Collective Bargaining Agreement

Between

NewsGuild of Philadelphia

And

New York New Jersey Regional Joint Board, Workers United an SEIU affiliate

June 1, 2025 - May 31, 2028

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Article 1 - Purpose and Preamble

Section 1

This Agreement is made and entered on this 1st day of June 2025 into by and between Workers United New York New Jersey Regional Joint Board, an SEIU affiliate (hereinafter referred to as the "Employer") and the NewsGuild of Greater Philadelphia, TNG-CWA Local 38010 (hereinafter referred to as the "Union").

Section 2

The parties enter into this Agreement acknowledging the following fundamental understandings:

a. The Employer and the Union share a common mission: to organize workers to win industrial power and achieve higher standards for our members.

b. The parties agree to cooperate to ensure efficient operations and meet the highest standards in pursuit of our mission.

c. The parties agree that it is their mutual aim to always act in such a manner as to treat all bargaining unit and non-bargaining unit employees of the Workers United NY/NJ Regional Joint Board, an SEIU affiliate, the Workers United NY/NJ Regional Joint Board, an SEIU affiliate, officers, and the Workers United NY/NJ Regional Joint Board, an SEIU affiliate, members with dignity and respect.

Article 2 – Union Recognition

The Employer recognizes the NewsGuild of Greater Philadelphia, TNG-CWA Local 38010, as the exclusive bargaining agent for collective bargaining concerning rates of pay, hours of work, and working conditions, according to the Recognition Agreement entered between the parties, for the Employer's employees in job classifications included within the bargaining unit of all Full-Time, regular Part-Time Plus, and regular Part-Time employees.

Office Maintenance
Administrative
Insurance Secretary
Worksite Organizer

Article 3 - Union Security and Dues Check off

Section 1 - Union Membership

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members on the effective date of this Agreement

shall, on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired after its effective date shall become and remain members in good standing in the Union no later than the thirty-first (31st) day following the beginning of such employment. All the foregoing provisions shall be implemented per and consistent with the applicable federal and state laws provisions.

Section 2 - Maintenance of Membership

Bargaining unit members who are required hereunder to maintain membership in the Union and fail to do so shall, upon notice of such fact in writing from the Union to the Employer, be terminated thirty (30) days after receipt of said written notice to the Employer.

Section 3 – Deductions

The Employer shall deduct from each employee's weekly check and pay to the Union by the end of each month the dues and any initiation fees levied by the Union for the current month, provided, however, that the Employer shall have received a voluntary written assignment from each employee on whose account such deductions are made.

Section 4 - Authorization

The assignments shall be in the following forms:

> Declaration: I designate The NewsGuild-CWA Local 38010 as my collective bargaining representative, and to represent me before any Board, Court, Committee or other tribunal in any matter involving collective bargaining. I authorize the NewsGuild-CWA and its Local to represent me in adjusting any grievances I may have in connection with my employment. I pledge to abide by the Constitution of the Communications Workers of America and The NewsGuild-CWA, and by the By-laws of the Local Guild.
>
> I hereby authorize the employer to deduct my Guild membership dues from any salary earned. Dues, assessments, contributions or gifts to The NewsGuild-CWA Local 38010 are not deductible as charitable contributions. Dues paid to The NewsGuild-CWA Local 38010, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code (TNG-CWA Constitution requires that, when turned into the Guild this form be accompanied by an initiation fee).

Section 5 - Hold Harmless

The Union shall indemnify and hold the Employer harmless against any claims, demands, or suits that arise out of or because of action taken or not taken by the Employer to with any of the provisions of this Agreement.

Article 4 - Management Rights

The Joint Board, as directed by its Constitutionally elected staff leadership, shall have the sole power, except as limited by this Agreement, to determine job descriptions, work assignments, standards of work, transfers, discipline for just cause, necessary level of staffing, hiring, determine office hours, direction of staff, goals of Joint Board and how to achieve them.

Article 5 - Successor Clause

This Agreement will be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Should the NY NJ Regional Joint Board merge or consolidate with any other labor organization, the Joint Board shall recognize Local 10 The News Guild as the bargaining representative unless the merger or consolidation partner is also unionized within the same worker classifications (based on assignments, not titles). In such a case, the NYNJ Regional Joint Board will recognize whichever Union is determined to be the representative Union of such workers.

Article 6- No Strike/No Lockout

During the term of this Agreement there shall be no strike, stoppage or slow-down and there shall be no lockout.

Article 7 – Hours of Work

The following classifications shall apply to bargaining unit members:

- Full Time: Any bargaining member who works 30 or more hours per week;
- Part Time Plus: Any bargaining member who has not retired from the New York New Jersey Regional Joint Board who works at least 18 hours and less than 30 hours;
- Part Time Retiree: The Employer reserves the right to offer this arrangement to an eligible bargaining member who has retired from the New York New Jersey Regional Joint Board.
- Part Time: Any bargaining unit member who works less than 18 hours per week

Article 8 - Duties and Responsibilities

Section 1. Supervision

All the staff covered by this Agreement shall work under the supervision of the Workers United NY/NJ Regional Joint Board, an SEIU affiliate, Management Team. The Workers United NY/NJ Regional Joint Board, an SEIU affiliate, Management Team may hire or appoint a designee to direct the work of the staff covered by this Agreement. Designees shall not be members of the bargaining unit.

