

**Collective Bargaining Agreement
between
American Rights At Work
and
Washington-Baltimore Newspaper Guild**



July 1, 2011 through June 30, 2014

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PREAMBLE

This Agreement is made effective this 1st day of July, 2011 between American Rights at Work (ARAW) (hereinafter referred to as "Employer"), a non-profit labor education organization, and the Washington-Baltimore Newspaper Guild (Guild) chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all the employees described in Article 1, Coverage.

ARTICLE I COVERAGE

1. This Agreement covers all employees of the Employer, except supervisors, managerial, and confidential employees as defined by the National Labor Relations Act.
2. The following positions are excluded from this Agreement: Board Chair, Executive Director, , Communications Director, Administrative Director, Director of Finance and Development, Research Director, Director of Programs and Partnerships, Accounting and Human Resources Manager, and other supervisory, managerial, and confidential positions, as defined by the National Labor Relations Act, created during the term of this Agreement.

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 by-laws of the Washington-Baltimore Newspaper Guild.
3. The Employer shall, in compliance with all applicable law, deduct from the first 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 the above information for employees in the unit who are added

to or deleted from the payroll and any changes in the job classifications or salaries within ten (10) working days of the change

5. There shall be no interference 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. 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 JOINT LABOR MANAGEMENT COMMITTEE

A joint labor-management committee is established. The committee shall have two (2) representatives chosen by the ARAW and two (2) representatives selected by the Guild. The ARAW and the Guild may mutually agree to additional representatives to serve on the committee. The committee will meet quarterly or by mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern to the ARAW and the Guild, as well as the employees the latter represents, including the use of consultants, job descriptions, creation of job evaluations, creation of new positions and workload. The labor-management committee further will be used to facilitate attaining the goals of the ARAW, and enable employees to be more effective and productive in accomplishing the ARAW's mission. The committee may take up non-grievance issues that affect the relations of an employee and the ARAW, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE IV GRIEVANCE PROCEDURE

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

2. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement. Grievances shall be filed in writing with the grievant's supervisor with a copy to the Executive Director's or Deputy Director's Office within fourteen (14) working days after the occurrence or within fourteen (14) working days after the grievant becomes aware of the occurrence or should have reasonably become aware of the occurrence. Efforts to adjust grievances shall be made on American Rights at Work time.

3. Step One: There shall be a meeting between a Guild steward, the grievant and the department head or his/her representative within fifteen (15) working days of the receipt of the written grievance. The department head or representative shall respond in writing within fifteen (15) working days of this meeting.
4. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled by Step One may be submitted to final and binding arbitration by either party within (15) working days of the Step One response. If the parties cannot agree on the impartial arbitrator, then the American Arbitration Association will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. Representatives of American Rights at Work and the Guild shall complete the selection process within ten (10) working days of receipt of the panel of arbitrators. The arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning any of the terms and provisions of this Agreement. The Arbitrator shall render a decision no later than 90 days after the conclusion of the arbitration. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
5. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.
6. The term “grievant” shall be considered to include: any individual Guild member, a group of Guild members or the Guild.
7. The time limits set forth in this Article may be extended upon mutual agreement of the Guild and American Rights at Work.

ARTICLE V 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 during that period the progress of the new employee is evaluated and the Guild is notified in writing if any problem or problems appear to be developing. 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 discipline or discharge except for just 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 written discipline, suspension or discharge.
5. Any employee shall have the right to review their personnel file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee's file. The Guild shall have the right to review the employee's personnel file at a mutually convenient time and, upon request shall be provided copies of all material in the employee's file. 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.
6. Notices of discipline shall be removed eighteen (18) months after issuance.

ARTICLE VI LAYOFFS

1. (a) The Employer shall notify the Guild in writing at least forty-five (45) days prior to any proposed dismissal to reduce the force, specifying the job title and number of employees. During the first two-weeks of that notice period, the Employer will meet with Guild representatives and provide the economic justification for the reduction. The Employer and Guild will discuss possible alternatives to a reduction in force.
- (b) Dismissals shall be made in the inverse order of seniority in the classification involved.
- (c) Employees dismissed to reduce the force shall be placed upon a rehiring list for two (2) years. The Employer, before filling that vacancy, shall notify the laid off employee(s) by certified mail of such vacancy at the employee's last known address. If within ten (10) working days of the date of said letter an employee to whom such notice has been sent has not answered or has not accepted reemployment for which such employee is eligible, the employee's name shall be removed from the rehiring list and the employee need not be any longer consider for re-employment. In the event of a reply by any or all such employees on the list so notified, the Employer shall fill said vacancy from among those so replying who request such re-employment in the order of their seniority in the classification or classifications within which the vacancy occurs. In the event the vacancy cannot be filled by an employee or employees on the rehiring list, the Employer may fill the vacancy with a new employee or employees. Time spent on a rehiring list by dismissed employees shall not constitute breaks in continuity of service, but need not be counted as service time in computing severance pay.
- (d) An employee rehired under this article shall be paid the salary he/she received at the time of layoff, plus any increase he/she would have received had they not been laid off.
- (e) For purposes of this Article an employee promoted or transferred to a position with the Employer outside of the Guild's jurisdiction and who remains continuously

