

**Collective Bargaining Agreement**  
**Between**  
**UFCW International Union**  
**And**  
**Washington-Baltimore Newspaper Guild**

October 7, 2007 through October 6, 2010

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## **Preamble**

This Agreement is made effective on the 7<sup>th</sup> day of October 2007, between United Food and Commercial Workers International Union, (hereinafter referred to as "UFCW"), a non-profit labor organization, and the Washington-Baltimore Newspaper Guild ("Guild") chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all the employees described in Article 1.

The UFCW and the Union share a common mission to organize workers to win industrial power in order to achieve higher standards for our members. The parties agree to cooperate with one another in efforts to assure efficient operations, to service the needs of UFCW members and workers it is seeking to organize, and to meet the highest standard in such service. The parties agree that it is their mutual aim to support the growth of UFCW.

It is the intent and purpose of the UFCW and the Guild to promote and improve labor relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed by the UFCW and its employees covered within this Agreement.

The UFCW and the Guild will continue to promote a harmonious relationship in the workplace, and they agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the UFCW with respect and dignity.

## **Article 1. - Recognition and Bargaining Unit**

1. The UFCW recognizes the Guild as the exclusive bargaining agent for employees covered by this Agreement.

2. This Agreement covers all positions listed in Appendix A and other newly created secretarial, administrative and executive staff positions in all headquarters departments, but excluding all employees in job classifications covered by collective bargaining agreements between the UFCW and other labor organizations; all officers and department directors, the positions listed in Appendix B, and other supervisory, managerial, or confidential positions, as defined by the National Labor Relations Act.

## **Article 2. - Union Security**

It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. Those employees who are not members on the date of signing this Agreement shall become and remain members in good standing in the Guild by the thirtieth (30<sup>th</sup>) day after the date of signing of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired after its effective date shall become and remain members in good standing in the Guild by the thirtieth (30<sup>th</sup>) day after the beginning of such employment.

## **Article 3. - Checkoff**

1. The UFCW will check off Guild membership dues, as designated by the Guild, each pay period on the basis of individually signed checkoff authorization cards. The UFCW will remit the dues so deducted to the Guild by the tenth (10) day of the following month.
2. The dues checkoff authorization card shall be as set forth in Appendix D.
3. The Guild shall indemnify and save the UFCW harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the UFCW for the purpose of complying with any of the provisions of this Article or in reliance on such checkoff authorization cards.
4. The UFCW shall provide for payroll deductions for the UFCW Leadership 21 Active Ballot Club on behalf of employees who authorize such deductions in writing.
5. The UFCW agrees to supply the Guild once each year with a list of all employees covered by the Guild bargaining unit, showing name, address, sex, minority group, date of birth, date of hiring, job title, and rate of pay. The UFCW further agrees to supply to the Guild once each month a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.

## **Article 4. - Seniority**

Seniority shall be considered as an employee's continuous and uninterrupted service with the UFCW International Union and its Chartered Bodies since the employee's last date of hire. Temporary absence from work or absences due to illnesses when such absences are approved by the UFCW will not break seniority.

## **Article 5. - Probationary Period and Discipline**

1. a. The UFCW shall have the unlimited right to discharge, without recourse to the grievance and arbitration provisions of this Agreement, a new Administrative and Support employee who has not concluded a probationary period of three (3) months, beginning from the date that the employee begins work, provided that no later than the 30<sup>th</sup> day before the three (3) month anniversary date, the progress of the new employee will be evaluated and the Guild will be notified in writing if any problem or problems appear to be developing.

b. The UFCW shall have the unlimited right to discharge, without recourse to the grievance and arbitration provisions of this Agreement, a new Professional and Technical employee who has not concluded a probationary period of six (6) months, beginning from the date that the employee begins work, provided that on or before the two (2) month anniversary date and on or before the four (4) month anniversary date the progress of the new employee will be evaluated and the Guild will be notified in writing if any problem or problems appear to be developing.

c. The probationary period shall end on the last working day before, as applicable, the three (3) or six (6) month anniversary of the employee. An employee's probationary period may be extended by written agreement of the UFCW and the Guild.

2. Employees, who have completed the probationary period, shall not be subject to discipline or discharge except for just and sufficient cause.

3. Employees with more than three (3) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge except in case of gross misconduct.

4. The Guild shall be notified in writing, contemporaneously with the employee, of any discipline or discharge.

5. a. An employee and the Guild, with the employee's permission, shall have the right to review the employee's file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee's file. The employee shall date and initial all documents in the employee's file.

b. Any material commending or reproofing an employee is to be sent to the Human Resources Office for inclusion in the personnel file and shall be provided to the employee at the same time.

c. An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.

d. Notices of discipline shall be removed twelve (12) months after issuances. If at the time a disciplinary notice is given there is a similar type of warning notice in file, the earlier notice shall remain in the file for eighteen (18) months.

## Article 6. - Filling Vacancies

1. The Guild shall be notified of all vacancies, as they occur, covered by this Agreement. The term "vacancy" includes an opening in an existing position under this Agreement or an opening resulting from the creation of a new position under this Agreement. The UFCW recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer and, accordingly, will give present qualified employees first opportunity to try out for a vacancy in a different position, subject to the prior operation of the recall list.

2. Within fifteen (15) working days of a position becoming vacant, the UFCW either will post the position to be filled consistent with the provisions of this Article or will notify the Guild of the UFCW's intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position. In the event that UFCW elects to leave a position vacant or abolish a position, it will notify the Guild and meet within 30 working days from the position becoming vacant to inform the Guild where any remaining duties of the position will be performed, if at all. The time limit for meeting may be extended by mutual agreement.

3. When a vacancy occurs, the UFCW shall post the opening for six (6) working days prior to advertising to non-employees. The UFCW shall post the notice by electronic mail. The UFCW agrees to notify the Guild of the posting and to consult with the Guild regarding the grade level of any new position or any position in which there is a proposed change in grade level. The Guild has the right to grieve the UFCW's designation of grade level.

4. Posting for vacancies shall be written by the UFCW and shall specify the minimum qualifications (e.g., experience, education and skills). The parties recognize that some positions may require special skills or qualifications. Those skills and qualifications shall be directly linked to the successful performance of the job.

a. When a Guild bargaining unit employee applies for any bargaining unit vacancy and has the qualifications to perform the duties of the job, the employee applicant with the greater seniority shall be moved into the vacancy, unless another applicant has demonstrably superior qualifications.

b. An employee's test scores for a particular competency will remain valid for two (2) years.

5. Any applicant not selected for a position shall be provided by the UFCW a verbal notice within five (5) days after a determination has been made. If an employee so requests, the UFCW will review and evaluate the applicant's qualifications with the employee.

6. a. An employee promoted or transferred under this Article shall have a trial period of three (3) months for Administrative/Support positions and six (6) months for Professional/Technical positions, which may be extended by written agreement with the Guild.

b. The UFCW's evaluation of the employee shall be discussed with the employee no less frequently than after one (1) month, and two (2) weeks before the end of the trial period.

c. At the end of the trial period, the employee shall be confirmed in the position unless the employee has been unable to perform the duties of the job in the opinion of the UFCW. If during the trial period the employee is unable to perform the duties of the new position satisfactorily in the opinion of the UFCW, the UFCW may place the employee in his or her previous position or in a comparable position, without penalty or prejudice.

d. If an employee returns to the position from which promoted or transferred, or a comparable position as provided in subsection C, the employee shall receive the salary that he or she would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee's previous position.

7. The UFCW will attempt to interview Guild applicants within two (2) weeks after the close of each posting period. Thereafter the UFCW will inform the Guild on a monthly basis of the status of efforts to fill the posted position.

8. An employee who has been in a job six (6) months or more may apply for a vacancy, except that any employee in the Secretarial Grades may apply for a promotion in the Professional/Technical Grades at any time.

