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# Contract

Between

Washington-Baltimore Newspaper Guild

And

International Labor Communications  
Association

November 1, 2006 through December 31, 2009

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## PREAMBLE

1a. This Agreement is made effective this November 1, 2006, between the International Labor Communications Association (ILCA) (hereinafter referred to as "Employer"), 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 I.

b. The parties recognize that this agreement is bargained in a critical transitional period for the ILCA. The Guild has agreed to terms and conditions that will facilitate ILCA's stability and growth. The Guild and ILCA agree that subsequent contracts will recognize Guild efforts to support ILCA and the parties will bargain meaningful improvements in all areas of the contract.

## ARTICLE 1- COVERAGE

1. This Agreement covers all employees of the Employer, except supervisors and managerial and confidential employees as defined by the National Labor Relations Act as provided in Section 2.
2. Employees covered by this Agreement may have lead person responsibilities, as defined by the National Labor Relations Board, but shall not have the authority to exercise supervisory duties as defined by the National Labor Relations Act.

## ARTICLE 2 - UNION SECURITY

1. 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 and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.

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2.The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of the Newspaper Guild-CWA and the by-laws of the Washington-Baltimore Newspaper Guild.

3.The Employer shall, in compliance with all applicable law, deduct from the second salary check of each employee each month, and shall pay to the Guild not later than the tenth (10th) day of the following month, all dues and assessments levied by the Guild for the current month.

4.The Employer agrees to supply the Guild once each year with a salary list of all employees covered by the Guild bargaining unit, showing name, address, sex, minority group, date of birth, date of hiring, job title, pay grade, and pay step. The Employer further agrees to notify the Guild within thirty (30) days of any employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.

5.There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement.

6.Subject to work needs and availability of space, Guild meetings may be held and attended on the Employer's premises, provided such meetings are reasonable in frequency and duration and are held at lunchtime. This Section does not entitle field staff to travel to attend Guild meetings. The Guild will give the Employer reasonable notice of such meetings.

#### ARTICLE 3 - SENIORITY

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

#### ARTICLE 4- PROBATIONARY PERIOD

1. The employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of six (6) months, beginning from the date that the employee begins work, 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. After one (1) month on the payroll, if an employee is discharged during the probationary period, he or she shall be given at least one (1) week's notice or one week's pay in lieu of notice. The probationary period shall end on the last working day before the six (6) month anniversary of the employee. An employee's probationary period may be extended by agreement of the Employer and the Guild.

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## ARTICLE 5- DISCIPLINE AND DISCHARGE

1. Employees with more than six (6) months of service shall not be subject to discipline or discharge except for just and sufficient cause.
  - a. Discipline shall be progressive, and corrective rather than punitive in nature.
  - b. When calling an employee into an investigatory interview, ILCA will inform the employee of her or his right to have a union representative present.
  - c. Notices of discipline will include a notice of all charges.
  - d. Disciplinary actions will be removed from the personnel file twelve months after issuance.
2. Employees with more than six (6) months of service shall be given two (2) weeks' notice, or two weeks' pay in lieu of notice, of any discharge.
3. The Guild shall be notified in writing, simultaneously with the employee, of any discipline or discharge.

## ARTICLE 6- VACANCIES

1. The Guild shall be notified of all vacancies 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 Employer recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer and, accordingly, shall give present Employees within the unit the opportunity to try out for a vacancy in a different position, subject to the prior operation of the recall list under Article 7 (Layoff), Section 5.
2. Within fifteen (15) working days of a position's becoming vacant, the Employer either shall post the position to be filled consistent with the provisions of this Article or shall notify the Guild of the Employer's intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position, in which event the Employer shall meet with the Guild on request to discuss.
3. When a vacancy occurs, the Employer shall post the opening for ten (10) working days, simultaneous to advertising to non-Employees. The Employer shall notify the Guild of the grade level of newly created positions, and shall meet promptly upon request resolve any differences.
4. Postings for vacancies shall be written by the Employer 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.
5. When qualifications and experience are relatively equal, the senior bidder shall be awarded the position.

