to 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. 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 execution of the 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 Newspaper Guild of Detroit 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. This provision, including the terms "member" and "membership," shall be interpreted and applied in accordance with the National Labor Relations Act.

3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, charges, suits or other forms of liability that arise out of or by reason of action taken by the Employer in complying with this Article.

## **ARTICLE 3** **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.

Rising Voices promotes a culture of participatory democracy and encourages the expression of all ideas and opinions that relate to program, mission, vision and other items of concern.

Rising Voices supports an atmosphere of free speech within the organization, including the employees' right to open debate without judgment or retaliation for their views.

Rising Voices values an organization of open dialogue and will meet with the Guild to discuss areas of concern as necessary.

## **ARTICLE 4** **INFORMATION TO THE GUILD**

### **1. Annual Information**

Rising Voices will furnish the Guild annually the following information in connection with employees represented by the Guild, to the extent such information is provided to the Employer:

- 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
- g. home address

### **Section 2 Monthly Information**

Rising Voices 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. Departures of unit employees from the bargaining unit, including resignations, retirements, deaths, involuntary separations, promotions and/or transfers out of the bargaining unit, and respective dates.
- d. Names of interns placed at Rising Voices for more than six months, along with department and educational or training purposes.

## **ARTICLE 5** **LABOR MANAGEMENT COMMITTEE**

The parties will establish a joint Labor-Management Committee ("LMC" or "Committee"), composed of three (3) union- appointed members and three (3) management-appointed members. Members of the LMC and any ad hoc working groups will be chosen with a commitment to maintaining diverse representation and avoiding disproportionate burden of

responsibility on internal teams or departments.

The purpose of the Labor Management Committee is to promote communication, problem solving, diversity and increased effectiveness and to foster constructive labor-management relations at Rising Voices. Since budgetary realities affect staff and the work of Rising Voices. LMC members shall have access to the budget report and profit and loss statement at least quarterly. The LMC operates by consensus and may make recommendations at any time to the Employer and/or the Union. However, the LMC has no authority to engage in collective bargaining, to resolve grievances, or to amend, modify or supplement this Collective Bargaining Agreement. The LMC is empowered to consider and discuss subjects of interest outside the Agreement as well as any matters that may be referred to them by the Parties.

The LMC shall meet at least quarterly and, in its discretion, more frequently. The LMC will seek to identify and resolve issues of mutual concern to Rising Voices and the Guild. The LMC further will support and facilitate the attainment of Rising Voices's goals, and enable employees to be more effective in accomplishing Rising Voices's mission. The committee may take up non-grievance issues that affect the relations of an employee and Rising Voices.

Employees designated as LMC members shall be relieved of some of their regular assignments while participating in meetings of the Committee, which should be noted in the work-plan and written out in a document to be signed by supervisor and employee.

## **ARTICLE 6 NON-DISCRIMINATION**

Rising Voices will not discriminate against any employee because of race, color, creed, personal financial status, ethnicity, religion, sex, sexual orientation, gender identity, personal pronoun usage, age, national origin, disability, veteran status, HIV status, immigration status, caste, education level or union activity. Rising Voices is an equal opportunity employer. The Parties are firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally.

### **Bullying and Intimidation**

Rising Voices promotes a healthy workplace culture where all employees are able to work in an environment free of internal and external bullying behavior and intimidation.

Rising Voices considers workplace bullying and intimidation unacceptable including but not limited to community and public settings where employees represent Rising Voice. Rising

Voces encourages all employees to report any instance of bullying behavior to their immediate supervisor and/or another director. Any reports of this type will be treated seriously and investigated promptly and impartially. Rising Voices will protect an employee who reports bullying conduct from retaliation or reprisal.

## **ARTICLE 7** **JUST CAUSE AND PROGRESSIVE DISCIPLINE**

Rising Voices's disciplinary and corrective action process is progressive and is designed to protect and promote the fair treatment of all employees. No non-probationary employee (employees with 90 days or less of employment) shall be discharged except for just cause. The Employer will normally follow progressive discipline as set forth in Section 4, below, 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; discrimination, harassment, threatening or abusive language or behavior toward a supervisor, colleague, board member or member of the public; and creating an unsafe workplace. Employees may be suspended pending investigation of allegations of serious misconduct.

