AGREEMENT

BETWEEN

WORKERS UNITED-SEIU

AND

NEWSGUILD OF GREATER PHILADELPHIA/CWA LOCAL 38010

COLLECTIVE BARGAINING AGREEMENT

Term: May 1, 2025 to April 30, 2028

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AGREEMENT

This Agreement is made and entered into on May 1, 2025, by and between Workers United ("WU"), and NewsGuild of Greater Philadelphia/CWA Local 38010 (the "Guild").

ARTICLE 1. BARGAINING UNIT

1.1 The bargaining unit encompasses all full time and regular part-time employees primarily engaged in the Starbucks and related organizing and contract campaign and employed in the job classifications of Organizers, Special Projects Organizers, Data Specialists, Communication Specialists and Researchers; excluded are temporary employees as defined herein; also excluded other employees who temporarily assist the Starbucks campaign.

ARTICLE 2. UNION SECURITY

2.1 To the extent permitted by law:

2.1.1 All present non-probationary employees shall become members of the Guild and shall maintain their membership as a condition of employment thirty (30) days after the execution or effective date of this Agreement, whichever is later.

2.1.2 All present and future probationary employees shall join the Guild not later than thirty (30) days after their first date of employment or the execution or effective date of this Agreement, whichever is later, and shall maintain their membership in the Guild as a condition of employment.

2.2 WU agrees to deduct dues and initiation fees from the wages of each of its employees who has lawfully authorized and directed WU in writing to check off their Guild dues and initiation fees. WU shall remit the monies deducted to the Guild monthly.

ARTICLE 3. PROBATIONARY EMPLOYEES

3.1 All new employees shall have a probationary period of one (1) year from the date of hire, unless specified differently in Article 25 (Temporary Employees).

3.2 WU discipline or discharge of probationary employees shall not be subject to the arbitration provisions of this Agreement. All other terms and conditions of

employment, except as expressly provided otherwise, shall apply to employees during their probationary period.

3.3 Employer will work towards establishing a system of regular evaluations, and will explore providing that Workers United shall perform a written evaluation after 3 months of employment and every 6 months thereafter. The Guild may request a copy of the evaluation. Failure to perform timely evaluation shall not prevent Employer from taking disciplinary action pursuant to Article 8 (Discipline and Discharge).

3.4 The Guild shall be entitled to a reasonable period of time, on paid time, to meet with a probationary employee.

ARTICLE 4. JOB CLASSIFICATIONS

4.1 Workers United shall provide the Guild with job descriptions for each job title and a list of all employees assigned to each title. Each classification or title shall be assigned a level with a minimum starting salary. No employee's salary shall be reduced as the result of an assignment to a classification.

4.1.1 Each job title will be described in terms of skills and responsibilities. The actual duties of each job may vary according to Workers United's operational needs. All employees are required to perform a variety of tasks and the assignment of employees to tasks or duties shall remain solely within the control of Workers United. Employees must perform at the skill level described by their job title.

4.1.2 WU will work towards establishing a system of regular evaluations, and explore providing that employees receive a formal written evaluation from their supervisor after 3 months of employment and every 6 months thereafter. The evaluations will identify employee strengths and weaknesses in order to help employees improve their job skills, performance and to encourage career development. In every case, employees will have the opportunity to review formal evaluations and respond in writing. Such responses will be attached to the evaluations in the employee's personnel file. Failure to grieve a negative performance evaluation will not constitute a waiver of the Union's right, in a subsequent grievance over discipline, to contest the findings contained therein. Failure to perform timely evaluation shall not prevent Employer from taking disciplinary action pursuant to Article 8 (Discipline and Discharge), however, such failure to perform an evaluation may be considered in the course of a performance-related discipline or layoff grievance.

4.1.3 It is the policy of Workers United to provide programs for the training and career development of its employees in the various skills, knowledge and abilities which will best qualify them for performance of their official duties as Workers United employees and enhance their promotional opportunities. This shall include in-house training programs. The basic objectives of this policy are to build and retain a permanent workforce of efficient employees who are well qualified to maintain a high level of proficiency and to raise their own potential for advancement and to obtain improved job security. In line with the above policy, self-education, self-improvement, and self-training are encouraged and will be a factor in consideration of any promotion.

4.1.4 To the extent that WU requires employees to participate in training provided by a third-party, WU is responsible for costs of such training. Employees may request to participate in third-party training, but both participation during work time and reimbursement of costs is at WU's discretion.

4.1.5 In the course of formal evaluations, Employees and their direct supervisor may discuss a professional development plan that will advance the progression of the employee's role and reassess goals and/or tactics as needed at the every 6 months meeting. For new employees, a professional development plan may be discussed at the first employee evaluation.

4.2 Should Workers United establish any new non-supervisory, non-confidential job classification in the bargaining unit during the term of this Agreement, Workers United shall bargain with the Guild over the level to which the title is assigned.

ARTICLE 5. ASSIGNMENTS

5.1 The work and location assignments of all employees shall be within the discretion of WU. Among the factors to be considered in the making of assignments shall be the homes of the employees, travel time required by the assignments, and the seniority of the employees. It is understood that WU will not make arbitrary or capricious assignments. Work assignments shall reasonably conform to the Union's mission and campaign needs. Employees are encouraged to raise concerns regarding distribution of work assignments, staff capacity and equitable workloads with their supervisor, and such concerns may be raised within the Labor-Management Committee.

ARTICLE 6. WAGES AND WAGE INCREASES

6.1 The minimum salary and wage schedules shall be as reflected in Appendix A.

6.2 Employees will advance one step in their current classification's rate schedule effective May 1 of 2026 and 2027 until reaching the highest available step.

6.3 Organizers, Senior Organizers, and Lead Organizers assigned to the following High Cost-of-Living (HCOL) metropolitan statistical areas will receive an additional differential of $90 to their gross weekly pay; and for Special Project Organizers, an additional differential of $1.25 per hour:

Boston–Cambridge–Newton
Chicago-Evanston-Naperville
Los Angeles–Long Beach–Anaheim
New York–Newark–Jersey City
Seattle–Tacoma–Bellevue
San Francisco–Oakland–Fremont
San Jose–Sunnyvale–Santa Clara
Washington–Arlington–Alexandria

For non-Organizer positions and for positions where work is primarily performed remotely, WU at its discretion may determine whether or not to offer the HCOL differential when the employee is primarily located in a listed HCOL area. Employees identified in Appendix C will earn the HCOL differential as long as they continue to be primarily located in a listed HCOL area.

6.4 An employee who is transferred or reassigned by the Employer outside an HCOL area and/or to a lower-paying classification will continue to earn the HCOL differential and/or higher classification rate; however, an employee who requests and receives a transfer or reassignment outside an HCOL area and/or to a lower-paying classification will cease to earn the HCOL differential and/or higher classification rate.

6.5 A salaried employee promoted to a higher job classification shall be placed at the higher of: (a.) the next higher step pay rate in the new classification as compared to the employee's prior rate, or (b.) a $10 minimum increase to gross weekly pay.

6.6 WU will assign new hires to a classification and step, and will notify the Guild of such assignment. In-unit promotions to Senior and Lead classifications shall be based on job performance and shall not be arbitrary.

6.7 For any bargaining unit position not assigned a pay grade in Appendix A established during the life of this Agreement, WU shall assign the classification to the appropriate grade based on responsibility and required skill-level, and will notify the Guild of such assignment.

6.8 Where an employee's pay rate as determined by the above provisions of this Article and Appendix A (their "contractual pay rate") would result in a decrease in pay, instead the employee will be frozen at their current pay rate until such time that their contractual pay rate exceeds their current pay rate.

6.9 Workers United will comply with all local, state, or federal pay-related laws and regulations.

6.10 Hazard Pay. In the event of a public emergency declared by local, state, or federal government agencies, both sides will discuss the possibility of hazard pay in the event workers must work during a stay-at-home order or business is deemed essential.

ARTICLE 7. HEALTH AND PENSION BENEFIT

7.1 Workers United shall provide hospital and medical insurance, prescription drug coverage, optical coverage and dental insurance to all full-time salaried employees and their dependents on the first of the month following 30 days of employment at the level of benefits set forth in a summary plan description to be provided and made part of this agreement and to be distributed to all employees.

7.2 All full-time salaried employees covered by the new collective bargaining agreement will be covered by the health insurance plan provided by WU. There will be no monthly contribution by employees covered by the new collective bargaining agreement toward the cost of these health insurance plans for the term of this agreement.

