

A Quick Guide to the NLG Collective Bargaining Agreement

This summarizes major points of the Agreement only; it is not exhaustive. Management must still consult the Agreement to understand all of its obligations under the Agreement.

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The Basics: Who and What is Covered by the Agreement?

- The Agreement covers all permanent, non-managerial employees of any NLG-affiliated entity, but does not cover volunteers, work-study students, or others whose salary is subsidized by another entity. Full-time staff work 35 hours weekly. (1.2, 1.14, 1.15, 1.16, 7.1, NLG Const., Art. IX)
- Temporary employee: a person who is only employed for a limited term (less than six (6) months) and for special projects, and is ordinarily not covered by the Agreement. Temporary staff are not to be hired in lieu of creating permanent positions. (1.9, 1.11)
- Management is to negotiate with the Union about any hiring of temporary workers. (1.11)
- A temporary employee hired for a specific, finite project of six or more months is considered part of the union and is entitled to the same benefits as permanent employees, including access to the grievance procedure for all matters other than termination. (1.10)
- Independent contractors: Management may contract out certain tasks to independent contractors or consultants. No work shall be contracted out for the purpose of undermining the union, or transferring unit work outside the unit. (1.13)
- The Agreement covers a wide range of matters, including (specific articles in parentheses):
 - Hiring (1, 14, 15)
 - Pay & benefits (5)
 - Hours (7)
 - Holidays, paid and unpaid leave (8, 9, 10)
 - Job descriptions (14)
 - Job openings (13)
 - Evaluations (16)
 - Discipline and termination (17)
 - Reimbursements (11)
 - Training (12)
 - Layoffs (19)
 - Grievances (20)
 - Probation (18)
 - Office conditions (21)
 - Nondiscrimination (4)
 - Employer fundraising (6)
 - Union meetings (2)

Before hiring staff, managers, committees, and other affiliated bodies must:

- Notify the Union before hiring for a new or open position. Management is to ensure Union participation in all phases of the hiring process; the Union has the right to appoint a representative for hiring matters. (15.4)
- Negotiate all job descriptions with the Union before posting and send final copies to the Union. (14.1)
- Notify current NLG employees of all open positions (including managerial positions), and provide them the opportunity to apply before hiring any person to fill them. (13.1)
- Give preference in hiring to current NLG employees, if both a current employee and an outside applicant are equally qualified. (13.2)
- Be prepared to negotiate with the Union to either make a temporary position permanent or eliminate the temporary work, if a temporary employee works consistently for over 6 months for an average of at least 10 hours weekly. (1.12)
- Ensure that there is no discrimination based on race, color, disability, sex, sexual orientation, religion or creed, national origin, age, marital or parental status or stature in hiring, wages or other terms and conditions of employment or opportunity for employment, and that affirmative action guidelines are met. (4.1-4.4)

Once someone has been hired, the Employer must:

- Notify each new employee of the Agreement and ensure that all employees join the union (or are given the opportunity to do so) within 30 days of hire. (2.1, 2.4)
- Notify the Union of the new employee within 30 days of hire and send the Union their name, address, phone number, job title, job description and salary or hourly wage. (2.4) While not explicitly in the Agreement, the Union would appreciate the employee's email address too.
- Negotiate salaries and benefits with the Union. (5.1)
- Provide at least the wages required by the Agreement. (5.1-5.4)
- Provide at least fully-paid life and health insurance, dental, disability, and workers compensation insurance no later than 30 days after hiring. (5.4)
- Provide at least vacation (9.1, 18.7), sick and personal leave (9.2, 9.5, 18.7), holidays (8), bereavement leave (9.3), custodial care leave (10.4), and overtime/compensatory time (7.1, 7.2, 7.6).
- Provide prorated benefits for part-time staff working over 10 but less than 35 hours. (1.5-1.7)
- Negotiate changes to current job descriptions with the Union in advance. (14.4)
- Reimburse employees for all employment-related expenses. (11.1)
- Deduct union dues from the wages of each employee (1.44% of gross wages, each pay period), upon receiving written authorization from the employee. Such authorization should be submitted to the Union in the form of a "green card" (available upon request from Union leadership and accessible on the Union page of the National NLG website). (2.2)
- Remit union dues at least monthly, no later than 5 days after payroll processing. (2.3)
- Provide orientation, training, staff meetings, and performance evaluations. (12, 15.6, 16)
- Provide a safe, healthy, respectful, and harassment free working environment. (4, 21)
- Become familiar with the grievance procedure. (20)

When undertaking discipline, the Employer must:

- Discipline only for just cause. (17.1)
- Follow progressive discipline as required by the Agreement. (17.2)
- Honor *Weingarten* rights when invoked by an employee by only meeting with the employee with their Union representative, if so desired.

At the time of resignation or termination, the Employer must:

- Follow progressive discipline before any employment termination (with the only exception being "gross misconduct" as defined in the Agreement). (17.1-17.3)
- Provide health insurance until at least the end of the month following termination, in addition to all health insurance opportunities mandated by COBRA. (5.5)
- Notify the Union if a position is to be eliminated through attrition (not hiring someone new to fill a vacant position). (17.6)
- Notify the Union of any impending restructuring or financial crisis that could result in layoffs. (19.2)
- While not explicitly required by the Agreement, the Union asks that you notify it of any resignation, retirement, termination, or other departure of any employee.

In general, under the NLRA, the Employer must:

- Bargain in good faith with the Union whenever required by the Agreement.
- Bargain in good faith with the Union over all changes to working conditions before implementing them. (also in CBA 22.2)
- Respond in a timely fashion to requests for information by the Union.
- Ensure that employees are not discriminated or retaliated against because of union activity.