

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN CHICAGO NEWS GUILD
AND
ASIAN AMERICANS ADVANCING JUSTICE |
CHICAGO**

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[To be updated when finalized]

Article 1: Coverage

1. This contract covers all employees of Asian Americans Advancing Justice Chicago (the “Employer” or “Advancing Justice—Chicago”) except exclusions mandated by the National Labor Relations Act.
2. Chicago News Guild (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. Performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this contract:
 - (a) The kind of work either normally or presently performed within the Unit covered by this contract as of February 5, 2020;
 - (b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit as of February 5, 2020;
 - (c) Any other kind of work assigned to be performed within said unit.

Article 2: Contract Length

The terms and conditions of this Agreement are for four years (January __, 2022 to January __, 2026). The parties will be put on bargaining notice at 120-150 days before contract expiration. Bargaining will open 60-120 days before the contract expiration unless both parties agree otherwise.

Article 3: 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 Shop 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 4: Dues Deduction

1. Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the weekly earnings of such employee and pay to the Guild not later than the 10th day of each 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:

ASSIGNMENT
AND
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To:

I hereby assign to the _____ News Guild-CWA, and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the _____ Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization are voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

January __, 2022

This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues, and assessments.

Employee's signature

Date

Article 5: Hiring

1. When a vacancy exists, the Employer shall notify the Guild of each vacancy (including bargaining and non-bargaining unit) at least two weeks before posting a job description and shall give fair consideration to the hiring of any candidate suggested by the Guild. The Employer retains full discretion to select, hire, promote and transfer employees. For non-senior staff positions, bargaining unit members will be given the opportunity to provide feedback for vacancies that directly relate to their job, and at least one member will be involved in the interview process. For hiring of a senior staff position that directly supervises any employees, the Employer shall give employees that would be supervised by that senior staff position a reasonable opportunity to participate in the hiring process and the Employer shall give fair consideration to their collective feedback. At least one member of the Unit shall be involved in the interview process. For hiring of the Executive Director position, the Employer shall give all employees reasonable opportunity to participate in the hiring process and present their collective feedback to the Board for its fair consideration prior to the Board making a final hiring decision.

2. The Employer shall hire employees without regard to age, sex, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, gender identity, caste, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated. The Employer's hiring standards shall not exceed those required to perform the job.

Article 6: Information

1. The Employer shall supply the Guild on request with a list containing the following information for each Unit employee:
 - a. Name, address, and date of birth,
 - b. Date of hiring.
 - c. Salary, including bonus arrangements, or other forms of compensation.
2. The Employer shall notify the Guild annually in writing of:
 - a. Merit increases granted by name of the Unit employee, individual amount, resulting new salary, and effective date.
 - b. Salary changes by reason thereof, and effective date.
 - c. 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 Unit employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 of this Article for each new Unit employee.
4. The Employer shall supply the Guild with full information as to hiring and procedures.
5. The Employer shall furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the 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 or the Guild with written consent by the employee shall have the right to review the employee's personnel file and upon request shall be provided copies of all material in the employee's file.

Article 7: Grievance Procedure

1. The Guild shall designate a grievance committee 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 an employee and the Employer.
1. The Employer will endeavor to meet with the grievance committee within five business days, but no later than ten business days after request for such meeting to discuss a grievance, absent an agreement for a different timetable between the parties. Efforts to adjust grievances shall be made on Employer time.
2. Any matter involving the interpretation, application, administration or alleged violation of this contract (except renewal of this contract), including any question whether a matter is arbitrable, not satisfactorily settled within 30 days of the Guild's request to meet shall be submitted to mediation at the Federal Mediation and Conciliation Service ("FMCS"). In the event mediation is unsuccessful in resolving the grievance, the grievance may be submitted to final and binding arbitration by either party to an FMCS panel from the National Academy of Arbitrators. The costs of such mediation and 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.

Article 8: Security

1. There shall be no dismissal except for just and sufficient cause.

1. Progressive Discipline.

In determining whether to discipline and the level of discipline, the Employer may consider the severity of the conduct, the frequency of the conduct, the length of time between instances of the conduct, the employee's prior disciplinary record, the employee's length of employment, and any other relevant circumstances and information, including any mitigating factors relating to the underlying event. The Guild and the Employer agree to adopt a program of progressive discipline and the following sequence of discipline shall generally be followed:

- a. Verbal Warning.
- b. Written Warning.
- c. Final Written Warning and/or Final Written Warning with Suspension Pending Investigation (any suspension will be paid and at the sole discretion of the Employer. A suspension will not exceed 14 calendar days absent mutual agreement between the Employer and Guild)
- d. Discharge.

Discipline will not be used for further progressive discipline if the employee is free from the same or similar offenses from the most recent level of discipline for a period 9 consecutive months.

The Employer reserves the right to invoke any step in the progressive disciplinary sequence at any time, including summary discharge without prior warning for gross misconduct. Except as otherwise provided in this Agreement, the Guild may grieve any discipline or discharge, as provided for in the Grievance Procedure. For any step prior to termination, Management may utilize any disciplinary step more than once.