Section 2 - Job Descriptions

Each bargaining unit member will have a written job description containing the job's principal duties. Each bargaining unit member shall receive a written job description upon hiring or assuming a new position. Bargaining unit members covered by this Agreement agree to work in accordance with their job description.

A job description must be changed if job duties have been permanently adjusted to meet the unit's operating requirements. The revised job description must be provided to the bargaining unit member within two weeks of the changes.

Article 9 - Probation

All new employees hired into permanent positions shall serve a probationary period of six (6) months.

Probationary employees shall have full access to only the wage, holiday and evaluation benefits of this Agreement and shall have access to the grievance and arbitration procedure only regarding those benefits. Termination is not subject to the grievance and arbitration procedure for probationary employees.

Probation may be extended if mutually agreed upon by the Employer and the Union.

Article 10 – Job Postings/Information

Section 1

When a position covered by this Agreement becomes vacant or a new position is created determined to be in the bargaining unit, such position shall be posted in a conspicuous place at the Union Office, listing the pay, duties, and qualifications.

Section 2

The Joint Board will advise the Union Steward at least two (2) days in advance of the date of the first interview after initial screening. The Union may appoint a designee to attend the interview. Participation of a bargaining unit member shall not preclude the Employer from selecting a candidate of the Employer's choice.

Section 3

Within five (5) business days of hiring a new bargaining unit member, the Employer shall provide the Union with the following information: name, address, date of birth, date of hire, salary, benefits received, current work location, telephone number, and email address. The Employer shall also report any resignations, deaths, or promotions within or out of the bargaining unit to the Local within five (5) business days of the event.

Article 11 - Diversity & Non-Discrimination/Harassment

Section 1

The Employer is committed to recruiting, developing, and promoting people from diverse backgrounds, including people of color, women, people of various gender identities and sexual orientations, and working-class people. We believe that our strength comes from diversity and the variety of knowledge, skills, and lived experiences that a diverse staff brings.

There shall be no discrimination or harassment against any present or future bargaining unit member because of race, creed, color, religion, national or ethnic origin, sex, sexual orientation, gender identity or expression, body size, pregnancy or reproductive history, medical history, genetic information, age, physical or mental disability, military or Veterans' status, union membership, or political belief or activity. When engaging in political activity, bargaining unit members may not represent their own beliefs and/or interests as those of the Employer.

Section 2

The Employer agrees to the establishment of a Labor-Management Committee. The Labor-Management Committee shall include matters related to organizational equity and inclusion within its scope of issue for advisory review. The Committee's recommendations are advisory and may be implemented by the Employer at its sole discretion.

Section 3

The Employer will not retaliate against an individual for filing a complaint of discrimination or harassment or for cooperating in an investigation of alleged discrimination or harassment. This Agreement's non-discrimination and arbitration provisions are not intended to constitute a waiver of a bargaining unit member's statutory remedies.

Section 4 - Anti-Sexual Harassment Training

The Employer shall provide all staff with annual training on identifying and responding to sexual harassment.

Article 12 - Respect in the Workplace

Section 1

The parties agree that mutual respect between and among leaders, bargaining unit members, co-workers, and supervisors is integral to the effective functioning of the Workers United NY/NJ Regional Joint Board affiliated with SEIU. The parties agree to maintain a professional and respectful work environment consistent with union principles.

Section 2

The Employer shall not tolerate abusive or intimidating behavior toward bargaining unit members by people employed by the Joint Board. The workplace climate shall be one of understanding and mutual respect, free from harassment.

Harassment includes but is not limited to unconsented physical contact, verbal abuse, threats, and intimidation. It is behavior that creates an intimidating, hostile, offensive, or abusive employment environment. Workplace harassment can be carried out in a variety of ways, including in-person verbal or physical abuse, email, text messages, digital messaging, or social media. In some cases, workplace harassment can continue outside of the workplace.

In addition to the above, the Employer takes the issue of sexual harassment very seriously and is committed to maintaining a workplace free from sexual harassment. The Employer and the Union agree to swiftly convene a Labor-Management Committee meeting to resolve any sexual harassment complaint. In the event that a bargaining unit member does not feel comfortable with resolution through a Labor-Management Committee, they may report the issue through other avenues.

Section 3

Bargaining unit members have the right to be accompanied by a Union representative at any step of the formal complaint procedures regarding any complaints of alleged harassment. The Employer will not retaliate against an individual for filing a harassment complaint or cooperating in an investigation of alleged harassment.

