
CONTRACT

between

AFL-CIO

and

**WASHINGTON-BALTIMORE NEWSPAPER GUILD
TNG-CWA, AFL-CIO**

October 1, 2006, through March 31, 2009

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I – COVERAGE	1
ARTICLE II – UNION SECURITY.....	1
ARTICLE III – SENIORITY	2
ARTICLE IV – JOB SECURITY.....	2
ARTICLE V – FILLING OF VACANCIES.....	3
ARTICLE VI – LAYOFF	4
ARTICLE VII – GRIEVANCE PROCEDURE	9
ARTICLE VIII – HOURS	10
ARTICLE IX – CLASSIFICATION AND SALARY SCHEDULE.....	12
ARTICLE X – VACATIONS	14
ARTICLE XI – HOLIDAYS.....	15
ARTICLE XII – GROUP INSURANCE AND RETIREMENT	16
ARTICLE XIII – SICK LEAVE.....	19
ARTICLE XIV – LEAVES OF ABSENCE	21
ARTICLE XV – TRANSFERS.....	23
ARTICLE XVI – MISCELLANEOUS	25
ARTICLE XVII – EDUCATION	28
ARTICLE XVIII – EXPENSES AND TRANSPORTATION	29
ARTICLE XIX – CONTROLS SAVINGS CLAUSE	33

ARTICLE XX – TEMPORARY, PROJECT AND FUND EMPLOYEES	33
ARTICLE XXI – PART-TIME EMPLOYEES, CONSULTANTS, AND AFFILIATE STAFF	37
ARTICLE XXII – NO DISCRIMINATION	37
ARTICLE XXIII – RESPECT AND DIGNITY	37
ARTICLE XXIV – DURATION AND RENEWAL	38
MEMORANDUM OF UNDERSTANDING – GROUP INSURANCE AND RETIREMENT	39
MEMORANDUM OF AGREEMENT	39
MEMORANDUM OF UNDERSTANDING – EXPEDITED ARBITRATION APPLICABLE TO ARTICLE VI	40
APPENDIX A – SALARY SCHEDULE	41
APPENDIX B – EXCLUDED POSITIONS	43
APPENDIX C – PAY GRADE ADVANCEMENT EXAMPLES	45
APPENDIX D – LEASED VEHICLES	46
APPENDIX E – INTERNS MEMORANDUM OF AGREEMENT.	47
APPENDIX F – EXPENSE PROCEDURE LETTER OF AGREEMENT	48
APPENDIX G – AFL-CIO CREDIT CARDS.....	50
APPENDIX H – GROUP INSURANCE ADDENDUM.....	51

PREAMBLE

This Agreement is made effective this first day of October, 2006, between the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) (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.

ARTICLE I – COVERAGE

1. This Agreement covers all “professional” employees of the Employer performing the kind of work normally performed within the bargaining unit in all departments, except supervisors and managerial and confidential employees as defined by the National Labor Relations Act as provided in Section 2.
2. The following are excluded from this Agreement: all department directors, deputy directors, associate directors, assistant directors, regional and deputy regional directors, and those positions identified (together with the current occupants) on the list attached to this Agreement as Appendix B, and other supervisory, managerial, and confidential positions, as defined by the National Labor Relations Act, created during the term of this Agreement, and all employees in job classifications covered by the collective bargaining agreements the Employer holds with other unions.
3. Bargaining-unit employees who have the title of assistant director as of the date that the Guild ratifies this Agreement shall continue to be covered by the contract and shall maintain the title of assistant director while in their current positions.
4. Employees covered by this Agreement may have leadperson 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 II – 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.
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 bylaws

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 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.

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 during working hours 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.

7. The Employer shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

ARTICLE III – SENIORITY

When seniority is referred to in this Agreement, it shall include all continuous service with the George Meany Center for Labor Studies, LIPA, the Organizing Institute, the AFL, the CIO, the AFL-CIO, or any of its direct subdivisions such as the Political Action Committee, Labor's League for Political Education, and the Free Trade Union Committee; but it shall not include service with affiliated unions or departments or with state or local central bodies.

ARTICLE IV – JOB SECURITY

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 and the employee 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 (1) 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.

2. Employees with more than six (6) months of service shall not be subject to discharge except for just and sufficient cause.

3. Employees with more than six (6) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge.

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

ARTICLE V – FILLING OF 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, will give present employees within the unit first opportunity to try out for a vacancy in a different position, subject to the prior operation of the recall list under Article VI (Layoff), Section 5.

2. Within fifteen (15) working days of a position becoming vacant, the Employer either will post the position to be filled consistent with the provisions of this Article or will 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 will meet with the Guild on request to discuss.

3. (a) When the Employer decides to fill a vacancy, the Employer shall post the opening for seven (7) working days prior to advertising to non-employees. The vacancy will be posted and filled at the grade level on the job description developed pursuant to Article IX, Section 10.

(b) The Employer shall notify Guild field employees in writing of all vacancies (e-mail is acceptable as written notice). Field employees shall have seven (7) working days after the date of the mailing to apply for said vacancy.

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 in accordance with the job evaluation system.

5. When qualifications and experience are relatively equal, the senior bidder shall be awarded the position, except that for Senior Field Representative positions, the senior bidder within the Region of the vacancy shall be awarded the position subject to special

qualifications as posted where the employer can demonstrate a need for the special qualifications.

6. In the event a vacancy is not filled from within the unit, the Employer may hire a new employee at no more than one (1) grade level below the posted grade level of the position. Any employee hired at a grade level below the posted grade level shall receive an automatic advancement after one (1) year to the posted grade level unless the Guild and the Employer agree that accelerated advancement is appropriate.

7. 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.

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

(c) 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.

(d) 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.

(e) 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 will receive future increases as if retained in his or her previous position.

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

ARTICLE VI – LAYOFF

1. The Employer shall meet with the Guild prior to or upon approval of the budget annually to identify any occupied unit positions that are being defunded by the approved budget, to review any need to reduce the overall workforce and to review all current funded vacant positions. Employees with ten (10) years or more of service whose positions are eliminated shall not be laid off. They shall not have bumping rights. The Employer will place any such employee in a vacant position or otherwise assign duties. In either event, the employee will be green-circled.

2. A layoff occurs when the Employer either reduces the number of unit positions or eliminates positions associated with a specific program area. In the event of a layoff, the Employer shall notify the Guild in writing of the number of positions to be defunded and identify those positions. The Employer also shall notify each affected employee in writing that he or she has been identified for layoff, and shall provide the employee with job descriptions of all positions occupied by less senior employees, along with the seniority dates of those employees, and the job descriptions of all vacant positions.

3. If the Employer notifies the Guild that there will be a layoff, for ninety (90) calendar days from the date of the notice there shall be a hiring freeze both for all Guild bargaining unit positions and for all non-unit positions except for jobs directly associated with a state or national political campaign or a time-sensitive organizing campaign. An employee identified for layoff shall not be separated from employment before the end of this ninety (90) day period. During the freeze:

- (a) Upon request of an employee in a defunded position, the Employer shall consider that employee for vacant non-bargaining unit positions before filling those positions with non-bargaining unit applicants. The Employer shall keep the Guild informed of non-bargaining unit vacancies.
- (b) An employee accepting a temporary position during the hiring freeze shall retain his or her rights under this Article and shall be considered a regular employee for all purposes under this Agreement.
- (c) An employee offered a temporary position during the hiring freeze shall have five (5) working days to accept or reject the position.
- (d) Rejection of an offer of a temporary position during the hiring freeze shall not adversely affect rights provided under this Article.
- (e) An employee accepting a temporary position during the hiring freeze shall have the terms of this Article applied concurrently with the temporary position.
- (f) The Employer shall hold an identified appropriate position pursuant to Section 5(d)(i) until the employee can be released from the temporary position.
- (g) An employee in a temporary position during the hiring freeze who successfully bids on an open position shall have that position held for him or her until released from the temporary position.

4. From the date the AFL-CIO gives written notice under Section 2 to the Guild and the affected employees until the end of the ninety (90) calendar day period specified in Section 3:

- (a) No vacant Guild position shall be filled unless all qualified employees in defunded positions are first offered the job, in order of seniority, and
- (b) The Employer shall not, without the agreement of the Guild, hire any additional consultants. The federation may, however, hire a consultant whose work is directly associated with a state or national political campaign after discussion with the Guild at least one (1) week before hiring such a consultant.

5. In the event of a layoff, the following procedure shall be followed:

- (a) The Employer shall notify the Guild and affected employees in accordance with Section 2.
- (b) The Employer and the Guild shall meet to negotiate, if the parties deem appropriate, an incentive package to be offered to employees and to which employees such a package shall be offered. Such negotiations shall take no longer than ten (10) calendar days.
 - (i) If a package is negotiated, identified employees shall be given no less than thirty (30) calendar days to accept or reject the offer. Employees notified under Section 2 who do not accept the offer shall have an additional fourteen (14) calendar days to notify the Employer of the position into which the employee wishes to bump.
- (c) If no incentive package is offered, or if an incentive package is offered but an insufficient number of employees accept it, the Employer shall notify employees under Section 2, and they shall have thirty (30) calendar days after the notification within which to notify the Employer of the position into which the employee wishes to bump. After the thirty (30) calendar days, the Employer shall make layoffs in inverse seniority order within departments, except that layoffs shall be done in inverse seniority order within a job title where two (2) or more employees have the identical job title subject to special qualifications as posted where the Employer can demonstrate a need for the special qualifications.
- (d) The employee has the right to bump the person least senior within the Guild's jurisdiction in a position for which the employee meets the minimum qualifications.
 - (i) The Employer and the Guild shall meet to identify any vacant (or future) position or assignments for which the employee(s) is qualified. Such discussions shall take no longer than ten (10)

calendar days.

- (ii) The Employer will notify the employee within fourteen (14) calendar days of the conclusion of the meetings in Section 5(d)(i) of its decision to either place the employee in the position or deny placement. Placement will only be denied if the employee does not meet the minimum qualifications for the position. The Guild will be notified in writing of any decision.
 - (iii) If the employee is awarded the position, the employee will move into the new position within five (5) working days of being notified of such award. The bumped employee will be given the same thirty (30) day notice described in Section 5(c) above, and will receive job descriptions for all positions held by less senior Guild members, with the seniority dates of those members. The employee has the right to bump the person least senior within the Guild's jurisdiction in a position for which the employee meets the minimum qualifications. Once notified that he or she is going to be bumped, the employee has thirty (30) calendar days within which to notify the Employer of the position into which he or she wishes to bump. This process will continue until there are either no more employees who can bump or there are no positions available for bumping (based on seniority and minimum qualifications required of the positions).
 - (iv) If an employee is notified that he or she will not be placed in the position, the Employer, the Guild, and the employee will meet to identify a position for the employee. Such discussions shall take no longer than ten (10) working days. If a position is found, the procedure described in Section 5(d)(iii) above will be followed. If no position is found, the employee will be laid off and will receive the severance package.
 - (v) In the event the parties cannot identify any position into which the employee has the ability and qualifications to bump, the Guild and the Employer shall jointly seek during the ten (10) working day period specified in Section 5(d)(iv) above to identify an existing position held by a less senior employee for which the employee can be successfully trained within fifty (50) working days. If such a position exists, the employee shall be offered training for that position. An employee who successfully completes training shall bump into the position. An employee who chooses not to accept training shall be laid off.
- (e) If the employee is awarded a position and notifies the Employer that he or she will not accept the position, that employee will be laid off and will receive severance. However, the employee will not be placed on the recall list.