## Article 7. - Layoff and Recall

1. It is the policy of the UFCW to provide steady employment opportunities for its employees, and to minimize, as far as possible, any fluctuation in employment consistent with the changing needs and responsibilities of the UFCW and economic conditions beyond its control.

2. In the event of a layoff affecting employees within the bargaining unit, the UFCW shall begin the process by consulting with the Guild two weeks in advance of notice to the affected employees. Such consultation shall include providing the Guild with the following:

a. Identifying the departments in which reductions would occur.

b. Identifying the names of those persons who the UFCW intends to lay off. The UFCW shall make layoffs in the identified departments in the inverse seniority order of the employees in the departments.

c. During this two week period, those persons once identified will be given the opportunity to replace the least senior persons within the Guild's entire jurisdiction in the same or lower pay grade positions for which the employee has transferable skills, and for which those employees targeted for layoff have the ability and meet the minimum qualifications required to perform the work. During this two week period, the UFCW and the Guild jointly will seek to identify positions in the same or lower pay grade for which the employee has transferable skills and into which employees targeted for layoff may bump. If the parties are unable to agree, employees may be offered the positions for which UFCW has determined the employee has transferable skills. The Guild may grieve the UFCW's decision.

It is understood by the parties that testing, to the extent it exists for a particular position, will be required by UFCW. During the notice period, the affected employee will be notified of the position identified, minimum qualifications, and if testing is required, a listing of skills, procedures, or other work processes to be covered by the test.

Upon placement in the position, Article 8, Section 6 shall apply.

3. UFCW after such consultation shall provide an additional two (2) weeks' notice to the affected employees.

4. The UFCW shall provide the laid-off employees severance pay as follows: two (2) weeks pay per year or major fraction thereof for each year of the employee's employment to a maximum of eighteen (18) weeks. An affected employee who exercises his or her right under COBRA to continue their coverage under the UFCW group health plan may choose to have their monthly COBRA premium waived at the rate of one month for every one (1) year of continuous employment, up to a maximum of four (4) months or until they are no longer eligible to continue coverage under COBRA, whichever comes first. An employee shall be eligible for this waiver only if they are not covered under another health plan.

5. a. An employee with at least one year of employment, who is laid off shall have the option of taking severance pay or being placed on a recall list for a period of one year. An employee choosing to be placed on the recall list who is not recalled within one year following layoff shall be entitled to severance pay at the expiration of the recall period or at such time as they choose to have their name removed from the recall list, whichever comes first.

b. Laid off employees on the recall list shall be offered comparable vacant positions for which they are qualified, prior to these positions being posted. The offer shall be made by certified mail and electronic mail to the last address the employee has provided to the UFCW. Recall rights shall be relinquished if the employee does not accept the comparable position offered within five working days after receipt of the offer and agree to return to work within two weeks after accepting the position offered. Time spent on a recall list by a laid off employee shall not constitute a break in continuity of service and seniority.

6. The Joint Labor Management Committee will explore ways to aid employees with career development in the event of layoff.

## Article 8. - Education and Training

1. The cost of educational courses of study required by the UFCW shall be paid completely by the UFCW.

2. Full-time employees, upon the presentation of evidence that they have successfully completed courses at accredited local educational institutions shall be paid up to the full cost for registration, tuition, laboratory fees and any required books or materials. Provided, however, such reimbursements shall not exceed an annual total of \$2,300.00 per employee. Such course(s) must be directly related to the individual's job assignment and be approved in advance by the UFCW except that any course completed at the George Meany Center for Labor Studies shall be fully reimbursed. Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to a career with UFCW may be considered job-related.

3. Based on service with the UFCW, employees shall be reimbursed, upon the presentation of evidence that they successfully completed courses at an accredited four-year local university or community college, the designated amounts for courses not directly related to their job assignment, but which may prepare them for future job improvement with the UFCW. Such courses must be approved in advance by the UFCW, and the employee must present evidence of achievement of a letter grade of "C" or higher before reimbursement will be made.

a. 6 months to 2 years of employment	\$1,000.00 annually
2 years or more	\$2,300.00 annually

In the event an employee receives reimbursement under both sections two and three, the annual total reimbursement shall not exceed \$2,300.00.

b. An employee enrolled in a National Labor College (NLC) degree program shall be granted up to two weeks administrative leave each calendar year for completion of on-campus course requirements. Denial of leave for NLC on-campus course requirements shall be for demonstrated operational need. Seniority will be used where demonstrated operational need limits the number of employees in a department who may be granted leave.

4. The UFCW may permit employees to participate in seminars conducted by outside trainers for the purpose of improving employee performance. In such cases, the UFCW will pay for the seminar and the employee will suffer no loss of pay as a result of attending the seminar.

5. The Joint Labor Management Committee will explore career development programs, as well as effective learning methods, including computer-based training. To further career development opportunities, within one hundred and twenty days (120) of the ratification of this Agreement, the Joint Labor Management Committee will identify and distribute recommended career ladder curricula for skills development and enhancement related to the minimum qualifications of Guild professional/ technical/ administrative unit positions.

6. Upon occupying a new job classification or position, the newly assigned employee will receive five days of on-the-job training from the previous job holder or a similarly qualified person. UFCW will provide sufficient training to perform the job adequately.

7. All employees at the recommendation of their Department Director and approval by the President's Office may attend conferences and/or seminars, with pay, which will enhance job and/or professional performance.

8. Guild stewards, upon appropriate notice to their supervisor, shall receive one education day per year, without pay, for Guild education and training, providing the scheduled time off does not conflict with an employee's work assignment as determined by the director.

## Article 9. - Hours and Overtime

1. a. The standard work week for FLSA nonexempt employees shall be Monday through Friday totaling 35 hours. The standard work day shall be seven hours, exclusive of a meal break.

b. Rest periods shall consist of a 15 minute break in the morning and a 15 minute break in the afternoon.

c. Work performed by nonexempt employees in excess of 37 ½ hours in any one week or on Saturday, Sunday, or holidays shall be paid at the overtime rates as hereinafter set forth.

d. When a nonexempt employee is required to work overtime (other than Sundays and holidays), the overtime shall be compensated for at one and one half times the employee's straight time hourly rate of pay. An employee required to work on the sixth (compensated) day, Sunday or holiday shall be guaranteed a minimum of four hours' overtime pay. All work performed on Sundays shall be compensated for at double (two times) the employee's regular straight-time hourly rate of pay. All work performed on holidays shall be compensated for at double (two times) the employee's regular straight-time rate of pay in addition to his or her holiday pay. Travel time will not be considered hours worked and included when determining overtime pay so long as it does not violate any applicable laws.

e. Nonexempt employees who work overtime three or more hours beyond the normal work day shall be paid a meal allowance of \$12.00. Employees who work overtime six hours but not more than 10 hours on Saturday, Sunday or holidays shall be paid a meal allowance of \$7.00. Employees who work overtime 10 or more hours on Saturday, Sunday or holidays, shall be paid a total meal allowance of \$19.00.

2. Alternative work schedules and arrangements will be maintained and agreed to, subject to the UFCW's operational needs.

3. By mutual agreement with the employee's supervisor, meal breaks may be taken at irregular times or not at all, provided it does not interfere with performing their work or detract from the professional environment, and further provided that the operation of this provision allows the coverage of offices and does not create overtime.

4. Nonexempt employees shall record their time at the beginning of their workday and at the end of their workday when their time deviates from their regular schedule. When a nonexempt employee works any part of their meal break, the employee will record that time. The employee shall sign their time and attendance record at the end of the work week verifying the total hours worked. Absences for exempt employees will continue to be recorded in the established manner on the department weekly attendance report.

5. It is understood that some exempt professional staff perform duties that often require lengthy and irregular hours and travel. In recognition of their irregular and lengthy hours and travel, professional staff may receive compensatory leave with appropriate notice and the approval of their supervisor.