7.3 To the extent not already implemented, WU shall provide the following additional benefits:

7.3.1 WU shall provide transgender healthcare benefits using the most current version of the World Professional Association for Transgender Health (WPATH) standards of care as a guide for medical necessity.

7.3.2 Where an employee's domestic partner is covered under this plan and marriage within that relationship is not legally sanctioned, WU will "gross up" the employee's salary to cover the tax cost of the domestic partner's health coverage assessed to the employee as income.

7.3.3 WU shall provide healthcare benefits related to reproductive care including, but not limited to, abortion services, birth control, and travel required to access a medical service covered by the insurance but not available within 100 miles of the employee's home address.

7.4 Employees will have free access to a 24-hour nurse helpline for medical advice.

7.5 Life insurance for active full-time salaried employees is increased to three (3) times annual salary effective upon ratification.

7.6 WU will request that the National Plus 401(k) Plan arrange, upon request of the Guild, on a regional basis, financial planning seminars which will include information about investments, including the National Plus 401(k) Plan, and retirement planning.

7.7 Full-time salaried employees' current pension benefits shall continue. Pension benefits contributions for WU employees are made to the Consolidated Retirement Fund.

ARTICLE 8. DISCIPLINE AND DISCHARGE

8.1 Just Cause for Discipline

The Employer shall have the right to discipline any employee, including discharge for just cause.

8.2 Right to Presence of Union Steward

Employees shall have the right to have a Union Steward present during any meeting with management in which discipline is issued, if such a meeting takes place. If upon request by the employee the Employer refuses to allow a Union Steward to be present during a disciplinary meeting, any discipline or discharge applied as a result of the meeting shall not be valid.

8.3 Discipline Steps

Discipline shall consist of the following steps:

1. Verbal counseling
2. Verbal warning
3. Written warning
4. Suspension
5. Discharge

All steps of discipline, including Verbal Counseling and Verbal Warning shall be documented in writing and placed in the employee’s personnel file.

The severity of the discipline applied shall be in accordance with the nature of the offense.

"One on One" meetings shall not be used to issue discipline to any employee: the employer must schedule separate meetings for discipline purposes.

Discipline shall be issued to employees in a timely fashion, in no case to exceed ten (10) working days from the Employer's knowledge of the incident, or the completion of its investigation, whichever is later. The preceding provision does not apply to cases where an ongoing pattern of behavior, as opposed to a specific incident of misconduct warrants discipline.

All disciplinary notices shall be invalid for the purpose of progressive discipline after twelve (12) months, provided there are no further disciplinary occurrences during this period.

8.4 Discharge and Voluntary Resignation

Employees shall be given the opportunity to voluntarily resign before discharge is applied. The Employer shall not abuse this practice.

8.5 The parties recognize that many different types of conduct or infractions can constitute just cause for discharge. It is agreed that employees may be discharged without prior progressive discipline for the following reasons:

1. Dishonesty. Dishonesty is any intentional misrepresentation that materially affects the mission of WU.

2. Being under the influence while working in a professional setting, except use according to prescription. Employees called in for unscheduled work shall not be required to work if to do so would put them in violation of this principle. For the first such offense under section 2, discharge will not be affected if the employee agrees to submit to a Guild HealthAdvocate approved treatment program.

3. Unlawful sale of a controlled substance while at work and/or while on Union property or on the premises of an employer whose employees the Union represents or seeks to represent.

4. Participation in a slowdown, work stoppage or strike (prohibited by Article 31, Section 1 of this Agreement), disrupting entry & exit to WU offices or events, interfering with deliveries, disrupting other WU employees and members' ability to carry out work in work spaces and meetings, or similar disruption of WU's operations, during the term of this agreement.

5. Actively opposing the election, re-election or program of the elected leaders of the Union.

6. Intentionally disclosing confidential information concerning the Union or its operations to third parties. Confidential information is information concerning the tactics or strategies of WU, or any other information which, if disclosed to a third party, would damage the mission of WU.

In addition, the parties agree that other misconduct may be grounds for progressive discipline or immediate discharge depending on the severity of the circumstances, and subject to the grievance and arbitration procedure.

ARTICLE 9. HOLIDAYS AND PERSONAL DAYS

9.1 Paid Holidays -

9.1.1 For each calendar year of this Agreement, WU shall provide to the employees covered by this Agreement, including probationary employees, the fifteen (15) paid holidays. The paid holidays shall include:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. July 4th
8. Labor Day
9. Indigenous People’s Day
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve
14. Birthday Holiday

15. Floating Holiday

9.1.2 Part-time employees' holiday pay will be paid for an amount of hours equal to one-fifth of the employee's assigned regular workweek hours (e.g., one day's holiday pay will be based on 4 hours for an employee who is regularly assigned a 20-hour workweek).

9.1.3 Holidays in the above list which are Federal Holidays will be taken on the day federally observed; otherwise any holidays falling on a Saturday will be observed the preceding Friday, and holidays falling on a Sunday will be observed the following Monday, unless mutually agreed otherwise among the parties.

9.1.4 Employees may be required to work on a holiday by a Supervisor. Employees who work on a holiday shall be granted equal time off at a time mutually convenient and agreeable to the employee and the employee's department head. Approval will not be arbitrarily withheld.

9.2 Personal Days and Religious Observances

9.2.1 The parties acknowledge that all of the employees in the bargaining unit need personal time for themselves and their families as well as time for rest and recuperation in order to successfully carry out the mission of WU. To that end, full-time salaried employees shall be entitled to five (5) personal days with pay in each calendar year. During the first year of employment, a full-time salaried employee will be eligible for two (2) personal days after completion of sixty (60) days and three (3) additional days after completion of 180 days.

9.2.2 The personal days may be selected by the employee and may be taken for any reason whatsoever, but must be scheduled in advance and must be mutually agreed upon by the employee's supervisor and the employee. Approval will not be arbitrarily withheld. Once scheduled, a personal day may not be canceled except in an emergency as determined by the employee's supervisor. Personal days may not be carried over to the next calendar year, and will not be compensated for if unused.

9.2.3 Employees wishing to take time off work during a religious observance are encouraged to request the use of Personal Days or other paid or unpaid leave in accordance with this Agreement and such requests will not be unreasonably denied. WU will, upon employee's request, make reasonable accommodations for fasts and other religious observances.

ARTICLE 10. VACATIONS

10.1 Paid Vacation

10.1.1 Newly hired full-time employees accrue one day per month up to a maximum of ten (10) days per calendar year until the first anniversary of employment.

10.1.2 Between the first anniversary of employment and the following January 1, full-time employees receive the prorated portion of three (3) weeks' vacation with pay.

10.1.3 Beginning January 1 after the first (1st) anniversary of employment, full-time employees are entitled to receive three (3) weeks' vacation with pay per year.

10.1.4 Full-time Employees who have worked for WU and its affiliates for seven (7) years or more are entitled to receive the Guild (4) weeks' vacation with pay per year.

10.1.5 Part-time employees accrue two hours per month per calendar year until the first anniversary of employment, the prorated portion of 30 hours vacation leave between the first anniversary of employment and the following January 1, and 30 hours beginning January 1 after the first anniversary of employment.

10.2 Eligibility for paid vacation is based upon length of employment by WU and its affiliates, regardless of whether that affiliate was signatory to a collective bargaining agreement with the Guild.

10.2.1 Any employee who is hired from a WU shop shall be entitled to credit for vacation purposes for time worked in such a shop, in accordance with the vacation program of the shop from which the employee comes, in determining vacation eligibility and pay, provided, however, that no such employee shall be entitled to more than three (3) weeks' vacation with pay during any twelve (12) month period until such employee has seven (7) years of service with WU

10.3 Scheduling

10.3.1 The dates during which the paid vacation is taken must be mutually agreed upon by the staff member and his or her supervisor. WU shall endeavor to comply with the staff member's request for vacation time consistent with the operational demands of the organization. Approval will not be arbitrarily withheld. Requests for concurrent vacations which cause undue staffing or scheduling problems shall be honored in order of the employee's seniority, to the extent consistent with operational requirements.

10.3.2 Vacation calculation and accrual shall be on a calendar year basis. An employee may carry over up to two (2) weeks accrued vacation from one vacation year to the next. With the written approval of the supervisor, employees may either carry over up to one year's entitlement into the next calendar year, or have vacation days paid out in lieu of vacation. The supervisor's decision to deny the additional carry over shall not be subject to the grievance-arbitration procedure. If the supervisor's denys the additional carry over, the employee shall be paid out the balance of the time not carried over.