- (f) If the employee notifies the Employer that he or she will not exercise the right to bump, he or she will be laid off and will receive severance. However, the employee will not be placed on the recall list.
- (g) If an employee bumps into or is placed into a position at a lower grade level, the employee's pay will be green-circled.
- (h) An employee in a defunded position may at any time during the layoff process described below bid on position vacancies pursuant to Article V (Filling of Vacancies).
- (i) The parties shall utilize a procedure of expedited arbitration for grievances filed related to appropriate positions and positions into which an employee may bump.

6. 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 four (4) 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 four (4) months.

7. Each employee laid off shall be placed upon a recall list for two (2) years except as provided in Sections 5(e) and 5(f) above. 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 V (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 not:

- (a) 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. Time spent on a recall list by a laid-off employee shall not constitute a break in continuity of service and seniority. No pension credits and no seniority will be earned while an employee is on layoff.
- (c) An employee who retires while on the recall list and who is otherwise entitled to retiree healthcare under Article XII (Group Insurance and Retirement) shall be entitled to retiree healthcare.

8. For the period on layoff, an employee shall only be entitled to the compensation, benefits and credits expressly provided for in this Article.

9. Any Senior Field Representative may bump a less senior Field Representative subject to special qualifications as posted.

10. This Article shall not apply to employees who have not completed a probationary period or to Article XX employees.

ARTICLE VII – 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 forty-five (45) days after the occurrence or within forty-five (45) 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 for field employees, between a Guild steward, the grievant and the immediate supervisor or designee within thirty (30) days of the receipt of the written grievance. The immediate supervisor or designee shall respond in writing within thirty (30) days of this meeting; failure to do so shall affirm on behalf of the Guild, without prejudice to the Employer. If the grievance is not resolved to the satisfaction of the Guild during this thirty (30) day period, the Guild shall have no more than thirty (30) days following the receipt of the written denial in which to refer the grievance to the next step in the grievance procedure by written notice to the department director.

3. In the field, when, in the judgment of the immediate supervisor or designee, the grievance relates to a national rather than regional issue, the immediate supervisor or designee shall refer the matter in writing to the department director or designee within ten (10) days of meeting with the grievant and steward. Simultaneously, the immediate supervisor or designee shall give written notice to the grievant and steward that such referral has been made. That notification shall satisfy the Step One obligation of response. If settlement is not reached at this Step, then a grievance which is appealed in a timely manner shall be handled as set forth below.

4. In the event that the immediate supervisor or designee is the department director, Step One shall serve in lieu of Step Two.

5. Step Two: The Guild Unit Chairperson or designee, the grievant, and the department director or designee shall meet on any grievance referred to this Step within thirty (30) days of referral. If the grievance is not resolved, the Employer shall respond in writing within thirty (30) days following this meeting; failure to do so shall affirm on behalf of the Guild without prejudice to the Employer.

6. 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 within thirty (30) days of its first consideration may be submitted to final and binding arbitration by either party within thirty (30) days. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any

disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at any time on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. 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.

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

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

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

ARTICLE VIII – HOURS

1. The standard work week for headquarters employees shall be five (5) days of thirty-five (35) hours, the standard work day shall be seven (7) hours exclusive of a meal break, and the Employer's standard business hours shall be from 9 a.m. to 5 p.m. Monday through Friday.

2. It is understood that employees perform duties that often require lengthy and irregular hours and travel. Employees are not eligible for overtime. In recognition of their lengthy and irregular hours and travel, permanent employees shall receive eight (8) 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. These compensatory-leave days shall be prorated for employees who in a calendar year are actively employed less than a full year. At the end of the calendar year, employees may cash out up to four (4) unused compensatory-leave days. Compensatory-leave days shall not be carried over from year to year.

3. Whenever an employee is assigned by the Employer to work and the employee does work an extraordinary number of assignments on a Saturday, Sunday, or holiday, the employee shall be entitled to compensatory time off for such work.

4. Compensatory time off under Section 3 above normally should be taken as soon as practical after it is earned but, in any event, no later than six (6) months after it is earned. Accumulation cannot exceed ten (10) days, and employees cannot be precluded from taking compensatory days in blocks of three (3) days or less. However, in instances where an employee has consecutive assignments or long-term projects which, in the view of the Employer and the employee, prohibit the employee from utilizing his/her accumulated compensatory time within the specified limits, such limits shall be waived.

Compensatory time off shall be taken with appropriate notice and advance approval of the employee's supervisor whose approval shall not be unreasonably denied.

5. (a) To assist permanent employees in balancing conflicts between work and family commitments, the Employer and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements either on a regular or ad hoc basis. Existing such alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs.
- (b) Flexible work schedules for permanent employees will continue to be agreed on within each department to assure that the department is adequately staffed during normal business hours. With the approval of the department director, an employee with a flexible work schedule may adjust her or his starting time and concomitantly the quitting time provided she or he is at work no fewer than four (4) hours between 9 a.m. and 5 p.m. Monday through Friday and, provided further, that she or he works the number of hours in the standard work week and fulfills the requirements of his or her job. The Employer and Guild recognize that flexible work schedules may not be practicable in all departments. Flexible work schedules are subject to agreement between the affected employee and department director. Requests for flexible work schedules will be acted upon consistent with the Employer's operational needs. Differences under this Subsection may be referred to the Labor Management Committee for resolution, but are not grievable or arbitrable under Article VII (Grievance Procedure).
- (c) The Employer will consider a permanent employee's request to work a compressed work week of four (4) days or to work at home either on a regular or ad hoc basis. Differences under this Subsection may be referred to the Labor Management Committee for resolution, but are not grievable or arbitrable under Article VII (Grievance Procedure).
- (d) The Employer will consider the request of permanent employees assigned work requiring similar skill or performing similar function to share a full-time job with no loss of benefits or protection under this Agreement.

6. 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.

7. An employee on an extended out-of-town assignment of two (2) consecutive weeks or more shall be entitled to return home for three (3) days, or fewer at the employee's option or more with the Employer's approval, at the Employer's expense on the eleventh consecutive day or, alternatively, the employee may be joined by his or her spouse, another family member, or person with whom the employee maintains a

committed relationship, also at the Employer's expense. If the assignment requires the continued presence of the employee during a scheduled return trip home, such trip shall be deferred. Return trips home are expected to be deferred for temporary and project employees in the Organizing Department who are working on time-sensitive organizing campaigns.

8. Meal breaks may be taken at irregular times or not at all, at the employee's option. Employees may eat at their desks provided it does not interfere with performing their work or detract from the professional environment.

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

(b) If an employee believes a particular out-of-town assignment creates a hardship, the employee may seek to be excluded from the assignment without being disciplined or excluded from future out-of-town assignments. The Employer will then consider alternative arrangements including the substitution of a similarly skilled employee.

(c) At the employee's request, the employer will reimburse exceptional dependent care costs incurred as a result of the short notice of the assignment provided that the reimbursement is agreed to in advance.

10. Except in an unforeseen emergency, unit employees will not be required to travel between the hours of 12:00 a.m. and 4:30 a.m. The Employer will make every effort to schedule its own meetings at which staff attendance is required so that weekend travel is not required.

ARTICLE IX – CLASSIFICATION AND SALARY SCHEDULE

1. The salaries effective October 1, 2006, for the classifications covered by this Agreement are set forth in Appendix A attached hereto and by this reference made a part of this Agreement. Appendix A reflects the following increases to base salary: Except for otherwise provided by the parties, the salaries of all classifications and individual employees shall be increased by 2.75% percent October 1, 2006, and by an additional 2.85% percent October 1, 2007, and by an additional 2.75% percent on October 1, 2008.

2. (a) Each employee will advance through the appropriate pay grade schedule, as provided in Appendix A of this Agreement, and will receive wage increments specified on the anniversary date of the employee's employment until the employee reaches the top of the grade.

(b) Whenever an employee is advanced to a higher pay grade, the employee shall move through the steps of the new pay grade on the anniversary date of the advancement to the new pay grade. However, the longevity steps

after seven (7) (if applicable), fourteen (14) and twenty-one (21) years shall take effect either on the anniversary date of the employee's hire or one (1) year after advancing to the preceding step, whichever occurs later, but in no event shall the employee advance to a longevity step without the requisite number of years of AFL-CIO employment to qualify for a longevity step unless otherwise agreed. (See Appendix C for an example.)

3. An employee in Grade V shall advance to Grade IV after not more than seven (7) years in Grade V. An employee hired at Grade VI, Step 3, shall advance to Grade V after not more than one (1) year in Grade VI; an employee hired at Grade VI, Step 2, shall advance to Grade V after not more than two (2) years in Grade VI, and an employee hired at Grade VI, Step 1, shall advance to Grade V after not more than three (3) years in Grade VI.

4. The Employer agrees to discuss with the Guild any proposal to abolish, create, transfer or reclassify jobs which fall within the bargaining unit.

5. Employees hired to fill vacancies will be hired at the starting rate of the appropriate grade, with the exception that where this proves impractical an employee may be hired at a higher step, with the specific agreement of the Guild. Each employee will advance through the appropriate pay grade schedule and will receive the wage increments specified each year on the anniversary date of his or her employment, until he or she reaches the top of the grade.

6. There shall be no reduction in wages during the life of this Agreement except as provided in Article V (Filling of Vacancies), Section 8(e).

7. Direct deposit of salaries will be arranged for permanent employees who request it.

8. The Employer will take reasonable steps to try to ensure receipt of paychecks on Friday.

9. Guild National Field Representative Grade III's shall receive a nineteen hundred dollar (\$1,900) field differential added to his or her annual salary, as reflected in the NFR3 pay grade in Appendix A.

10. Position Descriptions and Grade Levels:

- (a) The Employer shall draft position descriptions for all unit positions and shall designate the grade level for each position. This shall be done for all current positions no later than six (6) months after ratification of this Agreement, except that the National Field Representative position descriptions shall be completed within thirty (30) days of ratification. The Guild retains the right to grieve the Employer's designation of grade level through Article VII (Grievance Procedure). The position descriptions shall specify the minimum qualifications (e.g., experience, education, and skills)

required. Those skills and qualifications shall be directly linked to the successful performance of the job. The parties recognize that some positions may require special skills or qualifications.

- (b) Employees may request that their positions be reclassified to a higher grade when they can demonstrate that:
 - (i) Significant changes in their duties have taken place that increase the level of skill, responsibility, and experience needed for the job, or that the duties of the position are significantly different from those in the job description; and
 - (ii) That the new level of skill, responsibility, and experience is comparable to that required of other job titles in the requested new grade.
- (c) Employees shall submit their reclassification request in writing through the Guild to the Human Resources Department, with a copy to the supervisor. The Human Resources Department shall consider the request and provide the employee and the Guild with a response within thirty (30) days. The Guild retains the right to grieve the denial of a reclassification request submitted under Section 10(c).
- (d) Managers also may request the reclassification of positions using the same criteria and process described in Sections 10(b) and 10(c) above. When such a reclassification is approved, the Human Resources Department shall notify the Guild.

ARTICLE X – VACATIONS

- 1. (a) Vacations with pay shall be granted to employees who have completed periods of continuous service with the Employer as follows:
 - (i) Employees accrue vacation at the rate of one (1) day per month of service during the first calendar year of their employment;
 - (ii) After one (1) year, twelve (12) days;
 - (iii) However, employees hired with five (5) or more years of labor-related employment or labor-related experience and who had two (2) or more weeks of vacation annually in the job the employee held immediately prior to AFL-CIO employment shall receive seventeen (17) days after completing one (1) year of continuous service until they complete eight (8) years of continuous service;
 - (iv) After three (3) years, seventeen (17) days;
 - (v) After eight (8) years, twenty-two (22) days;
 - (vi) After eighteen (18) years, twenty-seven (27) days;
 - (vii) After twenty-five (25) years, thirty-two (32) days.