6. Exempt employees may receive two (2) leave days per calendar year for any personal reason not involving sickness. Personal leave may be taken at any mutually agreeable time.

## **Article 10. - Health and Safety**

1. The UFCW will continue to make every reasonable effort to provide for a safe and healthful working environment, and will continue to comply with safety and health regulations set forth by applicable governmental jurisdiction.
2. The UFCW and the Guild shall select up to two (2) representatives each to serve on the joint safety and health committee which shall discuss Safety and Health matters of mutual interest or concern to UFCW and the Guild.

## **Article 11. - Grievance and Arbitration Procedure**

1. The Guild shall designate a standing committee of a reasonable number of its choosing to take up with the UFCW any matter arising from the application of this Agreement or affecting relations of an employee and the UFCW.

2. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement. Grievances shall be filed in writing with the grievant's supervisor with a copy to the Human Resources Office within fifteen (15) working days after the occurrence or within fifteen (15) working days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Efforts to adjust grievances shall be made on UFCW time.

3. Step One: There shall be a meeting between a Guild steward, the grievant and the department head or his/her representative within fifteen (15) working days of the receipt of the written grievance. The department head or representative shall respond in writing within fifteen (15) working days of this meeting.

4. Step Two: If the grievance is not settled by Step One, the Guild may refer the grievance to the Director of Human Resources or his or her designee in writing within fifteen (15) working days of the department head or representative's written reply. The parties shall meet on any grievance referred to this Step within fifteen (15) working days of referral. If the grievance is not resolved, the UFCW shall respond in writing within fifteen (15) working days following this meeting.

5. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled by Step Two may be submitted to final and binding arbitration by either party within (15) working days of the Step Two response. If the parties cannot agree on the impartial arbitrator, then the American Arbitration Association 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. Representatives of the UFCW and the Guild shall complete the selection process within ten (10) working days of receipt of the panel of arbitrators. The arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning any of the terms and provisions of this Agreement. The Arbitrator shall render a decision no later than 90 days after the conclusion of the arbitration. The 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.

6. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

7. The term "grievant" shall be considered to include: any individual Guild member, a group of Guild members or the Guild.

8. The time limits set forth in this Article may be extended upon mutual agreement of the Guild and the UFCW.

## **Article 12. - No Discrimination**

It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, race, creed, color, sexual orientation or preference, gender identity or gender expression, national origin, religious beliefs, or disability. It is further agreed that there shall be no discrimination against an employee for his or her legal Guild activities.

## Article 13. - Travel

1. Employees shall receive \$44.00 per day per diem, plus the actual cost of hotel or motel accommodations for each overnight stay.
2. In the event that an employee is required by their particular assignment to travel to a larger metropolitan area (Atlanta, Boston, Chicago, Dallas, Houston, Los Angeles, New York, San Francisco, King County/Seattle, Toronto, Washington, D.C., Baltimore, Philadelphia, Detroit, Miami, Minneapolis, Cleveland, San Diego, St. Louis, Portland, Denver) the per diem will be \$49.00 per day, plus the actual cost of hotel or motel accommodations for each overnight stay. The rates for out of town per diem allowance for Alaska, Hawaii, Puerto Rico, and the Caribbean, shall include a \$10 differential in addition to the above stated rates.
3. On October 1 of each year, the UFCW will review the standard government per diem allowance for the Continental U.S. and make the necessary adjustment to reflect the government standard, plus \$5.
4. Employees returning from an out of town assignment after 8 p.m. shall receive per diem for the day of travel.
5. Employees assigned to one full day of travel not requiring an overnight stay and returning after 8 p.m. shall receive a per diem of \$23 per day.
6.
  - a. If an employee is on an extended out of town assignment of two (2) consecutive weeks including two (2) consecutive weekends, and if it is mutually agreeable with the Director, the employee may elect to have the UFCW provide coach airline transportation for such employee's spouse or domestic partner to the area of assignment for the second weekend. If the employee makes this election, he or she is required to arrange the appropriate advance notice for cost-effective airline travel.
  - b. When an employee will be on assignment for an extended period of time and is scheduled to return to the same assignment, the employee shall be allowed to leave on Thursday of the second week after 5:00 p.m. In cases where the employee is required to travel by air, availability of flights may be given consideration to allow the employee to reach home on Thursday evening. The employee shall return to the extended assignment late Monday evening the following week.
7. Mileage shall be reimbursed at the current IRS business use rate.
8. Employees who are assigned by the UFCW to attend conferences, seminars, or meetings at which all three meals and lodging are provided shall receive \$14 per diem.

9. Effective following ratification, the UFCW shall provide each eligible bargaining unit employee a transportation subsidy in the amount of \$110 per month toward MetroCheck, or \$110 per month for other transportation. Employees who receive a transportation subsidy will not be eligible for UFCW parking that month. The increase for MetroCheck shall apply with the next regular funds transmittal following the date of ratification.

## Article 14. - Vacations

1. Employees shall receive vacation, with pay, as follows:

a. Employees completing twelve (12) months of continuous employment shall receive fifteen (15) working days, five (5) of which may be taken after six (6) months of continuous employment. During the first year of continuous employment, employees must earn all of the remaining ten (10) working days before they are eligible to use them. This will occur on the employee's first anniversary date. After the first EMPLOYMENT anniversary YEAR, employees are eligible to use their annual vacation allotment AFTER January 1 of each remaining year of employment;

b. After ten (10) years of continuous employment shall receive twenty (20) working days;

c. After twenty (20) years of continuous employment shall receive twenty-five (25) working days.

2. Vacation is earned on the employee's employment anniversary date. Vacation must be used between January 1 and December 31 of the year in which it is earned. Vacation may be taken at any mutually agreeable time. Seniority will be used whenever practicable where operational needs limit the number of employees who may be granted leave at one time. If the UFCW determines that an employee is unable to take a vacation due to a work assignment, such period may be extended to April 30 of the following year.

3. Employees may take earned vacation in increments of one-half day or more.

4. Employees who reach a plateau year resulting in additional vacation may take their additional vacation any time after January 1, of that year, regardless of their anniversary date.

5. Employees who terminate employment shall receive earned/accrued but not taken vacation, paid out in their final pay check. The vacation accrual, if applicable, shall be computed from their last anniversary date to the last day of employment.

6. If the UFCW agrees to increase vacation entitlement for any other International Union bargaining unit in the United States, it will increase vacation benefits for the employees covered by this Agreement effective January 1 of the year following such change.

## Article 15. - Holidays

1. The UFCW recognizes the following as paid holidays for employees covered by this Agreement:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Last Working Day prior to Christmas Day
- Christmas Day
- Last Working Day prior to New Year's Day
- Floating Holiday (Birthday)
- Presidential Inauguration Day

2. The UFCW will recognize any other holiday which may hereafter be declared a general holiday by the President of the United States or by an Act of Congress of the United States, and if such holidays apply to the District of Columbia.

3. If a holiday falls on Saturday, it shall be observed on the preceding Friday, and in the event any of the above-named holidays fall on a Sunday, it shall be observed on the following Monday.

4. An exempt employee required to work on a Holiday shall be eligible for compensatory time off.

## Article 16. - Leaves of Absence

1. Except as otherwise provided for herein, leaves of absence may be granted by the UFCW for a period up to one year, with extensions beyond that period at the discretion of the UFCW.

2. Employees shall be provided leave with supplemental pay during periods of required jury duty and for service resulting from subpoena, as a witness when not the plaintiff nor defendant, by any court of competent jurisdiction. Supplemental pay from the UFCW shall be an amount which when combined with the pay received by the employee for such jury duty or subpoena shall equal the total regular salary which would have been received by the employee from the UFCW for the same period of time.