2. The Guild may grieve warnings or other disciplinary action they believe to be in violation of this Article through the Grievance Procedure.

3. All disciplinary action issued to an employee under this Article will be recorded in the employee's personnel file, and an employee has the right to review their personnel file upon their request. Any disciplinary action will be deemed inactive for purposes of progressive discipline under this Article after twelve (12) months from the date of issuance..

4. Progressive Discipline involves two levels of corrective action, described below, any one of which may be employed at any time, depending upon (i) the particular circumstances and (ii) the severity of the problem: The Employer may only terminate an Employee after the accumulation of three (3) written warnings in one twelve-month period, except in the case of serious misconduct, as described in Article 18.

### **Verbal Warning (Non-disciplinary)**

Rising Voices may elect to counsel an employee following a minor offense in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If Rising Voices 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 Rising Voices 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 warning meeting/discussion.

### **Written Warning (Disciplinary)**

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, at the employee's request, a union steward or representative. After such a meeting, if Rising Voices concludes that a written warning is justified, Rising Voices will meet with the employee and present them with a written warning. 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. Rising Voices 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**

### **GRIEVANCE AND ARBITRATION**

The Guild has the right to file a grievance in accordance with the following procedures outlined below. A "Grievance" is a dispute relating to interpretation or application of this Agreement (including alleged violation of this Agreement) or unilateral changes by Rising Voices 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 disputes through informal discussions prior to initiating a formal written Grievance as outlined below. The parties shall meet promptly upon request by either the Union or the Employer to 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 (if relevant) and/or the Executive Director within thirty (30) business days after the Union 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 CBA provisions that were allegedly violated, and the relief or remedy sought.

Rising Voices 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. Rising Voices will respond to the Grievance in writing within ten (10) business days of such meeting. If Rising Voices is unable to respond within this deadline, or if The Guild and Rising Voices cannot reach a resolution within five (5) business days of The Guild's receipt of Rising Voices'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 Rising Voices, the Union may bypass

Step Two mediation and, should it choose to proceed further, move to Step Three.

The Guild and the affected employee(s) (as relevant) may choose to submit a rebuttal letter concerning the issue grieved to Rising Voices Human Resources. The rebuttal will be placed 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 Grievance rebuttal 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. The written decision of the Arbitrator shall be final and binding upon both parties.

Rising Voices and The Guild agree to equally split the Arbitrator's fee and expense charges for the arbitration. Each party shall bear its own costs and expenses of arbitrating the matter.

## **ARTICLE 9**

### **SENIORITY**

An employee's seniority date shall be the employee's first day of work with Rising Voices, 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 Rising Voices. For purposes of this provision, employees shall be deemed continuously

employed by Rising Voices while on approved paid leave of absence from Rising Voices and while employed by Rising Voices 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 Rising Voices will retain their original seniority date for up to six (6) months.

Rising Voices shall maintain and provide the Guild with a periodically updated seniority roster. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

## **ARTICLE 10** **HIRING FOR UNIT POSITIONS**

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

Rising Voices employees shall have five (5) working days prior to the date of the posting to apply for the vacancy, which shall obligate Rising Voices hiring manager to interview the internal applicant prior to interviewing outside applicants. After five (5) working days, Rising Voices 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.

Successful bidders/applicants shall be chosen based on their qualifications, such as experience, skill, and job-related knowledge. Qualifications for a position shall be determined by Rising Voices.

Where in Rising Voices' judgment the qualifications of an internal applicant and an outside applicant are substantially equal, Rising Voices shall award the position to the internal bidder.

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

If an employee is not awarded a position, upon request, Rising Voices will meet with the employee to discuss the reasons for non-selection. This meeting must be held within five (5) working days of request.

All hiring committees will include at least one (1) bargaining unit member.

## **ARTICLE 11**

## **JOB DESCRIPTIONS**

Rising Voices 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.

The job description will be reviewed and updated annually and at the end of the employee's probationary period, if there were changes made from the initial hire job description, and at the employee's request to their supervisor if there are significant changes to responsibilities or role.

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 Rising Voices's finalization of the revised description.

## **ARTICLE 12**

### **EVALUATIONS**

Rising Voices 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. Rising Voices employees who have finished their probation period will receive a formal annual performance evaluation. 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 9.