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6. If, on promotion to a higher grade, a vacancy is filled by a bargaining unit Employee whose salary is greater than the starting salary of the grade for the vacant position, the Employee shall be paid no less than the salary of the step of the vacant position that is higher than the Employee's salary.

7. a. An Employee promoted or transferred under this Article shall have a trial period of four (4) months, which may be extended by agreement with the Guild.

b. The Employer shall make every effort during the trial period to discuss with the Employee his or her progress. The Employer's evaluation of the Employee shall be discussed with the Employee at least two (2) weeks before the end of the trial period if any problems appear to have developed.

b. During the first twenty-five (25) working days of the trial period, the Employee may elect to return to the position from which promoted or transferred without penalty or prejudice.

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 Employer. If during the trial period the Employee is unable to perform the duties of the new position satisfactorily in the opinion of the Employer, the Employer 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, under Subsections (c) or (d) above, 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. If placed in a comparable position, under Subsection (d) above, the Employee shall suffer no reduction in pay and shall receive future increases as if retained in his or her previous position.

8. The Employer shall attempt to interview Guild applicants within two (2) weeks after the close of each posting period. Thereafter the Employer shall inform the Guild at regular intervals of the status of efforts to fill the posted position.

9. The Employer shall provide each Employee, at the time of employment, a job description of the duties and responsibilities that the Employee is expected to perform; a copy of the job description shall be maintained in the Employee's personnel file.

a. When there is a change in focus or a significant change in job duties of an Employee, before the job description is revised the Union and the affected Employee shall be notified and given the opportunity to discuss the

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proposed revisions prior to the implementation of the revised job description.

- b. When the proposed job description reflects that an Employee's responsibilities have been significantly modified or increased, the Employer and the Guild shall negotiate the appropriate compensation level.

#### ARTICLE 7- LAYOFF

1. ILCA agrees to provide immediate written notification to the Union and affected Employees when there is reason to believe that a reduction in force effecting members of the Union may be necessary as a result of a loss in funding or a reconfiguration of personnel. Such notice shall include the names of those persons whom the Employer intends to lay off. The Employer shall consult with the Guild at least four (4) weeks in advance of issuance of the layoff notice. Where a grant supports multiple unit Employees, the Employer shall make layoffs in the inverse seniority order of the Employees funded by the grant.
2. During the initial four (4) week period, those persons once identified shall be given the opportunity to replace the persons least senior among the grant funded or regular Employees in comparable positions in which those Employees targeted for layoff have the ability and qualifications required to perform the work.
3. The Employer after such consultation shall issue the official layoff notice, providing two (2) weeks' notice of the actual layoff date notice to the affected Employees.
4. The Employer shall provide the laid-off employees severance pay and benefits as follows: two (2) weeks' pay per year or major fraction thereof for each year of the employee's employment, provided, however, that any laid off employee shall receive an amount of severance no less than an employee with two (2) years of service would receive. Such employees will be covered for full health and welfare benefits (through Employer payment of COBRA premiums) for a period of six (6) months from the date of layoff. If employment is not gained in the six (6) months, this period of coverage will be extended for an additional three (3) months.
5. Each Employee laid off to reduce the force shall be placed upon a recall list for two (2) years. Said laid-off Employees shall be offered comparable vacant positions for which they are qualified, prior to these positions being posted in accordance with Article 6 (Filling of Vacancies). The offer shall be made by certified mail to the last address the Employee has provided to the Employer. Recall rights shall be relinquished if the Employee does

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not accept the comparable position offered within two (2) weeks after receipt of the offer and (b) agree to return to work within two (2) weeks after accepting the position offered.

6. Time spent on a recall list by a laid-off Employee shall not constitute a break in continuity of service and seniority. No SEP contributions shall be earned or made while an Employee is on layoff.
7. For the period on layoff, an Employee shall only be entitled to the compensation and benefits and credits expressly provided for in this Article.

#### ARTICLE 8- GRIEVANCE PROCEDURE

1. All grievances arising under the terms of this Agreement shall be handled originally at the level at which they occur. Grievances shall be filed in writing within twenty (20) calendar days after the occurrence or within twenty (20) calendar days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Otherwise, they shall not be considered grievances. Grievances shall be handled as set forth below.