3. Notice to Guild. The Guild will be notified in writing of any disciplinary steps beyond a verbal warning, including any written warning, final written warning, suspension or discharge, at the time of the discipline or as soon thereafter as is practicable.

4. There shall be no dismissal of or other discrimination against an employee because of membership or activity in the Guild, nor because of age, sex, race, creed, caste, color, national origin, marital or parental status, family

relationship, sexual orientation, gender identity and expression, political activities or political belief, mental or physical disabilities.

5. There shall be no imposition of speedup or unreasonable duties upon an employee.
6. A new Employee shall be a probationary Employee for a period of sixty (60) working days. The dismissal of an Employee during the Employee's probationary period shall not be subject to the provisions of the Grievance Procedure.

Article 9: Leaves of Absence

An unpaid leave of absence for up to five (5) days upon request shall be granted to an employee elected or appointed delegate to conventions of The Newspaper Guild-CWA, AFL-CIO or any organization with which The Newspaper Guild-CWA is affiliated, and to a delegate to special meetings called by The Newspaper Guild-CWA, or by a branch thereof or by an organization with which The Newspaper Guild-CWA is affiliated, or TNG-CWA training.

1. Sabbatical Leave.

Sabbatical leave is a privilege for exempt and non-exempt staff, not an entitlement. It is subject to the approval by the Executive Director and one's immediate supervisor. The purpose of sabbatical leave is to reward outstanding performance and continuous employment, to promote personal and professional renewal, and to address potential "burnout" of long-term employees.

To be eligible for sabbatical leave, the sabbatical candidate must satisfy the following requirements:

- a. The employee must have been continuously employed by Advancing Justice—Chicago for five years as a full-time, permanent employee for each sabbatical leave requested;
- b. The employee must not be within 9 months of the issuance of a final written warning.
- c. The employee must provide at least six months' notice to the Executive Director and immediate supervisor; in the case of the Executive Director, such notice must be provided to the President of the Board of Directors.
- d. The employee must indicate the start and end date for his or her proposed sabbatical leave, and whether he or she intends to add accrued, unused vacation hours to his or her sabbatical leave;

If granted, sabbatical leave must conform to the following requirements:

- a. Sabbatical leave will be six (6) weeks for every five (5) years of continuous, full-time employment by exempt and non-exempt permanent employees.
- a. Up to six (6) weeks of unused, accrued vacation time may be added to sabbatical leave totaling no more than twelve (12) weeks of compensated sabbatical and vacation leave.
- a. While on leave, the employee will not accrue sick or vacation time, but shall continue to receive health care, life insurance, dental, and

disability benefits to the extent permitted by the terms of the respective benefit plan.

- b. The employee must take sabbatical leave within eighteen months of first eligibility or forego sabbatical leave for that five-year period, except with written permission from the President of the Board of Directors.

2. Other unpaid leave

Full-time, part-time and temporary employees may request unpaid leave, up to six months maximum for circumstances not covered by any of the other policies included herein, by filing a written request with the Executive Director or in the case of the Executive Director, to the President of the Board of Directors. (For example, leave may be granted to an employee to attend classes to further their education.)

To be eligible for a leave of absence, the employee must have completed a minimum of two years' service with the Advancing Justice—Chicago.

Subject to the terms and conditions of the applicable benefit plan, employees may be eligible to continue to participate in Advancing Justice—Chicago's group plan for medical care and life insurance, but at his/her own expense. Payments to Social Security, Worker's Compensation and Unemployment Compensation will be suspended because taxable wages are not being paid during the leave of absence. Vacation and sick leave will not be accrued at this time.

The Executive Director may grant or deny the request, in his/her discretion, depending on the circumstances of the request and/or the needs of Advancing Justice—Chicago.

Article 10: Military, Other Service

Full-time, part-time, and temporary employees who must be absent from work due to service in the uniformed services must notify their supervisor as much in advance as possible, so that Advancing Justice—Chicago may make plans for the employee’s absence. Advancing Justice—Chicago complies with federal law regarding reemployment of persons who leave work to serve in the uniformed service.

Article 11: Workplace Safety and Health

1. The right of an employee to:
 - a. refuse to accept an assignment or a job which the employee has a reasonable basis to believe is hazardous or is performed under hazardous conditions, based on the Employer not having met requirements or followed official guidance of OSHA, CDC or state and local government agencies responsible for health and safety issues; and
 - b. refuse to report for work because the employee has reasonable basis to believe that travel to or from work, or work at the employee's place of work is hazardous, based on the Employer not having met requirements or followed official guidance of OSHA, CDC or state or local government agencies responsible for health and safety issues, is hereby confirmed.
2. No employee shall be docked for work-time lost for:
 - a. exercising the aforesaid right to refuse an assignment, or job, or to report for work based on the reasonable basis as described in Section 1; or
 - b. inability to report for work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to natural phenomena or hazardous conditions created by human acts, including by way of example but not limited to, storm, flood, fire, explosion, riot or other civil disturbance or military or police operation.
 - c. Any employee has the right to work from home if they are unable to commute to work because of a physical or a mental health condition, in accordance with a note from a licensed physician or licensed mental health professional.