- (b) Employees shall not be entitled to take vacation until after completing six (6) months' continuous service.
- (c) 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 6 of this Article.
- (d) Vacation days under this Article include the two floating holidays in honor of George Meany under Article XI (Holidays).

2. It is the policy of the Employer to have vacation used in the year in which it is earned. Employees with one (1) or more years of service will be permitted for good reason to bank one (1) week of vacation each calendar year up to a maximum of ten (10) weeks. Employees may bank in increments of days. This vacation banking will require the approval of the department director and the Secretary-Treasurer. Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. The Employer will permit banked vacation days to be withdrawn in increments of five (5) days and added to current vacation balance and used as normal vacation, i.e., taken off a day at a time or in units of less than a full week.

3. 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 department director. Requests for such an extension must be made no later than December

4. An employee may elect to be paid for accrued vacation time on taking a leave of absence pursuant to Article XIV (Leaves of Absence), Sections 1, 2 or 3, 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). On termination of employment the employee (or the employee's estate in case of death) will be paid for up to eight (8) weeks of banked vacation.

5. The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference in accordance with seniority. In the event of emergency or unforeseen circumstances, an employee may take up to four (4) days of vacation including floating holidays without prior scheduling with the Employer.

6. Employees terminating with six (6) months but less than five (5) years of service will receive their vacation pay as described in Section 1, prorated at the rate of 1/12th for each month or fraction thereof that they work in the year in which they terminate. Such employees shall reimburse the Employer for any advanced vacation used. Employees terminating with five (5) years or more of service will receive their full vacation pay for the year in which they terminate.

ARTICLE XI – 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, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Time off with pay shall also be allowed on Good Friday, the day after Thanksgiving Day, Presidential Inauguration Day, and two (2) floating holidays in honor of George Meany that are treated as two (2) additional vacation days under Article X (Vacations). 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, whenever Christmas Day, New Year's Day or Independence Day falls on a Thursday, the Friday immediately following shall be observed as a paid holiday; and whenever Christmas Day, New Year's Day or Independence Day falls on a Tuesday, the immediately preceding Monday shall be observed as a paid holiday.

2. In addition to the holidays provided in Section 1 of this Article, employees shall have paid days off for December 27, 2006, December 28, 2006, and December 29, 2006.

3. In addition to the holidays provided in Section 1 of this Article, employees shall have paid days off for December 26, 2007, December 27, 2007, December 28, 2007 and December 31, 2007.

4. In addition to the holidays provided in Section 1 of this Article, employees shall have paid days off for December 26, 2008, December 29, 2008, December 30, 2008 and December 31, 2008.

ARTICLE XII – GROUP INSURANCE AND RETIREMENT

1. (a) Employees, a person with whom the employee shares a committed relationship as defined by ULLICO, retirees and dependents shall be fully covered by the group medical, surgical, and hospitalization plan negotiated with the Employer. Employees shall be fully covered by the life and accidental death insurance policies and the pension plan negotiated with the Employer. In order to be eligible for retiree health insurance, an employee hired prior to April 1, 2002, or any employee who retires on a disability retirement, must have five (5) years of continuous service with the AFL-CIO, with the service contiguous to the date of retirement and an employee hired on or after April 1, 2002 (other than an employee who retires on a disability retirement) must have ten (10) years of continuous service with the AFL-CIO, with the service contiguous to the date of retirement.

(b) For permanent employees, a person with whom an employee shares a committed relationship as defined by ULLICO, retirees and dependents, the annual maximum for dental coverage will be \$3,000 (80% of \$3,750)

the maximum lifetime orthodontia benefit will be \$3,500 per participant, and the vision reimbursement shall be increased to up to \$300 biennially.

Effective January 1, 2001, the prescription drug plan co-pay for name-brand drugs for which there is no generic alternative shall be twelve dollars and fifty cents (\$12.50). Effective January 1, 2001, the prescription drug co-pay for brand name drugs for which there is a generic alternative shall be seventeen dollars and fifty cents (\$17.50). For orders of a three (3) month supply of brand-name drugs by mail, the co-pay shall be twelve dollars and fifty cents (\$12.50) for name brand drugs for which there is no generic and seventeen dollars and fifty cents (\$17.50) for name brand drugs for which there is a generic for the three (3) month supply. The co-pay for non-mail order generic drugs shall be \$1. The co-pay for mail order generic drugs remains \$0. The Employer will provide quarterly utilization reports to the joint labor management Health Care Committee, which will assess the impact of co-pay increases and will make appropriate recommendations.

- (c) An active permanent employee on the payroll using a Health Maintenance Organization as the employee's group health insurance plan shall be provided triple life insurance.
- (d) If an employee is assigned to a geographical area in which there is no choice of a PPO with which ULLICO contracts, the Employer shall pay the premium for a comparable alternative preferred provider plan. If no such comparable preferred provider plan is available, the Employer shall reimburse the employee for any out of ULLICO-contracted PPO network physician services, minus the amounts the employee would pay if the services were in the ULLICO-contracted PPO network.
- (e) There shall be a joint AFL-CIO/OPEIU/Newspaper Guild committee to study and make recommendations on the implementation of a formulary for prescription drugs, TMJ coverage, and hearing benefits. Recommendations are subject to agreement by each union and shall be made to the appropriate labor-management committees no later than July 1, 2002.

2. Employer shall provide life insurance for those employees covered by this Agreement in an amount equal to the employee's annual salary plus \$1,000. The life insurance will be reduced by one-half (0.5) at the time of retirement. In consultation with the Guild, the Employer shall offer group term life insurance to employees, who may elect to pay for it through payroll deduction.

3. No changes in the benefits under any such policies shall be made during the life of this Agreement without the express consent of the Guild.

4. Each employee who retires shall be given a check for \$900.

- (a) Effective January 1, 2004, the Employer shall provide an increase of one (1) percent of the monthly pension for retirees and beneficiaries, who have been on the rolls for one year or longer as of January 1, 2004. Additionally, effective January 1, 2005, the Employer shall provide an increase of one percent (1%) of the monthly pension for retirees and beneficiaries who have been on the rolls for one year or longer as of January 1, 2005.
- (b) Effective July 1, 1998, the Employer shall pay the cost of health insurance for the surviving-spouse beneficiaries who currently pay one-half (1/2) the cost of such insurance.
- (c) Effective April 1, 1998, the percentage factor to calculate benefits for active participants shall be increased to 3 percent from 2.8 percent for the first twenty-five (25) years of credited service.
- (d) The penalty for Early Retirement 55-80 is eliminated.
- (e) The penalty for Early Retirement 60-10 is eliminated.
- (f) The Employer will amend the Pension Plan to include the following new plan options that are cost neutral to the pension plan, for current employees and any new employee who was active as of July 1, 2002.
 - 1. 50% Joint-and-Survivor
 - 2. 100% Joint-and-Survivor
 - 3. 5-year guarantee
 - 4. 10-year guarantee
 - 5. Joint-and-Survivor Pop-Up

5. Single pension participants, presently and in the future, may elect lump sum payment to an heir similar to the present provisions for married participants, with such provision to be costless to the plan.

6. The pension plan will pay Medicare Part B premiums.

7. Active pension participants may elect up to \$150,000 life insurance coverage naming a disabled dependent as the beneficiary, with the Employer paying one-half (1/2) of the premium cost.

8. A labor-management committee will be established to explore methods for funding applicable retiree health benefits. The Newspaper Guild and OPEIU will have an equal number of representatives. Management will have an equal number or less of representatives.

9. Employer will have a 401(k) plan. Effective October 1, 2006, the Employer will match 100 percent of employee contributions up to one-half of one percent (0.5%) of the employee's annual salary, with a floor of \$700. Effective October 1, 2007, the Employer

will match 100 percent of employee contributions up to one-half of one percent (0.5%) of the employee's annual salary, with a floor of \$750. Effective October 1, 2008, the Employer will match 100 percent of employee contributions up to one-half of one percent (0.5%) of the employee's annual salary, with a floor of \$800.

10. The Employer and the Guild jointly recognize that any prolonged tasks performed on VDT equipment can and may influence the development of eye fatigue and physical discomfort. For employees using such equipment three (3) or more hours a day on a regular basis:

- (a) The Employer agrees to provide adequate and suitable workstations and agrees to make reasonable adjustments to present workstations to prevent discomfort.
- (b) These employees, once a year, shall be provided the opportunity for an eye examination. The cost of such eye examination, up to \$100, will be reimbursed by the Employer with prior approval of the Safety and Health Committee. The Employer will pay 50 percent up to \$100 annually for these employees for eyeglasses and frames or, at the employee's option, contact lenses prescribed for each of these employees as a result of the eye examination.

11. The Employer will continue to make available, at employee cost, an elder care and nursing care home insurance policy for coverage of the employee, spouse or person with whom the employee maintains a committed relationship, parents and parents-in-law.

ARTICLE XIII – SICK LEAVE

1. Employees may take time off with pay when illness or injury prevents them from working.

2. Any employee claiming to be physically unable to work for any period longer than three (3) consecutive weeks must, on request of the Employer, supply a certificate from the attending physician that the employee is physically unable to work, and may be required to be examined by a doctor chosen by the Employer. If the two (2) doctors are in disagreement, they shall choose a third doctor, whose determination shall be binding. The Employer shall pay the costs of the second and third examinations.

3. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.

4. Abuse of sick leave shall be subject to progressive discipline.

5. Long-Term Disability Insurance

- (a) The Employer shall provide long-term disability insurance that will provide qualifying permanent employees, after a waiting period of 120 consecutive

work days, with benefits equal to 80% of the employee's salary.

- (b) As soon as an employee who has sufficient service to be eligible for a disability retirement under the AFL-CIO Staff Retirement Plan (“is vested”) becomes disabled, he or she shall apply for a disability retirement under that Plan.
- (c) If an employee who is vested has a disability but it is unclear whether the disability is permanent, the employee is entitled to a maximum of 120 consecutive work days of paid sick leave (at 100% of salary), followed by a maximum of eighteen (18) months of long-term disability benefits (at 80% of salary).
 - (i) Once the employee has been absent for 120 consecutive work days, he or she is required to apply for a disability retirement.
 - (ii) If the disability retirement application is approved, the employee immediately shall cease receiving long-term disability benefits.
 - (iii) If the disability retirement application is denied but the employee continues to qualify for long-term disability benefits, he or she may receive those benefits for a total maximum of eighteen (18) months, subject to Section 5(c)(iii)a and b below.
 - a. The employee is required to reapply for disability retirement as soon as it becomes clear the disability is permanent or once the employee has been receiving long-term disability benefits for six (6) months, whichever is sooner.
 - b. If this second disability retirement application is denied, the employee shall reapply for disability retirement once he or she has been receiving long-term disability benefits for twelve (12) months or as soon as it becomes clear the disability is permanent, whichever is sooner.
- (d) A disabled employee who is not vested in the AFL-CIO Staff Retirement Plan is entitled to a maximum of 120 consecutive work days of paid sick leave (at 100% of salary), followed by a maximum of eighteen (18) months of long-term disability benefits (at 80% of salary), provided, however, that the employee is required to apply for a disability retirement as soon as he or she is vested in the AFL-CIO Staff Retirement Plan. Once the employee is vested, he or she shall apply for disability retirement as soon as it becomes clear the disability is permanent or at six (6) month intervals, whichever is sooner, until he or she has received long-term disability benefits for eighteen (18) months.
- (e) If at any point an employee’s application for disability retirement is

approved, the employee immediately shall cease receiving long-term disability benefits.