Article 13 - Union Rights

Section 1 – Stewards

The Employer recognizes the right of the Union to designate stewards. Upon advance request, the steward or designated alternate shall be permitted, as soon as practicable, reasonable time to investigate, present, and process grievances during working hours both on and off the Employer's property without loss of pay. The Employer recognizes the right of the steward or designated alternate to be provided with access to information relevant to a grievance or a complaint alleging a violation of this Agreement. If the information requested is deemed confidential to an employee, the Union shall secure written permission from the employee involved and present such permission to the Employer. The Employer further recognizes an employee's right to be given requested representation by a steward or the designated alternate when the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by the designated alternate at such a time as the steward reasonably contemplates disciplinary action. The Employer shall grant the Union steward the right to discuss Union business with bargaining unit members for a reasonable period during working hours and on the Employer's premises. The Union shall provide advance notice to the Employer of such meetings and agrees not to schedule meetings

that conflict with scheduled worker or assigned organizational meetings, whether in person or virtual, that require staff participation.

Section 2 – Union Visitation

Authorized representatives of the Union shall have access to the Employer's establishment any time a bargaining unit member is present to adjust disputes, investigate working conditions, collect dues, and ascertain that the Agreement is being adhered to, provided the employee's work schedule is not interrupted.

Section 3 – Posting

The Employer agrees to provide a Union bulletin board and suitable space in the workplace. Postings on it are to be confined to the official business of the Union.

Section 4 - Leave for Union Activities

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend the Union's convention or serve in any capacity on official Union business, providing sufficient advance notice is given to the Employer in writing. Leave under this provision shall not exceed five (5) consecutive days. Consideration for approval shall be given to the number of bargaining unit members affected so there shall be no disruption of the Employer's operations.

Section 5 - Picket Lines

It shall not violate this Agreement and shall not be cause for discharge or disciplinary action if an employee refuses to cross or work behind any lawful, primary picket line, including at the Employer's place of business.

Accommodation must be made by the bargaining unit member(s) to change the site of, or relocate potentially interrupted worker meetings. Anyone not working due to a primary strike line may take a vacation or PTO day to replace the day's pay.

Article 14 - Evaluations

The Employer shall provide various guidance and training to probationary bargaining unit members during the first six (6) months of employment.

The probationary worker's supervisor will assess the worker's abilities and knowledge as soon as possible but within three (3) months of employment.

Probationary workers shall be evaluated in writing by their supervisor by the end of the fourth month of employment before being made permanent.

Upon completion of probation, management shall conduct a written evaluation of employee(s) once per year, with the exception of the Office Maintenance staff. Evaluations are intended to give bargaining unit members feedback on their work and address strategies for improvement.

The evaluation process aims to provide bargaining unit members with ongoing support and development opportunities.

The evaluation aims to establish a system for identifying strengths and areas for growth and improvement in work performance. It may also help establish a plan for achieving professional goals.

The parties will be collaborative on the design of the evaluation; however, the Joint Board will maintain the final determination of the topics to be evaluated. The evaluation shall not be used to judge non work-related issues. The Joint Board will make its best effort to incorporate the Union's proposals into the final document.

Performance evaluations should not be disciplinary.

Article 15 - Just Cause

The parties agree to the principles of Just Cause for bargaining unit members.

Article 16 - Progressive Discipline

The parties agree to the principles of Progressive Discipline.

If the Joint Board determines that an investigation is necessary prior to discipline, any investigatory suspension shall be paid.

Progressive discipline is intended to include both counseling and discipline. The desired result of the process is improved performance. If prior discipline is considered in subsequent disciplinary actions, such prior discipline must be referenced in the new notice of discipline. Prior discipline deemed to be removed from a bargaining unit member's record may not determine the level of discipline issued in subsequent disciplinary actions. In the case of gross, criminal misconduct, or gross conduct that negatively impacts the members of the Joint Board or those workers we're organizing, the Employer may respond with immediate suspension or termination without prior verbal or written warning.

Verbal warnings, written reprimands, letters of suspension, and letters of termination will be provided to the bargaining unit member and will contain the reason for said discipline. A bargaining unit member required to attend a disciplinary meeting with a supervisor or a manager or an investigatory meeting that could lead to discipline shall be notified of their right to have a union representative present. All written disciplinary notices will be sent by delivered in person, or emailed within seven (7) calendar days and provided to the Union in the same timeframe.

All disciplines shall be removed from a bargaining unit member's file two (2) years after they are issued. unless there has been additional counseling, including a performance improvement plan, or additional discipline on a related issue within that period.

The stages of progressive discipline are outlined below. Depending on the nature of the reason for the discipline, the employer reserves the right to immediately implement a more serious level of discipline. Such decision, in addition to the discipline itself, shall be subject to the grievance and arbitration procedure.

Counseling
When an employee's action has not met the standards of behavior or work performance reasonably expected, they will meet with their
supervisor

Verbal warning
The employer shall meet with the staff member and provide them with a verbal warning, reduced to writing for record keeping only, outlining the reason for the discipline.

