

AGREEMENT

BETWEEN

**ST. LOUIS NEWSPAPER GUILD – CWA
LOCAL 36047**

AND

MISSOURI JOBS WITH JUSTICE

JANUARY 1, 2009 through DECEMBER 31, 2010

- **Preamble**

This contract is made this 3rd day of October, 2008, between Missouri Jobs with Justice (JwJ or employer), a non-profit coalition of labor, religious, student and community organizations, and the St. Louis Newspaper Guild-CWA, a Local (#36047) chartered by the Newspaper Guild-CWA (AFL-CIO, CLC) hereinafter known as the Guild, for itself and on behalf of all employees described in Article 1.

- **Article I Coverage**

1. This contract covers all employees of Missouri Jobs with Justice at its facilities in the state of Missouri excluding executives, managers, professional employees, guards and supervisors as defined in the National Labor Relations Act, except as provided in Section 2:
2. The following are excluded from this contract: bookkeeping, finance and temporary staff. The Guild shall be notified in writing of the name and qualifications of any person proposed for appointment to an excluded position. Such appointment shall not be effective until discussed with the Guild.
3. Jurisdiction of the Guild shall cover all work performed by employees in the departments and classifications listed above in Section 1. The type of work normally performed within the bargaining unit by employees covered in Section 1 shall be performed by employees covered by this agreement, except that nothing in this section shall be interpreted to bar employees in the positions excluded from this Agreement in Section 2 from continuing to perform the work done by them as part of their normal function.

- **Article II Guild Shop**

1. The Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.
2. There shall be no interference or attempt to interfere with the operations of the Guild.

- **Article III Dues Deduction**

1. Upon an employee's voluntary written assignment, the Employer shall deduct from the weekly earnings of such employee and pay to the Guild not later than the 15th day of each month an amount equal to Guild initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

Authorization to Deduct Union Membership Dues

Date _____

I hereby authorize Missouri Jobs with Justice to deduct each week from any wages then due me all membership owed by me to the St. Louis Newspaper Guild in accordance with a table of membership dues furnished the Employer by the Guild, and to pay such membership dues to the Guild. This authorization may be revoked by me in writing upon 30 days' notice to both Missouri Jobs with Justice and the St. Louis Newspaper Guild.

Name _____

3. The Guild shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in complying with their agreement to collect any monies from their employees as set forth in this Article.

- **Article IV Hiring**

1. The Employer shall notify the Guild of each vacancy and shall give full consideration to the hiring of candidates supplied by the Guild.
2. Non-Discrimination and Affirmative Action Policy
 - a) Jobs with Justice is an equal opportunity, affirmative action employer. It is the policy of Jobs with Justice to prohibit discrimination against any of its employees on the basis of race, sex, age, ethnicity, gender identity, gender expression, religion, color, marital status, national origin, sexual orientation or physical disability.
 - b) Jobs with Justice seeks a diverse pool of volunteers and applicants for all opportunities and responsibilities within the organization – in particular with respect to women, people of color, the LGBT community, immigrants and people of all ages. JwJ will ensure there is no adverse impact against any of the above groups in our selection procedures.
3. Sexual Harassment Policy
 - a) Jobs with Justice is committed to providing a work environment where people can work together comfortably and productively, free from sexual harassment. Sexual harassment is illegal under both state and federal law and will not be tolerated in this organization.
 - b) This policy applies to all phases of employment including recruiting, hiring, promotion or demotion, transfer, layoff, termination, rates of pay, benefits and selection for training, travel or organization social events.
 - c) Sexual harassment complaints will be addressed in the grievance procedure described herein.

4. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of six (6) months, beginning from the date that the employee begins work. An employee's probationary period may, by mutual consent of the Employer and the Guild, be extended for an additional up to six (6) months.
5. JwJ is committed to providing staff with opportunities for continuous learning and development. Staff development is a shared responsibility and staff and leaders can expect to be regularly called upon to lead, train, and mentor any other staff or leader. Each staff member at Jobs with Justice will have their own staff development fund they can draw upon for classes, books or other skills development activities. The size of that fund will be set each year as part of the budgeting process. Employees will request access to these funds by turning in a "Staff Development Request Form" to their supervisor, who will determine whether the request is valid, and whether enough resources remain to fulfill the request.