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, supervisor review of the evaluation submitted by their supervisee will occur after the employees and supervisors have met and discussed the results of the employee's own

performance evaluation.

Employees may request an evaluation or the opportunity to submit an evaluation of their supervisor outside of the annual evaluation process. An evaluation request will not

be reasonably denied.

## **ARTICLE 13 SUPERVISION AND WORKLOAD**

While supervisors are encouraged to provide constructive feedback and discuss work and planning with employees on an ongoing basis, regular supervision meetings are held between supervisors and employees at least every two weeks, at reasonable and pre-scheduled time. Both parties should aim to reschedule within (24-48) 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 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. Any changes to the goals or benchmarks will be discussed with the employee.

Employees may discuss their concerns with a Guild representative at any time. If deemed necessary, the Guild representative may choose to approach the employer 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.

## **ARTICLE 14 ACCESS TO PERSONNEL FILES**

Rising Voices shall maintain an official personnel file for each employee, 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 15** **PROFESSIONAL AND PERSONAL DEVELOPMENT**

### **1. Employer-required training**

Rising Voices 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 reasonable travel and incidental expenses will be reimbursed in accordance with the Employer's Travel and Per Diem policy.

### **2. Employee-initiated training or education**

Rising Voices 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 Rising Voices 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 trainings or other professional development activities required by the Employer under Section 1, above, or where participation during the employee's regular workday has been approved by the Employer under this Section 2, counts as work time.

Rising Voices will offer a \$1000 per employee per year, to cover costs of Rising Voices-approved professional development activities or to purchase approved educational materials. 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 employee beyond their probationary period.

Rising Voices will advise the Labor Management Committee about the level of usage of professional development funds on an annual basis.

## **ARTICLE 16**

## **OUTSIDE EMPLOYMENT OR OTHER ENGAGEMENTS**

Rising Voices recognizes that employees often pursue opportunities for engagement outside their formal work at the organization. Both Rising Voices and the Guild recognize the desire to

support employees in pursuing such opportunities and development, while recognizing the need for compliance with the Organization's ethics, disclosure and conflict-of-interest requirements so that such outside engagements do not present conflicts with their existing Rising Voices roles, responsibilities and work.

## **ARTICLE 17**

### **UNION RIGHTS AND RELEASE TIME**

#### **1. Union Meetings**

Subject to availability and upon reasonable request by the Guild, the Employer shall provide an opportunity to use of space on its premises (physical and virtual) for meetings of bargaining unit employees at mutually agreeable times.

#### **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 participation in collective bargaining and grievance handling. Employees designated as Union representatives are permitted to participate in Union meetings and discussions in the Employer's workplace (if relevant). These meetings are to be taken in a discreet location and without the presence of supervisors or Management.

Scheduled Union meetings among bargaining unit employees, scheduled collective bargaining negotiations and grievance meetings and scheduled Labor Management Committee meetings will be reflected in the organization's global calendar in an effort to minimize scheduling conflicts for participants.

#### **3. Additional Release Time**

The foregoing provisions in Sections 1 and 2 do not preclude the parties from agreeing to additional release time on a case-by-case basis.

## **ARTICLE 18** **HEALTH, MENTAL HEALTH, AND SAFETY**

The Employer shall be responsible for providing Employees with the resources necessary to do their work, as well as providing for a safe, harassment-free, and comfortable work environment. A comfortable 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, harassment-free, and comfortable.

The parties acknowledge the impact the nature of the work may have on employees' physical and mental health and shall cooperate in administering this Agreement, including its benefits and leave provisions, to support employees health needs and wellbeing.

Rising Voices and the Guild will discuss health, mental health, and safety concerns jointly at LMC meetings and will endeavor to identify potential solutions together. If an Employee encounters unsafe or unhealthy workplace conditions at their worksite that the employee reasonably believes present an imminent danger of fatal or serious injury or illness, the employee will immediately notify the Employer and may temporarily remove themselves from the site of the threat. The Employer will promptly investigate, will undertake appropriate remedial steps if necessary, and (if relevant) will allow the employee an appropriate interim work arrangement pending remediation or assignment to a safe alternative worksite.

Nothing in this Article shall preclude an employee from exercising any available statutory rights to seek redress for an unsafe work environment, including the right to file a complaint with a governmental entity.