Written warning
For actions that exceed those in seriousness of a verbal warning or that continue actions for which the employee has already received a verbal warning, the employee shall receive a written warning. Such warning shall outline the date(s) of the action(s), any previous discipline, that has not been removed from their file and any future discipline that may occur should the behavior not improve to meet outlined standards.

Suspension or Termination
An employee who has received previous timely disciplines and continues not to improve may be suspended without pay or terminated.

Article 17 - Grievance Procedure

It is agreed that the parties shall discuss differences arising as to the interpretation of the application for the terms of this Agreement, and every effort will be made to settle differences in a spirit of amity and understanding.

Step 1. The grievant/Union shall submit their grievance in writing to the New York New Jersey Regional Joint Board, Workers United ("NYNJRJB") Manager or their designee to resolve the matter. This step shall be taken no later than fifteen (15) calendar days after the date on which the action giving rise to grievance occurred or the grievant or Union should reasonably have been aware of the action. Any resolution at this level shall be per the terms and conditions of this Agreement and shall be conveyed to the grievant.

Step 2. If Step 1 of the process does not resolve the issue, the Union may file for Step 2 within ten (10) calendar days of the written outcome of Step 1. A Step 2 grievance meeting shall be held within seven (7) calendar days of the Step 2 filing.

Step 3. The Employer shall respond in writing with a Step 2 decision within seven (7) calendar days of the Step 2 hearing. If the Union chooses to appeal the decision, it may file for arbitration within thirty (30) days of the written response from the Employer. Upon such notification, the Union may refer the case to the American Arbitration Association; and the arbitration shall be conducted according to the rules of the American Arbitration Association. All timelines throughout the grievance procedure may be extended upon the mutual agreement of both parties. Costs of the arbitration shall be borne equally by the Employer and the union. The parties are responsible for the full cost of their own representation and case before the arbitrator.

Article 18 - Health and Safety

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

The parties shall establish a joint labor-management Workplace Health and Safety Committee. The committee shall be composed of both bargaining unit members and employer designees, provided that at least two-thirds of committee members are members of the bargaining unit. The committee shall be co-chaired by a representative of the Employer and a representative of the bargaining unit members. The Union shall select the bargaining unit members to serve as members of the committee.

Any employee who participates in the activities of the Workplace Health and Safety Committee shall not be subject to retaliation for any actions taken pursuant to their participation.

The committee and its members shall be authorized to perform the following tasks, including but not limited to:

1. Raise health and safety concerns, hazards, complaints, and violations to the Employer to which the Employer must respond in writing within two (2) weeks;
2. Review any health and safety policy put in place by the Employer and provide feedback to such policy;
3. Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive, including DOL guidance regarding health and safety regulations;
4. Participate in any site visit by any governmental entity responsible for enforcing safety and health standards;
5. Review any report filed by the Employer related to the health and safety of the workplace;
6. Regularly schedule a meeting during work hours, and without loss of pay, at least once a quarter.

The Employer shall permit committee members to attend training, without suffering a loss of pay,

on the function of worker safety committees, rights established under the NY HERO Act, and an introduction to occupational safety and health, for a minimum of four (4) hours per year.

Office staff are entitled to a paid fifteen (15) minute break every work day, which cannot be used to leave early or come in late.

If a bargaining unit member is assigned to perform duties which he/she/they perceive to be dangerous to perform alone, his/her/their request to be accompanied by an additional person shall not be unreasonably denied.

Bargaining unit members shall be provided with adequate personal protective equipment (e.g. coveralls, gloves) in the event their job duties require them. Requests shall be provided to their immediate supervisors, and those supervisors shall respond within seven (7) calendar days.

In the event that a staff member is made to feel uncomfortable or unsafe by a member of NYNJRJB, that staff member shall report the incident in writing to their immediate supervisor. The bargaining unit member may also request a meeting with the General Manager in order to create and implement a plan to protect staff safety with respect to one or multiple NYNJRJB members. Plans may include but are not limited to reassignment.

Article 19 - Professional Development

The parties to this Agreement share a desire to improve professional standards by giving the bargaining unit members the opportunity on occasion to participate in seminars, workshops, short courses or similar out-service programs for the development of knowledge and skills in their respective fields.

Requested courses/classes related to the main functions of the current position held by the staff member making such request will be prioritized. In the event the requested courses are not directly related to the main functions of the current position held by the staff person, the staff person may present the case for how the courses relate to a future position he/she/they may aspire to hold.

The staff person wishing to attend courses/training will submit the request in writing to their immediate supervisor. The request should include the cost, schedule, an official description of the course/class the staff member is requesting to attend, and a brief description of how learning the course content relates to the main functions of his/her/their current position, or a future position he/she/they may aspire to hold.

The staff person's immediate supervisor will review the request with the General Manager who will make the final decision in a uniform manner based on the needs of the Employer.