- **Article V Information**

1. The Employer shall supply the Guild on request with a list containing the following information for each employee:
 - a) Name, address, sex, minority group, date of birth and social security number
 - b) Date of hiring
 - c) Classification
 - d) Salary and any other forms of compensation
2. The Employer shall notify the Guild within thirty (30) days in writing of:
 - a) Merit increases, granted by name of the employee, individual amount, resulting new salary and effective date.
 - b) Step-up salary increases paid by name of the employee, individual amount, resulting new salary and effective date.
 - c) Changes in classification, salary changes by reason thereof, and effective date.
 - d) Resignations, retirements, deaths and other revisions in the data listed in Section 1 and effective dates.
3. Within one week after the hiring of a new employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 for each new employee.
4. The Employer shall supply the Guild with full information as to hiring and promotional standards and procedures and any changes.
5. The Employer shall furnish to the employee and to the Guild a copy of any criticism, discipline, commendations, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding employee simultaneously with its being placed in the employee's personnel file. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse. An employee and/or the Guild shall have the right to review the employee's personnel file at a mutually convenient

time and upon request shall be provided copies of all material in the employee's file. No derogatory personnel record shall have any effect after 12 months following its date, unless there has been within that period the same infraction. Such records shall be removed from the individual's personnel file upon reaching the twelve month limit.

- **Article VI Grievance Procedure**

1. The Guild shall designate a steward of its own choosing to take up with the Employer or authorized agent any matter arising from the application of this contract or affecting the relations of the employee and the Employer. A grievance means a dispute or controversy which arises out of or involving the interpretation of this agreement.
 - a) Step One: It is agreed that both parties shall do all possible to solve the dispute at its earliest possible stage. To that end, the employee and his/her steward shall meet with the employee's immediate supervisor to attempt to work out any dispute prior to filing a formal (written) grievance.
 - b) Step Two: If a meeting with the immediate supervisor does not resolve the dispute, a grievance shall be filed in writing with the grievant's supervisor, with a copy to the Executive Director, within ten (10) working days of the occurrence or within ten (10) working days after the grievant or Guild became aware of the occurrence or should have reasonably become aware of the occurrence. Efforts to adjust grievances shall be made on JwJ work time within reason.

Within ten (10) days of receiving the grievance, the Executive Director shall meet with the Guild's Business Representative to discuss the dispute. Within ten (10) working days of the meeting the Executive Director shall respond to the Guild's Business Representative in writing. If the employer does not respond, the Guild may move the matter to arbitration.
 - c) Step Three: Any matter involving the interpretation, application, administration or alleged violation of the Agreement (except the renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled by Step One or Step Two may be submitted to final and binding arbitration by either party within 10 working days of the Step Two response.
2. If the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
3. The term "grievant" shall be considered to include: any individual Guild member, a group of Guild members or the Guild.
4. The time limits set forth in this Article may be extended upon mutual agreement.

- **Article VII Security**

1. The Employer shall not discipline or discharge anyone without just and sufficient cause.
2. Discipline, when necessary, shall be applied progressively by the Employer, except that the Employer need not follow progressive discipline before discharge if the discharge is for theft, deliberate damage to Employer property, gross insubordination, serious misconduct, physical violence or other similar offenses.
3. If no other discipline has been received, notices of discipline shall be removed twelve (12) months after issuance.
4. Employee is required to give two weeks notice prior to leaving employment and an employee who leaves voluntarily shall not be entitled to severance pay.
5. Severance pay shall be as follows, except in cases of termination for misconduct or while on probationary period.
 - a. Six months to one year: one week's pay
 - b. One to four years: two weeks pay
 - c. Four to eight years: three weeks pay
 - d. Eight years or more: four weeks pay

- **Article VIII Layoffs**

1. The Employer shall notify the following in writing at least 60 days prior to any proposed dismissal to reduce the force, specifying the job title and number of employees.
2. During the first two weeks of that notice period, the Employer will meet with representatives of the Guild and provide the economic justification for the reduction, and will discuss alternatives to the reduction in force. Loss of project specific funds shall be cause for economic justification.
3. Representatives of JwJ and the Guild will arrive at the specific plan for reduction in force taking into consideration seniority, special skills, job performance and relationships of current staff. It is the goal of both JwJ and the Guild to maintain diversity.