- (f) This Section does not apply to employees who have an injury or illness with a definite return date more than 120 consecutive work days from the onset of their illness or injury.

6. Employees will be permitted to take up to two (2) hours for a reasonable number of non-emergency medical appointments, provided those appointments are scheduled early in the morning, late in the afternoon, or during lunch hours, where possible.

ARTICLE XIV – LEAVES OF ABSENCE

1. Upon written request with as much advance notice as possible, the Employer will 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.

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, this shall be considered good and sufficient cause for 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 six (6) weeks with pay and/or additional child-rearing leave of up to five (5) 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 who are eligible voters shall receive sufficient time off, not to exceed two (2) hours, to vote on election day. Employees on out-of-town assignments shall utilize absentee ballots. If this is not possible, the Employer shall approve employees returning to home bases in order to vote.

7. Employees shall be allowed five (5) 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 three (3) 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, stepmother, stepfather, 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 employee when, in the Employer's judgment, such additional time is warranted. Employees shall be allowed one (1) day of compassionate leave with pay for the death of a co-worker. For the purposes of this Section, a domestic partner's relatives shall be treated as spousal equivalents.

8. (a) Employees shall be permitted a minimum of sixteen (16) 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.

(b) Employees shall be permitted up to six (6) days of leave with pay per year to care, during a serious health condition, for a sick parent, spouse, or child

(or other relative residing with the employee) person for whom the employee is the primary caregiver, or a 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 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. 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 caregiver, 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.

9. Employees who donate blood will be allowed a maximum paid leave of one-half (1/2) day.

10. Employees with seven (7) years of service shall be permitted four (4) weeks' leave with pay, without loss of seniority or benefits, to care for a parent who is critically ill or suffers an acute illness, during their employment. 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 parent. Employees with seven (7) years of service will be permitted four (4) weeks' leave with pay, without loss of seniority or benefits, to care for a terminally ill spouse 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, or child/stepchild, during their employment. 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 terminal condition.

ARTICLE XV – TRANSFERS

1. The Employer reserves the right to transfer employees, as the conduct of its business requires, after written notice to the Guild and the affected employee and after consultation with the Guild. Such consultation shall begin no later than three (3) months prior to any anticipated transfer. The consultation shall include discussion of the Employer's operational needs and the relative seniority, skills, and experience of the affected employees. Additionally, the employees' preferences shall be taken into account, as shall any personal or family hardship such as caring for an ill spouse, child, parent 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. Such transfers shall not be used as disciplinary measures.

2. Employees shall keep the Employer informed of locations in which the employee

wishes to work.

3. Any employee asked to transfer shall have the right to meet with the Employer to seek reconsideration and to explore other options.

4. (a) An employee has the right to refuse a transfer if the employee so notifies the Employer in writing within sixty (60) days of the notice pursuant to Section 1.

(b) Any employee who refuses a transfer under Section 4(a) shall be laid off and shall receive the severance pay and benefits described in Article VI (Layoff) Section 6. The employee shall not have recall rights.

5. There shall be no reduction in salary or impairment of other benefits as a result of such transfer.

6. The Employer will pay transferred employees a flat moving allowance of \$2,000 and the cost of moving household goods from one location to another. Costs for storage and removal therefrom will not be paid.

7. The Employer will pay the costs of two (2) trips for the employee and either the spouse or the person with whom the employee shares a residence and has maintained a committed relationship for at least six (6) months or dependent to the new home base area for the purpose of locating housing.

8. For the purpose of reimbursing expenses while the employee is finding housing, for a period of no more than ninety (90) days from the effective date of transfer, employees will receive out-of-town per diem and hotel reimbursement at the new location. This period may be extended upon mutual agreement to one hundred and twenty (120) days. Employees are expected to find housing as quickly as possible.

9. In the event an employee is required to move to another city as a condition of employment by the Employer and is discharged or laid off, it is agreed that the Employer will discuss with the Guild any reasonable claim for transportation or other moving expenses actually incurred in returning the employee and family to their home city.

10. No employee shall be required to transfer more than once during the term of this Agreement.

11. An employee is entitled to bid on vacant positions in accordance with Article V (Filling of Vacancies). However, the Employer shall not be required to voluntarily transfer an employee more than once during the term of this Agreement.

12. The Employer shall not be required to pay expenses related to an employee's voluntary lateral transfer more than once in six (6) years.

13. An employee who is required by the Employer to transfer will be reimbursed one-

half (1/2) of the usual and customary realty commission up to \$10,000 paid by the employee to a real estate agent in connection with the sale or purchase of the employee's residence.

14. An employee who is within one (1) year of being eligible to retire under the AFL-CIO Staff Retirement Plan on an unreduced benefit will not be required to accept a transfer as a condition of employment. This protection ceases to operate for an employee who works beyond the date he or she is eligible for such retirement.

15. Any National Field Representative with at least fifteen (15) years of seniority has the right to refuse a transfer so long as the employee is not eligible to retire under the AFL-CIO Staff Retirement Plan on an unreduced benefit. This protection ceases to operate for an employee who works beyond the date he or she is eligible for retirement.

ARTICLE XVI – 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.

(c) All letters containing derogatory notations shall be removed eighteen (18) months after issuance. This Subsection shall not apply to performance evaluations.

5. (a) 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 benefits provided to other employees under this Agreement, but no additional rights.

- (b) The Employer and the Guild agree to implement an Employee Assistance Program through the Community Services Agency of the Metropolitan Washington Labor Council, AFL-CIO, and its nationwide counterparts.

6. All existing established past practices in a labor relations sense not altered or removed by this Agreement shall remain in effect. Any economic benefit negotiated between the Employer and OPEIU, Local 2 during the term of this Agreement shall be extended to employees covered by this Agreement as well, except that employees covered by this Agreement shall not be entitled to any lump sum or wage increase negotiated prior to September 30, 2006 between the Employer and OPEIU Local 2. Any lump sum or wage increase negotiated after September 30, 2006 between the Employer and OPEIU Local 2 shall be extended to employees covered by this Agreement. The Employer retains its traditional management rights not limited by this Agreement.

7. The Employer shall continue the Dependent Care Reimbursement Account plan, established in 1991 pursuant to Section 129(a) of the Internal Revenue Code. Once claims equal or exceed the statutory maximum, the participant need not file additional claims; instead the claims already filed suffice for authorizing payment up to the maximum.

8. (a) Two (2) joint labor-management committees will be established. One shall operate for Guild-represented field employees of the Field Mobilization Department and the other for Guild-covered headquarters' employees. Each committee shall have two (2) representatives chosen by the Employer and two (2) representatives selected by the Guild. Either the Employer or the Guild may choose up to two (2) additional representatives to serve on each committee. The committees will meet monthly or by mutual agreement at a different frequency. The labor-management committees will seek to identify and resolve issues of mutual concern to the Employer and the Guild, as well as employees the latter represents. The labor-management committees further will be used to facilitate attaining the goals of the AFL-CIO, and enable employees to be more effective and productive in accomplishing the AFL-CIO's mission. The committees may take up non-grievance issues that affect the relations of an employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.

- (b) Departmental labor-management committees, at the call of either negotiating party, shall be established of two (2) representatives chosen by the Employer and two (2) representatives selected by the Guild. At least one (1) Employer and one (1) Guild representative shall be in the department. Either the Employer or Guild may choose up to two (2) additional representatives to serve on the committee. Either the Employer or the Guild may request a departmental labor-management committee meeting when a need arises. The time and date of the meeting shall be set

by mutual agreement. An agenda shall be submitted at least one (1) day in advance of the meeting. The labor-management committee shall seek to identify and resolve issues of mutual concern to the Employer and Guild in the department. Issues that are identified or unresolved may be referred to the labor-management committees referred to in Subsection 8(a) above. The committees may take up non-grievance issues that affect the relations of an employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement. However, resolution of matters subject to the grievance and arbitration provisions shall be subject to mutual ratification by the Employer and Guild.

(c) For field employees, meetings under this Section may be conducted by conference call.

9. (a) Each employee will receive a written evaluation from his or her supervisor annually. The evaluation will be discussed by the supervisor with the employee. Each employee will be given a copy of the evaluation form, and will have the opportunity to make a written response. The employee's written response will be attached to the evaluation form.

(b) Forms for formal annual written employee performance evaluations will be developed by the labor-management committee, which also will select appropriate training and instruction for supervisors and employees in conducting performance evaluations.

(c) Evaluation forms themselves will not be relied on by the Employer for disciplinary action or promotional decisions. Employee conduct or performance described on the evaluation form may be the subject of disciplinary action and may be considered in promotional decisions. Employee performance evaluations do not alter the provisions of Articles IV (Job Security) or XIII (Sick Leave) regarding discipline or discharge.

(d) Evaluations conducted in accordance with the foregoing provisions will not be subject to the grievance procedure.

10. Guild-represented employees are permitted a full day off with pay to attend the AFL-CIO Guild unit's retreat held not more than once a year in conjunction with **any** Department's retreat. The Employer's practice of paying half the costs of the retreat (exclusive of lodging and transportation) shall continue.

11. 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 AFL-CIO work. This provision excludes payments required under Article II (Union Security).

12. 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.

13. Through the labor-management committee, the Employer in consultation with the Guild, shall explore emergency drop-in day care options for employees' children. In the meantime, headquarters employees shall not bring children to work except for limited periods of time in cases of emergency or when otherwise absolutely necessary.

- (a) Children shall not be permitted to use office computers.
- (b) Parents shall be responsible for the costs of repairing equipment or other property damaged by their children.
- (c) Children shall be allowed in the inner office of the Department of Support Services, but not in the shop area where machinery is located.

14. The Employer and the Guild shall select up to two (2) representatives each to serve on a joint safety and health committee. The committee shall be established within thirty (30) days after the Guild ratifies this Agreement.

ARTICLE XVII – EDUCATION

1. The Employer and the Guild shall establish an education committee consisting of two (2) representatives from the Employer and two (2) representatives from the Guild. The committee shall keep the Guild informed of available educational programs at the George Meany Center for Labor Studies (Center) as well as other educational opportunities which could be of value to the Guild members.

2. 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.

3. Employees shall be allowed two (2) weeks each calendar year with pay to participate in the National Labor College degree program at the expense of the Employer and with the approval of the Secretary-Treasurer. Out-of-town employees in the College degree program shall be paid transportation costs by the cheapest airfare available to and from the Center, where residence is greater than four hundred (400) miles from the Center. Employees less than four hundred (400) miles will use the Employer or personal car as transportation. An employee taking two (2) or more courses shall be given a full day of paid leave for each day during this period. An employee taking one (1) course shall be given a half day of paid leave for each day during this period. Field employees shall take two (2) or more courses.

4. Employees may be allowed, with the approval of his or her department director, time off to attend institutes at the Center. Pay and expenses shall be borne by the Employer.