3. Any employee entitled to vote in a federal, state or municipal election shall be allowed up to two hours off with pay for such purpose at the beginning or end of the employee's scheduled work period. Such time off shall be considered as time worked. Employees exercising this provision are required to notify their immediate supervisor in advance.

4. Authorized leave shall not interrupt the seniority of employees.

5. The UFCW will, upon request, grant employees a parental leave of absence, not to exceed six months from the date of delivery or adoption, without pay, but without loss of seniority. Such employees upon returning to work shall do so to the same position held at the time of taking parental leave at the same rate of pay received at the time of taking such leave, plus any increases given to the employee's classification during the period of the parental leave of absence. Upon such return from parental leave of absence, the employee filling the temporary vacancy occasioned by the parental leave of absence shall be returned to their former classification at the rate of pay received as of the time of the temporary transfer, plus any increases given to their former classification while filling the said temporary parental leave vacancy. In the event the employee takes paid parental leave under Article 17, such paid leave will be deducted from the above six months period.

6. All employees shall be provided leave for the purpose of arranging for and attending the funeral of a member of the employee's immediate family.

a. In the event of the death of the employee's spouse, domestic partner, child, parent, stepparent, legal guardian, or stepchildren, the funeral leave shall be confined to a maximum of five consecutive workdays.

b. In the event of the death of the employee's sister or brother, the funeral leave shall be confined to a maximum of four consecutive workdays.

c. In the event of the death of the employee's daughter-in-law, son-in-law, sister-in-law or brother-in-law, mother-in-law, father-in-law, grandparents, grandchildren or the employee's dependents previously or currently eligible for coverage under the UFCW Health Insurance Program, the funeral leave shall be confined to a maximum of three consecutive workdays.

d. Funeral leave may, at the employee's request and with the concurrence of the UFCW, commence upon the date of death, the day immediately following the day of death, or may be centered around the date of the funeral.

e. Employees will be permitted to take up to one day off without pay for the purpose of attending a funeral of a person not identified above. Employees are expected to provide their supervisor with at least one day's notice of the need to be off. In addition, employees may use eligible personal or vacation time in this circumstance with advance notice and upon approval of their supervisor.

7. Employees who are in the National Guard or Military Reserve shall be provided up to maximum of two weeks leave annually with supplemental pay during periods of required active duty. Supplemental pay from the UFCW shall be an amount which, when combined with the pay received by the employee from such military duty, shall equal the total regular salary which would have been received by the employee from the UFCW for the same period of time.

8. In the event an employee is elected or appointed to any office or position in the Newspaper Guild-CWA or Communications Workers of America or a local of the Newspaper Guild-CWA or Communications Workers of America, this shall be considered good and sufficient cause for a leave of absence.

a. Such leave shall be unpaid but without loss of seniority for a period of time not to exceed 12 months. Such leaves shall be limited to not more than three employees at any one time and no more than one employee from a department at any one time. The employee will advise the department director of their need for the leave at least two weeks in advance of his or her absence and the length of time of the leave.

9. The UFCW will provide the same FMLA rights extended to an employee's spouse, to an employee's domestic partner.

10. A Domestic Partner is an individual who is a member of a Domestic Partnership with an insured employee. A Domestic Partner may be of the same or opposite sex as the employee and must meet all of the requirements as shown in the definition of Domestic Partnership below:

a. Must provide proof of cohabitation (e.g. driver's license, tax return);

b. Are 18 years of age or older and are mentally competent to consent to contract;

c. Are not related by blood in any manner that would bar marriage in their state of residence;

d. Have a close, committed and monogamous personal relationship;

e. Have been sharing the same household on a continuous basis for at least 6 months;

f. Have registered as Domestic Partners where such registration is available; and

g. Have not been registered as a member of another Domestic Partnership within the last six months;

h. Demonstrate financial interdependence by submission of proof of two or more of the following:

(1) Common ownership of real property or a common leasehold interest in such property;

(2) Common ownership of a motor vehicle;

(3) Joint bank accounts or credit accounts;

(4) Designation as a beneficiary for life insurance or retirement benefits or under the partner's will;

(5) Assignment of a durable power of attorney or health care power of attorney; or

(6) Such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

## Article 17. - Sick Leave

1. An exempt employee shall notify his/her immediate supervisor with as much advance notice as possible when he/she will be absent from work due to an illness, accident, disability, etc., that prevents him/her from performing his/her usual duties or responsibilities.

2. Nonexempt employees shall earn one day of sick leave for each month of compensated service after the first six months of employment. An employee shall not be allowed ordinary sick leave during the first six months of employment.

a. A nonexempt employee shall be allowed to accrue up to but no more than 12 days of sick leave. However, no employee shall be permitted to take more than 12 days of ordinary sick leave per calendar year. Sick leave shall not be used in increments of less than fifteen (15) minutes. Non-exempt employees who have sick leave not taken by December 31 may cash out in total up to two days, which shall be paid by January 15 of the following year.

b. A nonexempt employee may use sick leave for dental and/or doctor's appointments, provided the employee gives his or her Supervisor or Department Head notice of such appointment at least one working day in advance thereof, except in case of emergency, in which event notice will be given as soon as possible. Nonexempt employees may also use sick leave in the event of illness of dependents residing with the employee which requires the employee to be absent from work.

c. Nonexempt employees may also use up to five days' sick leave per calendar year for any personal reason not involving sickness. Except in an emergency, personal leave for nonexempt employees may be taken at any mutually agreeable time. Personal leave requests shall be made to the supervisor not later than by 12:00 noon of the working day prior to the requested time off.

d. Employees using the benefit described in Section (b) of this Article must notify their Supervisor or Department Head no later than the end of the first working hour of the day of their absence, unless circumstances over which they have no control prevent them from so doing, in which event notice must be given as soon as possible. Any employee failing to give the required notice shall not receive payment for that absence.

e. Nonexempt employees who have been employed for at least one year with the Employer shall be permitted two (2) additional days of leave with pay per calendar year to care, during a serious health condition, for a sick parent, spouse, domestic partner, or child (or other relative residing with the employee) or other person for whom the employee is the primary care giver. This paid leave also may be used to care for an employee's child during the child's illnesses, emergency medical appointments, parent-teacher conferences, or unscheduled school closings. This leave need not be consecutive, and may be taken in increments of ½ day or more. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the sick relative, person for whom the employee is the primary care giver, or domestic partner.

3. Certain bargaining unit employees' supervisors or department heads may be regularly out of the office on assignment. In these circumstances and for any bargaining unit employee hereby affected, the UFCW shall designate a supervisor whom the unit employee shall report to for attendance, future scheduling of time off, and for office coverage purposes. The UFCW will notify affected employees, and the Guild, in writing when such designations are made.

The employee shall report to the designated supervisor all absences; arrange work schedules and/or future time off requests. It is understood that such reporting shall be within the time limitations set forth in this Article.

For future scheduling of time off, the designated supervisor shall consult with the employee's supervisor or department head and communicate the final decision to the employee as soon as practicable.

The employee may address any work coverage concerns to the designated supervisor as they may arise.

4. The UFCW may request proof of illness in the form of a doctor's or dentist's certificate.

5. Any employee using sick leave for a purpose other than that provided for herein shall be subject to disciplinary action.

6. An employee with at least one year of continuous employment with UFCW shall be eligible for up to six weeks of paid parental leave, provided she or he also meets FMLA eligibility criteria and submits documentation of birth or adoption of a child to UFCW. Such paid FMLA leave shall begin upon the birth of the employee's child to care for the newborn child, or upon the date of placement with the employee of a new child for adoption, and must be taken within 60 calendar days following the event. The leave may be taken non-consecutively within the 60 days, but in no less than one day increments.

Paid parental leave shall be deducted from the employee's available Extended Sick Leave benefit and any FMLA benefit, therefore, an employee will not be entitled to more paid parental leave than their extended sick leave benefit would provide.