Nothing in this provision precludes the employer from discussing and agreeing to an accommodation that may be more favorable or preferred by the employee making the request.

Article 12: Outside Activity.

Employees shall be free to engage in any activities outside of working hours so long as such activities do not constitute a conflict with their position or job duties with Advancing Justice—Chicago.

Article 13: Social Media.

1. Scope. This policy applies to all employees.
2. Purpose.

The Employer recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Instagram, Pinterest, Tumblr and blogs. However, employees' use of social media can pose risks to the Employer's confidential and proprietary information, reputation, and brands. To minimize risks and to avoid loss of productivity from employees' job performance, the Employer expects its employees to adhere to the following guidelines and rules regarding social media use.

If social media activity would violate any Employer policies in another forum, it will also violate them in an online forum. For example, employees are prohibited from using social media to:

- a. Violate IT resources and communication systems policies
 - b. Violate confidentiality and proprietary rights policies
 - c. Engage in unlawful harassment
 - d. Circumvent policies prohibiting unlawful discrimination against current employees or applicants for employment
 - e. Violate privacy policies, including applicable federal, state, or local laws, for example disclosing personally identifiable information of children or their family members
3. Personal Use of Social Media

Employees may occasionally desire to use social media for personal activities at the office or by means of the organization's computers, networks, and other IT resources and communication systems. This use is authorized during non-working time, such as rest and meal breaks, so long as it does not involve vulgar, obscene, threatening, intimidating, or harassing content, is not maliciously false, does not violate any other Employer policies or employee obligations and does not interfere with employment responsibilities or productivity. When creating social media accounts or registering a profile for personal use, to avoid misrepresenting yourself as an official spokesperson of the Employer, use your personal email address.

In the event an employee desires to use the organization's IT resources and communications system for personal activities, such as use of social media, there is no expectation of privacy. All contents of Employer IT resources and communication systems are the property of the Employer; therefore, employees should have no expectation of privacy in any message, files, data, document, social media post, conversation, or any other kind of information or communication transmitted to, received or printed from, or stored or recorded on Employer electronic information and communications systems. The Employer reserves the right to monitor, intercept, and review, without further notice, every employee's activities using the organization's IT resources and communication systems, including but not limited to social media postings and activities. An employee's use of such systems for personal purposes provides such consent to monitoring. Do not use Employer IT resources and communications systems for any matter which is desired to be kept private or confidential from the Employer.

4. Business Use of Social Media

Certain designated employees are required to use social media as part of their job duties for Employer marketing, public relations, recruitment, corporate communication, or other business purposes. Such designated employees should seek guidance from Communications staff or their direct supervisor for more information on proper use of these sites. Note that the Employer owns all social media accounts and associated content used on behalf of the organization, regardless of the employee that opens the account or uses it.

5. Media and Press Inquiries

The Employer designates certain employees as spokespersons for the Employer to ensure accurate information is communicated. If a member of the media solicits official information about the Employer, do not make any comment on behalf of the organization without consultation from Communications staff or your direct supervisor.

6. Guidelines for Employees' Responsible Use of Social Media

The above material covers specific rules, policies and obligations that employees must follow in using social media, whether for personal or business purposes. The following sections of the policy provide employees with common sense guidelines and recommendations for using social media responsibly and safely.

- a. Protect the Organization's Goodwill, Brand, and Business Reputation

- i. Remember that what you publish might be available to be read by the masses (including the organization itself, future employers, and social acquaintances) for a long time. Keep this in mind before you post content.
 - ii. When you disclose your affiliation as an employee of the Employer, it is recommended that you also include a disclaimer that your views do not represent those of your employer. For example, consider such language as “*The statements and opinions listed here are my own and do not represent those of my employer.*”
 - iii. Negative posts or commentary about the Employer or its products and services may occur. Unless specifically authorized to do so, refrain from responding on behalf of the Employer. These posts can be directed to Marketing and the Communications Team for official Employer responses.
- b. Respect Intellectual Property and Confidential Information
 - i. The Employer restricts employees’ use and disclosure of the organization’s trade secrets, confidential information, and intellectual property. Beyond these mandatory restrictions, you should treat the organization’s trade secrets, intellectual property, and other proprietary information about Employer as confidential and not disclose them through use of social media.
 - ii. Avoid misappropriating or infringing on the intellectual property of other companies and individuals, which can create liability for yourself.
 - iii. Respect laws regarding copyrights, trademarks, and other third-party rights. To protect yourself, reference sources of particular information you post or upload and cite them accurately. If you have any questions about whether a particular post or upload might violate the copyright or trademark of any person or company, consult our Communications staff for guidance.
- c. Respect and Comply with Terms of Use of All Sites You Visit
 - i. Do not expose yourself to risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites you visit and ensure your use complies with them.

d. Respect Others

- i. In addition to complying with the Employer's anti-harassment and anti-discrimination policies, do not post, or express a viewpoint on another's post, such as by "liking" a Facebook post, anything that Employer donors, participants, or business partners would find offensive such as ethnic slurs, sexist comments, discriminatory comments, profanity, abusive language, or obscenity, or information that is maliciously false.