10.3.2.1 Employees who are legal residents of states that do not allow a cap on payment of accrued vacation shall not earn any further vacation once they have accumulated their yearly allocation plus two (2) weeks, or once they have accumulated twice their yearly allocation with supervisory approval.

10.3.3 Employees whose vacation or any portion thereof cannot be scheduled or has to be canceled because of the needs of WU and whose vacation portion thereof cannot be rescheduled at a mutually acceptable alternative time(s) within the calendar year may carry over up to one (1) year's entitlement of accrued vacation into the next calendar year.

10.4 Vacation Paid On Termination

10.4.1 Employees whose employment with WU is terminated, and who have not taken their accrued paid vacation preceding that termination, are entitled to vacation pay in lieu of vacation. Vacation pay shall be pro-rated based on the portion of the year worked in the calendar year in which the termination occurs in addition to any approved, accrued vacation carried over from the previous year. Vacation pay shall not be pro-rated for laid off employees for the year in which the layoff occurs. Vacation accrues over the course of the year, such that the yearly allotment will be prorated according to the termination date.

10.5 Accrued Paid Vacations

10.5.1 Employees may not carry more than their yearly allotment plus 2 weeks of accrued paid vacation time. If an employee exceeds that number of weeks of accrued paid vacation, the employee must immediately take sufficient vacation time off so that he or she is not carrying more than that number of weeks accrued. Exceptions may be granted by mutual agreement.

ARTICLE 11. SICK LEAVE

11.1 Effective January 1 of each year, all employees accrue paid sick days for use for illnesses lasting eight (8) calendar days or less, according to the following schedule. Newly hired employees accrue two (2) paid sick days immediately upon hire, and then accrue one (1) additional paid sick day every two (2) months until January 1 following the date of hire. On the January 1 following the date of hire, employees accrue ten (10) paid sick days. For the purpose of this paragraph, for part-time employees a "day" means a number of hours equal to one-fifth of the employee's assigned regular workweek hours (e.g., one paid sick day will instead accrue as 4 hours paid sick time for a part-time employee who is regularly assigned a 20-hour workweek).

11.1.1 Unused sick days do not carry over from year to year, and will not be paid to an employee upon termination of employment.

11.1.2 After five (5) days or after frequent short-term absences, WU may require proof of illness from an employee seeking sick leave benefits. Any requirements regarding use of sick leave will comply with applicable local, state, and/or federal laws.

11.1.3 Notwithstanding any restriction to sick leave use, an employee shall be entitled to use available sick days to care for ill dependent individuals as defined by the Family Medical Leave Act.

11.2 Employees shall be entitled to short-term disability leave for illnesses lasting more than eight (8) calendar days.

11.2.1 On the day an employee becomes eligible for medical benefits until the first anniversary of employment, employees shall be eligible to receive a benefit of 66 and 2/3 % of salary for the first thirteen (13) weeks and 60% of salary for the second thirteen (13) weeks of disability.

11.2.2 On the first anniversary of employment until the third anniversary of employment, employees shall be eligible to receive a benefit of 75% of salary for the first thirteen (13) weeks and 66 and 2/3 % of salary for the second thirteen (13) weeks of disability.

11.2.3 On the third (3rd) anniversary of employment, employees shall be eligible to receive a benefit of 100% salary for the first thirteen (13) weeks and 75% of salary for the second thirteen (13) weeks of disability.

11.2.4 On the eighth (8th) anniversary of employment, employees shall be eligible to receive a benefit of 100% of salary for the first twenty-six (26) weeks of disability.

11.2.5 Any disability benefit payable under state law is included in the above formulas. The employee is responsible for accessing any such benefits for which they are eligible.

11.3 After successful completion of the probationary period, employees become eligible for long-term disability for illnesses lasting longer than twenty-six (26) weeks. The benefit shall be paid monthly and shall be 60% of base salary offset by any income, including disability pension or SSI. The long-term disability benefit lasts until the disability ends or until social security retirement age.

11.4 If a current employee becomes disabled prior to the effective date of coverage or is disqualified from coverage by the insurer because of a medical condition or medical treatment prior to the effective date of coverage, then the employee shall be entitled to any accrued sick leave to cover the period of the employee's disability.

11.5 Short and long term disability shall be provided by an insurance company under a plan to be made available to employees. The insurance company administering the plan shall determine eligibility for disability benefit.

11.6 Employees who require sick leave shall notify WU as soon in advance as is practicable. The notification shall include the date the required leave is expected to begin and the date of anticipated return from leave. Any employee requiring disability leave shall comply with the medical certification process established by the disability insurance company.

11.7 Pregnancy-Related Sick Leave: Disability due to pregnancy or child birth is treated like any other disability as described in 11.2 above, and runs concurrently with Parental Leave as described in Section 12.2.

11.8 Employees who become disabled before they become eligible for disability leave may request an unpaid leave of absence under Article 12.

11.9 Health insurance coverage for employees on approved disability leave because they are physically unable to work shall be maintained for a period of up to twelve (12) months.

11.10 If an employee is on paid or unpaid sick leave or disability leave on January 1 and returns to work during the calendar year, the employee will receive credit for vacation and sick days for that calendar year according to his or her seniority.

11.11 This section shall comply with Family & Medical Leave Act (FMLA), and FMLA leave shall run concurrently with any paid or unpaid sick leave.

ARTICLE 12. LEAVE OF ABSENCE

12.1 General Leaves

12.1.1 Leaves of absence without pay may be granted at WU's discretion for good cause, for a period of up to six (6) months. Upon mutual agreement of the employee and the appropriate supervisor, such leaves may be extended for up to six (6) months. Leaves of absence will not be unreasonably denied.

12.1.2 Employees shall not accumulate vacation, sick leave, or other benefits during such leaves of absence.

12.2 Parental Leave.

12.2.1 An employee is eligible, upon their written request, for up to six (6) months of paid and unpaid leave within the first year after the birth, foster placement, or adoption of a child. All parents welcoming a new child, either by birth, foster placement, or adoption, will receive up to 12 weeks of leave paid at 100% of the employee's average pay to be taken within the first year after birth, placement, or adoption. Birth parents may begin their leave up to two weeks prior to their due date without being required to provide supporting medical documentation. This portion of leave will be unpaid, and the employee may choose to use available sick pay or vacation pay. Birth parents will receive an additional 6 weeks of leave immediately following the birth of the child, paid at 100% of the employee's average pay. Birth parents recovering from a C-section or a medically supported disability following a vaginal delivery are eligible for an additional 2 weeks of leave, paid at 100% of the employee's average pay. To the extent the employee is eligible for disability or paid family leave benefits under state law, the employee is responsible for accessing such benefits, and WU will pay the difference between such benefits and the amounts provided by the paragraph, to the extent permitted by law.

12.2.2 This section shall comply with the Family & Medical Leave Act (FMLA) and FMLA leave shall run concurrently with any paid or unpaid leave.

12.3 Military Leave.

12.3.1 Employees inducted into the armed forces shall be granted leaves as required by federal law.

12.4 Compassionate/Bereavement Leave

12.4.1 In the event of the death of a relative as described in Article 14 (Justice, Equity, and Inclusion), absence with full pay for up to five (5) days will be permitted.

In the event of the death a close friend of an employee, WU will allow, with due regard for WU's operational needs, a maximum of three (3) days paid time off to attend the funeral with the express consent of the employee's supervisor. Use of accrued vacation or personal days for any additional days of bereavement leave beyond the allotted days, including consideration for travel outside of the country, will be permitted with supervisor's consent, which shall not be unreasonably withheld.

12.5 Jury Duty.

12.5.1 When an employee is called for jury duty, he or she will be paid full pay for the time he or she serves, provided that proof of jury duty service satisfactory to WU is furnished to WU and the money received for serving on jury duty is paid over to WU.

12.6 Return From Leave.

12.6.1 An employee returning from an authorized leave of absence will experience no loss of seniority and shall normally be permitted to return to the same or similar position, including entitlement to their same pay plus any across-the-board increases given during the leave.

12.7 Notification of Return From Leave of Absence

12.7.1 Any employee who wishes to return from an approved leave of absence earlier than anticipated, shall provide to their supervisor one (1) weeks' notice of the intended date of return from a medical leave, and two (2) weeks' notice for a return from any other leave.

12.8 Union Leave and Convention.

12.8.1 Not more than once every two (2) years, WU shall, consistent with WU's operational needs, provide a reasonable number of the Guild representatives three (3) consecutive days (which shall include two (2) weekend days) of unpaid leave to attend the Guild convention provided that such leave does not interfere with the employee's work and the employee notifies their supervisor at least thirty (30) days in advance.