## **ARTICLE 19** **WORK WEEK AND HOURS**

### **1. Hours**

The hours of Rising Voices' work week vary and are flexible to accommodate the nature of our activities. A full time work week is forty hours a week.) hours per week. Depending on work requirements, more than 40 hours per week may occasionally be necessary All full-time employees shall work a five (5) day week, with 8 hours each day including a one hour paid lunch. 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.

**2. Work Schedules.** Each employee will have a regular work schedule as approved by their supervisor or the Executive Director. Changes must be approved in advance by their supervisor or Executive Director in accordance with the needs of the program and in coordination with team members.

**3. Compensatory/Flex Time.** To promote sustainability and work-life balance, exempt employees are entitled to compensatory time accrued on an hour-to-hour basis for all hours worked over their regularly scheduled 40 hours per week. Compensatory time off must be approved by the employee's supervisor and scheduled by the supervisor and employee."

## **ARTICLE 20**

### **WAGES**

Upon ratification, all employees will receive a one time bonus of \$3,000.

Starting salary for bargaining unit positions will be \$50,000. Subject to a 2% annual increase plus a COLA increase not to exceed 5% for the length of the contract.

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 minimum, 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.

Should RV 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 a modified job, RV 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. The new minimum shall be effective upon the date the new or modified job was created.

## **ARTICLE 21**

### **PAID TIME OFF**

#### **1. Holidays and Office Closures**

Regular employees who work 20 or more hours per week are eligible for the following paid holidays when the RV offices are closed. If a holiday falls on a Saturday or Sunday, the organization will arrange the holiday to be observed on the preceding or following

workday.

- Martin Luther King, Jr. Day (January 16)
- President's Day (3rd Monday in February)
- Chinese New Year Eve and Day (2 days)
- Cesar Chavez Day (March 31)
- The day after International Workers Day (May 2)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- The day after Indigenous People's Day (2nd Tuesday in October)
- Thanksgiving and the day after Thanksgiving (2 days)
- Winter Office Closure: The RV Offices will be closed for winter break for 15 days.

Exact dates will be set annually; if you are employed by RV for 6 months prior to the office closure, that time will be compensated.

**Floating Holiday:** All employees shall have four (4) floating holidays each year. Employees must schedule their floating holiday with their supervisor in advance. Floating holidays do not carry over year to year. Floating holidays should be used for birthdays, work anniversaries, personal wellness days, and personal recognition days.

**When Work Is Required on a Holiday.** Employees may sometimes be required to work on a holiday. If this happens, the employee will accrue one day of comp time, which the employee may take as a paid day off at another point in the subsequent few weeks or next month, on a date agreed upon by the employee and their supervisor. Employees must work their scheduled workdays preceding and following the holiday in order to be paid for the holiday, unless an absence has been approved in advance. The exception is if an employee is required to work during summer or winter break.

## **2. Vacation**

Regular employees working 20 or more hours per week on a regular basis are eligible for vacation accrual. All accruals are made on a biweekly basis, consistent with the payroll periods.

Beginning after the first 30 days of employment, regular part time employees working 20 or more hours per week on a regular basis accrue vacation time at a rate that is pro-rated from the regular full-time employees' rate, and accrual is based upon the employee's work schedule and years of service.

Beginning after the first 30 days of employment, regular full-time employees accrue 80 hours (10 days) of paid vacation time per year for the first 2 years of employment, accrued at 3.08 hours per pay period.

In the 3rd year of regular full-time employment, employees accrue 110 (13.75 days) hours of paid vacation time per year accrued at 4.23 hours per pay period. Vacation begins to accrue at the increased rate on the employee's service anniversary date.

In the 4th year of regular full-time employment, employees accrue 140 (17.5 days) hours of paid vacation time per year accrued at 5.38 hours per pay period. Vacation begins to accrue at the increased rate on the employee's service anniversary date.

In the 5th year of regular full-time employment, employees accrue 160 hours (20 days) of paid vacation time per year accrued at 6.15 hours per pay period. Vacation begins to accrue at the increased rate on the employee's service anniversary date.

Because vacations provide a period of needed rest and recreation, each employee is expected to use their accrued vacation. Employees are not allowed to accrue vacation time beyond four weeks

(160 hours for FTE)

### **3 Sick Time**

All regular employees are eligible to accrue paid sick leave. After the first 30 days of employment, regular employees who work 2All regular employees are eligible to accrue paid sick leave.