7. Conduct Not Prohibited by This Policy

This policy is not intended to preclude or dissuade employees from engaging in activities protected by federal, state, or local law, including the National Labor Relations Act, such as discussing wages, benefits, or other terms and conditions of employment, raising complaints about working conditions for your own and your fellow employees' mutual aid or protection, or for legally required activities.

There shall be no secret surveillance of employees nor shall electronic supervisors, tape recordings, telephone monitoring systems, monitoring of employees' electronic files or voice mail, or similar procedures or devices be used.

Article 14: Performance Review

Advancing Justice—Chicago expects all employees to perform their jobs competently and reliably. Generally, performance reviews of employees will be conducted on a regular and periodic basis, but no less frequently than annually. Performance reviews are intended to identify both those aspects of the job which are being performed well and those aspects that need attention.

Appendix A is the evaluation used for performance review.

360 Evaluation language:

All unit employees shall provide annual feedback regarding their supervisor's performance in their role as supervisor over the past year, including but not limited to the supervisor's ability to communicate priorities and expectations, to provide constructive feedback, to support a positive working environment, to support professional growth, and to manage workload.

- On an annual basis at least 30 days prior to the end of the fiscal year, the HR Department will contact employees to offer the choice of either meeting with HR or providing written feedback regarding their supervisor's performance.
- Employees will provide the feedback within 30 days of the notice from HR. If providing feedback through a meeting, staff members can elect to have a union rep present at the meeting.
- HR will compile the feedback and share feedback (as approved for clarity/accuracy by the employee) with Executive Director and the supervisor. When sharing any feedback with the supervisor, HR will preserve anonymity of those providing feedback, to the extent practical while still ensuring useful feedback to the supervisor.
- Employees shall not be formally or informally disciplined or retaliated against in response to feedback they share pursuant to this Section. Employees shall not in any way be discouraged from participating and offering their full opinion on the performance of their supervisors.

Article 15: Snow Days Policy

If the Chicago Public Schools are closed due to a “snow day”, then Advancing Justice—Chicago’s office will also be closed during that day as well. When possible prepare for snow days by taking work home the day before.

Article 16: Flex Time

While Advancing Justice—Chicago does not provide compensatory time, Advancing Justice-Chicago does allow for flex time, as approved by a supervisor, which is an adjustment to regular work day due to irregular work, such as evening or weekend work. Flex time requests will be granted, consistent with past practice and will not be unreasonably denied.

Flex days cannot be taken on dates of major Advancing Justice—Chicago events, staff retreats, All-Staff meeting Tuesdays, or dates of any other pre-scheduled all-staff activities. Flex time should be used within two (2) weeks of the weekend or evening worked. Flex time used beyond the 2-week window needs to be approved by a supervisor.

Article 17: Work From Home Policy

After one (1) full year of employment, employees can opt into designating one workday per week as a work-from-home day. The employee must choose what day they will be working from home with their direct supervisor and may not choose a day that interferes with regularly scheduled AllStaff or departmental obligations. (i.e., Organizing Team meetings, AllStaff meetings, Development meetings). If an employee must come into the office during their regular work-from-home day, they must be given the option to work from home a different day that week or an additional day the following week.

Any unit employee, who is not under an active written warning or under progressive discipline, will be eligible to request and have approved work from home, per the current policy of one day a week, once the employee has reached a full year of employment with the organization. Additionally, for the limited purposes of this inaugural collective bargaining agreement, any unit employee hired more than six (6) months prior to the effective date of this CBA will have a shorter, six (6) month requirement before becoming eligible to request to work from home.

Article 18: Management Rights

All Employer rights, powers, discretion, authority and prerogatives are retained by and shall remain vested solely in the Employer (Advancing Justice—Chicago), except as limited by an express term of this Agreement. The Employer may adopt reasonable rules, policies and procedures, and organizational structure changes, as it deems necessary to manage the Organization, provided that they are not at variance with an express term of this Collective Bargaining Agreement.

Article 19: Classification of Employees.

Full-time employees are any employees working at least forty (40) hours per week.

Article 20: Hours of Work.

Advancing Justice—Chicago’s normal workweek is Monday through Sunday, beginning and ending at midnight on Sunday, and consisting of forty hours. The normal workday for most employees will consist of eight hours of work.

Office hours are Monday through Friday from 9:00 am to 5:30 pm.

Each employee’s hours will be determined by management upon time of hire but may be subject to change with the needs of Advancing Justice—Chicago.

Article 21: Pay Procedures.

Advancing Justice—Chicago pays employees by check or direct deposit on a bi-weekly-basis. If the regularly scheduled payday falls on a holiday or weekend, the payday is one workday before or after the holiday or weekend.

Article 22: Expenses.1. In-Town Travel

In-town travel is defined as any travel within the six-county Metropolitan Chicago area of Illinois, but does not include travel to the office from an employee's home or from the office to an employee's home.

Reimbursement may be made for transportation to and from official meetings, and other official appointments for the conduct and administration of one's responsibilities. All reasonable effort must be made to take public transportation or other low-cost transportation options. When travel is by public transportation, all effort must be made to take advantage of discount fares.