employed by the Employer may return to the Guild bargaining unit and retain the employee's seniority at time of promotion or transfer.

(f) Severance shall be paid as follows:

- 6 to 12 months service 4 weeks of salary
- 12 to 24 months service – 8 weeks salary
- 24 to 48 months service - 12 weeks salary
- 48 months or more service – 16 weeks salary

(g) A dismissed employee shall receive health insurance at the Employer's expense for four months, or until the employee receives health insurance from a new employer, whichever comes first.

2 There will be no layoffs when a consultant or temporary employee is performing work that a Guild-covered employee subject to a layoff could perform or could be trained to perform within 45 days.

3. ARAW will assist laid off employees in finding other employment.

ARTICLE VII SENIORITY

1. Seniority shall be considered as an employee's continuous and uninterrupted service with American Rights at Work since the employee's last date of hire. Temporary absences from work or absences due to illness when such absences are approved by ARAW will not break seniority.

ARTICLE VIII 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. Current employees within the unit who bid on and meet the minimum posted qualifications of the vacancy shall be given primary consideration and shall be placed in the position unless an outside candidate is more qualified. If the selection is between two qualified employees, the senior shall be placed in the vacancy.

2. Within fifteen (15) working days of a position's 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. When the Employer decides to fill a vacancy, the Employer shall post the

opening via email for two (2) working days prior to advertising to non-employees. The vacancy will be posted and filled at the salary level on the job description developed pursuant to Article XVIII, Section 1.

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

5. On promotion to a bargaining unit position, a bargaining unit employee shall have her/his salary increased to the minimum of the new position or by four (4) percent, which ever is greater. However in no case will the salary exceed the starting salary range for that position.

6. (a) An employee promoted or transferred under this Article shall have a trial period of forty five (45) calendar days which may be extended by agreement with the Guild.

(b) The Employer's evaluation of the employee shall be discussed with the employee at least two (2) weeks before the end of the trial period.

(c) During the first twenty-five (25) calendar 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.

ARTICLE IX SICK LEAVE

1. Employees will earn 1 day per month of sick leave, to be used for the illness of the employee or his or her dependent, or during a serious health condition, for a sick parent, spouse or domestic partner for whom the

employee is a primary care giver. Sick leave, up to 42 days, will be carried over, but will not be cashed out at termination.

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

ARTICLE X LEAVES OF ABSENCE

1. Upon written request with as much advance notice as possible, the Employer may grant employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the accrual of rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. In the absence of express permission by the Employer, employees shall not be permitted to engage in gainful employment during such leaves. This prohibition on gainful employment shall not apply in the case of leaves granted under Sections 2 and 3 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 and the leave shall be granted. 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. After one year of employment, 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 twelve (12) weeks with pay and additional child-rearing leave 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. An employee with less than one year's employment shall be entitled to take twelve (12) weeks of unpaid leave, without break in seniority or service.

5. Employees shall be permitted up to 3 days of leave with pay per year for parent teacher conferences, unscheduled school closings or authorized community service activities. If an employee's need for leave is foreseeable, the employee shall provide the employer with reasonable prior notice of the requested leave.

6. The Family and Medical Leave Act shall apply to the employees of ARAW. For the purposes of this section, a domestic partner shall be treated the same as a spouse.

7. 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, 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.

8. 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.

9. Employees shall be allowed four (4) days' compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to spouse or domestic partner, son, daughter, mother, or father. Employees shall be allowed three (3) days' compassionate leave without loss of pay in the event of death not in the immediate family or other loved one. In addition, necessary time off for travel purposes shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted. For the purposes of this section, a domestic partner's relatives shall be treated as spousal relatives.