## Extended Sick Leave

1. In the event the employee is required to be off the job for more than five consecutive workdays due to illness or accidental injury, and provided the need for such absence is certified by the individual's attending physician, the employee will continue to receive his or her full salary effective with the first workday that the employee is required to be off the job due to illness or accidental injury according to the schedule below.

2. The UFCW may require verification of the individual's physician's certification by its appointed physician. Verification may include an in person clinical evaluation of the employee by an independent specialist selected by the UFCW, the cost of which will be borne by the UFCW. If there is a disagreement between the individual's physician and the UFCW's physician, either party may request that the matter be referred to the UFCW's health insurance carrier's physician reviewer for final review and determination.

<u>Period of Employment</u>	<u>Benefit Period</u>
6 months to 1 year	4 weeks
1 to 3 years	8 weeks
3 years to 5 years	12 weeks
5 years to 10 years	Not less than 16 weeks nor more than 2 years, as determined by the International President
10 years or more	Not less than 26 weeks nor more than 2 years, as determined by the International President

3. Such benefits will be less other income benefits; for example, social security disability benefits, UFCW disability benefits, Worker's Compensation. After 16 weeks, such benefits will be discontinued if the UFCW Executive Committee has approved the UFCW pension disability benefit. After 26 weeks, if continued, such benefits will be 60% of the employee's salary. Extended sick leaves occurring within a 12 month period will be aggregated for purposes of determining the benefit period. Benefit periods will be determined at the time the extended sick leave begins.

## **Article 18. - Pension, Health and Welfare and Annuity Plans**

The retirement plan covering eligible officers and employees of the UFCW and its chartered bodies shall continue to be applicable to the employees covered by this collective bargaining agreement. The retirement plan shall be controlled by the UFCW Constitution and any changes in the retirement plan shall be made in accordance with the UFCW Constitution. Nothing in this collective bargaining agreement shall prevent the UFCW from making changes in the retirement plan.

The health and welfare and life insurance benefits uniformly provided to employees of the UFCW shall be applicable to the employees covered by this collective bargaining agreement. During the term of this collective bargaining agreement, the UFCW shall have the right to make changes in the present health and welfare and life insurance benefits so long as such changes apply uniformly to all employees of the UFCW.

The UFCW Annuity-Savings and Retirement Account Plan covering eligible employees of the International Union shall continue to be applicable according to its terms to the employees covered by this collective bargaining agreement. During the term of this Agreement, the UFCW shall have the right to amend or terminate the UFCW Annuity-Savings and Retirement Account.

The UFCW will promptly notify the Guild on modifications or amendments to any of the above plans.

## **Article 19. - Maintenance of Benefits**

1. The signing of this Agreement shall not act in any manner to reduce or abrogate any vacation benefits existing prior to the signing of this Agreement. All other existing past practices in a labor relations sense not altered or removed by this Agreement shall remain in effect.
2. The UFCW shall continue its past practice of giving holiday bonuses.
3. The UFCW shall continue the Health Care and Dependent Care Reimbursement Account plans.

## **Article 20. - Part Time and Temporary Employees**

1. The UFCW will notify the Guild one week in advance where practicable, upon hiring a part-time or temporary employee (including a person employed through temporary employment services) to perform work normally performed within the Guild's bargaining unit. Such persons may be utilized for a period of up to six months, or for a longer period by agreement with the Guild. The UFCW will notify the Guild upon the job becoming permanent, including the placement of the job on the wage structure.
2. It is understood that persons who perform work for the UFCW, as described in this Article, are not covered by this Agreement.
3. The UFCW will not use a person who performs temporary or project work to displace a regular full-time employee.
4. The UFCW will continue its established intern programs of using college students during summer or other school breaks, or as otherwise mutually agreed with the Guild.

## Article 21. - Miscellaneous

1. Notices - The UFCW agrees to provide bulletin boards in the break rooms on each floor where Guild-represented employees work and one in the Harmarville office. The UFCW agrees to permit the Guild to use the UFCW electronic mail for official Guild meeting notices.

2. Outside Activities - Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not conflict with the UFCW. No employee shall solicit outside work during working hours nor shall the employee seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of the UFCW.

3. The UFCW agrees to maintain the Employee Assistance Program established through the Community Services Agency of the Metropolitan Washington Labor Council, AFL-CIO, and the Allegheny County Labor Council, AFL-CIO.

4. A joint labor-management committee is established. The committee shall have two (2) representatives chosen by the UFCW and two (2) representatives selected by the Guild. The UFCW and the Guild may mutually agree to additional representatives to serve on the committee. The committee will meet quarterly or by mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern to the UFCW and the Guild, as well as the employees the latter represents. The labor-management committee further will be used to facilitate attaining the goals of the UFCW, and enable employees to be more effective and productive in accomplishing the UFCW's mission. The committee may take up non-grievance issues that affect the relations of an employee and the UFCW, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement. Upon the request of either party the committee will review testing procedures to assure that there is a rational relationship between a test and the minimum skills required for the job. The Guild agrees to make committee appointments which reasonably assure confidentiality.

a. The UFCW and the Guild agree it is in their mutual interest to share information regarding the health and welfare and pension plans. Therefore, the Joint Labor Management Committee will meet at the request of either party to review health plan utilization and benefit concerns, and pension plan issues as soon as practical.

b. The Joint Labor-Management Committee shall make as a standing agenda item potential cost savings opportunities and operational efficiencies.

5. The UFCW shall pay the membership dues or association fees for an employee for whom the employee's supervisor recommends, with approval of the President's Office, to have such membership or belong to such association in order to perform assigned UFCW work. This provision excludes payments required under Article 2 (Union Security).

6. Employees, with their supervisor's consent, may make reasonable personal use of office equipment, including computers, provided the use does not interfere with the employee's performance of his or her job duties. Any organizational property, including work space, equipment, and computers used in the course of the employee's job duties are the exclusive property of the UFCW. UFCW reserves the right to access files, computers, records, documents, or other items owned by the UFCW.

7. Subject to work needs and availability of space, Guild meetings may be held and attended during business hours on the UFCW's premises, provided such meetings are reasonable in frequency and duration and are held at lunchtime. The Guild will give the UFCW reasonable notice of such meetings.

8. The UFCW will consult with the Guild in developing an orientation program for new employees.

9. During the term of this Agreement, the Guild agrees that there shall be no strike, and the UFCW agrees there shall be no lockout. It shall not be a violation of this Agreement and it shall not be grounds for discharge or discipline for any employee covered by this Agreement to support or to refuse to cross or work behind any legal primary picket line established against the UFCW by any of its employees or against any labor organization.

## **Article 22. - Classifications and Salary Schedule**

1. The minimum salaries for the classifications under this Agreement are set forth in Appendix C. Classifications under this Agreement are set forth in Appendix A.

2. Upon ratification of this Agreement, all current employees who were on the payroll in their current job classification as of December 19, 1999, and who are in progression shall advance to their next higher step closest to their current salary on the pay scale on January 6, 2008. Thereafter, they shall advance to their next higher step closest to their current salary on the pay scale by moving diagonally through the pay scale. Such employees shall receive their next salary increase January 4, 2009, and then again January 3, 2010.

3. Upon ratification of this Agreement, all current employees who were promoted into the bargaining unit after December 19, 1999 or before October 7, 2004, or who had a promotion within the bargaining unit into a higher job classification after December 19, 1999, shall advance to their next higher step closest to their current salary on the pay scale on January 6, 2008. Thereafter, they shall advance to their next higher step closest to their current salary on the pay scale by moving diagonally through the pay scale. Such employees shall receive their next salary increase January 4, 2009, and then again January 3, 2010.

All employees in progression shall receive 2% lump sum bonus paid no later than the second pay period in January 2008, 2009, 2010.