5. An employee who is pursuing a course of study related to work performed by the Employer, conducted by a recognized non-profit college or university, or by an educational institution accredited by nationally recognized agencies or associations, and will include continued learning education (CLE) classes, and/or professional association classes, and educational conferences. The employee will be reimbursed for the costs of tuition, fees, and textbooks incidental to such course of study up to a maximum of \$2,500 per school year (September-August). The following requirements must be met in order for an employee to be eligible for reimbursement under this provision:

- (a) The employee must be a full-time bargaining unit employee working thirty-five (35) hours per week while participating in the program and must have completed one (1) year of service prior to enrollment.
- (b) The course of study must be related to an employee's current work assignment or probable future work assignment. Certification of relevance to work must be obtained from the Secretary-Treasurer prior to enrollment.
- (c) The course of study must be on the employee's own time, unless specifically approved by the Secretary-Treasurer.
- (d) The employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher).
- (e) The applicant is not eligible for educational benefits under the G.I. Bill or has not received any type of scholarship or fellowship offered by an educational institution.
- (f) The maximum payable under this provision to any individual is \$9,000. The maximum payable to all unit employees in a single year is \$11,000. These maximums shall include tuition payments for the National Labor College degree program.

6. 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.

ARTICLE XVIII – EXPENSES AND TRANSPORTATION

1. The present Employer policy concerning the payment of all legitimate expenses incurred by AFL-CIO employees in the service of the Employer shall apply. 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 department directors shall be reimbursed for the conference fees.

2. The Employer shall provide a monthly car allowance or, alternatively at the employee's option, a leased car to National Field Representatives employed as of April 1, 1998, other than temporary or probationary employees. A probationary permanent National Field Representative employed as of April 1, 1998, upon completion of probation, shall be provided by the Employer with a monthly car allowance or, alternatively at the employee's option, a leased car. Other permanent field employees employed as of April 1, 1998 (not limited to employees in the Field Mobilization department and hereinafter referred to as "field employees") whose jobs require a car shall be provided a monthly car allowance or, alternatively at the employee's option, a leased car. An employee employed as of April 1, 1998, who has a leased car through the Employer may elect permanently, upon the expiration of his/her current lease agreement, to furnish his/her own automobile in accordance with Subsection (a) below. The Employer shall provide a monthly car allowance under Subsection (a) below to permanent field employees, hired after April 1, 1998, other than probationary employees, whose jobs require a car.

- (a) An employee who elects to furnish his/her own automobile shall receive from the Employer a monthly allowance of \$650 effective the first month after ratification of this Agreement. Additionally, the employee shall be reimbursed for the cost of automobile insurance. These cars shall be union-made and American-made. The employee who opts for the allowance shall be required to pay for all repairs on the automobile, and to replace the automobile with an automobile at not more than thirty (30) months or 75,000 miles, whichever comes first. The replacement automobile shall not be older than thirty (30) months or have more than 75,000 miles.
- (b) The Employer shall select a full-size leased car to be available to employees. The lease shall not exceed thirty (30) months or 75,000 miles whichever comes first. The leased car shall be equipped with at least the options set forth in car-lease specifications attached as Appendix D and by this reference made a part of this Agreement.
- (c) The Employer will reimburse the employee for up to eight (8) replacement tires on the same basis at the same cost as provided for employees with leased vehicles.
- (d) An employee using a car provided by the Employer shall be able to spend up to \$75 for repairs without prior approval.
- (e) The Employer shall furnish each permanent field employee, other than probationary employees, with a credit card to be used for the purchase of gasoline and oil while on assignment for the AFL-CIO.

- (f) The Employer and the Guild will review each proposal, and the accompanying data, to cancel auto insurance coverage for an employee for whom the AFL-CIO has secured coverage. If the Employer and the Guild agree that a case warrants discussion with the insurance company (or the car-leasing firm), the Employer will pursue the matter to seek to retain coverage for the employee under the AFL-CIO policy. If the insurance company (or the car-leasing firm) refuses to alter its position, the employee will be required to secure his or her own coverage, toward which the Employer will contribute an amount equal to its cost for an employee under group coverage.
 - (g) Any contract negotiated by the Employer with a lease company shall provide that any options purchased by the employee shall not be considered in the purchase price when the employee purchases the automobile from the leasing company.
 - (h) Employees receiving AFL-CIO automobile insurance coverage shall comply with the insurance carrier's requirement for a physical examination for obtaining and retaining such coverage, to the extent permitted by law. The Employer shall pay the cost of any such required physical examination not covered by the employee's group health insurance.
 - (i) In order to be eligible to receive a monthly car allowance under this Section, an employee must provide proof of automobile insurance in the following amounts: \$500,000 per occurrence (\$250,000 per person), \$250,000 property damage and \$1,000 medical payments. The insurance must be itemized to indicate coverage costs for family members. Upon proof of payment, the AFL-CIO will reimburse the employee for the coverage for him/her.
3. (a) Per Diem – Per diem will be at the government rate with a minimum of \$45 (forty-five dollars). The per diem shall be paid when an employee is on assignment one-hundred (100) or more miles away from home or when an employee's assignment requires overnight lodging away from home within one-hundred (100) miles of the employee's home.
- (b) When staff activities require participation in conferences or meetings where there is a registration fee that includes meals in a package, staff shall be reimbursed full per diem for travel days (first and last). The total registration fee shall be reimbursed by the Employer.
- (c) Employees who are not on out-of-town per diem and engaged in State Federation lobbying at State Capitols shall be paid up to \$20 as reimbursement for actual receipted entertainment expenses while engaged in such lobbying activities.

4. (a) The Employer will reimburse employees for actual, receipted parking expenses, other than expenses incurred as a result of commuting to and from work. Such parking expenses exceeding \$15 per day shall require a written explanation and justification.
 - (b) For each employee employed in a city other than Washington, D.C., the Employer will continue its practice as to that particular employee concerning providing parking or reimbursing the employee for parking expenses incurred in commuting to and from work at those offices.
5. A cash advance of \$350 and a telephone credit card shall be provided to each permanent field employee. A cash advance of \$350 and telephone credit card will be provided to employees who were on out-of-town travel for more than thirty (30) days in any year. If the employee's travel becomes sharply curtailed over a period of two (2) years, the advance will be returned until a future increase in out-of-town travel occurs.
6. Employees need not stay over a weekend in order to reduce travel costs, although employees are encouraged to do so if the discount would result in significant savings.
7. Employees shall submit expense reports in accordance with procedures outlined by his or her department. The cost incurred in reproducing copies of the receipts shall be reimbursed by the Employer.

Employees may elect to have expense reimbursement made by direct deposit including the payment of auto allowances and other reimbursable expenses as determined by the Employer, beginning with expenses for the week of September 3, 2000. Only those employees having direct deposit for their paycheck will be eligible. Deposits will be made through the existing pay system and funds will be transferred in the next pay cycle feasible.

The Employer will make automated expense forms available to employees by September 3, 2000, expanding the availability of existing QuattroPro and Excel spreadsheet designs, as well as making available a yet-to-be-created WordPerfect template. The Employer and the Union will create an automated expense reporting committee to explore the options for automated expense reporting, including advanced technological options for the creation of expense reports and the electronic submission of these reports.

8. (a) Effective with the elimination of individual federation credit cards Federation-wide and not earlier than 120 calendar days after the ratification of this agreement, each employee shall use a personal credit card for expenses incurred on AFL-CIO assignment, and shall arrange to have the credit card bill sent to his or her home address or other non-AFL-CIO address. Employees may also elect to use cash or a debit card. Changes to the organization-wide AFL-CIO expense policy shall be consistent with this Agreement.

- (b) If an employee presents documentation to the designated non-bargaining unit Accounting Department employee that he or she is unable to get a credit card because of his or her credit status, the AFL-CIO shall guarantee a card. Documentation presented to the non-bargaining unit employee designated by the Employer shall be treated as confidential and not used for any purpose other than to support the request for, and the use of, an AFL-CIO guaranteed card. The parties understand that the Secretary-Treasurer's Office is required to sign off on such guarantees.
- (c) Employees shall be responsible for payment of credit card bills, and shall submit expenses for reimbursement in accordance with the Employer's Expense Policy and Paragraph 7 of this Article.
- (d) The general procedures for submitting and processing expense reimbursement requests are set forth in Appendix F of this Agreement.

9. The Employer shall reimburse employees for airport parking fees or public transportation to the airport, whichever is least expensive, incurred while flying on official business.

- 10. (a) On an assignment of two (2) or fewer days that is more than 400 miles from the employee's home, the employee has an option of driving or traveling by public transportation subject to the approval of the appropriate supervisor.
- (b) On an extended assignment of more than 400 miles from an employee's home, intervening return trips home shall be by public transportation, unless the appropriate supervisor approves the use of the automobile.

11. The Employer will allow employees, at their option, to elect a pre-tax deduction of up to the maximum amount per month permitted by the Internal Revenue Service for the cost of Metrochek or similar benefit available in the field offices.

12. The monthly fee for parking in spaces provided by the AFL-CIO in Washington, D.C. shall be twenty-five dollars (\$25) per month.

13. Effective April 1, 2002, the Employer shall implement an IRS conforming, pre-tax, salary deduction program for the employee parking expenses incurred in commuting to work. Employees shall be allowed the maximum amount allowable by the IRS to be deducted from payroll. The current amount allowable is one-hundred-eighty-dollars (\$180).

ARTICLE XIX – 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 XX – TEMPORARY, PROJECT AND FUND EMPLOYEES

1. For the purposes of this Article, a temporary employee is an employee who fills a seasonal position of a specified duration, or a permanent position on a temporary basis.
2. For the purposes of this Article, a project employee is an employee funded from the AFL-CIO General Fund who is assigned to a specific campaign or project, and who is hired either for the full term of the campaign or project or for a specified portion thereof.
3. For the purposes of this Article, a fund employee is an employee funded from the AFL-CIO Organizing Fund or Membership Mobilization Fund.
4. Temporary, project and fund employees are covered by the terms and conditions of this Agreement except as otherwise provided in this Agreement.
5. A temporary employee shall be hired for a period not to exceed one (1) year except as otherwise agreed by the Employer and the Guild.
6. A project employee shall be hired for a period not to exceed two (2) years except as otherwise agreed by the Employer and the Guild.
7. A fund employee shall be hired for a period not to exceed three (3) years except as otherwise agreed by the Employer and the Guild.
8. The Employer shall discuss with the Guild at least one (1) week before hiring temporary, project or fund employees.
9. Upon completing six (6) months of employment, fund, temporary and project employees may bid on any vacancy.
10. If a temporary, project or fund employee becomes a regular employee, his or her hire date will relate back to the first day of hire as a temporary, project or fund employee for all purposes that depend in whole or in part on length of service. The date for salary-progression purposes shall be determined by Article IX (Classification and Salary), Section 2.
11. Temporary, project and fund employees shall be reimbursed for automobile expenses as defined in Article XVII (Expenses and Transportation), Section 2(a).
12. Temporary, project and fund employees shall accrue one (1) day of paid sick leave for each month of service. Unused sick leave may be carried over from year to year.
13. (a) The Sections of Article XIV (Leaves of Absence) that apply to temporary employees are 3, 5, 6, 7, 8(b), and 9. The sections of Article XIV (Leaves of Absence) that apply to project and fund employees are 3, 5, 6, 7, 8(a),

8(b), and 9. The remaining sections of that Article do not apply to temporary, project and fund employees except as otherwise required by law.

- (b) (i) Temporary, project and fund employees will have paid child-rearing leave as follows:

2.5 years up to 3 years of employment	6 weeks
2 years to 2.5 years of employment	4 weeks
1.5 years up to 2 years of employment	3 weeks
1 year up to 1.5 years of employment	2 weeks

Any paid child-rearing leave referenced in Section 13(b)i. will come exclusively from a vacation pool set up and managed by the Guild to provide leave to temporary, project and fund employees. Bargaining unit employees will be allowed to donate to the pool as much accrued but unused vacation as they choose. If there is insufficient leave in the pool to provide the amounts of paid leave specified above, temporary, project and fund employees' leave entitlement will be limited to any amount distributed to them by the Guild from the pool. The Guild will have sole discretion to distribute the leave from the pool.