ARTICLE XI HOURS AND OVERTIME

1. The standard workweek for FLSA nonexempt employees shall be five (5) days. The standard workday shall be seven and one half hours (7.5) hours exclusive of a meal break.
2. Authorized work performed by nonexempt employees in excess of 37.5 hours in any one week or on Saturday, Sunday, or holidays shall be paid at the overtime rates as herein set forth.
 - a. When a nonexempt employee is required to work overtime (other than holidays), the overtime shall be compensated for at one and one half times the employee's straight time hourly rate of pay. An employee required to work on the sixth day, Sunday or holiday shall be guaranteed a minimum of four hours' overtime pay. All authorized work performed on holidays shall be compensated for at one and one-half times the employee's regular straight-time rate of pay in addition to his or her holiday pay.
3. FLSA exempt employees whose assignments require them to work on a weekend shall receive compensatory time of one hour for each hour worked, up to seven and a-half (7.5) hours per weekend day. Employees are encouraged to use the compensatory time off within ten (10) business days of accrual and it shall be taken within thirty (30) business days of accrual with

appropriate notice and advance approval of the employee's supervisor. Approval shall not be unreasonably denied.

4. It is understood that exempt employees, will from time to time, work long hours and shall be permitted to adjust their schedules. In consultation with her /his supervisor an employee may adjust their schedule to accommodate their home work balance.
5. The Employer and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements – including, but not limited to, telecommuting, compressed workweeks, flex hours -- either on a regular or ad hoc basis. Requests for such schedules or arrangements shall be granted unless it is operationally unworkable. Requests for alternative work schedules and arrangements should be made in writing and accompanied by a detailed plan for how to make the arrangements operational for business. Denials shall be in writing, citing the specific business operational reason(s) which make the proposal unworkable. Such existing alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs. Alternative work schedules and arrangements will be evaluated at the end of the initial 30 days. Alternative work arrangements may be discontinued, with at least fourteen (14) days notice, due to unforeseen circumstances or problems that make the plan unworkable.
6. In an effort to recognize the demands of the work at ARAW and needs of employees to spend time with their friends and family, ARAW will be closed from the last working day before Christmas Day through New Year's Day.
7. It is the policy of the Employer to follow the guidelines set by the federal government with respect to closing, reporting, and departure times in the event of inclement weather or other health and safety emergency.

ARTICLE XII TEMPORARY EMPLOYEES, CONSULTANTS, and INTERNS

1. The Employer will notify the Guild one week in advance where practicable, upon hiring a temporary employee (including a person employed through temporary employment services) to perform work normally performed within the Guild's bargaining unit. Such persons may be utilized for a period of up to three months, or for a longer period by agreement with the Guild. The Employer will notify the Guild upon the job becoming permanent, including the placement of the job on the wage structure.
2. The Employer will not use a person who performs temporary work to displace a regular employee.

3. The intern program of ARAW is intended to advance the work of ARAW and provide practical training and experience in workers' rights education. Internships will be limited to six months' duration. Interns shall not be utilized to displace a regular employee or fill a regular position.
4. The Union recognizes the Employer's need to use the services of consultants to provide services or expertise unavailable from the ARAW's Guild-covered employees. The Union also recognizes the Employer's need to use the services of consultants to augment the work of Guild-covered employees. The Labor Management Committee will review all consultant contracts that are longer than ninety (90) days or more than \$5,000 and will discuss and recommend, if they choose, alternate approaches. In any case, a consultant performing duties normally or previously performed by Guild employees shall not be kept under contract for more than ninety (90) days without the approval of the Guild.

ARTICLE XIII CLASSIFICATION AND SALARY SCHEDULE

1. The starting salary ranges for the classifications covered by this Agreement are listed in Appendix A.
2. On July 1, 2011 the salaries of all classifications and individuals covered by this Agreement shall be increased by three (3) percent. The salaries of all individuals covered in this Agreement shall be increased by an additional three (3) percent on July 1, 2012 and by an additional three (3) percent on July 1, 2013.

ARTICLE XIV HOLIDAYS

1. The Employer recognizes the following as paid holidays for employees covered by this Agreement:
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day
 - Presidential Inauguration Day

Additionally, ARAW will be closed from the last working day before Christmas Day through New Year's Day and employees shall have the time off with pay.

2. The employer will recognize any other holiday which may hereafter be declared a general holiday by the President of the United States or by an Act of Congress of the United States, and if such holidays apply to the District of Columbia.
3. If a holiday falls on Saturday, it shall be observed on the preceding Friday, and in the event any of the above-named holidays fall on a Sunday, it shall be observed on the following Monday.
4. Each unit employee shall be entitled to three (3) personal days each calendar year. Personal days, except in the case of an emergency, will be taken at mutually agreeable times, and shall not carry over, and shall not be cashed out when an employee leaves ARAW.
5. In consultation with their supervisor, ARAW employees may substitute different holidays for the holidays listed above.