For employees who drive to and from meetings and appointments that are required as a part of his or her job responsibilities, reimbursement for mileage, either from Advancing Justice—Chicago's office or from the employee's home, whichever one is closer, is the then current amount allowed by the Internal Revenue Service Code for business mileage reimbursements.

a. One-Time Transportation & Parking Costs

One-time transportation and parking costs incurred by an employee to and from work events or meetings using public transportation, rideshare, or other reasonable means will be fully reimbursed per the normal work expenses reimbursements policy.

b. CTA Benefit

Advancing Justice-Chicago will avail itself to the CTA/Ventra benefit program, which will enable any individual employee who opts into the program for pre-tax spending on local transportation costs. This will be effective no later than two (2) months after the execution of the CBA.

2. Out-of-Town Travel

Out-of-town travel is defined as any travel outside of the six-county Metropolitan Chicago area of Illinois.

No employee may travel out of town at Advancing Justice—Chicago's expense without prior approval in writing from that employee's supervisor. These advance travel requests must indicate a brief explanation of the trip, mode of transportation, destination and the period during which the

employee will be on travel status.

Article 23: Paid Holidays.

The paid holidays recognized by Advancing Justice—Chicago include the following:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

In the event a paid holiday falls on a weekend, then Advancing Justice—Chicago has the discretion to designate one (1) weekday immediately before or after such weekend as a holiday.

However, because of the nature of our work, it is important that some employees be available to work on these holidays. Each employee is expected to cooperate in assuming his/her fair share of holiday work. When an employee does work on a designated holiday, s/he will be permitted to take a different paid day off, to be selected by the employee with the consent of his/her supervisor.

Full-time employees are paid for each observed holiday (or substitute day off).

In addition to the holidays designated by Advancing Justice—Chicago, full-time employees are entitled to six (6) floating holidays. These are six (6) paid days off that the employee may take at any time (with two (2) weeks advance notice and your supervisor's permission), in order to celebrate religious or other holidays not on our holiday list, attend to personal business, or for any other purpose. Any floating holidays not used during the year will be forfeited and cannot be carried over to the following year. Upon termination, no compensation will be paid for accrued but unused floating holidays.

Article 24: Vacation.

Employees accrue paid vacation leave as part of their compensation. Newly hired employees do not accrue vacation during the first six (6) months of their employment; however, upon the satisfactory completion of their employment during this six-month period, vacation accrual is retroactive to the date of hire.

Employees with less than twelve (12) months service with Advancing Justice—Chicago will accrue a maximum of twelve (12) vacation days per year. Employees with at least twelve months but less than twenty-four (24) months service with Advancing Justice—Chicago will accrue a maximum of three (3) weeks of vacation time per year (i.e., fifteen vacation days per year). Employees with twenty-four (24) months or more service with Advancing Justice—Chicago will accrue a maximum of four weeks of vacation time per year (i.e., twenty (20) vacation days per year). Accrual is based on a 40-hour week.

For each year, employees are encouraged to use at least one-half of the vacation time accrued for that year. Accrued but unused vacation leave during any year may be carried over to a subsequent year at a maximum of fifteen (15) days. Any remaining accrued but unused vacation leave is forfeited, without any compensation. Upon transition out of employment any accrued but unused vacation time will be paid at the employee's then compensation rate.

Any request to use vacation leave should be made at least two (2) weeks in advance to the employee's immediate supervisor. All vacation leave must be requested before taken. All requests for more than four (4) consecutive days of vacation must be pre-approved by all of Advancing Justice—Chicago's senior managers. Approval of vacation requests will be subject to consideration of Advancing Justice—Chicago's operational needs.

For each current employee at the start date of this Agreement, they shall each have the one-time option of receiving payment for any vacation days over the carry over limit of fifteen (15) days that were accrued but unused before the start date of this Agreement, at the employee's compensation rate prior to the effective start date of this Agreement.

Article 25: Sick Leave.

Employees accrue paid sick leave as part of their compensation at the rate of one sick day per month. Employees will accrue a maximum of twelve (12) sick days per year. Employees will accrue any unused sick days beyond each anniversary year up to a maximum of 50 days. Upon termination, no compensation will be paid for accrued but unused sick leave.

Notification of the use of sick leave should be made as soon as possible to the employee's supervisor or the Executive Director. Use of more than five (5) consecutive business days of sick leave, or more than five (5) business days of sick leave within any period of ten (10) business days, must be satisfactorily documented (e.g., a doctor's note). In the event no such documentation is provided then Advancing Justice—Chicago may consider all such days to be the use of vacation leave. Sick leave time is for sick leave purposes only and may not be used to extend vacation periods.

An employee is eligible to participate in the Company's Term Life and AD&D Insurance Short-Term Disability Insurance, and Long-Term Disability Insurance.

Article 26: Partial Employment During Fiscal Year

Time off for Advancing Justice—Chicago employees is based on Advancing Justice—Chicago’s fiscal year of July 1st through June 30th. The number of vacation and floating holidays for each employee is based on a full fiscal year of employment. If an employee works less than the full fiscal year, their vacation and floating holidays will be prorated according to the rate of “number of full months worked in the current fiscal year divided by twelve (12) total months.” This rate will then be used to determine the amount of vacation and floating holidays for the employee’s partial year of employment. Vacation, sick leave, and floating holidays will accrue only for full months worked.