4. Any employee coming into the bargaining unit October 7, 2004, shall be placed on the pay schedule as determined by the UFCW. Thereafter, they shall advance to their next higher step closest to their current salary on the pay scale by moving diagonally through the pay scale. Such employees shall receive their salary increase once per year on their anniversary date into the bargaining unit.

5. An employee in the Guild bargaining unit who is promoted into a higher pay grade will begin in the new pay grade at the next higher step closest to their current salary, effective on the date of promotion. Thereafter, they shall advance to their next higher step closest to their current salary on the pay scale by moving diagonally through the pay scale. Such employees shall receive their salary increase on their promotion anniversary date.

In the event an employee's entry into the pay scale is less than the previous year's salary in that same step, an adjustment shall be made to the higher salary. Thereafter, they shall advance to their next higher salary closest to their current salary on the pay scale by moving diagonally through the pay scale.

6. Effective with the first pay period in January 2008, 2009, 2010, weekly salaries shall increase 1.5% for all bargaining unit employees who are at or above their top rate for their job classification. Those employees shall receive a 2.5% lump sum bonus paid no later than the second pay period in January 2008, 2009, 2010

7. Lead Secretary positions have additional responsibilities within their department, including coordinating workflow, orientation, and training. The UFCW may designate additional Lead Secretary positions, or remove them. The UFCW will notify the Guild in writing whenever additional Secretary Grade 2 classifications are designated as Lead Secretary. Employees in Lead Secretary positions shall receive a base pay increase to the employee's current rate of pay of \$1,500 annually.

8. The UFCW will designate a Secretary Grade 2 bargaining unit employee as a Key Secretary when she or he has support responsibilities for five or more professional staff and/or managers, with no additional support. Employees in Key Secretary positions shall receive a base pay increase to the employee's current rate of pay of \$1,500 annually.

The UFCW will designate Key Secretary positions based solely on additional responsibilities. The UFCW will notify the Guild in writing of designations to Key Secretary positions.

9. The following applies to all nonexempt employees: Effective after ratification, beginning with the first full pay period following an employee's tenth (10th) anniversary, employees with ten (10) or more consecutive years of service will receive a longevity wage increase of \$12.00 per week. Employees with fifteen (15) or more consecutive years of service will receive an additional longevity wage increase of \$7.00 per week. Such longevity pay shall be in addition to the employee's rate of pay in the salary schedule set forth in Appendix C. Such longevity increase shall be included in all wage calculations.

An exempt employee with 15 or more years of service shall in the pay period which includes their fifteenth (15th) anniversary date, receive a one time lump sum bonus in the amount of 1 % of their annual salary as of that date.

10. Salaries shall be paid bi-weekly.

11. Claims regarding inaccurate job descriptions shall be resolved as set forth below:

a. The employee shall meet with her or his immediate supervisor to discuss the matter. The employee may choose to be represented by the Guild during such discussion.

b. If not resolved in the preceding step, the employee and a Guild representative shall meet and take up the matter with the UFCW's Human Resources Director or designee.

c. If the issue remains unresolved, a Guild staff representative shall meet and take up the matter with the UFCW's Human Resources Director or designee.

If the preceding steps do not satisfactorily resolve the matter, it may be grieved and arbitrated under Article 11 (Grievance and Arbitration Procedure) of this Agreement.

12. Temporary Promotions: If a temporary vacancy in the Guild bargaining unit occurs for any reason, and a nonexempt bargaining unit employee in a lower job classification is assigned to perform the substantial majority of the duties required of the higher classification for 11 consecutive work days or more, the UFCW agrees to temporarily promote the person assigned to perform the higher job classification until the temporary vacancy ends. Such salary increase for the bargaining unit employee assigned to fill the vacancy shall be made according to Article 22, Section 6, but the increase shall be at least \$50 per week.

If a temporary vacancy in the Guild bargaining unit occurs for any reason, and a bargaining unit employee in a lower job classification is assigned to perform the substantial majority of the duties required of the higher classification for 20 consecutive work days or more, the UFCW agrees to temporarily promote the person assigned to perform the higher job classification until the temporary vacancy ends. Such salary increase for the bargaining unit employee assigned to fill the vacancy shall be made according to Article 22, Section 6, but the increase shall be at least \$50 per week.

Where the vacancy is a non-unit position, and a Guild bargaining unit employee in a lower job classification is assigned to perform the substantial majority of the duties required of the higher position for 20 consecutive work days or more, the bargaining unit employee assigned to fill the vacancy shall be paid 10% above the bargaining unit employee's current salary.

a. If the above condition is met, the department director shall notify the affected bargaining unit employee of the temporary promotion and the effective date. The job description for the assigned higher position shall be provided by the department director to the assigned employee at the same time, attesting to an employee's potential eligibility for temporary promotion pay.

b. An employee shall be paid for the eligible period in the pay period following the final consecutive work day (provided the above conditions are met as set forth above) of the temporary promotion assignment, and thereafter, until the assignment ends. If the employee has met the eligibility period, pay shall be made retroactive to the first work day of their temporary promotion. A mutually agreed upon form shall be used to submit the payment request.

c. When a temporary vacancy ends, the bargaining unit employee who was temporarily promoted shall be returned to their previous position and former rate of pay. However, nothing in this Agreement shall require the UFCW to fill temporary vacancies by assignment of a Guild bargaining unit employee, subject to Article 20.

d. While temporarily promoted, an employee is not eligible for temporary promotion pay on the days that employee is on paid or unpaid leave.

# Article 23. - Duration and Renewal

This Agreement shall become effective upon ratification, and shall remain in effect until October 6, 2010. Within ninety days prior to the expiration date of this Agreement, the UFCW or the Guild may notify the other party that they wish to initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations. At any time 30 days after expiration, either party may give the other party written notice terminating the contract, 30 days or more days after the date of the notice.

Agreed upon and signed this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

Washington-Baltimore  
Newspaper Guild, Local 32035

United Food and Commercial  
Workers International Union

\_\_\_\_\_  
Cet Parks  
Executive Director

\_\_\_\_\_  
Joseph T. Hansen  
International President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# APPENDIX A

## Classifications

### Listed by Category in Alphabetical Order

#### **Professional Grade 0**

Assistant Director and Actuary, Negotiated Benefits Department  
Associate Director, Negotiated Benefits Department  
Associate Research Director, Strategic Resources Department  
Chief Lobbyist, Legislative and Political Action Department

#### **Professional Grade 1**

Assistant Director, Information Technology Department  
Assistant Director, Occupational Safety and Health Office

#### **Professional Grade 2**

Assistant to the Director, Communications Department  
Industrial Engineer, Food Processing, Packing, and Manufacturing Division  
Media Designer, Communications Department  
Legislative Representative, Legislative and Political Action Department  
Non-Supervising Senior Accountant, Accounting Department  
Political Representative, Legislative and Political Action Department  
Senior Systems Analyst, Strategic Resources Department  
Senior Research Associate, Strategic Resources Department  
Systems Integrations Specialist, Information Technology Department

#### **Professional Grade 3**

Account Manager, Benefits Office  
Assistant Manager, UFCW Travel  
Audit Analyst, Auditing Department  
Contract Systems Analyst, Strategic Resources Department  
Grassroots Coordinator, Legislative and Political Action Department  
Information Management Specialist, Strategic Resources Department  
Network Support Administrator II, Information Technology Department  
Political Action Account Coordinator, Legislative and Political Action Department  
Research Associate, Strategic Resources Department  
Research/Communications Specialist, Organizing Department  
Senior Campaign Specialist, Organizing Department  
Senior Communications Specialist, Communications Department  
Senior Programmer Analyst, Information Technology Department  
Senior Travel Assistant, UFCW Travel

