

## **PREAMBLE**

WHEREAS, the Washington-Baltimore Newspaper Guild Local 32035 TNG-CWA (hereinafter referred to as the "Union") hereby certifies to CASA de Maryland that a majority of the employees in the bargaining unit hereinafter defined are members of the Union and have designated the Union as their representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment; and

WHEREAS, CASA de Maryland is willing to recognize the Union as the exclusive bargaining representative of the employees in the said bargaining unit and to enter into a collective bargaining agreement with the Union as the representative of said employees; and

WHEREAS, CASA de Maryland and the Union have engaged in joint collective bargaining which has resulted in this Agreement resolving all issues in dispute;

NOW, THEREFORE, in consideration of the covenants and the terms and conditions herein contained, the parties hereto mutually agree as follows:

## **ARTICLE 1 RECOGNITION**

**SECTION 1.** CASA de Maryland hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

**SECTION 2.** The bargaining unit shall consist of: All regular CASA de Maryland full-time and part-time employees who are eligible under the National Labor Relations Act (NLRA), but shall exclude managers, supervisors and confidential employees, as defined by the NLRA.

**SECTION 3.** Unless otherwise specified, the term "employees" as used in this Agreement shall mean employees in the TNG-CWA bargaining unit.

**SECTION 4.** Interns who are not paid by CASA, or who receive only a stipend from CASA, shall not be included in the bargaining unit, provided that the internship lasts no longer than nine (9) months and is for educational or training purposes.

**SECTION 5.** For purposes of this Article, "part-time" employees are those who regularly are scheduled to work twenty (20) hours or more per week, and the term "employees" does not include fellows who receive a stipend rather than wages. At any given time, CASA of Maryland may have no more than seven (7) fellows that receive a stipend rather than wages. Benefits for part-time employees shall be prorated.

**SECTION 6.** In the event that CASA de Maryland opens additional offices, worksites, or facilities in the State of Maryland or elsewhere, any employee(s), defined in sections 2, 3, 4 and 5 of this Article, at these locations shall be covered by this Agreement provided that the

employee is on CASA de Maryland's payroll.

## **ARTICLE 2 COLLECTIVE BARGAINING**

**SECTION 1.** CASA de Maryland and the Union agree to keep each other informed, in writing, regarding the names of their authorized representatives on their respective Collective Bargaining Committees.

**SECTION 2.** If agreements are reached modifying the provisions of this Agreement or covering conditions not contained in this Agreement, they shall be reduced to writing in the form of an addition or amendment to this Agreement and signed by the authorized representatives for both the Union and CASA de Maryland .

**SECTION 3.** Meeting for negotiations, as provided in the preceding section, shall be held upon request of either party at a time and place agreeable to both parties. Local Representatives on the Union's Collective Bargaining Committee who are employees of CASA de Maryland shall be excused for time spent at the bargaining table and in caucus during bargaining sessions. CASA of Maryland shall pay these employees one-half of their pay for this bargaining time, and CWA shall pay for the other half. Pay for attendance at such meetings shall not exceed the employee's normal work week at the employee's basic weekly wage.

**SECTION 4.** The Local Union will notify CASA de Maryland in writing of any changes in its roster of Officers, Representatives and Shop Stewards, including any alternates, as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

**SECTION 5.** CASA de Maryland will provide the Union with notice of any changes in its managers or in lines of supervision as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

**SECTION 6.** It is the intention of the parties, with respect to the collective bargaining of future replacing agreements, to conduct their negotiations in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

## **ARTICLE 3 PAYROLL DEDUCTION OF UNION DUES AND OTHER FEES**

**SECTION 1.** CASA de Maryland shall deduct from the pay (including sick leave) of employees, all applicable Union initiation fees, regular membership dues, or "amounts equivalent thereto" upon receipt of properly executed authorizations signed by the employee for whom deductions are to be made, delivered to CASA de Maryland at least ten (10) days prior to the date the first deduction is to be made. CASA de Maryland will continue to honor effective dues deduction authorizations on file with CASA de Maryland as of the effective date of this Agreement, in accordance with their terms.

**SECTION 2.** The Secretary-Treasurer of the Union shall specify the amount to be deducted in each pay period by CASA de Maryland. CASA de Maryland shall forward monthly such deductions to the Secretary-Treasurer of the Union.

#### **ARTICLE 4 AGENCY SHOP**

**SECTION 1.** Each employee of CASA de Maryland, including members of the Union, and any other members of the bargaining unit, is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement to the extent consistent with federal and state law.

**SECTION 2.** All employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30<sup>th</sup>) day after such entrance, whichever of these dates is later, until the termination of this Agreement.

**SECTION 3.** For the purpose of this Article, “employee” shall mean any person entering into the bargaining unit.

**SECTION 4.** The Union hereby agrees to indemnify CASA de Maryland and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of CASA’s implementation of this Article.