12.8.2 WU shall provide reasonable paid leave for the Guild officers and for designated shop stewards. Guild shall notify WU of the names of the designated Guild representative(s). Paid union leave may be used for a reasonable number of Guild representative(s) to participate in grievance and arbitration procedures, contract negotiations or meetings, or conferences with WU. The designated representative must notify their supervisor in advance of

union leave and the scheduling of such leave must be mutually agreed by the employee and their supervisor. Such leave shall not be arbitrarily denied. Guild membership meetings must be scheduled on employees' own time.

ARTICLE 13. CONTRACT ADMINISTRATION

13.1 WU shall recognize and deal with such representatives as the Guild may appoint or elect for the purpose of investigating and processing complaints or grievances arising between the parties. the Guild shall notify WU in writing of the names and work locations of the designated Guild representatives.

13.2 WU shall provide reasonable paid leave for designated Guild representatives for the purpose of contract administration, including participation in grievance and arbitration proceedings, contract negotiations, or meetings or conference with WU. The designated representative must notify his or her supervisor in advance of Union leave, and the scheduling of such leave must be mutually agreed upon by the representative and his or her supervisor. Such leave shall not be arbitrarily denied. Guild membership meetings must be scheduled on the employees' (members') own time.

13.3 WU shall make available to the Guild any information, record or records whatsoever that are necessary to the Guild's performance of its duties as the collective bargaining agent without undue delay.

13.4 WU shall furnish the Guild, within ten (10) working days, written notice of each new hire (including name, home address, telephone number, social security number, date of hire, classification, working address and starting salary), and each termination, layoff, discharge or discipline and the reason therefore. WU shall provide copies to the Unit Chair of the Guild and to the appropriate Guild representatives.

13.5 In any WU office, the Guild may post notices and leaflets to its members on bulletin boards.

ARTICLE 14. JUSTICE, EQUITY, AND INCLUSION

The following terms shall be interpreted and applied in a manner consistent with federal laws and regulations.

14.1 Nondiscrimination

14.1.1 Workers United and the Guild commit to a firm policy of nondiscrimination on the basis of age, race, ethnicity, color, legal sex, pregnancy, religion, national origin, citizenship, immigration status, military status, veteran status, disability, body size, sexual orientation, gender identity, gender expression, marital status,

parental status, family status, caregiver status, union membership, or any other characteristic protected by applicable local, state or federal nondiscrimination laws.

14.1.2 Employer is committed to ensuring equal employment opportunity and will not engage in or tolerate discrimination (including any form of unlawful harassment or retaliation) on account of a person's age, race, ethnicity, color, legal sex, pregnancy, religion, national origin, citizenship, immigration status, incarceration status, political status, military status, veteran status, disability, height, weight, sexual orientation, gender identity, gender expression, marital status, parental status, family status, caregiver status, union membership, or any other characteristic protected by applicable local, state or federal nondiscrimination laws.

14.1.3 For purposes of "family status" herein, "family" is defined to include both:

a. any individual who would constitute a "family member" within Philadelphia's Promoting Healthy Families and Workplaces Ordinance § 9-4103(8),

b. any individual where the relationship creates an expectation that the employee care for the individual and the individual depends on the employee for care and/or where the relationship creates an expectation that the individual care for the employee and the employee depends on the individual for care.[1]

14.2 Promoting a Safe and Inclusive Workplace

14.2.1 The Employer will not tolerate discrimination or harassment of bargaining unit members (whether by supervisors, coworkers or third parties, such as vendors or consultants). Furthermore, the Employer absolutely prohibits retaliation against any person who, in good faith, reports a possible violation of the contract or participates in an investigation into such behavior. The specific manner in which the Employer addresses such behavior is at Employer's discretion. However, input from impacted unit members and/or parties shall be solicited and considered in determining the response, if such input is provided. Examples of prohibited behaviors under this Section include, but are not limited to:

[1] This definition of "family" and/or "family member" will apply only to this Article 9 and such other provisions in this Agreement where it is expressly incorporated by reference. Further, the parties agree that this definition of "family" is not intended to, and will not be deemed to, substitute for or replace any definition of "family" or "family member" under any otherwise applicable federal, state or local law or under any plan document(s) governing any employee benefit.

a. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature;

b. the use of epithets, slurs, negative stereotyping, microaggressions, derogatory or insensitive jokes, pranks, or comments based on any of the characteristics identified in Section 1;

c. abuse of authority; and bullying.

14.2.2 In addition to protecting against the above, Employer also wants to foster an environment where toxic behaviors are identified early and addressed effectively. This includes recognition of the complexities presented by intersectional identities and other power dynamics at play in impacted relationships. The specific manner in which the Employer addresses such behavior is at Employer's discretion. Examples of toxic behavior include but are not limited to:

a. commentary which tokenizes or "others" an individual in a subordinate position and/or due to marginalized identity, use of language which reinforces stereotypes or is otherwise associated with historical or social oppression, and/or

b. otherwise disrespectful behavior from supervisors or colleagues that creates a pervasive and hostile work environment.

14.2.3 If a bargaining unit member of a protected status outlined in Section 1(a) of this article is assigned to travel for work and deems it unsafe, the bargaining unit member should notify their supervisor immediately and engage in discussion to consider reasonable adjustments to minimize risk; any such adjustment is at Employer's discretion except that Employer will not require travel that would foreseeably entail risk of imminent danger.

14.3 Recruiting and Retaining Black, Indigenous, and Other Staff of Color

14.3.1 Once yearly, the Employer will release to the Guild an annual report on the demographics of all new hires into, promotions within, and separations from the bargaining unit for the prior fiscal year (to the extent such information is available to Employer). In the first year of this Agreement, regardless of the foregoing, Employer will release such a report on the date above or six (6) months from ratification, whichever occurs later. The hiring interview process will include discussion of Employer's organizational commitment to address racial justice and equity and become an anti-racist organization. Onboarding

will include anti-racism training. Such report will include information on Employer's racial justice and equity work during the prior year.

14.4 Commitment to Ongoing Education in Racial Justice, Equity, and Inclusion

14.4.1 Training opportunities will continue to be provided to facilitate staff knowledge and skills for centering and advancing racial justice, equity, and inclusion to build an anti-racist workplace at least annually.

14.4.2 The Employer is committed to developing a more cohesive and consistent approach to training, assessing the need for updates annually. Recommendations and input from bargaining unit members and management may be discussed in the Labor-Management Committee. Training topics may include white supremacy, immigrant and undocumented workers rights, racism within the US and within sexual and reproductive healthcare, microaggressions, and repair models.

14.4.3 The Employer may utilize internal or external trainers for such work, and will seek feedback from training attendees regarding staff needs and their desired objectives.

14.4.4 If bargaining unit members identify anti-racist training outside of that provided by Employer that they wish to participate in during their scheduled work hours, they shall request approval from their immediate supervisor; approval of such requests is at Employer's sole discretion.

14.5 Supporting a More Inclusive Workplace for Staff with Disabilities

14.5.1 Within six (6) months of the ratification of this Agreement or a full-time assignment to an office, whichever occurs later, the Employer will notify the Guild, and the Guild may gather voluntary feedback from bargaining unit members, centering those with self-identified disabilities, about work-related accessibility experiences, and provide recommendations to Employer to support a culture and workspace that are accessible and inclusive for staff with disabilities.

14.5.2 The Employer will ensure that all bargaining unit members are aware of the general process for requesting reasonable accommodations and assessing requests for reasonable accommodations.

14.6 Supporting a More Inclusive Workplace for LGBTQ+ Staff

14.6.1 All bargaining unit members shall have the option to self-select their pronouns at onboarding and to change their selections thereafter, including the option not

to select any pronouns, in such a manner as determined by the Employer. No member shall be compelled to select pronouns. For bargaining unit members who select pronouns, the Employer will include those pronouns on appropriate office signs, business cards, staff name tags for internal and external events, and on other event materials if staff names are listed, where practical and to the extent such materials exist; provided that Employer shall have no obligation under this Section 14.6 to ensure the content of name tags and other event materials prepared by third parties.

14.6.2 Upon request of a bargaining unit member who has gone through a legal name change and requests that their name be updated in all workplace materials, the Employer will endeavor to update such materials (e.g., digital communication platforms, printed office materials and publications, workplace equipment, email, etc.) to the extent possible. To the extent reasonably possible, the Employer will also honor bargaining unit member requests to use a preferred name, even if it is not their legal name. Notwithstanding the foregoing, nothing in this Section 6 is intended or shall be construed to require the Employer to violate any record retention or other legal obligation with respect to bargaining unit member benefit or other personnel records; further, it is understood that legal names may be required for purposes including but not limited to tax records and travel.