- (ii) The AFL-CIO shall provide six (6) weeks of child-rearing leave to Article XX employees who have three (3) or more years service to the AFL-CIO.
- (iii) Any leave granted under this section will be in addition to any unpaid statutory FMLA leave to which the employee is entitled.

14. (a) Temporary, project and fund employees are not covered by Article VI (Layoff) of this Agreement.

- (b) Unless otherwise specified in that Article, temporary, project and fund employees are not covered by Article VIII (Hours), except that:

- (i) Project and fund employees are covered by Section 2, 3, 4, 5(a), 5(b) and 7.

15. The grievance but not the arbitration provisions of this Agreement apply to discipline or discharge during the first twelve (12) months of employment for temporary employees, and during the first six (6) months of employment for project and fund employees. Thereafter, the grievance and arbitration provisions apply. Just cause does not apply to the discipline or discharge during the first twelve (12) months of employment for temporary employees. Thereafter, just cause applies.

16. If a temporary, project or fund employee bids into any other regular position, he or

she shall serve the trial period specified in Article V (Filling of Vacancies), Section 8(a). If the employee either chooses to return to the position from which transferred or promoted under Article VIII (Hours), Section 8(c) or does not successfully complete the trial period under Article VIII (Hours), Section 8(d), the employee may return to his or her prior position if it still is funded or to a vacant funded PFT position for which the employee is qualified.

17. (a) If a temporary, project or fund employee is terminated for disciplinary reasons and has completed at least six (6) months of employment, the employee shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice.
- (b) If a temporary, project or fund employee is terminated for non-disciplinary reasons and has completed at least six (6) months of employment, the employee shall receive four (4) weeks' notice or four (4) weeks' pay in lieu of notice.
- (c) Temporary, project and fund employees employed for more than twelve (12) consecutive months and whose employment is terminated for non-disciplinary reasons shall receive two (2) weeks of severance pay.

18. Temporary, project and fund employees shall not be used where, in effect, they would displace a regular full-time employee or preclude the posting of a permanent position.

19. Combined periods of temporary employment and project employment shall not exceed two (2) consecutive years except as otherwise agreed by the Employer and the Guild.

20. No more than ten (10) percent of the total staff shall be temporary or project employees on the payroll at any one time except as otherwise agreed between the Employer and the Guild. The following shall not be taken into account in calculating the percentage under this section: Temporary Recruiters; fund employees; Union Summer participants and staff hired for that program; temporary political organizers hired during the political season; temporary staff hired for large-scale bargaining-mobilization campaigns, and temporary staff filling in for a permanent employee on leave under Article XIII (Sick Leave) and Article XIV (Leaves of Absence).

21. The provisions of Article XV (Transfers) Sections 6, 7, 8, and 13, shall apply if the employee is transferred at the AFL-CIO's request.

22. The AFL-CIO shall not bear any costs associated with temporary, project, or fund employees attending the AFL-CIO Guild unit's retreat except permitting them a day off with pay to attend the retreat.

23. Article XV (Transfers) does not apply to fund employees. The Employer reserves the right to transfer fund employees as operational needs dictate, including transfer to

headquarters, as well as to assign fund employees to multiple projects simultaneously.

24. Direct deposit, as provided in Article IX (Classification and Salary Schedule), Section 7, is available to temporary, project and fund employees.

25. After three (3) years of employment a PFT shall become a regular full-time employee with the exception of affiliate staff on the AFL-CIO payroll. If the employee's temporary, project or fund position is ended by the Employer, the employee therefore leaves the AFL-CIO's employment, then returns within six (6) months, that time of non-employment shall not be counted toward the three (3) years, but shall not constitute a break in service for purposes of this section.

ARTICLE XXI – PART-TIME EMPLOYEES, CONSULTANTS, AND AFFILIATE STAFF

The Employer shall discuss with the Guild at least one (1) week before hiring part-time employees or 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. The foregoing provisions apply to staff of AFL-CIO affiliates when their work is work normally performed within the Guild bargaining unit and is directed and supervised by the AFL-CIO during a project of more than one (1) month's duration. 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 part-time employees, consultants, or affiliate staff shall not be used where, in effect, they would displace a regular full-time employee.

ARTICLE XXII – NO DISCRIMINATION

The AFL-CIO 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 XXIII – RESPECT AND DIGNITY

The AFL-CIO strives to provide an environment where all employees are treated with respect and dignity. Any occurrences or concerns should promptly be brought to the attention of the Human Resources Department Director or his/her designee. The Human Resources Department will investigate the allegations. This will include meeting with the employee(s) who filed the complaint, and a union representative, and meeting with the individual about whom the complaint is made. Based on the results of the investigation, the AFL-CIO will take appropriate action to remedy any problem.

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 AFL-CIO, 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 AFL-CIO 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.

2. It is the intent of the parties, as is reasonably practical, to include employees in discussion of departmental work plans and goals.

3. Each employee's work assignments or directives shall be consistent with the intent of the preceding statements.

4. This Article shall not be subject to the grievance and arbitration provisions of the Agreement.

5. Issues may be addressed under other Articles of the Agreement.

ARTICLE XXIV – DURATION AND RENEWAL

This Agreement will take effect as of October 1, 2006, and remain in effect until March 31, 2009. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect April 1, 2009. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before April 1, 2009, the new Agreement shall be made retroactive to April 1, 2009.

For the Employer

For the Guild

Date _____

Date _____

**MEMORANDUM OF UNDERSTANDING
GROUP INSURANCE AND RETIREMENT**

Retirement: The employer shall consider, on an annual basis, whether there will be a pension increase for retirees and beneficiaries who have been on the rolls since January 1, 2006, and, if so, the Employer will meet with the union to negotiate the increase. This memorandum of understanding will expire on March 31, 2009.

MEMORANDUM OF AGREEMENT

The American Federation of Labor and Congress of Industrial Organizations (“Employer”) and the Washington-Baltimore Newspaper Guild, Local 32035 (“Guild”) agree as follows:

1. In the event entities similar to the Center for Working Capital are created, the Employer and the Guild shall meet to confer concerning the status of the entities' employees.
2. (a) Through the Field Mobilization labor-management committee established under Article XVI (Miscellaneous), Section 8(a), the Employer and the Guild will discuss the following:
 - (i) Advance notice, duration and number of out-of-town assignments.
- (b) Through an Organizing Department labor-management committee established under Article XVI (Miscellaneous), Section 8(b), the parties shall discuss the following:
 - (i) Temporary/permanent status of some Recruiter positions, and
 - (ii) Advance notice, duration and number of out-of-town assignments.

3. The parties agree that each field employee for whom the Employer now provides commuter parking shall continue to receive that parking so long as the employee remains assigned to the field office for which parking is provided. If the employee is transferred or

otherwise moves to another field office or to headquarters, the Employer is not required to provide parking at that new location. Moreover, if the employee is replaced by another employee at the field office for which parking was provided, the Employer is not required to provide parking for that replacement employee.

MEMORANDUM OF UNDERSTANDING
EXPEDITED ARBITRATION APPLICABLE TO ARTICLE VI

The Guild and the federation agree any grievance filed disputing the determinations made under Article VI (Layoff), Sections 5(a) and 5(c), shall be subject to the procedures set forth herein.

1. Grievances shall be filed in writing within fifteen (15) calendar days of the determination.
2. A grievance meeting shall be convened within seven (7) calendar days of receipt of the grievance unless the parties mutually agree to advance directly to arbitration (# 5 below).
3. If a grievance meeting is convened, the Employer has seven (7) calendar days to respond in writing to the grievance.
4. Within seven (7) calendar days of the response or the date the response was due, the Guild may notify the Employer in writing of its intent to invoke expedited arbitration.
5. The parties shall create a standing panel of two (2) arbitrators to hear cases under this Memorandum.
6. Within seven (7) days of the Guild's notice to arbitrate, the parties shall select the first arbitrator on the list who is available to serve within thirty (30) days of selection.
7. The hearing shall be scheduled within thirty (30) days of the selection of the arbitrator, on a date mutually agreed upon by the parties. If the parties cannot agree upon a date, the arbitrator shall set a date.
8. There shall be no transcript or post-hearing briefs.
9. The arbitrator shall issue an award within ten (10) days of the hearing, with a written opinion to follow within thirty (30) days.
10. The costs of the arbitrator shall be borne equally by the parties.
11. The arbitrator's decision shall be final and binding.