Article 27: Salary.

1. Minimum Salary

The minimum salary for any full-time employee who is not a lead shall be \$44,000.

The minimum salary for any full-time employee who is a lead shall be \$50,000.

2. Pay Scale

All employees within the Unit shall receive an annual 3% Cost-of-Living Adjustment (COLA) salary increase on the annual anniversary date of this Agreement.

No employee's salary shall be decreased during the term of this Agreement.

1. Current Employee Salary Adjustments

Upon the execution of this Agreement, all current employees within the Unit who are not leads shall earn a minimum salary of \$46,000 and all current employees who are leads shall earn a minimum salary of \$55,000.

2. Salary Transparency to Prospective Employees

Any final candidate for hire for an open position within the Unit shall be provided by Advancing Justice-Chicago the following information:

- (a) The name of each Unit employee;
- (b) Each Unit employee's job title;
- (c) Each Unit employee's official start date of full-time employment with Advancing Justice-Chicago; and
- (d) Each Unit employee's current salary.

Article 28: Seniority.

Seniority shall be counted from the first day of employment with Advancing Justice—Chicago including independent contractors who work an excess of thirty (30) hours a week and year-round, full time fellows who have worked for at least one year, and will accrue based on the number of years of employment with Advancing Justice. Seniority will be applied for as discussed below:

- Layoffs and Recall
- Selection of vacation days
- Priority of Sabbatical dates

Article 29: Temporary Work Additions.

1. In cases where a temporary vacancy will exist consistently for a duration of more than 15 (fifteen) work days, a bargaining unit employee may be asked to temporarily fill the vacancy, but not for an exempt management position. The bargaining unit employee who will be asked to undertake some of those duties will be provided a written explanation of the changes in their employment terms. No employee may be asked to fulfill the duties of a vacant position for a period exceeding three (3) months. Additional duties from a vacant position shall not exceed 25% or ten (10) hours of an employee's work plan.
2. No employee with an outstanding performance-based final written warning under the progressive discipline process may be asked to temporarily fill the duties of a vacant position for any period of time.
3. No employee may be subject to performance-based progressive discipline related to any additional duties they undertake due to a temporary vacancy on staff.

Article 30: Bereavement Leave.

Employees will be given up to one week's (five [5] days) time off with salary and benefits as usual in the event of a death in the immediate family and can use any available sick time, floating holidays and vacation. Employees may request and have approved up to two weeks of part-time work in addition to the bereavement leave to transition back to full time while grieving. The immediate family is defined as: the employee's parents, step-parents, siblings, step-siblings, grandparents, spouse, partner, children, step-children, in-laws, parents of partner, grandchildren, and close loved ones. All bereavement requests must be approved by the employee's supervisor and the Executive Director, but shall not unreasonably denied.

Article 31: Jury Duty.

Full-time employees who are selected for jury duty will be placed on leave. During this leave period, Advancing Justice—Chicago will pay the employee the difference between the employee's normal pay and the amount the employee is paid for serving as a juror, so long as the employee gives their supervisor notice of their selection for jury duty within three (3) business days of receiving the notice. An employee is expected to report to work if jury duty or services as a witness does not require full-time service. All benefits continue to accrue during jury duty leave.

Article 32: Layoffs, Severance, and Recall.

1. Layoff

- a. Where Advancing Justice seeks to lay off any Bargaining Unit Member, Management shall give that member and the Union as much notice as possible, but no less than sixty (60) days' notice of its intentions, except in cases of extreme unforeseen economic difficulties.
- b. Before any layoffs occur, Management shall consult in good faith with the Union to explore alternatives to the layoff. Other than in extreme unforeseen economic difficulties, management will consult with the union about potential layoffs at least thirty (30) days ahead of announcing layoffs.
- c. Layoffs shall proceed in order of reverse seniority within the following two classifications:
 - i. Organizing Department; and
 - ii. Administration and Development

2. Severance

An employee will be eligible for severance benefits as follows, in exchange for execution of a standard general release agreement acceptable to Advancing Justice—Chicago.

- a. In the event of an employee being discharged due to performance issues (as opposed to misconduct or a layoff), Advancing Justice will be responsible for the employee's health insurance for a period of 2 months, or until the employee finds alternative health insurance, whichever comes sooner.
- b. In the event of a layoff due to financial difficulties, Advancing Justice-Chicago will provide **3** weeks of severance pay for employees who have been full-time staff for at least 2 years. For all employees laid off due to financial difficulties, Advancing Justice-Chicago will also be responsible for the employee's health insurance for a period of 2 months, or until the employee finds alternative health insurance, whichever comes sooner.

3. Recall

- a. An employee covered by this Agreement who is laid off for reasons other than performance issues shall have recall rights for a period of twelve (12) months to any vacant bargaining unit job that they are qualified, willing,

and able to perform. Employees should be recalled in order of seniority in their respective classification.