2. Step One: There shall be a meeting, or telephone conference call between a Guild steward, the grievant and the supervisor within twelve (12) working days of the receipt of the written grievance. The immediate supervisor or designee shall respond in writing within twelve (12) working days of this meeting. If the grievance is not resolved to the satisfaction of the Guild, the Guild shall have no more than twelve (12) working days following the receipt of the written denial or non-response in which to refer the grievance to the next step in the grievance procedure by written notice to the ILCA president.

3. Step Two: The Guild Unit Chairperson or designee, the grievant, and the ILCA president, or his/her designee, shall meet or conduct a telephone conference call on any grievance referred to this Step within twelve (12) working days of referral. If the grievance is not resolved, the Employer shall respond in writing within twelve (12) working days following this meeting.

4. If the above steps do not result in resolution and the Guild decides to pursue arbitration, the Guild shall, within thirty (30) calendar days of receipt of ILCA's written statement of its final position on the Grievance (Step II), notify ILCA of its intent to invoke arbitration to be conducted by an arbitrator selected by agreement of the parties. If no agreement is reached on the selection of an arbitrator, or on a procedure for the selection of an arbitrator, within three working days of receipt of the notice from the Guild to ILCA invoking arbitration, the parties immediately shall request the American Arbitration Association to initiate its procedures for assisting the parties in the prompt selection of an arbitrator.

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5. Upon submission of any matter to arbitration under this Article, ILCA and the Guild shall endeavor to utilize all possible means to expedite the hearing and the rendering of the arbitrator's opinion and award, including, upon mutual agreement of the ILCA and the Guild at the close of the hearing, the waiver of briefs and a joint request that the arbitrator render an oral opinion and award not later than the close of the next business day. Absent mutual agreement for an expedited arbitral decision, the arbitrator shall, within 30 days following the submission of briefs, issue a written opinion and award. In either case, the arbitrator's decision shall be final and binding on both parties; and the arbitrator's fee shall be shared equally by the parties.

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 staff member, a group of staff members or the Guild.

8. The time limits set forth in this Article may be extended by mutual agreement between the Employer and the Guild.

#### ARTICLE 9- HOURS

1 a. The standard workweek for FLSA nonexempt employees shall be Monday through Friday totaling 40 hours. The standard workday shall be eight hours exclusive of a meal break. Part-time employees will be subject to prorated work hours, breaks, and benefits. Upon the employment of a part-time employee, ILCA will notify the Guild in writing detailing the prorated benefits, including holiday entitlement. Upon written request from the Guild, ILCA will meet to resolve any disputes.

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 40 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 full time 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

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holiday pay. Travel time will be considered hours worked and included when determining overtime pay.

e. Part-time employees will be entitled to overtime pay at the rates specified in section d, above, after working 40 hours in a work-week. ILCA agrees that it will not regularly assign part-time employees more than the number of hours for which the employee was initially hired. In the event ILCA determines a need to regularly assign a part-time employee more hours, it will notify the Guild and meet to negotiate the impact and effect of such assignment.

When assigned to attend ILCA Executive Council meetings, conventions, or similar events in service to ILCA, part-time employees shall be compensated eight (8) hours pay or eight (8) hours leave, at the employee's option, on travel days and work days. In the alternative, ILCA may adjust the employee's work schedule to ensure coverage for such events so long as the schedule adjustment is made in writing at least 30 calendar days in advance of the event. Travel to such events will be considered hours worked for purposes of this section.

f. The Office Administrator shall work at least a 32-hour work week. The work week will be decided by mutual consent of the President or Secretary-Treasurer and the Office Administrator. Any work beyond 32 hours must also be decided by mutual consent of the President or Secretary-Treasurer and the Office Administrator.

g. If the Media Coordinator position has remained vacant for more than two weeks, the Office Administrator is authorized to work at least a 35-hour work week. The work week will be decided by mutual consent of the President or Secretary-Treasurer and the Office Administrator. Any work beyond 35 hours must also be decided by mutual consent of the President or Secretary-Treasurer and the Office Administrator.