After the first 30 days of employment, regular employees who work 20 or more hours on a regular basis are eligible to receive up to 96 hours of sick leave per year. Sick leave will be given at the beginning of each year. Regular full-time employees will receive 96 hours (equivalent of 12 days) of sick leave, and regular part time employees will receive sick leave at a rate that is pro-rated from the regular full-time employees' rate and is based upon the employee's work schedule.

Part-time employees accumulate sick leave at the rate of one hour for every 30 hours worked after 30 days of the start of employment.

Sick leave may not be added to vacation time for purposes of taking a vacation.

Employees are allowed to accrue up to 192 hours (equivalent of 24 days) of unused accrued sick leave. If an employee has accrued 192 hours of sick leave, no additional sick leave can be accrued until some sick leave is used. Accrued, but unused sick leave will not be paid out upon an employee's termination of employment.

Employees may take sick leave for their own illness, injury, medical condition, need for medical diagnosis or treatment, or other medical reasons. Additionally, employees may use all or any percentage of accrued sick leave to provide care or assistance to an employee's ill or injured child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, registered domestic partner, or other "designated person."

Employees must provide reasonable advance notice whenever possible for a sick leave absence, such as a scheduled doctor's or dentist's appointment. If advance notice is not possible, then employees must notify the Executive Director or designated person the evening before or morning of a sick day absence. Employees may be asked to present a doctor's note or other documentation to verify the use of sick leave.

#### **4. Parental Leave**

Any regular employee who is an expectant parent or for whom a birth or adoption of a child will occur may request parenting time consisting of up to eight (8) weeks. Employees requesting parenting leave are required to submit to the Executive Director for approval a request in writing, at least thirty (30) days prior to beginning the leave when possible, and as soon as practicable if the leave was unforeseeable, and state the length of absence. Parenting leave shall be integrated with the employee's State Disability Insurance and/or Paid Family Leave benefits. The Employer

will pay an amount which, added to the state benefits, will equal the employee's regular wages for up to eight (8) weeks.

Employees may request Parenting Leave (PL) of more than eight weeks when submitting a request for PL to the Executive Director. The Executive Director may grant additional PL up to a total of 4 months, taking into consideration the impact of the leave on the organization, among other things, in making the decision. PL of more than eight weeks is unpaid, except to the extent the employee chooses to use accrued sick days, vacation days, or flex time during the leave period.

The pregnant parent shall be permitted to work as long as they are physically able. Employees on PL will accrue sick leave and vacation leave only for periods for which paid leave is used. Employees on PL will receive continued health care coverage as well as all other benefits like dental and vision. However, an employee who does not return to work after their PL may be required to reimburse RS for the premiums paid by RS during any unpaid leave, unless

the employee is unable to return to the duties of their position for medical reasons or circumstances beyond their control. Such condition shall be verified by a doctor's certification.

Employees returning from PL may request to return to work on a part-time basis. Employees requesting to return to work part-time are required to submit a request in writing to the Executive Director for approval, at least thirty (30) days prior to their scheduled return date. The Executive Director may approve a part-time schedule, taking into consideration the impact on the organization, among other things, in making the decision. The work schedule assigned shall be by mutual consent between the parties.

## **ARTICLE 22**

### **INSURANCE**

#### **1. Healthcare**

After 30 days of employment, regular employees who work 20 or more hours per week on a regular basis are eligible to receive health insurance, dental and vision benefits on the first day of the following month. RS will pay 100% of the premium for the employee, and dependent coverage for the attached plan (see Appendix 1). If there are changes needed to this coverage, Rising Voices will provide financial evidence and bargain the changes.

#### **2. Flexible Spending Accounts**

##### **a. Healthcare**

Employees who are eligible for Rising Voice's health insurance benefit are also eligible for a Flexible Spending Account for IRS-approved healthcare expenses. The accounts are funded through pre-tax employee payroll contributions. Additionally, Rising Voices may fund the account with an employer contribution as determined by the Executive Director or designee.

##### **b. Dependent Care**

Employees with eligible dependents are provided a Dependent Care Flexible Spending Account for IRS-approved dependent care expenses. The accounts are funded through pre-tax employee payroll contributions up to a maximum set by the IRS at \$5,000. Rising Voices will contribute \$5,000 for 2024.