**SECTION 5.** The provisions of this Article shall be implemented and administered consistent with federal and state law.

#### **ARTICLE 5 UNION BULLETIN BOARDS**

**SECTION 1. Arrangements for Bulletin Boards.** CASA de Maryland shall install and maintain at least four (4) bulletin boards upon CASA de Maryland’s property for use by the Union at such locations and of such size and type as may, from time to time, be mutually agreed upon by the parties. The cost of providing, installing, maintaining and relocating such boards will be paid by the Union. The bulletin boards shall be designated and labeled as Union bulletin boards.

**SECTION 2.** The term “Union” as used in this Article shall be construed to include any Local of the Newspaper Guild-C.W.A. which admits employees of CASA de Maryland to its membership.

#### **ARTICLE 6 INFORMATION FURNISHED UNION**

**SECTION 1.** CASA de Maryland will furnish the Union annually the following information in connection with employees represented by the Union:

- a. name
- b. payroll number
- c. hire date
- d. classification (for example, full-time, part-time, fellow)
- e. basic weekly wages
- f. work location
- g. date of birth
- h. ethnic group when known
- i. gender
- j. home address

**SECTION 2.** CASA shall notify the Guild monthly in writing or electronically of:

- a. New employees, and apprentices – including all the information required in Section 1.
- b. Changes in job classification for bargaining unit employees, salary changes by reason thereof, and effective date.
- c. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.
- d. Names of interns placed at CASA, for more than three months, along with department, and educational or training purpose

**SECTION 3.** CASA de Maryland will furnish the Union, as soon as practicable after the first of each month, information mutually agreed on for those with effective Authorization for Payroll Deduction of Union Dues cards on file.

#### **ARTICLE 7**

##### **UNION AND EMPLOYEE ACCESS TO EMPLOYEE PERSONNEL FILES**

**SECTION 1.** The Union and CASA de Maryland reaffirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Union agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as bargaining representative to process grievances and administer the Agreement.

**SECTION 2.** When reasonably required in the judgment of a Union Representative, including both local and national representatives, to administer the Agreement or to process a grievance,

and upon presentation of a employee's signed access authorization, CASA de Maryland will make available for review and furnish copies to the Union Representative all, or designated, materials in an individual employee's personnel file. Absent an employee's authorization, the Union Representative shall be provided with personnel file materials relevant to administering the Agreement or to processing a grievance , subject to any limitations imposed by law.

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**SECTION 3.** An employee has the right of access to his/her official personnel file within five (5) working days after requesting such access. An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into his/her official personnel file. The employee has the right to have his/her written response to any material related to discipline or job performance in the official personnel file attached to the material.

## **ARTICLE 8 RESPONSIBLE UNION-CASA DE MARYLAND RELATIONSHIP**

**SECTION 1.** CASA de Maryland and the Union recognize that it is in the best interests of both parties, the employees, and the community, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, CASA de Maryland and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their commitment to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this commitment.

**SECTION 2.** A Joint Labor-Management Committee, comprised of two (2) Union- appointed members and two (2) management-appointed members, shall meet at least once per quarter to discuss, in a non-binding manner, issues of concern to either party. This Committee shall be established within sixty (60) days of the effective date of this Agreement.

**SECTION 3.** Subject to availability, CASA de Maryland shall provide space on its premises, upon request, for meetings of bargaining unit employees at mutually agreeable times. The employees shall be excused with pay for one (1) hour each month to attend meetings called by the Local Union. The Local Union shall provide CASA de Maryland with reasonable notice of upcoming meetings.

## **ARTICLE 9 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The parties agree that all employees will be free of unlawful harassment and discrimination. In a desire to restate their respective policies, neither CASA de Maryland nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, creed, religion, gender, sexual orientation, age, mental or physical disability, ancestry, marital status, national origin, or because of such employee's membership in, or activities on

behalf of, the Union.

**SECTION 2.** The use of the masculine or feminine gender in this Agreement shall be construed as including both genders, and not as a sex limitation.

**ARTICLE 10  
FEDERAL OR STATE LAWS**

**SECTION 1.** Should any Federal or State law or the final determination of any court of competent jurisdiction or any proclamation or order having the force of law at any time affect any provision of this Agreement, such provision shall be construed as having been changed to the extent necessary to conform to such law, determination, proclamation or order. In the event that such law, determination, proclamation or order shall be repealed or held unconstitutional, the provision of this contract affected thereby shall be read according to its original tenor.

**ARTICLE 11  
UNION REPRESENTATION**

**SECTION 1.** Before any meeting between a representative of CASA de Maryland and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, Casa will inform a Guild representative at the same time the employee receives notice. The employee shall have the right to have a Union representative present unless the employee requests otherwise.