2. Exempt employees are not eligible for overtime. In recognition of their lengthy and irregular hours and travel, permanent employees shall receive four (4) days of compensatory leave each calendar year, to be taken with appropriate notice and advance approval of their supervisor whose approval shall not be unreasonably denied. Compensatory-leave days shall not be carried over from year to year.

3. It is the policy of the Employer to follow the guidelines set by the federal government (or for employees employed outside of Washington, D.C., applicable state or local governments) with respect to closing, reporting, and departure times in the event of inclement weather.

4. The Employer recognizes the need of all employees to balance work and family obligations, and agrees to make efforts to minimize hardships created by short-

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notice out-of-town assignments. Out-of-town assignments will be discussed with the employee as far in advance as possible.

## ARTICLE 10- CLASSIFICATION AND SALARY SCHEDULE

The classifications and salary schedule shall be as identified in Appendix A of this Agreement. Each regular employee with 6 months or more of service in the bargaining unit on May 13, 2007, May 11, 2008, and May 10, 2009 shall receive an increase to base pay of 3.5%.

## ARTICLE 11- VACATION

1. Vacations with pay shall be granted to employees who have completed periods of continuous service with the Employer as follows:

- (a) Employees accrue vacation at the rate of one (1) day per month of service during the first calendar year of their employment;
- (b) After one (1) year, twelve (12) days;
- (c) After four (4) years, fifteen (15) days;

2. Employees shall not be entitled to take vacation until after completing six (6) months' continuous service.

3. As of each January 1, the Employer shall advance each employee the amount of vacation that the employee would accrue during the year, subject to Section 1 of this Article.

4. In cases in which employees are unable (because of work demands) to take their full vacation entitlement in the year in which it is earned, this period may be extended to June 30 of the following year, with the approval of the secretary-treasurer. Requests for such an extension must be made no later than December 31.

5. An employee may elect to be paid for accrued vacation time on taking a leave of absence pursuant to Article 15 (Leaves of Absence), Sections 1, 2, 4 and 8 at the time of the granting of the leave of absence. If the employee is not paid for accrued vacation time and does not return to work, she or he (or her or his estate in case of death) will be paid for accrued vacation time on termination of employment (or death).

6. The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference in accordance with seniority.

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## ARTICLE 12- HOLIDAYS

1. The Employer shall allow time off with pay for the following legal holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. At the employee's option, a floating holiday may be taken in place of Christmas Day. When and if the official observance of any of the aforementioned legal holidays falls on a Saturday time off with pay shall be allowed on the preceding Friday. When and if the official observance of any of these holidays falls on a Sunday, time off with pay shall be allowed on the following Monday. In addition, each unit employee shall be allowed time off with pay as a holiday under this Article for Christmas Eve Day, or the day after Thanksgiving, or May Day (International Workers' Day). The employee shall inform the secretary-treasurer by October 1 of each year of their selection.

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2. As long as the ILCA has offices in the AFL-CIO Building, employees shall not be required to work on days when the building is officially closed. Those days will be treated as paid time off.

## ARTICLE 13 - GROUP INSURANCE AND RETIREMENT

1. Full and part-time bargaining unit members shall be covered by a group health insurance plan, including dental and drug coverage. ILCA will maintain a comprehensive plan at 100% in-network coverage.

a. Full time employees shall be eligible for employer provided family health coverage. Part-time employees may elect to receive employer provided individual coverage, or to have the cash value of that coverage applied to the cost of family coverage, with the employee responsible for the balance.

2. ILCA will make retirement contributions to each regular employee's Simplified Employee Pension equal to 10% of the employee's annual salary. The contributions will be made on a quarterly basis. The initial contribution for newly hired employees will be made after six months of employment retroactive to date of hire; thereafter contributions will be made quarterly.

3. ILCA and the Guild agree to explore options for improved dental coverage during the term of this agreement. A Joint Labor-Management meeting to discuss options will be scheduled not later than January 2005.

## ARTICLE 14- 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.

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2. Nonexempt employees shall earn one day of sick leave for each month of compensated service. Sick leave will carry over from year to year, but will not be paid out at termination of employment. Sick leave shall not be used in increments of less than sixty minutes.