APPENDIX A – SALARY SCHEDULE

Grade	10/1/2005	10/1/2006		10/1/2007		10/1/2008	
	Annual Salary	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary
GUI/1 Step 1	\$91,729.08	\$94,251.63	\$1,812.53	\$96,937.80	\$1,864.19	\$99,603.59	\$1,915.45
GUI/1 Step 2	\$94,479.36	\$97,077.54	\$1,866.88	\$99,844.25	\$1,920.08	\$102,589.97	\$1,972.88
GUI/1 Step 3	\$97,561.92	\$100,244.87	\$1,927.79	\$103,101.85	\$1,982.73	\$105,937.15	\$2,037.25
GUI/1 Step 4	\$100,355.36	\$103,115.13	\$1,982.98	\$106,053.91	\$2,039.50	\$108,970.39	\$2,095.58
GUI/1 Step 7	\$102,016.24	\$104,821.69	\$2,015.80	\$107,809.11	\$2,073.25	\$110,773.86	\$2,130.27
GUI/1 Step 14	\$103,713.68	\$106,565.81	\$2,049.34	\$109,602.94	\$2,107.75	\$112,617.02	\$2,165.71
GUI/1 Step 21	\$104,366.80	\$107,236.89	\$2,062.25	\$110,293.14	\$2,121.02	\$113,326.20	\$2,179.35
GUI/2 Step 1	\$82,764.28	\$85,040.30	\$1,635.39	\$87,463.95	\$1,682.00	\$89,869.21	\$1,728.25
GUI/2 Step 2	\$85,564.48	\$87,917.50	\$1,690.72	\$90,423.15	\$1,738.91	\$92,909.79	\$1,786.73
GUI/2 Step 3	\$88,690.20	\$91,129.18	\$1,752.48	\$93,726.36	\$1,802.43	\$96,303.83	\$1,852.00
GUI/2 Step 4	\$91,957.88	\$94,486.72	\$1,817.05	\$97,179.59	\$1,868.84	\$99,852.03	\$1,920.23
GUI/2 Step 7	\$94,706.60	\$97,311.03	\$1,871.37	\$100,084.39	\$1,924.70	\$102,836.71	\$1,977.63
GUI/2 Step 14	\$96,405.08	\$99,056.22	\$1,904.93	\$101,879.32	\$1,959.22	\$104,681.00	\$2,013.10
GUI/2 Step 21	\$97,059.24	\$99,728.37	\$1,917.85	\$102,570.63	\$1,972.51	\$105,391.32	\$2,026.76
GUI/3 Step 1	\$74,139.04	\$76,177.86	\$1,464.96	\$78,348.93	\$1,506.71	\$80,503.53	\$1,548.14
GUI/3 Step 2	\$77,119.16	\$79,239.94	\$1,523.85	\$81,498.28	\$1,567.27	\$83,739.48	\$1,610.37
GUI/3 Step 3	\$79,404.04	\$81,587.65	\$1,568.99	\$83,912.90	\$1,613.71	\$86,220.50	\$1,658.09
GUI/3 Step 4	\$82,206.84	\$84,467.53	\$1,624.38	\$86,874.85	\$1,670.67	\$89,263.91	\$1,716.61
GUI/3 Step 7	\$85,143.28	\$87,484.72	\$1,682.40	\$89,978.03	\$1,730.35	\$92,452.43	\$1,777.93
GUI/3 Step 14	\$86,841.76	\$89,229.91	\$1,715.96	\$91,772.96	\$1,764.86	\$94,296.72	\$1,813.40
GUI/3 Step 21	\$87,495.92	\$89,902.06	\$1,728.89	\$92,464.27	\$1,778.16	\$95,007.04	\$1,827.06
GUI/3NFR Step 1	\$76,039.04	\$78,077.86	\$1,501.50	\$80,248.93	\$1,543.25	\$82,403.53	\$1,584.68
GUI/3NFR Step 2	\$79,019.16	\$81,139.94	\$1,560.38	\$83,398.28	\$1,603.81	\$85,639.48	\$1,646.91
GUI/3NFR Step 3	\$81,304.04	\$83,487.65	\$1,605.53	\$85,812.90	\$1,650.25	\$88,120.50	\$1,694.63
GUI/3NFR Step 4	\$84,106.84	\$86,367.53	\$1,660.91	\$88,774.85	\$1,707.21	\$91,163.91	\$1,753.15
GUI/3NFR Step 7	\$87,043.28	\$89,384.72	\$1,718.94	\$91,878.03	\$1,766.89	\$94,352.43	\$1,814.47
GUI/3NFR Step 14	\$88,741.76	\$91,129.91	\$1,752.50	\$93,672.96	\$1,801.40	\$96,196.72	\$1,849.94
GUI/3NFR Step 21	\$89,395.92	\$91,802.06	\$1,765.42	\$94,364.27	\$1,814.70	\$96,907.04	\$1,863.60
GUI/4 Step 1	\$60,275.32	\$61,932.89	\$1,191.02	\$63,697.98	\$1,224.96	\$65,449.67	\$1,258.65
GUI/4 Step 2	\$62,054.24	\$63,760.73	\$1,226.17	\$65,577.91	\$1,261.11	\$67,381.30	\$1,295.79
GUI/4 Step 3	\$64,245.00	\$66,011.74	\$1,269.46	\$67,893.07	\$1,305.64	\$69,760.13	\$1,341.54
GUI/4 Step 4	\$66,385.32	\$68,210.92	\$1,311.75	\$70,154.93	\$1,349.13	\$72,084.19	\$1,386.23
GUI/4 Step 5	\$67,927.12	\$69,795.12	\$1,342.21	\$71,784.28	\$1,380.47	\$73,758.35	\$1,418.43
GUI/4 Step 14	\$69,623.52	\$71,538.17	\$1,375.73	\$73,577.01	\$1,414.94	\$75,600.38	\$1,453.85
GUI/4 Step 21	\$70,277.68	\$72,210.32	\$1,388.66	\$74,268.31	\$1,428.24	\$76,310.69	\$1,467.51
GUI/5 Step 1	\$50,575.76	\$51,966.59	\$999.36	\$53,447.64	\$1,027.84	\$54,917.45	\$1,056.10
GUI/5 Step 2	\$53,181.48	\$54,643.97	\$1,050.85	\$56,201.32	\$1,080.79	\$57,746.86	\$1,110.52
GUI/5 Step 3	\$54,586.52	\$56,087.65	\$1,078.61	\$57,686.15	\$1,109.35	\$59,272.52	\$1,139.86
GUI/5 Step 4	\$55,982.72	\$57,522.24	\$1,106.20	\$59,161.62	\$1,137.72	\$60,788.56	\$1,169.01

GUI/6 Step 1	\$40,308.88	\$41,417.37	\$796.49	\$42,597.77	\$819.19	\$43,769.21	\$841.72
GUI/6 Step 2	\$43,906.76	\$45,114.20	\$867.58	\$46,399.95	\$892.31	\$47,675.95	\$916.85
GUI/6 Step 3	\$47,494.24	\$48,800.33	\$938.47	\$50,191.14	\$965.21	\$51,571.40	\$991.76
GUI/7 Step 1	\$33,469.84	\$34,390.26	\$661.35	\$35,370.38	\$680.20	\$36,343.07	\$698.91
GUI/7 Step 2	\$35,789.56	\$36,773.77	\$707.19	\$37,821.82	\$727.34	\$38,861.92	\$747.34
GUI/7 Step 3	\$38,108.24	\$39,156.22	\$753.00	\$40,272.17	\$774.46	\$41,379.65	\$795.76
GUI/7 Step 4	\$40,427.96	\$41,539.73	\$798.84	\$42,723.61	\$821.61	\$43,898.51	\$844.20

APPENDIX B – EXCLUDED POSITIONS

Name	Title	Department
Cannon, Shari	Controller	Accounting
Dyer, David	Assistant to Controller	Accounting
Loesberg, A Izetta	Budget & Expense Administrator	Accounting
Lomonaco, Lizabeth	Assistant to Controller	Accounting
Oong, Jennifer	Payroll Administrator	Accounting
Sheth, Anshu	Assistant Controller	Accounting
Cole, Regina	Broadcast and A/V Manager	Broadcast
Pelles, Rosalyn	Civil Rights Director	Civil, Human & Women's Rights
Bank, Richard	Director of Collective Bargaining	Collective Bargaining
Francy, Steven	Director – RN Industry Coordinating Committee	Collective Bargaining
Zobrisky, Mark	Facilities Manager	Facility Management
Maddox, Timothy	Director	Field Department
Mercer, Kim	Administrator	Field Department
Sarmiento, Anthony	Executive Director-NSCERC	General Administration
Avendano-Denier, Ana	Associate General Counsel	General Counsel
Cheselka, Susan	Coord Article XX, XXI	General Counsel
Coppess, James	Associate General Counsel	General Counsel
Gold, Laurence	Associate General Counsel	General Counsel
Greenfield, Deborah	Associate General Counsel	General Counsel
Hiatt, Jonathan	General Counsel	General Counsel
Mumgaard, David	Associate General Counsel	General Counsel
Rhinehart, Lynn	Associate General Counsel	General Counsel
Schiffer, Nancy	Associate General Counsel	General Counsel
Silvers, Damon	Associate General Counsel	General Counsel
Connolly, Samantha	Assistant to the Director	Human Resources
Garland, Karleen	Director of Human Resources	Human Resources
Silver, Emily	Assistant Director	Human Resources
Smith, Kathleen	Special Projects Coordinator	Human Resources
Graham, Dennis	Manager of Political Systems Development	Information Technology
Jansen, George	Manager for Systems & Database Programming	Information Technology
Khan, Nadeem	Manager of E Initiatives & Communication Systems	Information Technology
Laplant, Sue	Manager of Political Information Operations	Information Technology
Mountjoy, William	Director of Information Technology	Information Technology
Gacek, Stanley	Associate Director	International
Schantz, Penny	International Representative	International
Shailor Borosage, Barbara	Director of International	International
Walsh, Louise	Global Programs Director	International
Zellhoefer, Jerald	European Representative	International
Baugh, Robert	Industrial Unions Coordinator	Legislation
Blackwell, Ronald	Chief Economist	Legislation
Lee, Thea	Deputy Director for Public Policy	Legislation
Levi, Gerron	Deputy Director for Congressional Relations	Legislation
Samuel, William	Legislation Director	Legislation
Seminario, Margaret	Director of Safety & Health	Legislation
Windham, Anna	Deputy Director/Outreach & Development	Media Outreach

Whalen, Sheryl	Director of Meetings & Travel	Meetings and Travel
Pedrotty, Daniel	Director – Office of Investment	Office of Investment
Bouey, Terese	Assistant Director for Community Labor Alliances	Office of State and Local Affiliates
Cavanaugh, Michael	Director – Office of State and Local Affiliates	Office of State and Local Affiliates
Ebenreiter, Diane	Asst Dir, Office of State & Local Central Bodies	Office of State and Local Affiliates
Morris, Amy	Assistant to the Director	Office of State and Local Affiliates
Walker, Naomi	Director	Office of State Government Affairs
Chavez-Thompson, Linda	Executive Vice President	Office of the Executive Vice President
Washington, Susan	Exec Assistant to the Executive Vice President	Office of the Executive Vice President
Duncan, Sr., Wilburn	Special Assistant to the President	Office of the President
Holt-Baker, Frances	Special Assistant to the President	Office of the President
Mills, Nancy	Deputy Chief of Staff	Office of the President
Shea, Gerald	Special Assistant to the President	Office of the President
Sweeney, John	President	Office of the President
Welsh, John	Assistant to the President for Administration	Office of the President
Welsh, Robert	Executive Assistant to President	Office of the President
Womack, Richard	Asst to the President for Constituency Relations	Office of the President
Burton, Bradley	Executive Assistant to S/T	Office of the Secretary-Treasurer
Gray, Timothy	Administrative Director-Special Projects	Office of the Secretary-Treasurer
Jurczak, Joseph	Assistant to Secretary Treasurer	Office of the Secretary-Treasurer
Trumka, Richard	Secretary-Treasurer	Office of the Secretary-Treasurer
Acuff, Stewart	Organizing Director	Organizing
Adler, Glenn	CSR Deputy Director	Organizing
Azcarate, Federico	Director, Voice@Work Campaign	Organizing
Baker, David	Assistant Director	Organizing
Casavant, Kathleen	Assistant Director	Organizing
Eckstein, David	Assistant Deputy Director	Organizing
Luebke, Melvin	Deputy Director of Organizing	Organizing
Masciola, Robert	CSR Deputy Director	Organizing
McKenzie, Sarah	Director of the OI	Organizing
Mendoza, Arturo	Field Campaign Director	Organizing
Morton, Kimberly	Administrator	Organizing
Scott, Patrick	Deputy Director – Organizing Institute	Organizing
Zinn, Kenneth	CSR Deputy Director	Organizing
Ackerman, Karen	Political Director	Political - Headquarters
Collins, Stephanie	Staff Administrator	Political - Headquarters
Lemmon, Paul	Field Director	Political - Headquarters
Miller, Ann	Assistant to the Director	Political - Headquarters
Podhorzer, Michael	Deputy Director for Political Strategy	Political - Headquarters
Anderson, Todd	Regional Director – Midwest	Political - Midwest Region
Barchiesi, Richard	Special Assistant to the Field Director	Political - Northeast Region
Felder, Sandra	Regional Director - Northeast	Political - Northeast Region
Johnson, Kenny	Regional Director - South Region	Political - South Region
Acosta, Gerardo	Regional Director – West Region	Political - West Region
Mitchell, Denise	Assistant to President for Public Affairs	Public Affairs
Connell, Tula	Managing Editor	Publications
Jablonski, Donna	Deputy Director – Publications, Web & Broadcast	Publications
Kenngott, Christine	Working Families Network Manager	Publications

Anderson, Larry	Support Services Director	Support Services
Cole, Pocahontas	Purchasing Manager	Support Services
Adriani, Victor	Special Assistant	Working America Department
Ball, Teresa	Assistant Director	Working America Department
Fox, Robert	Deputy Director of Working America	Working America Department
Nussbaum, Karen	Assistant to the President	Working America Department

APPENDIX C – PAY GRADE ADVANCEMENT EXAMPLES

Two examples are set forth below to illustrate the operation of Article IX (Classification and Salary Schedule), Section 2(b), when an employee advances to a higher pay grade.