Requests to enroll in courses/training shall not be unreasonably denied. If the request is denied, the staff person will be advised as to the reasons for the decision.

If the staff person's request is approved, she/he/they will be told in advance that portion of the cost of the course/training which will be reimbursed by the Employer. The staff person will not

use any paid time off benefit for the days for which he/she/they had been approved and shall not suffer any loss of pay.

An employee selected for professional development under this Agreement will continue to receive his/her normal compensation including any increase for which he/she/they may become eligible. An employee on professional development under this Agreement may be reimbursed for reasonable travel expenses and other expenses as the Employer deems appropriate.

The employee must provide documentation of completing the course. Failure to complete the course will result in the Joint Board recouping any monies spent (not including wages). An employee who failed to complete the course may provide an explanation for such outcome and the General Manager or her/his/their designee may determine, upon ample explanation, to reimburse the cost of the course.

Article 20 - Workload/Assignments

The parties recognize that the nature of work in a movement oriented social justice organization can and will involve heavy and varying workloads. Both parties are committed to a sustainable work environment. The Employer shall make reasonable efforts to ensure that responsibilities, goals, and assignments are fairly distributed amongst the bargaining unit members.

Should a vacancy in the bargaining unit occur, the Employer shall adjust the goals and expectations for assignments based on current capacity, or provide support from management. In the event of a vacancy, bargaining unit members may request to meet with their supervisor to discuss workload. At the end of this meeting, both parties shall agree to an actionable plan to maintain reasonable expectations with commensurate support.

Article 21 - Work from Home

Field staff are expected to either be in the office or on shop visits. Administrative staff are expected to work in the office. Should an employee want to work from home on a single day of the following week, she/he/they must request that day by the end of the day on the prior Thursday, except for in cases of emergency. Requests shall be in writing and sent to the Secretary Treasurer, General Manager or their designee. Approval or denial of requests shall not be subject to the grievance and arbitration provisions of this contract.

Article 22 - Reduction and Recall

Bargaining unit members in their probationary period shall be laid off first.

Among bargaining unit members who have completed their probationary period, layoff and recall from layoff shall be determined based on Joint Board seniority, job title, and full time or part time status.

NYNJRJB shall inform the Union and the affected employee two (2) weeks prior to a layoff and discuss the layoff with the Union prior to implementing the layoff.

In the event of a temporary layoff, impacted bargaining members shall be given the option between placement on a recall list or immediately receiving severance. In the event that an employee is not recalled, they shall receive their severance after 6 months.

Bargaining unit members on temporary layoff status will be recalled to full vacancies according to seniority. While on layoff, the employee continues to accrue seniority. An employee offered recall to the position from which he/she/they was laid off and who declines or fails to report for work within 14 days of outreach by mail, e-mail, or phone, will lose all rights under this Agreement. Such recall rights end after 6 months of layoff. At such time, the laid off employee is considered terminated and for the avoidance of doubt is no longer eligible for recall.

In the event that an employee is permanently laid off, or if they choose not to be placed on the recall list during a temporary layoff, they shall receive one (1) week of severance for every two (2) years of service up to a maximum of fifteen (15) weeks of pay. Any employee receiving severance pay shall be deemed terminated. Car allowance and car insurance shall not be paid during lay off or severance period.

NYNJRJB shall continue to provide health insurance to laid off bargaining unit members for a period of two (2) months following their lay off.

Should a laid-off employee accept any severance benefits, she/he/they shall forfeit their rights to recall.

Article 23 - Bereavement/Compassionate Leave

In the event of the death of a member of the immediate family of any bargaining unit member, absence with full pay for up to five (5) days will be permitted. Use of accrued vacation and/or PTO days in the case of office staff, for any additional days of bereavement leave beyond the five days will be permitted.

Immediate family for purposes of this Paragraph is defined as parents, parents of spouse or domestic partner, grandparents, grandparents of spouse or domestic partner, spouse, domestic partner, children, children of spouse or domestic partner, brothers, sisters, and brothers and sisters of spouse or domestic partner.

In the event of death of a niece, nephew, aunt or uncle absence with pay for three (3) days shall be permitted. Use of accrued vacation, and/or PTO days in the case of office staff, for any additional days of bereavement leave beyond the three days will be permitted.

Article 24 - Jury Duty

When an employee is called for jury duty, they will be paid in full for any scheduled hours of work that they miss in order to serve. Proof of jury duty service satisfactory to the Joint Board must be furnished to the Joint Board, and the money received for serving on a jury must be paid over to the Joint Board.

Article 25 - Comp Time

Any Worksite Organizer who is directed to work eighteen (18) days in any twenty-one (21) day period OR six days per week in any three-week period will be credited with one (1) comp day. Under no circumstances will a Worksite Organizer be directed to work more than fourteen (14) consecutive days. For purposes of this section a day will be six (6) hours or more. For work that requires airline, bus or Amtrak train travel, travel time will be considered time worked.