3. A nonexempt employee may use sick leave for dental and/or doctor's appointments, provided the employee gives his or her Supervisor notice of such appointment at least three 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.

a. Nonexempt employees who have been employed for at least one year with the Employer shall be permitted four (4) 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 one-half 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.

4. ILCA 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.

#### ARTICLE 15- LEAVES OF ABSENCE

1. Upon written request with as much advance notice as possible, the Employer may grant employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the accrual of rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. In the absence of express permission by the Employer, employees shall not be permitted to engage in gainful employment during such leaves. This prohibition on gainful employment shall not apply in the case of leaves granted under Sections 2, 3 and 5 of this Article. If the Employer grants or extends a leave of absence under Sections 1, 2, or 3 of this Article, it shall notify the Guild in writing.

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2. In the event an employee is elected or appointed to any office or position in The Newspaper Guild or Communications Workers of America or a local of The Newspaper Guild or Communications Workers of America, she or he shall be granted a leave of absence. An employee who is elected or appointed to any other labor position or a government position, may be granted a leave of absence by the Employer.

3. Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job no longer exists, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within 90 days after release from the Armed Services.

4. An employee, on the birth or adoption of his/her child, or gaining of a foster child, shall be permitted to take child-rearing leave of up to two (2) weeks with pay and/or additional child-rearing leave of up to two (2) months without pay, but without loss of seniority or benefits. Paid parental leave need not be taken consecutively. However, the scheduling of such leave will be mutually agreed on in advance. Unpaid parental leave will be taken consecutively.

5. Employees shall be provided leave with supplemental pay during periods of required jury service or resulting from subpoena by any court of competent jurisdiction and, for a period not to exceed two (2) weeks, during required military reserve training or during emergency military reserve duty. Supplemental pay from the Employer shall be in an amount which when combined with pay received by the employee for such jury duty, or such military reserve training, or such emergency duty, shall equal the total regular salary that would have been received by the employee from the Employer for the same period of time. authorized leave under this Section shall not constitute a break in continuity of service and shall be considered as service time for all rights under this Agreement.

6. Employees shall be allowed four (4) days' compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to spouse or person with whom the employee immediately beforehand shared a residence and had maintained a committed relationship for at least six (6) months, son, daughter, mother, or father. Employees shall be allowed two (2) days' compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather (including spouses' grandparents), grandchild, step-mother, step-father, foster parent, sister, brother, or any other blood relative living under the same roof as the employee. Employees shall be allowed one (1) day of compassionate leave with pay for sister-in-law or brother-in-law, aunt, uncle, niece, or nephew. In addition, necessary time off for travel purposes as measured by the fastest practical mode of transportation shall be granted upon request of the

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employee when, in the Employer's judgment, such additional time is warranted. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.

8. Employees shall be permitted a minimum of eight (8) weeks per year of leave without pay, but without loss of seniority or benefits, to care for a sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship. This leave need not be consecutive. 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 or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave. For the purpose of this Section a domestic partner's relatives shall be treated as spousal equivalent.

#### ARTICLE 16- MISCELLANEOUS

1. Bylines - An employee's byline shall not be used over his or her protest on any written material.

2. Bulletin Boards - The Employer agrees to provide bulletin boards for the use of the Guild.

3. 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 established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of the Employer.

4. 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.

b. 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.

5. Troubled Employee - The Employer and the Guild jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled under the existing collective bargaining contractual relationship. Our objective is to help, not harm, and is for the rehabilitation and not elimination of the employee. Any employee who seeks treatment for any of the above illnesses shall be entitled to all of the rights and

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benefits provided to other employees under this Agreement, but no additional rights.

6. The parties agree that any established past practices under the prior collective bargaining agreement shall cease to have any force and effect. However, ILCA agrees to discuss, upon request of the Guild, the applicability of any past practices which the Guild may identify. The parties further agree and understand that the non-applicability of prior established past practices shall have no effect on the establishment of future past practices which may arise during this and successor agreements.

7. Within four (4) months of the effective date of this agreement, ILCA will report to the Guild regarding pre-tax options for dependent care, commuter and parking expense. Upon written request of the Guild, the parties will negotiate regarding the implementation of such pre-tax programs.