14.7 Supporting a More Size-Inclusive Workplace

14.7.1 At meetings of the Labor-Management Committee, the Guild may provide recommendations as to how the Employer can build a more inclusive workplace for staff of all sizes.

14.7.2 Neither the Employer nor Employees will endorse diet culture via the promotion of activities, contests, or "wellness programs" that encourage and/or incentivize members on the basis of weight-related "achievements" (e.g. weight loss, reduction in BMI, diet-related goals, etc.). The Employer will make reasonable efforts towards ensuring that all physical spaces designated for use by bargaining unit members of varied sizes are accommodating and accessible, to the extent practical. At a minimum, the Employer will follow these guidelines:

a. When bargaining unit members must travel for work and where the rules of the relevant carrier require either the purchase of an additional seat or an upgrade to a larger seat for safe travel, the Employer will cover the cost of the purchase of the second seat or the upgrade, whichever is less.

b. When travel arrangements are being coordinated on behalf of a member, the bargaining unit member must make any necessary accommodation requests in writing to the individual making arrangements.

c. When organizing events outside of Employer's office space, the Employer will make reasonable efforts to prioritize venues that offer size-accessible facilities, (e.g., size-accessible seating, bathrooms, and entry/exit).

d. When any branded merchandise provided to bargaining unit members that run in multiple sizes (i.e., T-shirts and jacket), Employer will make reasonable efforts to provide a wide range of sizes up to at least 4X in t-shirts. If a manufacturer is identified that can provide larger, union made sizes, the employer will offer the branded merchandise by member request where practical and not unreasonably cost-prohibitive.

ARTICLE 15. SENIORITY

15.1 Upon the completion of the probationary period specified in Article 3, seniority shall be established as of the last date of hire, or in the case of employees transferring directly from an affiliate's payroll to the International payroll, as of the most recent date of hire on the affiliate's payroll, for all purposes except pension service. Seniority shall be applied as set forth in this Article for any application of seniority required by this Agreement unless otherwise specified.

15.2 Employees transferred into a bargaining unit represented by the Guild from any other assignment, whether or not represented by the Guild, shall regain their previously accumulated seniority for all purposes upon completion of six (6) months of service in the new unit. Employees who become part of a "new" bargaining unit as the result of the merger of two (2) or more bargaining units shall retain their seniority and shall not be subject to the six (6) month wait.

15.3 If an employee leaves the bargaining unit in order to take a supervisory position and at a later date returns to the bargaining unit, he/she shall retain all of his/her seniority as accrued as an employee of WU. However, any seniority accrued while in supervisory positions cannot be used for purposes of layoff and recall.

15.4 Seniority is tracked separately for full-time salaried employees and part-time hourly employees, such that seniority will reset for an employee who moves from a part-time hourly to a full-time salaried position.

ARTICLE 16. LAYOFF, RECALL, AND VACANCIES

16.1 In the event of a layoff, for each classification in which a layoff will occur, Employees in their probationary period shall be laid off first. Prior to the initiation of layoffs, the parties may discuss the possibility of a voluntary separation program.

16.2 Among employees who have completed their probationary period, layoff and recall, if necessary, shall be by job classification and where skill and demonstrated ability are relatively equal, in order of seniority.

16.2.1 In the event that WU needs to permanently staff geographical territory not presently covered by its existing staff, add a permanent position in a geographical territory, or replace a position that has become vacant (i.e. the "vacant position"), it shall offer the vacant position to the employees who would otherwise be laid off, by job classification and where skill and demonstrated ability are relatively equal, in seniority order. To the extent that no employee volunteers to accept the vacant positions, then WU shall be entitled to force the least senior employee who would otherwise be laid off to accept the vacant position.

16.3 WU shall inform Guild two (2) weeks prior to any layoff and discuss the layoff with Guild prior to implementing the layoff.

16.4 Should a vacancy occur for which a previously-qualified employee was laid off from the same classification within twelve (12) months, such employee shall have right of first refusal for the vacancy. Should a vacancy occur for which there is no previously-qualified, laid off employee, then any employee laid off from the bargaining unit shall be given equal consideration for the vacancy should they apply. The laid off employee has the burden of proving their qualifications for work other than that which they were performing at the time of their lay off unless the employee held the position within the last 12 months. WU shall provide to Guild in writing, the reason for disqualifying a laid off employee for an open position. WU may require an employee recalled for work of a kind other than that which they was performing at the time of their layoff or within 12 months prior thereto, to have a probationary period of up to 90 days (which may be extended an additional ninety (90) days by mutual agreement) in which to qualify. In the event an employee with established seniority is unable to satisfactorily complete the foregoing trial period, such employee may be laid off by WU without recourse to arbitration under Article 25, but shall retain recall rights in accordance with seniority and qualifications as provided above in this Article.

16.5 In the event an employee is laid off, such employee shall receive severance pay in the amount of two (2) weeks of pay for every year of service up to fourteen (14) weeks' pay; provided, however, that an employee who is discharged for just cause, retires

under a staff retirement plan or quits is not entitled to severance pay. Any employee receiving severance pay shall be deemed terminated. To be eligible for severance, an employee must execute a General Release provided by WU.

16.6 An employee shall be deemed terminated if they are laid off for a period of more than twelve (12) months.

16.7 WU shall continue to provide health insurance to laid off employees for a period of three (3) months following their lay off; in special circumstances WU may approve additional time at its discretion.

16.8 In the event of job vacancies within 12 months of a layoff, WU will share job postings for bargaining unit positions with the Guild. A job vacancy shall exist when WU determines the need to hire a new person in a job classification either due to a resignation, dismissal, promotion, or expansion.

ARTICLE 17: EXPENSES AND EQUIPMENT

17.1 Necessary expenses incurred by employees while performing assigned duties shall be paid by WU.

17.2 Equipment.

17.2.1 Full-time and part-time bargaining unit employees will provide their own cell phone and be reimbursed up to $125 per month toward the cost of a plan of their own choosing provided the plan includes unlimited call, text, and data, and the device has no less than 256 GB storage.

17.2.2 Alternatively, full-time bargaining unit employees who have completed probation may elect for WU to provide a cell phone and a plan that meets their business requirements, subject to WU rules for such devices.

17.2.3 Each employee shall be reimbursed up to $35 for purchase of a cell phone hands-free device (i.e., headphones with microphone) upon submission of a bona fide receipt. Newly-hired employees may be reimbursed immediately once during the calendar year of their hiring.

17.2.4 Laptops. For full-time employees who have completed probation and are required to use a laptop computer for work, WU will reimburse up to $750 ($1000 for Communications and Data staff) for purchase of the employee's new laptop during each 2 year period during which time the employee shall be responsible for maintenance and/or replacement to ensure they have a laptop in good working order and comply with WU rules regarding laptop

security and usage. Alternatively, such employee may elect for WU to provide a laptop computer subject to WU rules for such devices.

17.3 Per Diem. WU will provide a per diem equivalent to the then-current minimum IRS Meal & Incidental Expense amounts. For example, effective 10/1/2024 these rates are:

$68 full day away from home
To be deducted if paid or provided: $16 breakfast, $19 lunch, $28 dinner
$51 first and last day of travel

In the event IRS Meal & Incidental Expense amounts are reduced or eliminated, the higher of the 10/1/2024 rates or most-recent rate shall apply.

17.4 When an employee is permanently transferred to an area which necessitates moving the employee's family and household furnishings, WU will bear all such legitimate expenses to a maximum of $2500.00. Moving expenses shall not be covered in circumstances where the employee requests and receives such a transfer.

17.5 WU will maintain an expense reimbursement system which will provide reimbursement of employee business expenses within ten (10) days of receipt of required expense forms. Employees are required to submit expenses for reimbursement within thirty (30) days of incurring them. Business expenses will be reimbursed only if duly authorized prior to purchase and if required proof of purchase such as itemized receipts are provided.

17.6 Each employee shall be reimbursed for internet service within their home at a reasonable rate, no more than $100 per month.

17.7 Where worksite access requires purchase of goods to complete worksite visit assignments, such purchases may be reimbursed up to a maximum of $20 per week with submission of itemized receipt.

ARTICLE 18: AUTOMOBILES

18.1 Employees will be reimbursed business mileage required by assigned work at the then-current standard IRS business mileage rate (i.e., $0.70 for 2025), except that employees listed in Appendix B will instead be paid a lump sum auto allowance in lieu of business mileage reimbursement in the amount of $750 per month.