Comp days must be used within thirty (30) days from the date they are earned and will not be rolled over or paid out. Usage of comp days shall be scheduled by mutual agreement.

Any bargaining unit member who considers a period of work time as extraordinary may request a comp day from the General Manager or her/his/their designee.

Article 26 - Holidays

Each Calendar year, the NY NJ Regional Joint Board shall provide the following paid holidays to bargaining unit members including probationary employees:

- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Eve
- New Years Day

Holidays listed above which are Federal Holidays shall be taken on the day federally observed. Bargaining unit members may be required to work on a holiday by the General Manager. Bargaining unit members who are required to work on a holiday shall be granted equal time off at a mutually convenient time.

Bargaining unit members shall receive holiday pay based upon their regularly scheduled work hours.

Article 27 - Vacation

Vacation time is accrued by calendar year. Years of service is calculated by the anniversary of the employee's date of hire during the calendar year. Full-time bargaining unit members shall receive vacation according to the following schedule:

Years of Service	Vacation Policy
Less than 1 year (hired on or prior to August 31st)	5 days
1 – 4 years	15 days
5 – 9 years	20 days
10 years or more	25 days

For example, an employee hired on July 1, 2020 would be entitled to 5 vacation days through 2020 and then 15 vacation days/year on January 1, 2021, since July 1, 2021 is the first anniversary of their date of hire. That employee would move to 20 vacation days/year starting January 1, 2025, since July 1, 2025 is the fifth anniversary of their date of hire.

Part-Time Plus bargaining members will be entitled to two (2) weeks vacation pro-rated based on average hours worked effective January 1st following the first full year of employment.

Bargaining unit members may carry over up to five (5) days vacation time to the following year. To schedule vacation time, bargaining unit members must submit a request to their immediate supervisor. The supervisor shall endeavor to approve it with consideration given to the operational needs of the Employer.

There shall be no payout for unused vacation time except in the case of separation of employment as defined below.

Bargaining unit members whose employment with NYNJRJB is terminated, or any employee who separates their employment for any reason, and who have not taken their accrued paid vacation preceding that termination, are entitled to vacation pay in lieu of vacation. Such bargaining unit members shall be paid their full vacation time for the year in which they separate their employment.

Article 28 - Wages

All bargaining members on the payroll as of January 1, 2025, shall receive a wage increase as follows (see Exhibit A attached hereto):

January 1, 2025 Four percent (4%)

January 1, 2026	Three percent (3%)
January 1, 2027	Three percent (3%)

Article 29 - Sick Leave for Field Staff

Effective January 1 of each year, all full-time field staff accrue paid sick days for use for illnesses twelve (12) calendar days or less, according to the following schedule. Sick days shall not carry-over into the following calendar year. Sick leave for Part-Time Plus field staff shall be pro-rated.

Newly hired employees accrue one (1) paid sick day every 6 weeks until the January 1st following the date of hire. On the January 1st following the date of hire, bargaining unit members accrue ten (10) paid sick days for that year. Beginning on the second January 1st following the date of hire, all field staff accrue their full twelve (12) days.

Bargaining unit members may take sick days or half sick days for doctor's visits and appointments.

After three (3) days or after frequent short-term absence, the New York -New Jersey Regional Joint Board may require proof of illness from an employee seeking sick leave benefits.

Bargaining unit members may also use sick leave in order to care for family members or dependents with no restrictions, or to deal with non-illness related emergencies, if approved by the General Manager or Secretary Treasurer.

Bargaining unit members must report in writing (via email) to the Office Manager and their supervisor when they are taking a sick day, and they must report sick day usage on their expense form, regardless of the purpose of the sick days.

Article 30 - Paid Time Off

a) Full time Office Staff with more than one (1) year of seniority shall be entitled to eleven (11) PTO days with pay in each calendar year. After the first six (6) months of employment and up to the first year, an employee will be eligible for three (3) PTO days.

b) Part-Time Plus Office Staff with more than one (1) year of seniority shall be entitled to five (5) PTO days with pay in each calendar year. After the first six (6) months of employment and up to the first year, a Part-Time Plus employee will be eligible for three (3) PTO days.

c) Bargaining unit members, subject to the General Manager's approval, may receive PTO in recognition of time worked due to the operational demands of the organization.

d) PTO days may be taken for any reason whatsoever; advance notice must be given whenever possible. PTO may not be carried over to the next calendar year. All

accrued but unused days will be compensated after the last payroll of the calendar year.

e) No benefit for unused PTO shall be given upon termination of employment.

Article 31 - Leaves of Absence

Family Medical Leave: In recognition of the Family Medical Leave Act, bargaining unit members can take unpaid leave of up to twelve (12) weeks per any 52-week rolling period to care for FMLA-qualified family members (including domestic partners) for medical reasons. The employer will continue current healthcare coverage for up to twelve (12) weeks while a bargaining unit member is on family medical leave.