Example 1

The employee completed twenty-one (21) years of AFL-CIO employment April 1, 1997, and is promoted July 1, 1998, to Guild Grade I from Guild Grade III. The employee was being paid at Guild Grade III, Step 21, or \$1,432.74 weekly prior to being promoted. On promotion the employee advances to Guild Grade I, Step 1, at a weekly salary of \$1,504.61.

On each anniversary date of being promoted, i.e., July 1, the employee advances to the next step until the employee reaches the 21st-Year step on July 1, 2004—on the sixth anniversary of having been promoted.

Example 2

The employee was hired January 15, 1992, in Guild Grade II. As of January 15, 1995, the employee went to the 4th-Year step of Grade II. The employee remained at that salary level in 1998, having not completed seven years of employment to qualify for the next-higher step. On June 29, 1998, the employee is promoted to a Guild Grade I position.

At the time of being promoted the employee was paid Grade II, Step 4, or \$1,508.39 weekly. On promotion, the employee went to Guild Grade I, Step 2, since Step 1 of Grade I is less than what the employee was being paid. The employee's salary as of June 29, 1998, is \$1,550.22 in Grade I, Step 2.

On completing seven (7) years of employment, January 15, 1999, the employee's pay does not change. On the first anniversary of being promoted, the employee goes to Grade I, Step 3. On the second anniversary of the promotion, the employee goes to Grade I, Step 4. On the third anniversary of the promotion, June 29, 2001, the employee goes to Grade I, Step 7.

On completing fourteen (14) years of employment, January 15, 2006, the employee goes to Step 14 of Grade I. The employee reaches the 21st-Year Step after completing 21 years of AFL-CIO employment on January 15, 2013.

APPENDIX D

ALL VEHICLE LEASING

2000 Pontiac Bonneville SE Sedan

6 cylinder engine	Standard
Automatic transmission with over-drive	Standard
Anti-lock braking system	Standard
Power windows	Standard
Power steering	Standard
Stereo with cassette	Package
Air conditioning	Standard
Tinted glass	Standard
Dual electric remote mirrors	Package
Black side wall tires	Standard
Wheel covers	Standard
Power door locks	Standard
Rear defroster	Standard
Cruise control	Standard
Tilt steering wheel	Standard
Body side moldings	Standard
Floor Mats	Standard
Clock	Standard
Interval wipers	Standard
Gauge package	Standard
Fog lights	Standard
ISA Package	N/C
Dual air bags	Standard
Rear deck spoiler	Standard

NY/CA/MA/CT Emissions System Add \$5.00/month

OPTIONAL EQUIPMENT:

Cast Aluminum Wheels with 16" Tires \$364.90

UpGrade to SB Package which includes: \$600.00

Power seat 6 way driver, Remote decklid release,
Illuminated entry system, Trunk storage net, Variable
effort power steering, Remote keyless entry, Dual
illuminated visor vanity mirrors, Dual electric mirrors.

210 Gardiners Avenue * P.O. Box 999 * Levittown, New York 11756 * (516)
796-4200 * FAX 579-1102

APPENDIX E – INTERNS

MEMORANDUM OF AGREEMENT

The American Federation of Labor and Congress of Industrial Organizations (“Employer”) and the Washington-Baltimore Newspaper Guild Local 32035 (“Guild”) agree as follows:

1. The Intern Program of the AFL-CIO is intended to provide training and experience opportunities in the labor movement and allow interns to participate in the work force on behalf of progressive causes.
2. Interns are covered by the terms and conditions of the AFL-CIO/Guild collective bargaining agreement “Contract” except as otherwise provided by this Memorandum of Agreement “Agreement.”
3. For the purposes of this Memorandum of Agreement, an intern is a paid full-time salaried-temporary employee who fills a position of a specified duration for a period of not less than four (4) months and not to exceed twelve (12) months. In no other case will the term of the intern exceed twelve (12) months with out agreement with the Guild. An intern who receives only a stipend and/or expenses is not covered by this Agreement. An intern who has been on the payroll for more than four (4) months on the date this Agreement is signed may continue as an intern for one (1) year from the date this Agreement is signed.
4. If an intern becomes a permanent employee, his or her hire date shall relate back to the first day of hire as an intern for all purposes that depend in whole or in part on length of service except for the probationary period in accordance with Section 11 below.
5. Interns shall accrue one (1) day of paid sick leave for each month of service.
6. Interns shall accrue one (1) day of paid vacation for each month of service.
7. After the completion of thirty (30) consecutive days, interns shall receive health-care coverage under the ULLICO plan or a Health Maintenance Organization, where available, and shall receive life and accidental death insurance under Article XII (Group Insurance and Retirement), Section 2 of the contract. Upon attaining permanent employee status, such an employee may change to any of the health plans provided by the Employer.
8. Interns are not covered by: Article VI (Layoff); Article VIII (Hours); Article X (Vacation); Article XIV (Leaves of Absence) Sections 1, 2, 4, 8 and 9 except as otherwise required by law; Article XVII (Education); Article IX (Classification and Salary Schedule); Article XXIII (Respect and Dignity), Section 2; Article XVI (Miscellaneous) Sections 9 and 13, of the contract.

9. Interns are covered under Article XVIII (Expenses and Transportation) for the following Sections only: Sections 1, 3, 4, 7, 9 and 11 of the contract.
10. The grievance but not the arbitration provisions of the contract apply to discipline or discharge of interns. Just cause does not apply to the discipline or discharge of interns.
11. Upon completing six (6) months of employment, interns may bid on any vacancy.
12. If an intern bids into a Guild position or if the intern's position becomes permanent and he or she bids into the position, the employee shall serve a probationary period for new permanent employees as provided in Article IV (Job Security), Section 1 of the contract but the length of that probationary period shall be four (4) months.
13. Upon execution of this agreement, the Employer shall place each currently employed intern on the Classification and Salary schedule at Grade 7, at a step determined by the Employer. Interns hired after the effective date of this agreement shall be placed on the Classification and Salary schedule at Grade 7 at a step determined by the Employer.
14. Article XX (Temporary and Project Employees), Section 23 does not include the employment of interns.
15. The AFL-CIO shall not bear any costs associated with interns attending the AFL-CIO Guild unit's retreat except permitting them a day off with pay to attend the retreat.
16. Article XV (Transfers) does not apply to interns. The Employer reserves the right to transfer interns as operational needs dictate, including transfer to headquarters, as well as to assign interns to multiple projects simultaneously.
17. When the Employer provides housing with kitchen facilities, the out-of-town per diem for interns shall be \$30. Otherwise, the per diem shall be in accordance with Article XVIII (Expenses and Transportation), Section 3 of the contract.

APPENDIX F – EXPENSE PROCEDURE LETTER OF AGREEMENT

The following procedures shall be incorporated into the Expense Policy:

1. Employees shall submit requests for reimbursement, with receipts or other appropriate documentation, covering expenses incurred within a period of two (2) weeks or less. The requests shall be submitted within fifteen (15) work days of the date the expenses are incurred. Employees may submit reimbursement requests as soon as the expense is incurred.
2. Once the employee's properly documented request for reimbursement is received by the appropriate department, the Employer shall process reimbursements within fourteen (14) work days and reimbursement shall be made not later than on the fifteenth (15) work day. If the Employer is unable to process the reimbursement request within that

time period, the Employer shall advance the employee the amount requested on the 15th day, and then make any necessary adjustment in subsequent expense reimbursement(s).

3. In the event a report is found to be incomplete, Accounting Department shall notify the employee of the missing documentation. Once proper documentation is received, Section 2 of this Letter of Agreement shall apply.

4. The AFL-CIO and the Guild will review the implementation of the expense reimbursement process in October, 2005 and negotiate any needed adjustments identified by either party. The parties will also review and assess opportunities for establishing an employer-backed credit card for unit members.

5. If an employee believes bearing the AFL-CIO business expense for an assignment constitutes a hardship, the employee can raise the issue with the appropriate manager, without being disciplined or excluded from future assignment. The Employer shall discuss the problem and possible solutions with the employee. No employee may refuse an assignment under this paragraph.

6. Airfare, car rentals, and housing.

- (a) The Employer shall provide for payment of airfare and car rentals through master accounts with arrangements to be made, with proper authorization, through the Employer-designated travel agency.
- (b) If an employee chooses, he or she may pay for airfare and car rentals on his or her credit card, and submit a request for reimbursement.
- (c) The parties recognize that there may be occasions on which a car rental is not available through the master account. In such situations, the employee shall pay for the rental with his or her credit card, and submit the expense for reimbursement.
- (d) If an employee is renting a car for both business and personal use, and he or she charges the rental car to his or her credit card, s/he shall submit only the business expense for reimbursement. However, if the rental car is direct billed, the current practice of the employee's submitting a personal check for the personal portion along with the expense report shall continue.
- (e) Between October 1, 2005 and March 31, 2006, the Employer shall review the master account system for airfare and car rentals. The Employer's findings will be shared promptly with the Guild. Upon the request of either party, the parties shall meet to resolve any issues either party may have.
- (f) Provisions for corporate housing or direct billing of housing expenses will be addressed in the Expense Policy.
- (g) No changes in the terms of this Letter of Agreement shall be made during the life of this Agreement without the express consent of the Guild.

Notwithstanding any contrary provisions of the AFL-CIO Expense Policy for Employees, AFL-CIO field employees will submit their expense reports directly to the Accounting Department for processing and will simultaneously send a copy of the expense report to the appropriate Department manager for review and approval. The Accounting Department will promptly process in accordance with the AFL-CIO Expense Policy upon receipt.

If, upon review by the Accounting Department or the appropriate Department manager, there is an unauthorized expense,

1. the employee will be responsible to reimburse the AFL-CIO for this expense;
2. the employee may be subject to discipline if the circumstances warrant subject to Article IV Section 2.

APPENDIX G – AFL-CIO CREDIT CARDS

The AFL-CIO and the Guild agree that it is in the interest of the AFL-CIO and its employees that the use of the AFL-CIO credit card be limited, and that direct billing arrangements and expense reimbursement through the Accounting Department are both more efficient and enhance accountability. Therefore, only the following offices and positions may use an AFL-CIO credit card for AFL-CIO business: Officers; Director of Meetings and Travel. Nothing in this Appendix shall preclude the federation from issuing credit cards for organizational purchases.

Side letter (not in the contract):

The Parties agree that within thirty (30) calendar days of ratification, Secretary-Treasurer Trumka will issue a memo to all employees explaining the need for the removal of the credit card organization-wide.

APPENDIX H – GROUP INSURANCE ADDENDUM

Effective August 1, 2007, the group insurance plan required by Article XII will be provided by United Healthcare rather than ULLICO.

If, at any time during the term of this Agreement, an employee (defined herein, using ULLICO definition, as inclusive of a spouse, a person with whom the employee shares a committed relationship, a retiree or a dependent) incurs any expense that would not have been incurred under the ULLICO schedule of benefits, the Employer shall fully reimburse the employee for that expense in order to make the employee whole. Expenses may be submitted for reimbursement following the end of each calendar quarter for expenses incurred during the previous calendar quarter (or on or after October 1, 2007 for expenses incurred during August and September 2007), or once total expenses subject to reimbursement under this paragraph total at least \$100. This provision does not apply to expenses incurred solely because a provider that was in-network under ULLICO is out-of-network under UHC, except that the AFL-CIO agrees to reimburse each field employee for those expenses up to a maximum total payment to all field employees of \$5,000, so long as the expenses were incurred for a provider that provided in-network services to the participant under ULLICO within 24 months of the date of the out-of-network services under UHC.