18.2 Employees are eligible for the following benefits if (a.) their assignment requires frequent, substantial use of employee’s vehicle, and/or (b.) their average monthly business mileage is at least 50 miles per month:

18.2.1 Once the employee drives a vehicle 120,000 miles for business purposes,

he/she may elect to purchase a new vehicle. In that event, WU shall pay the employee the sum of $2,000 to be used towards the purchase of a new car.

18.2.2 WU shall provide reimbursement for insurance for the employee's vehicle used for business purposes, up to a maximum of $2,500 in a 12 month period, grossed up (i.e., to cover up the cost to employee after taxes up to $2,500). Employees shall be required to maintain insurance coverage of no less than $100,000 each person / $300,000 each accident for Bodily Injury Liability and $50,000 each accident for Property Damage Liability.

18.2.3 WU shall provide reimbursement of (a) up to $250.00 per year for the cost of maintenance and care of the employee's vehicle that is used for business purposes, and (b) a replacement set of tires after 50,000 miles of use for business purposes to a maximum of $1000.00.

18.2.4 WU shall provide reimbursement up to $35.00 once per month for the cost of a car wash, documented by receipt, for all vehicles used regularly for business.

18.2.5 All gas receipts for business mileage required by assigned work shall be reimbursed in weekly expense reports.

ARTICLE 19. GRIEVANCE AND ARBITRATION

19.1 Step 1: Any dispute concerning the interpretation or application of this Agreement shall be taken up in the first instance upon presentation of a written grievance between the employee (and the Guild representative, (if requested) and their supervisor within fourteen (14) calendar days of its occurrence or reasonable knowledge of such.

19.2 Step 2: If the dispute is not resolved at Step 1 or within ten (10) days following presentation of the written grievance, the Guild shall have fourteen (14) calendar days after submission of the written grievance, to submit the grievance to the Director/Manager of the Department of WU. If the immediate supervisor is the Director/Manager of the Department then the grievance may proceed directly to Step 3. The Director/Manager or his/her designated representative and the Guild representative shall meet in person or by any other means available and the grievant shall have the right to be present for the meeting. The WU representative shall provide the Guild and the grievant with a written response to the Step 2 meeting, stating the grounds for the action and the basis for the denial of the grievance, within the fourteen (14) calendar days of the conclusion of the meeting.

19.3 Step 3: If the dispute is not settled, it shall then be taken up by the Guild with the Director of WU or his designee. The Guild has fourteen (14) calendar days from the

receipt of the written response to the Step 2 meeting to refer the grievance to the Office of the President or his designee. The Office of the President and the Guild representative shall meet in person or by any other means available and the grievant shall have the right to be present for the meeting. The Office of the President shall provide the Guild and the grievant with a written response to the Step 3 meeting stating the grounds for the action and the basis for the denial of the grievance, within fourteen (14) days of the conclusion of the meeting. A grievance between the Guild and WU concerning an issue that affects a majority of the bargaining unit or a job classification in its entirety may be brought to an immediate third (3rd) step without resort to any earlier step.

19.4 Step 4: Any dispute not resolved at the third (3rd) step may be taken to arbitration. In any event, no matter may be submitted to arbitration beyond twenty-one (21) calendar days after the third (3rd) step answer has been provided to the Guild unless extended by mutual agreement of the parties. Notwithstanding the above steps of the grievance procedure, grievances shall be handled at the level at which they arose.

19.5 Grievances subject to arbitration shall be submitted to an arbitrator selected from a panel provided by the Federal Mediation and Conciliation Services (FMCS) under the rules of that body or another mutually agreeable arbitrator. The arbitrator's decision is final and binding on all parties.

19.6 The arbitrator shall have no power to add to or subtract from this Agreement, but shall rule only on interpretation of the existing Agreement. Back pay awards are limited to lost wages and benefits the arbitrator deems necessary to ensure the grievant is made whole.

19.7 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties.

19.8 The food allowance and expenses of employees during participation in grievance and arbitration procedures, contract negotiations, and conferences with WU shall be paid by the Guild.

19.9 The grievance procedure set forth in this Agreement and the collective bargaining process provide the sole and exclusive means of resolving any and all differences between the Guild and WU. The Guild representatives will advise WU of any concerns affecting its members, and WU will endeavor to address those issues. Where the parties cannot agree to an amicable resolution, the Guild will utilize the grievance procedure, including the arbitration process where applicable, to resolve the issue. There shall be no strikes, slowdowns, or work stoppages for the life of this Agreement, WU will not lock out bargaining unit employees for the life of the Agreement.

ARTICLE 20. HEALTH AND SAFETY

20.1 WU shall make reasonable provisions to assure the safety and health of staff during their hours of work.

22.2 The Labor Management Committee shall meet additionally for the purpose of periodically reviewing working conditions and ergonomic issues as they relate to or affect employees' health and safety. WU shall consider the recommendations made by the LMC and shall bear the costs for any training, upgrading and/or modifications it agrees to implement. It is understood by the parties that where Article 14, Justice, Equity and Inclusion provides for discussion via the Labor-Management Committee, relevant health and safety considerations may also be raised for discussion with the Committee.

22.3 WU shall provide upon request a full explanation of all employee benefit programs and contact numbers for all benefit programs.

ARTICLE 21. IMMIGRANT RIGHTS

The following terms shall be interpreted and applied in a manner consistent with federal laws and regulations.

21.1 Union Notification

21.1.1 In the event the Employer becomes aware of a question as to whether a bargaining unit member is legally authorized to work in the United States, the Employer shall notify the member within one (1) business day. Such notice shall include a statement that the member has the right to seek advice/assistance from the Guild and/or the Workers United Staff Union if the member wishes to do so and shall include the following contact information: Bill Ross, Executive Director TNG-CWA Local 38010 (bross@local-10.com; (267) 240-8540 cell; (215) 928-0118 office).

21.2 Updating Information

21.2.1 The Employer may not discharge or in any manner discriminate, retaliate, or take any adverse action against a member because the member updates or attempts to update their personnel records to reflect accurate changes to their lawful name or valid Social Security number.

21.2.2 Notwithstanding the foregoing, nothing in this Section 2 shall (a) preclude the Employer from taking disciplinary action against a member who knowingly provided false information to the Employer at any time during their

employment or (b) require the Employer to continue the employment of a member under a name or Social Security number it knows to be invalid or inaccurate.

21.3 Social Security No-Match

21.3.1 Upon receipt of a "no match" letter from the Social Security Administration, the Employer will provide a copy of the notice to any referenced member, along with a statement that the member may seek advice/assistance from the Guild and/or the AccessMatters Union if the member wishes to do so and shall include the following contact information: Bill Ross, Executive Director TNG-CWA Local 38010 (bross@local-10.com; (267) 240-8540 cell; (215) 928-0118 office). As applicable, the Employer will redact from the notice to each referenced member information pertaining to any other referenced member or other employee.

21.3.2 Where following receipt of a no-match letter the Employer identifies an input or reporting error on its part, the Employer will take appropriate steps to report corrected information and to update the referenced member(s) as to the steps taken.

21.3.3 Where the Employer does not identify any input or reporting error on its part, the referenced member(s) will be required to timely cooperate with the Employer to confirm if the Employer's records accurately reflect the referenced member's name and social security number (SSN). If an error is discovered, the Employer will take steps (1) to report the corrected information provided by the member, if and to the extent the Employer is permitted to do so, and to update the member(s) as to the steps taken and/or (2) to advise the referenced member(s) as to their responsibility to address the reported no-match. If, following a member's cooperation, no error is discovered, the referenced member(s) shall be solely responsible, and shall be provided a reasonable amount of time not to exceed eight (8) federal government working days, to address the reported no-match. If a member is unable to resolve a no match in such time period, the member shall be placed on unpaid leave pursuant to Section 4 below.

21.3.4 Alternatively, if the member does not intend to take any action to address the reported no-match, they shall advise the Employer of that within five (5) working days of being notified by the Employer of their responsibility to do so. A member who advises the Employer that they do not intend to address the no-match shall be subject to immediate termination and shall not be entitled to any period of leave under Section 4 below.

21.3.5 A "no match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against a member, including firing, laying off, suspending, retaliating, or discriminating against any such member.

21.4 Expiration of Documents

21.4.1 As applicable, the Employer will work with members to issue letters providing anticipated employment start and end dates in connection with grant or project periods if needed for renewal of their visa applications or immigration status application.