Prenatal Leave: The Employer will be required to provide 20 hours of paid time off for prenatal care for pregnant employees. The leave must be allowed for physical exams, medical procedures and testing, and discussions with a health provider related to the pregnancy. The leave may be taken in hourly increments and paid at the employee's regular rate of pay or a minimum wage, whichever is greater. The benefit is available once in any 52-week period but ends if the employee leaves the job.

Paid Family Leave

1) The Employer shall provide eligible bargaining unit members job-protected, paid family leave to (1) bond with a newly born, adopted, or fostered child; (2) care for a family member with a serious health condition; or (3) assist loved ones when a spouse, domestic partner, child or parent is deployed abroad on active military service.
2) The Joint Board's salary continuation benefit policy is a salary makeup benefit that covers the gap between an employee's regular salary and the insured NYS Paid Family Leave benefits for certain events covered under the NYS Paid Family Leave Policy. For the events outlined below, the salary continuation policy covers the number of weeks that the employee has been approved for under the NYS Paid Family Leave Policy (Exhibit B).
3) The salary continuation benefit applies to Full-Time bargaining unit members with two or more years of service at the Joint Board. Paid Family Leave benefits for bargaining unit members with less than two years of service fall under the terms of NYS Paid Family Leave. In order to be eligible for salary continuance, the employee must file for and be approved for NYS Paid Family Leave.

Short-Term Disability

1) Employees covered by this Agreement shall be entitled to short-term disability insurance coverage for illnesses lasting more than seven (7) days. During such leave, bargaining unit members may be eligible for salary continuation according to the Joint Board's policy (Exhibit C).
2) The Joint Board's salary continuation benefit policy is a salary makeup benefit to

cover the gap between an employee's regular salary and the insured disability benefits. To be eligible for salary continuance, you must file for and be approved for NYS Disability Insurance. The Joint Board will provide all Full-Time bargaining unit members with salary continuation for extended periods of medically certified illness or injury that are not work-related. Benefits will begin on the eighth day; the first seven days are an unpaid waiting period.

3) During the disability leave, bargaining unit members may opt to use any available paid benefit time.

4) The maximum benefit period under the salary continuance policy is thirteen (13) weeks in any rolling 12-month period. All periods of extended, medically certified illness or injury within the rolling 12-month period will be applied toward the thirteen (13) weeks maximum.

Article 32 - Health Insurance and Pension Benefits

1) The Employer shall provide hospital and medical insurance, prescription drug coverage, optical coverage and dental insurance through the Staff Plan of the Amalgamated National Health Fund to all Full-Time bargaining unit members on the first of the month following the first month of employment at the level of benefits set forth in a summary plan description to be provided. All benefits will be provided in accordance with the rules, terms and levels of the Amalgamated National Health Fund and their successors. Should the Trustees of the Fund change benefits, such changes shall be made accordingly. The Union will execute all documents required by the Fund.

2) The Employer shall provide a supplemental optical benefit to all Full-Time bargaining unit members of one hundred and seventy-five dollars ($175.00) once every two years. Coverage is extended to include eligible dependents, spouses and domestic partners.
3) All Full-Time bargaining unit members shall be provided with Life Insurance through the Staff Plan of the Amalgamated National Health Fund.
4) Pension benefits shall be provided through the Consolidated Retirement Fund ("CRF"). All benefits will be provided in accordance with rules, terms, and levels of the CRF and their successors. Should the Trustees of the Fund change benefits, such changes shall be made accordingly. The Union will execute all documents required by the Fund.

Article 33 - Per Diem Payments

Bargaining unit members whose assignment takes them out of town overnight shall receive $54 per night in addition to reasonable reimbursement for hotel room and transportation costs. Per diem will only be paid a single day that corresponds with a single overnight stay. Per diem shall not be paid if it was reasonable and safe to return home rather than stay overnight.

No per diem shall be paid in instances of attendances at conferences or workshops where food is provided.

Article 34 – Automobiles

Bargaining unit members who are required to travel regularly on NYNJRJB business as determined by the General Manager, may be provided a leased automobile, an automobile allowance or mileage reimbursement at the discretion of the General Manager.

NYNJRJB shall pay to bargaining unit members who are required to use their own automobiles on NYNJRJB business on a regular basis ("full-time drivers") a weekly car allowance of $170 effective as the payroll period following ratification 2025, $175 effective July 1, 2026, and $180 effective July 1, 2027, plus reimbursement for parking, tolls and gasoline related to work assignments as documented by receipts.

Bargaining unit members who are required to use their personal automobile for NYNJRJB business on an occasional basis shall receive reimbursement for parking, tolls and gasoline related to work assignments as documented by receipts, and shall receive the IRS established rate per business mile driven as documented by mileage logs. Weekly mileage logs must be attached to expense reimbursement form. Such rate shall be adjusted annually to reflect the current IRS established rate per mile. NYNJRJB shall not require any more automobile mileage documentation than is required, at any particular time, by the Internal Revenue Service rules, regulations and guidelines.