- **Article IX Temporary and Part-Time Employees**

1. Temporary employee: one who is employed for a particular project or a specified time not to exceed one year without approval from the Guild. Within two weeks of hiring a temporary employee, JwJ shall notify the Guild, in writing, with the name of the temporary employee, the work he or she is undertaking with the JwJ and the projected length of time she or he is expected to work.
2. Part-time employee: one who is employed on a permanent, part-time basis shall receive, at a pro rata scale, all of the benefits of this agreement excluding health care and retirement.

3. The internship program of Missouri Jobs with Justice is intended to advance the work of JwJ and provide practical training and experience in workers' rights and economic justice. Interns shall be used for a period not to exceed one year without Guild approval. Any stipend paid to interns will be disclosed to the Guild in writing.
4. The Guild recognizes the Employer's need to use the services of consultants to provide services or expertise unavailable from the Jobs with Justice's Guild-covered employees. The Guild also recognizes the Employer's need to use the services of consultants to augment the work of Guild-covered employees. The Guild will review all consultant contracts that are longer than six months or more than \$5,000 and will discuss and recommend, if they choose, alternative approaches.

- **Article X Hours and Overtime**

1. Employees assigned to work on a weekend will accrue one-half day of compensatory leave for each weekend day worked, the time to be used – in consultation with the supervisor – with thirty (30) days of the weekend worked.
2. It is understood that employees will, from time to time, work long hours and shall be permitted – with consultation with the supervisor when practical – to adjust their schedules to accommodate their home/work balance.
3. To assist employees in balancing conflicts between work and family commitments, the Employer and the Guild recognize the value and need for alternative work schedules and arrangements either on a regular or ad hoc basis, in consultation with the supervisor.
4. The Employer shall follow the guidelines set by the federal government with respect to closing, reporting and departure times in the event of inclement weather or other emergency.

- **Article XI Leaves**

1. Bereavement Leave: JwJ employees who experience the death of a loved one are entitled to time off with pay. Employees should discuss their needs for time off with their supervisor, taking into consideration the need for travel.
2. Parental Leave: JwJ employees are entitled to time off in connection with the birth or adoption of a child. After one year of employment, employees are entitled to 12 weeks of paid leave, and an additional 12 weeks of unpaid leave. The employee may use her/his accrued vacation and sick leave for the unpaid leave. Leave does not have to be consecutive. Upon returning to work, the employee is entitled to her/his same position, with no loss of seniority. The employee will continue to receive all benefits while on parental leave.
3. Sabbaticals: Employees will be entitled to a six-week paid sabbatical after five years of employment. Sabbatical time will not reduce paid vacation time to which an employee is entitled. Sabbaticals must be scheduled with the Executive Director at least six months in advance. The employee completing a sabbatical must continue his/her employment with JwJ for one (1) year upon completion of the sabbatical. Should the employee leave JwJ voluntarily before one year is complete, the employee shall forfeit the equivalent of one (1) week's pay for each two (2) months short of one (1) year (for example: an employee leaving after six months would forfeit three (3) weeks pay).