21.4.2 If a member's work authorization (including any automatic extensions thereof) has expired or if the Employer otherwise determines a member's legal authorization to work in the United States is in question, the affected member shall be placed on unpaid leave for a period not to exceed 90 days during which time they may attempt to resolve their status.

21.4.3 During any such leave, the member shall be permitted to use available paid time off, if any, at the Employer's sole discretion. If the member's status is resolved within such 90-day period such that the Employer is legally permitted to employ the member, the member shall return to their former position without loss of seniority. If the member's status is not resolved within such 90- day period, the member's employment with Employer shall be automatically terminated as of the 91st day following the start of their leave. If the member's status is resolved within such 90-day period such that the Employer is not legally permitted to employ the member, the member's employment with Employer shall be terminated as of the date of such resolution.

21.4.4 If after the member's termination, they become eligible to be hired legally, the the member may return with no penalty towards seniority.

21.5 Law Enforcement Cooperation

21.5.1 Except in an emergency or as otherwise required by applicable law, the Employer's practice will be to require any federal, state or local law enforcement to present a signed warrant prior to entering any non-public area(s) of Employer's workplace.

ARTICLE 22. LABOR-MANAGEMENT COMMITTEE

22.1 The parties shall establish a Labor-Management Committee to discuss areas of mutual concern. The Labor-Management Committee shall consist of two (2) people selected

by WU and two (2) people selected by the Guild and shall meet at least quarterly. Meetings shall be held virtually, and may occasionally be held in-person by mutual agreement of the parties. For in-person meetings, WU shall pay all travel expenses within WU travel policy (i.e. hotel, transportation, per diem) for the two (2) the Guild representatives). The Committee shall have the authority to establish other committees to work on specific areas of mutual concern.

22.2 Each Party to this Agreement (the Guild and WU), will treat one and other with the utmost respect and dignity.

ARTICLE 23. NEW HIRE ORIENTATION AND TRAINING

23.1 Within 30 days of hire, Workers United will provide training to newly hired bargaining unit members, depending on the staff person's need. This training period will include:

a. An in-depth new staff orientation conducted by the employee's supervisor. This orientation includes but is not limited to an overview of:

i. Employee benefits;

ii. Reimbursements, the limits, expectation of approval, and processing;

iii. Pay schedule;

iv. Car allowance, where applicable;

v. Organization structure and roles;

vi. Internal campaign communications;

vii. Role standards and expectations, including but not limited to external and internal organizing standards for organizing positions, as determined by role scope; and

viii. training as specified in Article 14 (Justice, Equity, and Inclusion).

b. Copies of, or electronic access to, those policies, procedures, and forms applicable to the training described in this Article.

c. Shadowing other staff in adjacent roles on job duties, as applicable and when practical.

d. Where relevant to assignment, an orientation and initial training in tech platforms led by appropriate staff. As necessary and requested by employees,

new hires will also be provided training on any software that they are reasonably expected to use in connection with their employment.

e. Notwithstanding the above, all training content and changes thereto is at WU's sole discretion.

ARTICLE 24. PAID TIME OFF AND RETURN HOME

24.1 WU employees are expected, as part of their job, to work in the field, including organizing or contract campaigns, WU membership meetings, educational or training programs and demonstrations or actions. These activities often require weekend work, because that is the only time most WU members are able to participate in union activities. WU also recognizes that frequent weekend work can be a burden and interfere with an employee's personal and family needs.

24.1.1 When work is required on Saturdays or Sundays, WU will allow employees to take off three (3) days every other week except when special circumstances arise that require the employee to remain on the job. Employees who are unable to take three (3) days off from work every other week due to special circumstances may take such days as paid time off at the time to be mutually agreed with his or her supervisor. To encourage employees to take paid time off as soon as possible, accumulation of paid time off for weekend work shall not exceed ten (10) days. Within driving distance, employees will be allowed to return home when weekend work is not required.

24.2 Weekend work for staff assigned to work in the field away from their home area must be documented by submission of expense reimbursement forms. If forms are not submitted within thirty (30) days of the weekend worked, then the employee will not be entitled to paid time off.

24.3 By mutual agreement of the employee and the supervisor, an employee may take the equivalent number of days off on a different schedule than every other weekend off.

24.3.1 WU will provide transportation to enable employees who are assigned away from home beyond normal driving distance to return home for the paid time off described in Section 19.1. Employee travel arrangements shall follow WU travel policy unless mutually agreed between the employee and the supervisor. The time required to travel will not be included in the paid time off, but WU may provide alternate transportation to reduce the required travel time. For purposes of this Article, the days before and after the three (3) days off every other week shall be considered travel days. On travel days, the time worked plus the time spent traveling must add up to a full day's work.

24.3.2 Employees will not be required to work in the field away from their home area more than two (2) consecutive weekends except under extraordinary circumstances as determined by WU. In such extraordinary circumstances, the employee's supervisor will notify the employee of the need to work a third (3rd) consecutive weekend in writing in advance. Each weekend day on a third (3rd) consecutive weekend worked as a result of extraordinary circumstances where the employee has been notified in writing shall be compensated with two (2) compensatory days off. No compensatory days will be given where work on the third (3rd) consecutive weekend is voluntary. Under no circumstances may a supervisor require an employee to work a fourth consecutive weekend.

24.4 Employee's current PTO balances will be available for review on pay stubs, ADP, or other payroll service systems as soon as practicable.

ARTICLE 25. TEMPORARY EMPLOYEES

25.1 "Temporary employees" are employees hired on a full-time or part-time basis for projects on a temporary basis, including but not limited to organizing campaigns, contract campaigns, or internal projects, as well as volunteer organizers and interns engaged for such projects. No hiring of a temporary employee or volunteer organizer shall result in layoff of bargaining unit employees. Temporary employees are not covered by this Agreement.

a. Temporary employees shall not be employed for more than twelve (12) months in an eighteen (18) month period, except that by mutual agreement of Workers United and the NewsGuild, the employment of the temporary employee may be extended beyond the twelve (12) months.

b. Temporary employees and interns may be considered for regular positions to which they apply. In the event that Workers United elects to hire a temporary employee or intern for a regular position, and the temporary employee performs services for Workers United for a period of twelve (12) months at an average of at least 20 hours weekly, then the newly hired employee shall only be subject to a probationary period of sixty (60) days. If a temporary employee performs services for Workers United for a period of nine (9) months at an average of at least 10 hours weekly, then the newly hired employee shall only be subject to a probationary period of a hundred and twenty (120) days. The probationary period may be extended upon the mutual agreement of both parties.

c. Criteria that determines how a temporary employee or intern is selected for regular employment will be established by WU to include required work experience and performance expectations.

25.2 Workers United shall make good faith efforts to make bargaining unit members aware of changes to temporary staffing that impacts the bargaining unit member's work, as soon as practical and as appropriate.

25.3 Workers United shall provide the NewsGuild with a list of temporary employees, including Voluntary Organizers, Apprentices, and Interns on a quarterly basis upon request.

ARTICLE 26. SEVERABILITY

26.1 Should any part or provision of this Agreement be invalid for any reason, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

ARTICLE 27. UNION SECURITY

27.1 To the extent permitted by law:

27.1.1 All present non-probationary employees shall become members of the Guild and shall maintain their membership as a condition of employment thirty (30) days after the execution or effective date of this Agreement, whichever is later.

27.1.2 All present and future probationary employees shall join the Guild not later than thirty (30) days after their first date of employment or the execution or effective date of this Agreement, whichever is later, and shall maintain their membership in the Guild as a condition of employment.

27.2 WU agrees to deduct dues and initiation fees from the wages of each of its employees who has lawfully authorized and directed WU in writing to check off their Guild dues and initiation fees. WU shall remit the monies deducted to the Guild monthly.

ARTICLE 28. ARTIFICIAL INTELLIGENCE

28.1 Both parties understand that Artificial Intelligence (AI) may have an impact on bargaining unit work and agree:

28.1.1 Use of generative AI, such as image/art generation for use in materials or communications work, is discouraged and shall not be required where reasonably comparable alternatives exist.

28.1.2 The majority of all final produced content shall not rely on generative AI to the exclusion of human creative work.

28.1.3 Use of AI shall not result in elimination of the bargaining unit positions in existence upon ratification of this Agreement.