- b. For a period of twelve (12) months after a layoff, Advancing Justice—Chicago shall make a good-faith effort to notify the Guild or union representative that a laid-off employee who has recall rights and who have provided contact information to Human Resources of any bargaining unit vacancy before hiring new employee.

Article 33: Parental Leave.

It is the policy of Advancing Justice-Chicago to provide Parental Leave to all eligible full-time employees for childbirth or adoption. Total leave available under this policy shall not exceed twelve (12) weeks.

1. Definitions.
 - a. Parental Leave: leave taken after the birth of an eligible employee's child or the placement of an adoptive child into an eligible employee's home.
 - b. Eligible Employee: an employee who has been employed full-time at Advancing Justice-Chicago for at least one (1) year at the time the leave begins.
2. Eligibility. To qualify for Parental Leave under this Policy, the employee must meet the following conditions:
 - a. The employee must have been employed for at least one (1) year and classified as a full-time employee, as defined by Advancing Justice-Chicago; and
 - b. The employee must also meet one of the following criteria:
 - i. Have given birth to a child;
 - ii. Be a spouse or committed partner of a person who has given birth to a child; or
 - iii. Have adopted a child who is 17 years old or younger. This provision does not apply to the adoption of a stepchild by a step parent.
3. Leave Provisions.
 - a. Eligible employees may take Parental leave for a period of up to four (4) consecutive weeks of paid leave; the employee may request up to an additional eight (8) weeks of unpaid leave. The employee may request the use of available paid time off (vacation days, floating holidays and sick days, in that order) to offset part of the unpaid leave period.
 - b. Any parental leave approved under this policy shall run concurrently with any other unpaid leave to which the employee may be entitled under applicable federal and state law, including FMLA leave or similar leave policies.
 - c. Employees must return from parental leave within three (3) business days from the expiration of the parental leave date.

Failure to return may be deemed to be an unauthorized absence or voluntary termination of employment.

- d. Parental leave pay shall be at 100% of the employee's current weekly salary based on a 40-hour work week, for up to four weeks of replacement pay for the paid leave portion.
- e. If the Employee elects to use other available paid time off for any portion of the unpaid leave period, the rules and policies relating to sick days, floating holidays or vacation days shall apply.
- f. Health and dental benefits will continue as elected during parental leave, and deductions will continue as usual during any portion of parental leave that the employee receives compensation. During the approved leave period the employee will continue to accrue sick days, personal days and vacation days; however, any days accrued during the parental leave period cannot be used until after the employee returns to work.

4. Notice.

- a. Employees need to give Executive Director and their manager 3-month advance notice for the commencement of parental leave unless extenuating circumstances apply, as communicated to and approved by the Executive Director.
- b. An employee must request leave in writing and must receive the approval of the Executive Director or Board of Directors.

Article 34: Retirement.

Starting no later than on the 91st day after the effective date of the CBA, Advancing Justice-Chicago will match 3% of an employee's salary to contribute to their 401(k) plan after 1 year of continuous employment as a full-time employee.

Article 35: Medical Benefits.

The Employer will pay 100% of the premiums for medical, dental and vision for single coverage full-time Employees or the equivalent dollar amount of single coverage for full-time Employees who choose a plan that covers dependents (spouse, family, etc.).

The Employer will maintain comparable medical, dental and vision benefits that it is providing as of the execution of this Agreement.

THIS AGREEMENT shall be in full force and effect commencing the __ day of January, 2022, to and including the __ day of January 2026 and from year to year thereafter unless terminated or changed in the manner provided hereinafter.

IN WITNESS WHEREOF, the Employer and the Union have executed this Agreement as of the day and year first above written.

For the Employer:

For the Union:

Asian American Advancing Justice | Chicago

Chicago News Guild

By: _____

By: _____

Title: _____

Title: _____

APPENDIX A

Advancing Justice-Chicago

End-of-Year Performance Evaluation

While conversations between managers and staff members about performance and development should be frequent, our performance evaluation system ensures that a more formal, summary conversation takes place at least once a year. These conversations give managers and staff members an opportunity to reflect on expectations, the manager/staff relationship, and overall performance.

Our performance evaluation template consists of four main sections:

1. **Results (what you got done):** What was their progress in reaching key goals for the year?
2. **Performance Factors (how you got it done):** How are they demonstrating our core values and utilizing skills essential to the position?
3. **Assessment (overall, how well you did + next steps):** How did they do overall? What does the path forward look like?
4. **Manager Feedback/Reflection:** What did you (the manager) do well to support them? How can you better support them moving forward?

Ratings

The following scale is used for all ratings in the review:

- **Exceeds expectations:** Consistently delivers exceptional results; is a model for others to follow. Does their work well and is proactive in creating or implementing strategies and activities that grow the impact of their work.
- **Meets expectations:** Consistently meets expectations in all areas.
- **Partially meets expectations:** Meets expectations in some areas and needs improvement in others. Generally does their work well but needs to improve in order to be able to meet the goals in their area of work.
- **Does not meet expectations:** Needs significant improvement quickly. There are significant issues with the quality of their work and they have not made the improvements that would be expected. If the staff member is not meeting expectations, then ideally this would have been brought to their attention at some point during the year prior to their performance evaluation. If someone is rated “does not meet expectations” but this is the first time that it has been an issue for the goal or activity in question, then that should be noted.