8. To preserve and promote harmonious relationships and cooperation between the ILCA, the Guild, and the Employees, and in order to further the cooperative efforts of ILCA and the Guild, at least one joint labor-management meeting will be held, on a mutually agreed-upon day, each contract year. Said meeting shall be set aside for the purpose of members of Management and the Guild to have the opportunity to discuss and review areas of general concern (excluding specific grievances) as might be beneficial to both parties.

9. The Employer shall pay the membership dues or association fees for an employee required to have such membership or belong to such association in order to perform assigned ILCA work. This provision excludes payments required under Article 2 (Union Security).

10. Employees 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. Except for equipment, such as, without limitation, a laptop computer, assigned to an employee, office equipment shall not be removed from the Employer's premises without advance consent.

## ARTICLE 17- EDUCATION

1. When an employee is required by the Employer to take further education, the Employer will pay the cost of, and provide the time for, such education.

2. The Guild will be given one (1) month's notice of intent to introduce new or modified equipment, machines, apparatus, computer software, or technological processes. Affected employees will be given adequate training at the expense and on the time of the Employer. Each such employee will be retained in his or her present position or a comparable one. If reassigned to a comparable position, the employee will suffer no reduction in pay and will receive future salary increases as if retained in his or her former position.

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## ARTICLE 18- EXPENSES AND TRANSPORTATION

1. The Employer will reimburse all legitimate expenses incurred by ILCA employees in the service of the Employer. Employees using their personal automobiles for a pre-approved business trip will be reimbursed for mileage, at the IRS rate, and for tolls. Employees attending a conference with the approval of their supervisors shall be reimbursed for the conference fees.

## ARTICLE 19- CONTROLS SAVINGS CLAUSE

If government controls are instituted affecting this contract, the Employer will implement this contract to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.

## ARTICLE 20- CONSULTANTS, AND AFFILIATE STAFF

The Employer shall discuss with the Guild at least one (1) week before contracting with consultants to perform work normally performed within the Guild's bargaining unit. Such persons may be utilized for a period of up to six (6) months, or longer subject to agreement with the Guild. It is further agreed that upon these jobs becoming permanent, negotiations will begin immediately with the Guild to cover these jobs under the contract. Such consultants shall not be used where, in effect, they would displace a regular full-time employee.

## ARTICLE 21- NO DISCRIMINATION

The ILCA and the Guild agree that the provisions of this Agreement shall be applied without discrimination on the basis of age, sex, race, creed, color, sexual orientation or preference, national origin, religious beliefs, or disability.

## ARTICLE 22- RESPECT AND DIGNITY

1. The parties acknowledge the following fundamental understandings:
- a. The Employer and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the ILCA, and to meet the highest standards in such service.
  - b. The Employer and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the ILCA with respect and dignity.
  - c. The Employer agrees to work closely with the Guild, through the Guild unit officers, shop stewards, the labor-management committee, and the education committee to explore all reasonable means to help employees improve their performance and to enjoy success on the job.

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WASHINGTON-BALTIMORE NEWSPAPER GUILD  
UNION DUES AND ASSESSMENT CHECKOFF AUTHORIZATION CARD

To: ILCA President

I hereby assign to the Washington-Baltimore Newspaper Guild an amount each month in accordance with a schedule to be submitted by the Guild and I hereby authorize the ILCA to deduct such amounts from my salary and to remit same to the Washington-Baltimore Newspaper Guild not later than the tenth day of the following 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 ILCA and the treasurer of the Washington-Baltimore Newspaper Guild by registered mail, return receipt requested. Such notice of revocation shall become effective the month following the month in which such written notice was received by the ILCA.

PRINT  
NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP

CODE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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Appendix A Classification and Salary Scale (annualized)

| <b>Job title</b>            | <b>5/13/07</b>  | <b>5/11/08</b>  | <b>5/10/09</b>  |
|-----------------------------|-----------------|-----------------|-----------------|
| <b>Media Coordinator</b>    | <b>\$49,412</b> | <b>\$51,141</b> | <b>\$52,931</b> |
| <b>Office Administrator</b> | <b>\$43,921</b> | <b>\$45,458</b> | <b>\$47,049</b> |

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