ARTICLE XV VACATIONS

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

- (1) First year: ten (10) days per year
- (2) After one (1) year: fifteen (15) days per year
- (3) After four (4) years: twenty (20) days per year

(b) Employees shall not be entitled to take vacation until after completing three (3) months of continuous service.

(c) Vacation shall be credited bi-weekly based on date of hire. Employees may borrow against future leave. If an employee has borrowed against leave not yet accrued and leaves the organization, he or she must pay ARAW the amount of vacation credited.

(d) Accrued but unused vacation will be cashed out when an employee leaves ARAW.

2. Part time employees will earn vacation on a pro-rata basis as defined in section 1 of this Article.
3. Employees shall be entitled to carry over up to seven (7) days of vacation into the next year of employment.
4. The vacation schedule shall be agreed upon by mutual consent, but where operational need limits the number of employees who may be granted leave, leave shall be granted in accordance with seniority. Use of vacation time of a week or

more must be scheduled with the supervisor at least one month in advance. In the event of an emergency, an employee may take up to four (4) days of vacation including floating holidays without prior scheduling with the Employer.

ARTICLE XVI GROUP INSURANCE AND RETIREMENT

1. The Flexible Spending Plan shall remain in effect.
2.
 - a. Employees, and their domestic partners 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 short and long term disability program, life and accidental death insurance policies negotiated with the employer.
 - b. Employees shall be enrolled in the group medical plan within ten (10) working days of date of hire.
 - c. For permanent part-time employees, insurance premiums shall be paid in a percentage equivalent to the employee's percentage of full time employment.
3. The Employer shall provide \$50,000 of life insurance for those employees covered by this agreement.
4. Employees shall receive up to \$100 reimbursement per year for the cost eyeglasses or contact lenses. This provision is suspended for the course of the contract.
5. The employer will continue enrollment in the CWA Savings and Security Trust Plan. (SSTP)
 - a. Employees shall become eligible to enroll in the SSTP upon employment
 - b. After six months of employment, the employer shall pay into the SSTP on the employee's behalf 3.5% of the employee's gross annual salary. The first payment at the six-month point shall be retroactive to date of hire. Thereafter, the employer shall make a quarterly payment into the SSTP on the employee's behalf.
 - c. During the term of this agreement, the parties will meet to explore other retirement security options, including defined benefit plans. In the event the parties do not reach mutual agreement during the term of this Agreement for additional or alternative retirement security options, retirement security alternatives for existing employees shall be subject to negotiations for the successor agreement.
6. 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.
- 7. Organizational Wellness Program:** Recognizing the importance of employee health and wellness for workplace productivity, the Employer shall provide each employee with

\$200 (two-hundred dollars) for gym membership, fitness classes, massage therapy or other wellness activity annually on July 1. This provision is suspended for the course of the contract.

ARTICLE XVII – EDUCATION

1. When an employee is required by the Employer to take further education, the Employer will pay the cost of such education.
2. ARAW's will contribute up to \$1,000 per calendar year to any employee participating in professional development educational training programs, conferences, or seminars related to work performed by the employee.
3. The Guild will be given one (1) month's notice of intent to introduce new or modified equipment or software that effect employees' jobs. Affected employees will be given adequate training at the expense and on the time of the Employer.

ARTICLE XVIII - EXPENSES AND TRANSPORTATION

1. ARAW shall pay all legitimate expenses incurred by an employee in the service of the ARAW.
2. a. Per diem rates for meals and incidentals will be determined using IRS/GSA approved Federal standard rate for the destination locality.
b. The actual cost of hotel or motel accommodations for each overnight stay also will be reimbursed.
3. Mileage shall be reimbursed at the current IRS business use rate.
4. If employees are required to use cell phones while traveling for work and exceed their monthly minute allowance because of work calls, ARAW will reimburse the employee up to \$20, or the employee may provide an itemized bill to request additional reimbursements.
5. Upon request, employees shall be provided with travel advances of up to \$700 per week (\$100 per day) of travel

ARTICLE XIX JOB DESCRIPTIONS AND EVALUATIONS

1. The Employer shall, within ninety (90) calendar days of ratification, develop written job descriptions for each existing position. The Employer will develop written job descriptions for any new positions within ninety (90) calendar days. The job descriptions will be reviewed with the Guild, through the Labor Management committee, prior to completion.