Process

Performance reviews normally occur in **at the end of the Fiscal Year** so we can reflect on results against annual objectives. During the evaluation process, managers will review staff members’ work products and the results they have achieved. All managers must follow the process outlined below. If a manager is not able to follow the process, they must work with the staff they supervise to co-create an evaluation process that both parties feel adequately achieves the purpose of performance evaluations.

1. **Review the Process:** All staff members review the evaluation process and timeline together, both during the AllStaff at which the timeline is announced and during individual check-ins when staff and managers can set personal deadlines for completing evaluations and schedule the evaluation review meeting. Staff members should be given

the time and opportunity to discuss and/or ask questions about the purpose of the evaluations, the evaluation form itself, and the process.

2. **Reflection:** Staff members evaluate and rate how they did their work and what they did – their progress, accomplishments, and performance overall as they review the performance evaluation form. Likewise, managers evaluate how the staff member did their work and their progress, accomplishments, and performance overall.
3. **Staff members fill out the form:** Using the ratings provided, staff should rate themselves based on how well they met expectations around their results, values, and competencies, filling out the narrative section to provide examples of strengths and opportunities for improvement. This self-evaluation is then sent to their direct supervisor. Managers should evaluate each staff member they supervise using the provided ratings.
4. **Evaluation meeting:** The manager and staff member should review the entire evaluation form together, using the form that the staff member submitted and the form that the manager filled out to review and discuss how/if their ratings differ. The discussion should align the manager and staff member's expectations and understanding of their role while also highlighting bright spots and growth areas. Additionally, the staff member should have an opportunity to provide feedback to their manager during this conversation.
5. **Edit the form and submit to HR:** The manager should submit the final, revised evaluation form that the manager and staff member have co-created through their review and discussion during the evaluation meeting. The form should be signed by each person before submission.

Customizing this tool

This template is intended for use by both managers to assess their staff, for staff members to self-evaluate, and for staff members to share feedback with their manager. To get the most use out of this tool, feel free to add or remove sections as you see fit. Insert all of the goals, team or organizational values, and core competencies that you have set expectations for. You may also consider outlining the timeline for your process (including key deadlines) in the “process” section above.

Key Resources

- [Four Ways to Mitigate Bias in Performance Evaluations](#)
- [Eight-Step Guide to Performance Evaluations for Managers](#)
- [360 Feedback Field Guide for Managers](#)

Performance Evaluation Form

Employee Name, Position			
Manager Name, Position			
Review Period		Review Date	
Reviewed by	__ Self	__ Manager	

1. Getting Results

Goal <i>Note: Put each goal in a separate row, adding more rows as needed. If you'd like, you can mark the most important goals in bold.</i>	Result	Rating E: exceeds expectations M: meets expectations P: partially meets expectations D: Does not meet expectations

Comments (optional): To what extent did you/the staff member achieve the goals for the position this past period?

2. Demonstrating Performance Factors

To what degree did you / the staff member demonstrate the following core values and competencies?

Core Values <i>Add more rows as needed</i>	Description of Value	Rating (E, M, P, D, N/A)

Love	Relationships-based; modeling the world we want to live in; creating a welcoming environment; stepping up when others need to step back; nurturing community	
Interdependence	Listener/learner; seeking to understand experiences of others; challenging assumptions; community members as experts of their own experiences; leading with humility, inclusion, and intersectionality; teamwork and partnership building; DARCI; honoring deadlines or honorably renegotiating deadlines	
Tenacity	Seizing windows of opportunity; creative in seeking solutions; outcomes-focused; planning ahead; prioritizing rapid response	
Audacity	Work is guided by aspirations of our community; challenging assumptions of what is achievable; going against conventional thoughts for greater justice; courage as action in the face of fear; investing in underrepresented communities	
Impact	Addressing root causes; working toward meaningful, lasting, and measurable changes that transform systems; prioritizing equity frameworks; solving problems, not just executing tasks	

Core Competencies <i>Add more rows as needed</i>	Description of Competency	Rating (E, M, P, D, N/A)

Comments (optional): In what priority areas of performance (values and competencies) did you / the staff member excel? In what areas is improvement needed?

3. Summary Assessment, Next Steps, and Trajectory at Organization

Overall performance rating:

Exceeds Expectations

Meets Expectations

Partially Meets Expectations

Does Not Meet Expectations

Comments *(Note: if you—the manager—conducted 360 feedback or solicited input from others, use this section to summarize themes and highlights in addition to your own assessment.)*

1. What are 1-3 notable areas of strength?

a.

b.

2. What are 1-3 areas of growth or improvement?

a.

b.

3. What do you see as your / the staff member's trajectory in the organization? What are the next steps?

4. Feedback for Manager / Manager Self-Reflection

What have you / the manager done well or effectively to provide support to the staff member?

What might you / the manager have done differently?

What support is needed from you / the manager moving forward?