4. Guild Leave: In the event an employee is elected or appointed to any office or position in The Newspaper Guild (TNG) or Communications Workers of America (CWA) or a local of TNG or CWA, this shall be considered good and sufficient cause for an unpaid leave of absence and the leave shall be granted. An employee who is elected or appointed to any other labor position or a government position, may be granted an unpaid leave of absence by the Employer. Employees on Guild leave shall not accrue vacation or sick leave and are responsible for their health insurance.
5. Military Leave: Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job. If that job no longer exists a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, will be awarded, provided that they apply for reinstatement with ninety (90) days after release from the Armed Services. Employees on Military Leave shall not accrue vacation or sick leave and are responsible for their health insurance.
6. The Family Medical Leave Act and the Americans with Disabilities Act shall apply to the employees of JwJ. For the purposed of this section, a domestic partner shall be treated the same as a spouse.
7. Jury/Court duty:
 - a. An employee called for jury duty will be allowed the necessary time off to render such civic service. During the course of jury duty, the employee will report for work on any day, or portion thereof, when the services of the employee are not required in court.
 - b. The employee will be paid his or her regular wages for periods of jury duty coinciding with the employee's regularly scheduled work hours.
8. Authorized leave under the Article shall not constitute a break in continuity of service and shall be considered as service time for all rights under the Agreement except as noted in this Article.

• **Article XII Vacation, Holidays and Sick Leave**

1. Vacations

Beginning with the first month of employment, employees accrue paid vacation time at the rates specified below:

Year 1:	10 days per year	(.8333 days / month)
Year 2:	10 days	
Years 3 and 4:	15 days	
Years 5 to 7:	20 days	
Years 8+:	25 days	

- a) Up to, but no more than 5 days may be carried over from one year to the next and with the approval of immediate supervisor. Upon termination of employment, employees will be paid for all earned, but unused vacation time.
- b) Requests to use vacation time must be submitted in writing and approved by the employee's direct supervisor. It is asked that employees provide a minimum of two week's notice of their

intent to use vacation time.

- c) Employees may request vacation pay in advance of their vacation by giving written notice a full pay period in advance of the vacation.

2. Holidays

- a) Full time employees are entitled to the following 12 paid holidays per year: New Years Eve, New Years Day, Martin Luther King, Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the following day, and four days flexibly to accommodate Hannukkah, Kwanzaa, Ramadan, Christmas, and/or other religious/ethnic observance, according to the employees choice. Employees may be required to work on a holiday by immediate supervisor, but would be entitled to compensatory time
- b) Part-time employees are entitled to paid holidays on a pro-rated basis to be negotiated with the Director.

3. Sick Leave

- a) Full-time employees earn sick leave at the rate of one day per month (12 days per year). Part-time employees earn sick leave at the appropriate proportion of the full-time rate.
- b) Sick leave may be accumulated from year to year up to a limit of 20 days earned but not taken. Upon termination of employment employees will not be paid for earned but unused sick leave.
- c) When a staff member is sick, he or she should notify the office early on each day of absence (unless other arrangements have been made). Sick leave may be used only for a staff member's illness or medical appointments, or for attending to the health of a family member. Vacation and personal days may be applied to extend paid sick leave, at the employee's choice. Any employee may ask to take leave without pay after all earned sick leave is used. This request must be approved by the employee's supervisor.

• **Article XIII Wages**

1. Minimums: The base wage for hourly employees shall be set by the City of St Louis Living Wage Ordinance. The minimum salary for organizers is \$30,000 annually.
2. Increases: Employees with more than 12 months seniority will receive a 2% raise January 1, 2009 and an additional 2% July 1, 2009.
3. 2010 Wage reopener: It is agreed that all Guild-represented employees will receive a \$3,000 raise on January 1, 2010.

• **Article XIV Retirement**

Jobs with Justice employees may participate in the CWA Retirement Trust (401K plan), and their contributions will be matched by Jobs with Justice up to 2% of their annual income.