**Professional Grade 4**

Account Coordinator, Accounting Department  
Account Coordinator, Benefits Office  
Administrative Support Specialist, Secretary-Treasurer's Office  
Applications/Database Coordinator, Strategic Resources Department  
Bilingual Communications Specialist, Communications Department  
Building Operations Specialist, Operational Support and Services Office  
Communications Specialist, Communications Department  
Database Support Coordinator, Strategic Resources Department  
Network Support Administrator I, Information Technology Department  
Online Coordinator, Organizing Department  
Production Services Coordinator, Information Technology Department  
Programmer Analyst, Information Technology Department  
Records Manager, Operational Support and Services Office  
Research Assistant, Strategic Resources Department  
Staff Accountant, Accounting Department  
Telecommunications Specialist, Operational Support and Services Office  
Travel Assistant, UFCW Travel

**Professional Grade 5**

Campaign Coordinator, Organizing Department  
Campaign Assistant, Organizing Department  
Documentation Specialist, Legal Department

**Secretary Grade 1**

Administrative Secretary, Civil Rights and Community Action Department  
Administrative Secretary, Food Processing, Manufacturing, Packing Division  
Administrative Secretary, Collective Bargaining  
Administrative Secretary, Organizing Department  
Administrative Secretary, Retail Stores Division  
Administrative Secretary, Accounting Department  
Administrative Secretary, Communications Department  
Administrative Secretary, Negotiated Benefits Department  
Administrative Secretary, Strategic Resources Department

**Secretary Grade 2**

Administrative Floater, Organizing/Collective Bargaining Office  
Secretary, Auditing Department  
Secretary, Benefits Office  
Secretary, Information Technology Department  
Secretary, Legislative and Political Action Department  
Secretary, Occupational Safety and Health Office  
Secretary, Operational Support and Services Office

## APPENDIX B

<b>United Food and Commercial Workers International Union</b>	
<b><u>Excluded Classifications</u></b>	
<b>Title</b>	<b>Department</b>
International President	President's Office
International Secretary-Treasurer	Secretary-Treasurer's Office
Executive Vice President	Organizing Department
Executive Vice President	Collective Bargaining Department
International Vice President/Department Director	Food Processing, Packing & Manufacturing Division
International Vice President/Department Director	Legislative and Political Action Department
Int'l Vice President/Executive Assistant t/t Pres.	President's Office
Int'l Vice President/Spec. Asst. t/t Dir. of CB	Collective Bargaining Department
Int'l Vice President/National Field Director	Organizing Department
International Vice President/Retail Food Director	Collective Bargaining Department
Director of Network Services	Harmarville-Information Technology Department
Campaign Director	Organizing Department - Basha's Campaign
Structured Campaigns Director	Organizing Department
Field Director	Organizing Department - Smithfield Campaign
Deputy Campaign Director	Organizing Department - Wake Up Wal-Mart
Director of Finance	Secretary-Treasurer's Office
Special Assistant to the Director	Food Processing, Packing & Manufacturing Division
Field Assistant to the Director of Org.	Organizing Department
Administrative Supervisor	Legislative and Political Action Department
Special Assistant to the Director of Organizing	Organizing Department
Field Assistant/Comm. Action Coord.	Civil Rights and Community Action Department
Poultry Coordinator	Food Processing, Packing & Manufacturing Division
Special Assistant for Multiemployer Funds	Collective Bargaining Department
Administrative Assistant to the President	President's Office
Special Assistant to the President	President's Office
Assistant to the President	President's Office
Assistant and Special Counsel to the President	President's Office
Field Assistant	Organizing Department
Spec. Asst. t/t Dir. of Org./Admin Asst. t/t Pres.	President's Office
Administrative Assistant to the S-T	Auditing Department
Comptroller	Accounting Department
Senior Accountant	Accounting Department
Administrative Coordinator	Organizing/Collective Bargaining Office
General Counsel	Legal Department
Associate General Counsel	Legal Department
Assistant General Counsel	Legal Department
Associate Director	Legislative and Political Action Department
Associate Director	Human Resources Office
Associate Director	Civil Rights and Community Action Department
Department Director	Strategic Resources Department
Department Director	Membership Processing Department
Department Director	Negotiated Benefits Department
Department Director	Information Technology Department
Department Director	Civil Rights and Community Action Department
Department Director	Communications Department
Department Director	Retail Stores Division
Department Director	Global Strategies Department
Office Director	Capital Stewardship Office
Office Director	Operational Support and Services Office
Office Director	Occupational Safety and Health Office
Office Director	UFCW Benefits Office
Office Director	Industrial Engineering
Manager	UFCW Travel

## APPENDIX C

<b>Appendix C - Wages and Classification Schedule</b>			
Professional, Technical and Admin Support Staff			
<b>Grade 0</b>			
Step	2008	2009	2010
1	\$90,221	\$91,123	\$92,034
2	\$92,477	\$92,477	\$93,401
3	\$94,177	\$94,789	\$94,789
4	\$95,872	\$96,531	\$97,159
5	\$97,550	\$98,269	\$98,944
6	\$99,209	\$99,989	\$100,726
7	\$100,846	\$101,689	\$102,489
8	\$102,459	\$103,367	\$104,231
9	\$103,033	\$103,996	\$104,918
Professional, Technical and Admin Support Staff			
<b>Grade 1</b>			
Step	2008	2009	2010
1	\$69,835	\$70,533	\$71,238
2	\$70,527	\$71,232	\$71,944
3	\$71,575	\$72,290	\$73,013
4	\$73,231	\$73,364	\$74,097
5	\$74,894	\$75,062	\$75,198
6	\$76,560	\$76,766	\$76,939
7	\$78,229	\$78,474	\$78,685
8	\$79,900	\$80,185	\$80,436
9	\$81,570	\$81,898	\$82,190
10	\$83,237	\$83,609	\$83,945
11	\$84,902	\$85,318	\$85,699
Professional, Technical and Admin Support Staff			
<b>Grade 2</b>			
Step	2008	2009	2010
1	\$59,152	\$59,744	\$60,341
2	\$60,030	\$60,631	\$61,238
3	\$61,630	\$61,531	\$62,147
4	\$63,245	\$63,171	\$63,069
5	\$64,873	\$64,826	\$64,750
6	\$66,514	\$66,495	\$66,447
7	\$68,168	\$68,177	\$68,157
8	\$69,830	\$69,872	\$69,881
9	\$71,503	\$71,576	\$71,619
10	\$73,183	\$73,291	\$73,365
11	\$73,915	\$75,013	\$75,123

Professional, Technical and Admin Support Staff			
<b>Grade 3</b>			
Step	2008	2009	2010
1	\$52,326	\$52,849	\$53,377
2	\$53,103	\$53,634	\$54,170
3	\$54,678	\$54,431	\$54,975
4	\$56,275	\$56,045	\$55,792
5	\$57,892	\$57,682	\$57,446
6	\$59,530	\$59,339	\$59,124
7	\$61,188	\$61,018	\$60,822
8	\$62,865	\$62,718	\$62,543
9	\$64,559	\$64,437	\$64,286
10	\$66,269	\$66,173	\$66,048
11	\$66,932	\$67,926	\$67,827
12	\$67,601	\$68,605	\$69,624
Professional, Technical and Admin Support Staff			
<b>Grade 4</b>			
Step	2008	2009	2010
1	\$44,488	\$44,933	\$45,382
2	\$44,933	\$45,600	\$46,056
3	\$45,600	\$46,056	\$46,740
4	\$47,111	\$46,740	\$47,207
5	\$48,652	\$48,289	\$47,909
6	\$50,221	\$49,868	\$49,496
7	\$51,818	\$51,477	\$51,115
8	\$53,442	\$53,113	\$52,764
9	\$55,094	\$54,778	\$54,441
10	\$56,772	\$56,471	\$56,147
11	\$58,474	\$58,191	\$57,883
12	\$59,059	\$59,936	\$59,646
13	\$59,650	\$60,535	\$61,434
Professional, Technical and Admin Support Staff			
<b>Grade 5</b>			
Step	2008	2009	2010
1	\$38,294	\$38,294	\$38,294
2	\$39,251	\$39,251	\$39,251
3	\$40,694	\$40,232	\$40,232
4	\$42,171	\$41,711	\$41,238
5	\$43,682	\$43,225	\$42,754
6	\$45,229	\$44,774	\$44,306
7	\$46,810	\$46,360	\$45,893
8	\$48,424	\$47,980	\$47,519
9	\$48,908	\$49,635	\$49,180