**SECTION 2.** At any meeting between a representative of CASA de Maryland and an employee, which the employee reasonably believes may lead to the imposition of discipline, the employee shall have the right to have a Union representative present unless the employee requests otherwise. Unless the employee is subject to a performance improvement or “warning” period as part of progressive discipline, this section does not apply to supervisory meetings in which performance is discussed.

**ARTICLE 12  
GRIEVANCES AND GRIEVANCE MEETING PROCEDURE**

**SECTION 1.** A grievance shall be defined as any controversy or dispute between the parties to this Agreement relating to any matter of wages, hours, or working conditions, or any dispute regarding the interpretation or application of any provisions of this Agreement, provided however, that the only grievances that can be submitted to arbitration are those specified in Section 5 of this Article.

**SECTION 2.** Any individual employee or group of employees shall have the right to present issues or concerns directly to CASA de Maryland, and to have such issues or concerns resolved without the intervention of the Union, as long as the resolution is not inconsistent with the terms of this Agreement. Any grievance may be filed only by the Union.

**SECTION 3.** The following provisions shall apply to the presentation and processing of all grievances by the Union.

(a) *How Grievances are Presented:* In presenting any grievance, the aggrieved employee(s) involved, if any, shall be identified, the action(s) complained of and dates thereof shall be specified, the contract provision(s) alleged to have been violated shall be stated, if any, and the remedy requested specified.

(b) *Discussion or Settlement of Grievances:* Once any Local or Union representative has communicated with a representative of CASA de Maryland regarding a grievance, CASA de Maryland will not discuss or attempt to settle the matter with the individual employee(s) involved.

(c) *Time Limit for Presenting Grievances:* No grievance need be considered by CASA de Maryland or the Union unless presented within thirty (30) calendar days after the action or occurrence complained of last occurred.

(d) *Grievance Terminated Unless Appealed:* At the conclusion of the first step in the grievance procedure, the grievance shall be considered as finally disposed of unless it is appealed to the second step within the time limits specified in Section 4 of this Article.

(e) *Limitations on Number of Persons Attending Grievance Meetings:* In addition to the aggrieved employee(s), the Union shall be entitled to have a number of representatives present that equals the number of CASA de Maryland representatives present. The grievant is not included in this number. Both CASA de Maryland and the Union shall have at least two (2) representatives present. The grievant is not included in this number. CASA de Maryland employees who are Union representatives will be excused without loss of time or pay for regularly scheduled work time during the normal work week for attendance at such grievance meetings, with the scheduling of the meetings subject to the mutual agreement of the employees and their supervisors.

(f) *Method of Settling Grievances:* It is agreed that neither CASA de Maryland, its representatives, nor the Union, the Local, their representatives or members, will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance or arbitration procedures.

(g) *Grievances Involving Discharge of Employees.* For all grievances involving the discharge of an employee, it is agreed that the time limits specified in Sections 4(a), 4(b), and 5 of this Article shall be reduced by two (2) days.

(h) *Extension of Time Limits.* Any of the time limits specified in this Agreement may be extended by written mutual agreement.

**SECTION 4.** Grievance Meeting Procedure: It is the intent of both parties that grievances shall be handled as expeditiously as practicable and within the time limits spelled out in each step of the grievance procedure. It is understood that by mutual consent expressed in writing, the time limits specified at any given step, or the time limits for taking the grievance to the second step may be extended with respect to a specific grievance. Upon request and consistent with its NLRA obligations, CASA de Maryland will provide information relevant to the grievance.

(a) *First Step:* The grievance shall be presented initially by a designated union representative to the immediate supervisor of the aggrieved employee(s). The meeting at this step shall be held within fifteen (15) calendar days after the request to meet, and the immediate supervisor may designate a CASA de Maryland representative to attend the meeting with him/her. Within Seven (7) calendar days, beginning with the day of the meeting, CASA shall provide a written response to the grievance.

(b) *Second Step:* If the grievance is appealed to the Second Step, the union shall submit a written notice of appeal within seven (7) calendar days after the written response in Step 1 to the supervisor of the immediate supervisor. The appeal letter shall identify the aggrieved employee(s) involved, if any, set forth the act or occurrence complained of, the date(s) of said act(s) or occurrence(s), the contract provisions alleged to have been violated, if any, and the remedy requested. The union shall be represented at the meeting at this step by the Local union representative. The meeting shall be held within ten (10) calendar days after CASA de Maryland receives the written notice of appeal, and ten (10) calendar days from the date of the meeting at this step shall be allowed for settlement. CASA de Maryland shall transmit to the Representative of the Union a written statement of its Second Step decision within three (3) working days from the date of the decision.