Bargaining unit members who use their own automobiles either on a regular basis or an occasional basis shall be required to maintain adequate insurance, and maintain DMV-approved defensive driving certification and rental car insurance replacement coverage. The cost of the defensive driving course will be reimbursed by the Joint Board. For full time drivers receiving a weekly car allowance, the coverage must be $300,000.00/$500,000.00/$100,000. A copy of the insurance policy showing the staff person as the insured with the proper limits and a signed copy of the NYNJRJB Auto Insurance Policy and Agreement must be submitted to NYNJRJB.

The NYNJRJB shall provide an insurance reimbursement of up to $2500 net once per year to any employee who uses their personal vehicle for work.

The allowance described in this section applies to staff members who have a vehicle. In the case that the staff member loses access to a vehicle for more than two (2) weeks, applicable car allowances will be suspended until the vehicle is repaired or replaced.

The car allowance will be suspended for staff members who are on any leave of absence for more than two (2) weeks.

Article 35 – Severability

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 36 – Duration

This Agreement shall become effective on the 1st day of June 2025, and shall remain in full force and effect through midnight of the 31st day of May 2028 and shall run for successive periods thereafter, unless either party serves written notice of desire to terminate or modify this Agreement by no later than sixty (60) days prior to the expiration date thereof.

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

WORKES UNITED NYNJRJB AN SEIU AFFILIATE	THE NEWSGUILD OF GREATER PHILADELPHIA, LOCAL 38010 CWA
BY:	BY:
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT A- WAGE INCREASE ALLOCATION

The NewsGuild of Greater Philadelphia/CWA Local 38010 and the New York New Jersey Regional Joint Board, Workers United agree that the four percent (4%) wage increase agreed to effective January I, 2025 shall be allocated as follow!):

NAME	INCREASE
Cathy Carrasco	50.43
Elba Liz	50.43
Ana Martinez	50.43
Rafael Miranda	50.43
Doris Nijborg	50.43
Rosanna Rodriguez	50.43
Clifford Soloway	50.43

	INCREASE
Fanny Salas Jara	3.36

The parties further agree that they shall meet on or about November 1, 2025 and November I, 2026 to allocate the wage increases agreed to effective January 1, 2026 and January I, 2027.

Fred J. Kaplan

Fred J. Kaplan

Date: 6/18/2025

Clifford Soloway

Clifford Soloway

Date: 06/18/2025

Rosanna Rodriguez

Date: 06/18/2025

EXHIBIT B – PAID FAMILY LEAVE CONTINUATION SALARY

Category/Event	NYS Paid Family Leave Policy	Joint Board Salary Continuation Benefit
Bond with a newly born, adopted or fostered child	Up to 12 weeks during the first 12 months at 67 percent of your pay, up to a cap	• 100% salary continuation for up to 12 weeks covered under NYS policy • Paid parental leave for two additional weeks during the first 12 months • Bargaining unit members may also use benefit time and/or unpaid time for an additional 12 weeks, for a maximum of 26 weeks
Care for a family member with a serious health condition*	Up to 12 weeks at 67 percent of your pay, up to a cap	• For spouse, domestic partner, child under 18 (at the start of the leave): 100% salary continuation for up to 12 weeks covered under NYS policy • For other family members, bargaining unit members may use paid benefit time to supplement Paid Family Leave benefit payment
Assist loved ones when a spouse, domestic partner, child or parent is deployed abroad on active military service	Up to 12 weeks at 67 percent of your pay, up to a cap	Bargaining unit members may use paid benefit time to supplement Paid Family Leave benefit payment

EXHIBIT C – SHORT TERM DISABILITY CONTINUATION SALARY

Years of Service	Joint Board Salary Continuation Benefit
3-5 years	The Joint Board will pay 50% of the difference between the New York State short-term disability payment and the employee's regular salary for the first thirteen (13) weeks of disability.
5-10 years	The Joint Board will pay 75% of the difference between the New York State short-term disability payment and the employee's regular salary for the first thirteen (13) weeks of disability.
10 years or more	The Joint Board will pay 100% of the difference between the New York State short-term disability payment and the employee's regular salary for the first thirteen (13) weeks of disability.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the New York New Jersey Regional Joint Board, Workers United (the "Employer") and the NewsGuild of Greater Philadelphia, TNG-CWA Local 38010 (the "Union")

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement effective from June 1, 2025 and expiring on May 31, 2028;

NOW, THEREFORE, it is agreed that:

Notwithstanding the provisions of Article 29-Vacation, Fanny Salas Jara shall be entitled to two (2) weeks paid vacation per calendar year based upon her average hours worked.

This Agreement is without precedent or prejudice to any future positions of the Employer or the Union.

FOR THE EMPLOYER:

Julie Kelly

Date: 8/18/2025

FOR THE UNION:

Bill Ross

Date: 7/23/25