Depending on finances, Rising Voices may fund the accounts in future with an employer contribution as determined by the Executive Director or designee.

##### **d. Chiropractic/ Acupuncture**

Rising Voices shall provide a combined chiropractic and acupuncture benefit that requires the

use of Participating Chiropractors and Acupuncturists. If the plan cannot be continued RV will meet and bargain over the change.

### **3. Group and Voluntary Life Insurance**

Rising Voices will provide life and AD&D (accidental death and dismemberment) insurance coverage at no cost to the employee. Refer to the Summary Plan Descriptions for an explanation of the plan benefits and limitations. (Attachment II).

### **4. Short-Term Disability**

Rising Voices shall provide employees with Short-term disability insurance. Employees become eligible after 20 days of employment, see attached Summary Plan.

### **5. Long-Term Disability**

Rising Voices shall provide employees with Long-Term disability insurance. Employees become eligible after 60 days of employment, see attached Summary Plan Descriptions (Attachment IV).

### **6. 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.

## **ARTICLE 23 RETIREMENT**

### **401(k) Plan**

Employees are eligible for a discretionary Year-End Contribution if they meet all of the following conditions:

- Worked at least six months in the eligible calendar year
- Are employed as of 12/31 of the eligible calendar year
- Are enrolled in the 401k as of 12/31 of the eligible calendar year

These contributions are finalized with the fiscal sponsor by the end of October of the eligible calendar year. Rising Voices agrees to meet and bargain the discretionary 401(k) contributions 30 days before the deadline set by the fiscal sponsor. The deadline may vary depending on the fiscal sponsor schedule.

## ARTICLE 24

### LEAVES OF ABSENCE

#### **1. Family and Medical Leave**

Regular employees may take unpaid family and medical leave. Employees may take unpaid family and medical leave for any of the following reasons:

- Because of the employee's own serious medical condition; or
- To care for a child, parent, spouse, domestic partner, or designated person who has a serious medical condition.

The request for family and medical leave must be made in writing to the Executive Director or designated person at least three weeks in advance of the anticipated absence if the need for leave is foreseeable or as soon as practicable if the need for leave was not foreseeable. The dates of absence shall be coordinated with the Executive Director or designated person. RS requires the employee to use accrued vacation, personal holidays, and sick leave, unless prohibited by law. Unpaid leave (that is, requested time off beyond that which the employee has accrued) requires the approval of the Executive Director or designee.

Leave may be taken intermittently or on a reduced work schedule when medically advisable. Leave may be taken in increments of one (1) hour. When the leave is taken for the employee's own serious health condition, the employee must provide RS with a certification from a health care provider. The certification of the serious health condition should contain:

- a. The date on which the condition commenced.
- b. The probable duration of the period or periods of condition, and
- c. A statement that, due to the condition, the employee is unable to perform one or more of the essential functions of their position.

Re-certifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required re-certifications can result in termination of the leave. Moreover, if the employee fails to return to work or contact their supervisor immediately after the approved medical leave expires, the employee may be considered to have voluntarily resigned from Rising Voices.

The provisions of Rising Voices' various employee benefit plans govern continuing eligibility during a medical leave and these provisions may change from time to time. When a request for medical leave is granted, the employee may be required to make arrangements for the payment of insurance premiums during the leave period, or insurance coverage may terminate. An employee out on unpaid approved leave will not accrue employment benefits, such as sick leave or vacation benefits, during the leave.

An employee on family and medical leave is not permitted to take on any other employment, even on a temporary basis, without written authorization from Rising Voices. To do so will result in termination.

It is Rising Voices' policy to be fair and impartial in all its relations with employees and applicants. Rising Voices will not discriminate against employees or applicants as a result of the approved use of family and medical leave or a proper request for such leave.

## **2. Bereavement Leave**

Rising Voices employees, with the exception of contract employees, who need to take bereavement leave for immediate family members (grandparents, parents, spouses, domestic partners, siblings, children) are allowed to take up to 3 paid days off. We understand that other relationships may also merit this type of leave, at the discretion of the employer, bereavement leave may be extended to other relations. If significant travel time is needed, 50% of that time can be negotiated as paid in addition to the 3 days. Any other days needed will be taken from other forms of paid time off.