2. During the term of this Agreement, claims regarding inaccurate job descriptions shall be resolved as set forth below. Such claims arise when significantly different duties accrue to the position, substantial workload increases occur, or other actions raise an issue of inaccurate job description by the employee.
 - a. The employee shall meet with her or his immediate supervisor to discuss the matter. The employee may choose to be represented by the Guild during such discussion.
 - b. If not resolved in the preceding step, the employee and a Guild representative shall meet and present the matter to the Labor Management Committee. Adjustment in compensation shall be considered an appropriate remedy.

3. No annual performance evaluation will be conducted unless a written job description pursuant to section 1 of this Article exists.
 - a. Evaluations will be conducted using evaluation forms developed by the Labor Management Committee .
 - b. Each unit member shall be informed in writing at the start of the evaluation year of the standards upon which she or he will be evaluated. The supervisor will meet with the employee at least two (2) times during the evaluation year to review work plans, measure progress towards goals set in annual evaluations, and identify resources or support needed to accomplish said goals.
 - c. Supervisor ratings below satisfactory in any standard will be accompanied by documentation.
 - d. Nothing in the evaluation process shall be used as a basis for discipline.

ARTICLE XX NO DISCRIMINATION

It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, race, creed, color, sexual orientation or preference, national origin, religious beliefs, disability, gender identity or expression, marital status, genetic information, personal appearance, familial status, family responsibilities, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, or place of residence. It is further agreed that there shall be no discrimination against an employee for his or her legal Guild activities. Sexual harassment will be considered discrimination under this article.

ARTICLE XXI RESPECT AND DIGNITY

1. The parties acknowledge the following fundamental understandings:
 - a) The Employer and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of ARAW, 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 ARAW 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 ARAW work plans and goals.
 - 3. Each employee's work assignments or directives shall be consistent with the intent of the preceding statements.

ARTICLE XXII MISCELLANEOUS

- 1. Bulletin Boards - The Employer agrees to provide bulletin boards for the use of the Guild.
- 2. Outside Activities - Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not conflict with the 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.
- 3. (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.

ARTICLE XXIII 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 XXIV DURATION AND RENEWAL

This Agreement will take effect as of July 1, 2011 and remain in effect until June 30, 2014. 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 July 1, 2014. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before July 1, 2014, the new Agreement shall be made retroactive to July 1, 2014.

For ARAW

Date _____

For WBNG

Date _____

co-workers to help them succeed. ARAW's staff and management agree that constructive feedback (written or oral) precedes any level of official discipline.

Based on the considerations and principles noted above, and consistent with Article V of the CBA, the following policies and processes will apply to discipline and discharge of ARAW bargaining unit employees:

Level 1: An oral warning from the employee's department head or management-level supervisor means that an employee's conduct or performance is unsatisfactory. ARAW may make a written record of the oral warning but it shall not be placed in the employee's personnel file. It may be used to support more serious disciplinary actions should they be necessary. Oral warnings will be disregarded for disciplinary purposes after 18 months. The affected employee must be made aware of the oral warning. This communication does not qualify as a "written warning" and does not require Guild notification.

Level 2: A written warning from the employee's department head or management-level, concerning the employee's conduct or performance, may be given to provide notice that future unsatisfactory conduct or performance will lead to further disciplinary action. All level 2 written warnings will be placed in the employee's personnel file but will be removed from the file and disregarded for disciplinary purposes 18 months after issuance. A copy will be given to the employee and the Guild.

Level 3: Suspension from duty without pay may be imposed for unsatisfactory conduct or performance following a prior Level 2 written warning, or for a single or first incident of a serious nature regardless of prior record. Written notice of any Level 3 discipline or discharge will be maintained in the employee's personnel file but shall be removed from the file and disregarded for disciplinary purposes 18 months after issuance. A copy will be given to the employee and the Guild.

Level 4: Termination may occur for continued unsatisfactory performance following a prior Level 3 action or warning, multiple documented deficiencies in conduct or performance including at least one Level 2 warning, or for a single incident of gross misconduct taking into consideration all the relevant circumstances. Written notice of any Level 4 discipline or discharge will be maintained in the employee's personnel file and shall be part of the employee's record. A copy will be given to the employee and the Guild.

APPENDIX C DUES AUTHORIZATION

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

To: American Rights At Work Executive Director

I hereby assign to the Washington-Baltimore Newspaper Guild an amount each month in accordance with a schedule to be submitted by the Guild and I hereby authorize the ARAW to deduct such amounts from my salary and to remit same to the Washington-Baltimore Newspaper Guild not later than the tenth day of the following month.

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

PRINT
NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SOCIAL SECURITY NUMBER: _____

DATE: _____

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