- **Article XV Health Insurance**

1. Full time staff members become eligible for health care coverage upon employment. Coverage shall continue through the last day of employment.
2. For each full time staff member, JwJ will pay 100 percent of monthly premium for an individual or two thirds of the monthly premium for a couple or a family plan, as appropriate, to provide basic health insurance and dental insurance.
3. At the employees option, if the employee is covered under another family member's health insurance policy, JwJ will reimburse the employee monthly for actual out-of-pocket expenses. Employees must provide documentation for out-of-pocket expenses.
4. In the event that a serious illness or accident prevents the continuation of employment, the Statewide Steering Committee may authorize continued payment of insurance premiums for up to six months after employment is ended.
5. JwJ and the Guild agree to re-open this agreement for the limited purpose of reviewing or revising health insurance coverage on or before March 1, 2009.
6. No provision of this collective bargaining agreement is intended to circumvent or interfere with an employee's rights or responsibilities under federal or state law, including but not limited to provision of the Missouri workers' compensation system.
7. Jobs with Justice provides workers' compensation and unemployment insurance coverage for its employees in compliance with federal and state law.

- **Article XVI Reimbursements**

1. Cell phone: Jobs with Justice will provide cell phones with unlimited minutes for the following positions:
 1. St Louis and Kansas City Organizers
 2. Health Care Organizer
 3. Public Sector Organizer
2. Travel:
 - a. Documented travel expenses will be reimbursed on a monthly basis, including public transportation, taxi, plane, bus, train fares, etc. Use of personal auto will be reimbursed at the federal rate within the metro area. Only documented work related travel will be allowed for reimbursement. Commuting expenses from home to work will not qualify as work related.
 - b. For travel outside an employee's home metropolitan area, JwJ prefers that employees use a rental car. When renting a car, the employee must use their JwJ credit card. Staff members will be covered by the auto insurance provided under JwJ credit card, and are responsible for ensuring they meet the conditions for that coverage.
 - c. Hotel bills may include only the room charge (including taxes), work related telephone calls, and reasonable calls home. Employees are expected to use economy accommodations. Staying with friends is encouraged.

- d. Jobs with Justice will reimburse up to \$30 per diem for meals eaten during work related meetings, conferences, etc. If the employee expects daily costs to be higher, he or she may negotiate a higher per diem in advance with the Director.

3. Meals while in home metro:

- a. Employees are not expected to purchase meals to meet and conduct business on behalf of JwJ. In the rare circumstances, when meetings must be conducted during meals the employee may be reimbursed up to \$25/month for his or her expense in accordance with regular reimbursement procedures. Alcoholic beverages are not eligible for reimbursement. The following employees are eligible for meal reimbursements: St Louis and Kansas City Organizers, Health Care Organizer, Public Sector Organizer.

- **Article XVI Safety and Health**

The Employer agrees to provide a safe and healthy work environment.

- **Article XVII Management Rights**

The Guild recognizes and agrees that, subject to the express provisions of this agreement, the supervision, management, control of JwJ, business, operations, working forces and offices are vested in the management of JwJ.

- **Article XVIII Miscellaneous**

1. Bulletin Boards: The Employer agrees to provide bulletin boards for the use of the Guild.
2. Honoraria All honoraria earned by JwJ staff and leaders while representing St. Louis Jobs with Justice will be given to Jobs with Justice.
3. Outside Employment If an employee feels that circumstances are such that they need to seek outside employment, the second job should not hinder the employee's ability to perform the job-related requirements for JwJ. Nor should they be in direct competition with the JwJ activities, involve the use of JwJ equipment, programs or confidential information learned directly or indirectly through employment at JwJ. Outside employment, which conflicts with the performance of the employee's duties, may be grounds for termination. Contract work by JwJ staff with member organizations is prohibited except under exceptional circumstances and with the approval of the Director and Personnel Committee.

- **Article XIX Successors and Assigns**

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

- **Article XX Duration and Renewal**

This agreement will take effect as of Jan. 1st, 2009 and remain in effect until December 31, 2009. Within ninety (90) days prior to the expiration date of this agreement, the Employer or the Guild may initiate negotiations for a new Agreement take effect Jan. 1, 2010. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before Dec. 31st, the new Agreement shall be made retroactive to Jan. 1, 2010.

For the Employer:

For the Union:

Lara Granich

Executive Director

Mo. Jobs with Justice

Shannon Duffy

Business Representative

TNG-CWA 36047