**Secretary-Grade  
1**

Step	2008	2009	2010
1	\$47,208	\$47,680	\$48,157
2	\$47,910	\$48,389	\$48,847
3	\$48,963	\$49,107	\$49,598
4	\$50,021	\$50,187	\$50,335
5	\$51,082	\$51,272	\$51,442
6	\$52,144	\$52,359	\$52,554
7	\$53,208	\$53,448	\$53,668
8	\$54,272	\$54,538	\$54,784

**Secretary-Grade  
2**

Step	2008	2009	2010
1	\$40,950	\$41,360	\$41,774
2	\$41,559	\$41,974	\$42,394
3	\$42,535	\$42,598	\$43,023
4	\$43,517	\$43,598	\$43,663
5	\$44,506	\$44,605	\$44,688
6	\$45,498	\$45,619	\$45,720
7	\$46,494	\$46,635	\$46,759
8	\$47,494	\$47,656	\$47,801

# APPENDIX D

## Assignment and Authorization

### To Deduct Guild Membership Dues

To: The United Food and Commercial Workers International Union (UFCW).

I hereby assign to the Washington-Baltimore Newspaper Guild and amount each bi-weekly pay period in accordance with a schedule submitted by the Guild and I hereby authorize the UFCW to deduct such amounts from my salary and to remit same to the Washington-Baltimore Newspaper Guild not later than the 10<sup>th</sup> day of that month.

This authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one-year from the date appearing below, and I agree and direct that this authorization shall be automatically continued unless written notice of its revocation is given by me to the UFCW and the Treasurer of the Washington-Baltimore Newspaper Guild by registered mail, the month in which such written notice was received by the UFCW.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

Dues, assessments, contributions, or gifts to this local union are not deductible charitable contributions for federal income-tax purposes.

# LETTERS OF UNDERSTANDING

## **Letter of Understanding #1 October 26, 2007**

Employees who have completed one year of continuous service as of October 7, 2005 or later, shall be eligible for a one time payment up to \$2,000 (based on the student loan balance). In order for payment to be issued, the employee must document an outstanding student loan balance resulting from obtaining a degree that was relevant in the decision to award the position to them at UFCW.

## **Letter of Understanding - #2 October 26, 2007**

Effective following ratification of this Agreement, and in accordance with Article 10 of this Agreement, UFCW and the Guild agree that the following will apply to Harmarville employees:

- The UFCW will agree to reimburse Harmarville based employees up to \$140 per year for the cost of Weight Watchers membership enrollment or similar programs, including, new gym/health club memberships. This reimbursement will be on the same basis as Guild unit employees based at headquarters.
- The employee must submit an original valid receipt before such reimbursement can occur.

## **Letter of Understanding - #3 October 26, 2007**

Effective following ratification of this Agreement, UFCW will implement a pilot program to be evaluated at the end of a three (3) year period, to assure that this change has not had the effect of reducing MetroChek or Transportation subsidy utilization, as follows:

- If an employee who is not in the transportation program, makes a documented request and does not receive a parking space in the UFCW headquarters parking garage for the next day, the UFCW will reimburse the employee 50% of the cost the employee incurred by parking in a public garage for the next day, following submission of original valid receipts.
- If an employee who is not in the transportation program makes a documented request and receives a parking space for the next day, but is asked the next day to move out of the garage because the space is no longer available, the UFCW will reimburse the employee for 100% of the cost incurred by parking in a public garage for that day, following submission of original valid receipts

**Letter of Understanding - #4  
October 26, 2007**

The UFCW will continue its practice of using all service with Vector Group, Inc. to calculate vacations under Article 14, Section 1.

**Letter of Understanding - #5  
October 26, 2007**

The parties agree in this side letter that in the event that the Employer Contribution Calculation (ECC) policy is changed such that overall salary reported to the Pension Plan is permitted to rise in a coming year more than 3% on average when comparing the current calendar year to the preceding calendar year without incurring an additional Employer Contribution, the parties will re-open negotiations within 30 days of the notice of such a change to bargain over the effects of that change.

**Letter of Understanding - #6  
October 26, 2007**

The UFCW and the Guild will jointly select a financial advisor who specializes in retirement planning. The UFCW will arrange for that advisor to spend ½ day at the UFCW briefing and advising staff on retirement and financial planning options and answering questions that staff may have. The ½ day will not be charged to the employee and expenses associated with the session will be borne by UFCW. Half day sessions will be scheduled in the last quarter of each calendar year to insure that all unit employees have the opportunity to attend one session.


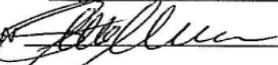
# MEMORANDUM OF AGREEMENT – Research Assistant Staff Development Program

## Memorandum of Agreement Research Assistant Staff Development Program

The Washington-Baltimore Newspaper Guild ("Guild") and the United Food and Commercial Workers International Union ("UFCW") enter into this Memorandum of Agreement for purposes of addressing a staff development program for Research Assistants in the Strategic Resources Department. The Guild recognizes that UFCW needs to expand its capacity to support large-scale campaigns on a greater scale. At this time, the marketplace does not meet the organization's demand for an increased number of highly skilled staff who can develop high level research strategies on major campaigns. Therefore, the parties agree to the following:

1. Current employees on the payroll as of June 15, 2007, in the classification of Research Assistant, will be considered probationary to the extent provided for under the current collective bargaining agreement. Such employee may be promoted to Research Associate upon the evaluation and recommendation of the Director of Strategic Resources when, in the Director's evaluation, the employee has acquired the requisite skills and qualifications for the higher position. The Director will have a discussion with the employee at 12 months from their hire date to advise the employee of his/her progress to date.
2. Retroactive to June 15, 2007, the position of Research Assistant will be reclassified from pay grade P-5 to pay grade P-4, and salaries will be adjusted pursuant to Article 22, Section 5 of the current collective bargaining agreement.
3. All employees hired/transferred/promoted into the Research Assistant position after June 15, 2007, will be automatically enrolled in the Staff Development Program. The probationary period for an employee hired/transferred/promoted as a Research Assistant after June 15, 2007, will be one year. The probationary period may be less than one year if UFCW in its sole discretion determines that the employee has completed his/her development plan prior to the year anniversary.
  - a. UFCW will provide the employee with a range of assignments and training to support their advancement to a Research Associate position. The employee will be expected to have acquired and demonstrated competency in the required core skills of an entry level Research Associate within one year from their hire/transfer/promotion to Research Assistant, during which time they will be in a probationary status. During the probationary period the progress of the employee will be evaluated by UFCW and communicated to the employee in writing.
  - b. Performance evaluations for Research Assistants hired/transferred/promoted after June 15, 2007, will occur at six months and 12 month intervals during the probationary period.
  - c. An employee successfully completing the Staff Development Program will advance to the Research Associate job classification and its respective pay grade upon certification in the Program, as verified by the UFCW, at which time his/her pay will be increased pursuant to Article 22, Section 5, of the current collective bargaining agreement.
  - d. An employee enrolled in the Program who has at least 8 months of employment with UFCW as a Research Assistant and has not successfully completed the Staff Development Program within the one year probationary period may be released from employment, as determined by the UFCW. In this event, UFCW shall provide 4 weeks notice or 4 weeks severance pay to the affected employee.

It is understood and agreed that this Memorandum of Agreement will renew without modification into the next term of the collective bargaining agreement between the parties.

Guild  Date: 6/26/07  
 Date: 6/26/07