## **3. Victim of Crime Leave**

If an employee has been a victim of assault or abuse by their current or former spouse, cohabitant, date, someone with whom they have been engaged or have had a child, or any family member (related by blood or marriage), the employee may take time off from work. Requests will not be reasonably denied.

## **4. 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 Rising Voices 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.

## **5. Jury Duty/Court Appearance**

All employees, with the exception of independent contract employees (as defined in the

Employment Classification Section), are entitled to take time off, as necessary, to fulfill their jury obligations when called to perform jury service. You will be paid for up to five days of jury service; if your service extends beyond this period, the remainder of your leave will be unpaid, unless you are an exempt employee.

Written proof of call to jury duty and/or jury service is required upon return to work. You must immediately inform your supervisor when you receive your jury duty summons. If you are chosen to sit on a jury, you must inform your supervisor how long the trial is expected to last. No employee will face discipline or retaliation for jury service.

## **5. 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 Rising Voices MI upon return. After five (5) years of full-time paid employment based on your 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.

## **6. Unpaid Leaves of Absence**

An employee may request time off without pay. Such a request must be made in writing three weeks in advance to the Executive Director or other designated person. All requests for time off without pay will be determined on a case-by-case basis. Such guidelines include consideration of the operational needs of Rising Voices, staffing needs, workloads, the date the request was submitted, and amount of unpaid time off requested. If granted and the employee does not return to work after their approved time off expires or contact their supervisor concerning their return to work, they will be considered to have voluntarily terminated their employment. Requests will not be reasonably denied.

# **ARTICLE 25**

## **MISCELLANEOUS**

## **1. Remote Work**

RV is a hybrid work organization that requires in-person office work at least once per week (for staff meetings). However, other in-person work is often required, (events, organizing meetings etc) the number of days of required in-person work may fluctuate dependent on organizational programming and needs. Fully remote positions would be determined at the time of hire. However, fully remote employees are still expected to travel up to 3 times per year for in person retreats. Employees may request their job to be converted to fully remote assuming all essential functions of the job as defined by the employer can be completed remotely. Conversion to fully remote is subject to approval by the Co-Director. Remote positions will be evaluated annually.

## **2. Pay Period**

Rising Voices'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.

## **3. Paychecks**

Rising Voices'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.

## **4. Reimbursement**

The employer shall pay all legitimate expenses of the employee incurred in the service of the employer.

## **5. Mileage**

Use of personal vehicles when used for Rising Voices business will be reimbursed, provided the travel has been approved by the Executive Director or their designee. 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.

In the event that an employee does have to drive in excess of ten miles for work purposes, excluding an employee's commute to the office or first work location from home, and from the last work location to home, and the trip has received approval from their supervisor in advance of submission for mileage reimbursement, that employee may submit a mileage reimbursement request.

## **6. Per Diem**

For out of town travel, Rising Voices provides a per diem up to the IRS approved rate for the destination city. The per diem is intended to cover food, service fees, cell phone usage and tips. Per diem is measured in quarter day periods and is not provided for any portion of any day during which the employee is not on travel status (i.e. Any portion of the day prior to the

employee's scheduled departure time and any portion of the day after the employee's scheduled return). Employees are not required to provide receipts in support of per diem. Reimbursement for out-of-town travel not covered by per diem should be requested within 10 days of return. The request should be accompanied by receipts for air travel, lodging, car expenses, ground transportation and all other reimbursable items not covered by per diem as well as an explanation of the purpose of the travel.

### **7. Technology Stipend**

Rising Voices provides employees with a \$75 per month stipend to offset the cost of Internet or other technology items.

### **8. Equipment**

RV will provide the equipment necessary to complete the work and provide a one-time \$500 reimbursement for home office set up.

## **ARTICLE 26**

### **DURATION OF THE AGREEMENT**

1. This Agreement shall take effect on the 16th day of September, 2025. (“Effective Date”) and expire on the 16th day of September, 2028.
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 Agreement, the Employer or the Guild may initiate negotiations for a new contract to take effect on September 16th, 2028.

## SIGNATURES

**Newspaper Guild of Detroit, CWA 34022**

**Rising Voices**

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Signature

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Name

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Title

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Date

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Signature

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Name

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Title

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Date

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Signature

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