ARTICLE 29. PROTECTION OF BARGAINING UNIT MEMBERS

29.1 WU shall make reasonable efforts to make counsel available and to offset economic impacts of bargaining unit members facing fines, judgements, or other penalties imposed upon a bargaining unit member as a direct result of performing assigned WU duties. This shall not include moving traffic violations or any incident resulting from an employee's actions beyond those they were directed to perform by WU. If a bargaining unit member is incarcerated as a direct result of performing their assigned duties, WU shall act immediately towards obtaining their release, and in such circumstance, the bargaining unit member shall continue to receive their regular salary while incarcerated. WU shall provide legal counsel for bargaining unit members at no cost to the bargaining unit member whenever such members are required to appear in court for actions directly resulting from performing duties assigned by WU.

ARTICLE 30. REPRODUCTIVE CARE REIMBURSEMENT

30.1 During the term of this Agreement, WU and the Guild will explore potential solutions to assist with out-of-pocket costs related to fertility care and other reproductive care for bargaining unit members and persons that may be covered by their medical insurance.

ARTICLE 31. MISCELLANEOUS

31.1 No Strikes, No Lockouts. There will be no strikes, lockouts, work stoppages, slowdowns, or picketing during the life of this Agreement. The Guild agrees to support the Employer fully in maintaining operations in every way.

31.2 Third Parties. The Guild and its members shall not disparage WU with third parties, nor seek to undermine or interfere with relationships between WU and third parties, during the life of this Agreement. For purposes of this paragraph "WU" is WU and affiliated Joint Boards, Councils, and Locals; "third parties" are all entities besides WU and Guild.

31.3 Management Rights. The Employer retains and shall continue to have the complete exclusive right to manage its operations and direct its employees, except as expressly limited by specific obligation of the Employer set forth in this Agreement. Neither the failure of the Employer to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right nor a binding precedent restricting management's discretion in any manner.

ARTICLE 32. TERM

This Agreement shall be in full force and effect through and including May 1, 2025 to April 30, 2028, and shall run for successive periods of one (1) year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by Certified Mail during the period between sixty (60) and seventy-five (75) days preceding any expiration date, in which event the Agreement shall expire at 11:59 p.m. Eastern Time of the expiration date.

IN WITNESS WHEREOF, the parties hereto executed and signed this Agreement:

NewsGuild of Greater Philadelphia/
CWA Local 38010

Workers United

Jack Mahoney

APPENDIX A: SALARY AND WAGE SCHEDULES

Classifications:

Grade A	Organizer Communications Specialist Data Specialist
Grade B	Senior Organizer Senior Communications Specialist Senior Data Specialist
Grade C	Lead Organizer Lead Communications Specialist Lead Data Specialist
Grade H	Special Project Organizer

Effective May 1, 2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade A						
Annual	**$61,000**	**$62,830**	**$64,715**	**$66,656**	**$68,656**	**$70,716**
Weekly	$1,173	$1,208	$1,245	$1,282	$1,320	$1,360
Grade B						
Annual	**$64,500**	**$66,435**	**$68,428**	**$70,481**	**$72,595**	**$74,773**
Weekly	$1,240	$1,278	$1,316	$1,355	$1,396	$1,438
Grade C						
Annual	**$68,000**	**$70,040**	**$72,141**	**$74,305**	**$76,535**	**$78,831**
Weekly	$1,308	$1,347	$1,387	$1,429	$1,472	$1,516
Grade H						
Hourly	**$25.15**	**$25.90**	**$26.68**	**$27.48**	**$28.31**	**$29.16**

Effective May 1, 2026 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade A						
Annual	**$62,220**	**$64,087**	**$66,009**	**$67,989**	**$70,029**	**$72,130**
Weekly	$1,197	$1,232	$1,269	$1,307	$1,347	$1,387
Grade B						
Annual	**$65,790**	**$67,764**	**$69,797**	**$71,891**	**$74,047**	**$76,269**
Weekly	$1,265	$1,303	$1,342	$1,383	$1,424	$1,467
Grade C						
Annual	**$69,360**	**$71,441**	**$73,584**	**$75,792**	**$78,065**	**$80,407**
Weekly	$1,334	$1,374	$1,415	$1,458	$1,501	$1,546
Grade H						
Hourly	**$25.65**	**$26.42**	**$27.22**	**$28.03**	**$28.87**	**$29.74**

Effective May 1, 2027 (2%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade A						
Annual	**$63,464**	**$65,368**	**$67,329**	**$69,349**	**$71,430**	**$73,573**
Weekly	$1,220	$1,257	$1,295	$1,334	$1,374	$1,415
Grade B						
Annual	**$67,106**	**$69,119**	**$71,193**	**$73,328**	**$75,528**	**$77,794**
Weekly	$1,290	$1,329	$1,369	$1,410	$1,452	$1,496
Grade C						
Annual	**$70,747**	**$72,870**	**$75,056**	**$77,307**	**$79,627**	**$82,015**
Weekly	$1,361	$1,401	$1,443	$1,487	$1,531	$1,577
Grade H						
Hourly	**$26.17**	**$26.95**	**$27.76**	**$28.59**	**$29.45**	**$30.33**

SIDE LETTER: CLASSIFICATION OF CURRENT B.U. EMPLOYEES

Workers United and the NewsGuild of Greater Philadelphia/CWA Local 38010 (collectively the "Parties") hereby agree that as of 5/1/2025 bargaining unit employees are classified as follows:

Name	Seniority Date	Classification	Grade	Step	HCOL	Current rate	New rate	Period
Austin, M.	08/12/2024	Organizer	A	1		$1,089	$1,173	Weekly
Baker, N.	07/01/2024	Organizer	A	1	Yes	$1,089	$1,263	Weekly
Carpenter, L.	10/01/2022	Organizer	A	3	Yes	$1,089	$1,335	Weekly
Carter, M.	05/15/2023	Organizer	A	2		$1,089	$1,208	Weekly
Clark, C.	05/08/2023	Special Project Organizer	H	2		$24	$25.90	Hourly
Daniels, M.	02/13/2023	Lead Organizer	C	3	Yes	$1,326	$1,477	Weekly
DeVane, L.	06/26/2023	Lead Organizer	C	2		$1,243	$1,347	Weekly
Dray, M.	05/02/2022	Lead Organizer	C	3		$1,292	$1,387	Weekly
Eisen, M.	02/07/2022	Senior Communications Specialist	B	4		$1,248	$1,355	Weekly
Espinal, J.	01/30/2023	Organizer	A	3	Yes	$1,261	$1,335	Weekly
Fogarty, H.	10/03/2022	Organizer	A	3		$1,144	$1,245	Weekly
Galarza, N.	03/04/2024	Organizer	A	2	Yes	$1,236	$1,298	Weekly
Kain, M.	01/24/2022	Organizer	A	4		$1,144	$1,282	Weekly
Langevin, J.	01/30/2023	Organizer	A	3	Yes	$1,089	$1,335	Weekly
Leli, J.	06/05/2023	Special Project Organizer	H	2		$24	$25.90	Hourly
Lisle, M.	06/22/2022	Lead Organizer	C	3	Yes	$1,243	$1,477	Weekly
Marks-Rivera, A.	02/23/2025	Organizer	A	1		$1,089	$1,173	Weekly
Mughal, A.	01/30/2023	Lead Organizer	C	3		$1,181	$1,387	Weekly
Nira, G.	08/14/2023	Special Project Organizer	H	2	Yes	$24	$27.15	Hourly
Ornstein, S.	11/07/2023	Lead Data Specialist	C	2	Yes*	$1,307	$1,437	Weekly
Pappin, S.	11/07/2023	Senior Communications Specialist	B	2	Yes*	$1,224	$1,368	Weekly
Schwartz-Horney, A.	01/03/2024	Organizer	A	2	Yes	$1,224	$1,298	Weekly
Serrano, J.	01/30/2023	Senior Communications Specialist	B	3	Yes*	$1,103	$1,406	Weekly
Tambellini, V.	01/30/2023	Organizer	A	3		$1,089	$1,245	Weekly
Tilton, C.	07/19/2023	Data Specialist / Organizer	A	2	Yes*	$1,224	$1,298	Weekly
Welsh, J.	08/21/2023	Lead Organizer	C	2		$1,203	$1,347	Weekly

**Subject to Appendix C.*

APPENDIX B: AUTO ALLOWANCE

The following employees shall continue to be paid the lump sum auto allowance in lieu of business mileage reimbursement:

Hannah Fogarty

Madison Lisle

Malachi Dray

Matthew Kain

APPENDIX C: HCOL ONE-TIME EXCEPTIONS

The following employees will earn the HCOL differential as long as they continue to be primarily located in a listed HCOL area:

Cary Tilton

Josie Serrano

Sarah Pappin

Shula Ornstein