**SECTION 5.** If the parties remain in disagreement at the conclusion of Second Step, as described in Section 4(b) of this Article, the Union, within fourteen (14) calendar days following the receipt of CASA de Maryland's written decision, may submit a grievance to arbitration upon written notice to CASA de Maryland stating the issue to be decided, provided the grievance involves:

- (a) The interpretation or application of any of the terms of this Agreement; or
- (b) The dismissal of an employee; or
- (c) The suspension of an employee; or
- (d) The disciplinary demotion of an employee.

### **ARTICLE 13 COMPENSATORY LEAVE**

**SECTION 1.** It is understood that exempt employees perform duties that often require lengthy and irregular hours. Exempt employees are not eligible for overtime. In recognition of their lengthy and irregular hours, permanent exempt employees except for Organizers 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. Organizers shall receive ten (10) days each calendar year to be taken under the same conditions.

These compensatory leave days shall be prorated for exempt employees who in a calendar year are actively employed less than a full year. Compensatory leave days shall not be carried over from year to year.

**SECTION 2.** Whenever an exempt employee is assigned by CASA de Maryland and the exempt employee does work extraordinarily long hours, the exempt employee shall be entitled to additional compensatory time off for such work over and above the hours referenced in Section 1.

**SECTION 3.** Employees who earn compensatory time off under Section 2 above normally shall be allowed to and must take the time off within thirty (30) days of its being earned. However, where an employee has consecutive assignments or long-term projects which, in the view of CASA de Maryland and the employee, prohibit the employee from utilizing his/her accumulated compensatory time within the specified limits, such limits shall be extended. Compensatory time off shall be taken with appropriate notice and advance approval of the employee's supervisor, whose approval shall not be unreasonably denied.

#### **ARTICLE 14 ALLOWANCES**

**SECTION 1.** Employees who drive on CASA de Maryland business shall be paid a mileage allowance in accordance with the current year IRS tables and CASA policies. Requests for mileage allowance must be submitted within sixty (60) days of the travel, subject to Section 3 of this Article.

**SECTION 2.** CASA de Maryland will reimburse all reasonable expenses for travel, lodging, and meals incurred by an employee who is required to travel in the performance of job duties, or to attend work-related meetings, events, and conferences. Employees will obtain prior authorization consistent with CASA de Maryland policy. In order to be reimbursed, employees must submit receipts and other records of their expenses within sixty (60) days of incurring the expense, subject to Section 3 of this Article.

**SECTION 3.** Supervisors shall provide each employee with thirty (30) days' notice of the end of a contract or grant that applies to an employee and the employees must submit all requests for mileage allowance and reimbursement under Sections 1 and 2 of this Article within thirty-five (35) days of the date of the notice.

**SECTION 4.** Employees who are traveling may request an advance equal to estimated expenses that will be incurred. Such requests will be processed within fourteen (14) days and generally will be granted. Receipts and other records must be submitted within thirty (30) days of incurring the expense. CASA de Maryland may choose to direct pay business expenses.

**SECTION 5.** Employees required by CASA to use cell phones and who are not provided with a cell phone, shall receive a \$55 monthly allowance.

**ARTICLE 15  
HOLIDAYS**

**SECTION 1.** CASA de Maryland shall observe the following days as paid holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Veterans Day  
Thanksgiving  
The day after Thanksgiving  
Christmas Day

**SECTION 2.** Except in cases of unforeseen circumstances that require a prompt response, CASA shall give four (4) weeks' notice to an employee required to work on a holiday. Should any non-exempt employee be required to work on a holiday the employee shall be paid double time for all hours worked that day. An exempt employee required to work on a holiday shall receive one (1) day of compensatory time off (above any other compensatory time off granted elsewhere in this contract).

**SECTION 3.** In the event the holiday falls within the vacation period of an employee, annual leave will not be charged for that day.

**ARTICLE 16  
ANNUAL LEAVE**

**SECTION 1.** Each full-time employee with less than two (2) years of service shall be entitled to 120 hours of paid annual leave per year. The employee shall accrue annual leave at the rate of 4.6 hours per pay period.

**SECTION 2.** Each full-time employee with more than two (2) years of service, but less than ten (10) years of service, shall be entitled to 160 hours of paid annual leave per year. The employee shall accrue annual leave at the rate of 6.15 hours for each pay period.

**SECTION 3.** Each full-time employee with ten (10) years of service or more shall be entitled to 200 hours of paid annual leave per year. The employee shall accrue annual leave at the rate of 7.69 hours for each pay period.

**SECTION 4.**

- (a) Scheduling of annual leave shall happen two (2) times per calendar year. The first selection period shall take place during the first two (2) weeks in April; the second selection period shall take place during the first two (2) weeks of October. During each scheduling period, employees shall indicate their preferences for annual leave dates for

the following six (6) months and CASA de Maryland shall approve or disapprove each request within five (5) business days after the selection period.

- (b) After each selection period in Section 4 (a) is complete, annual leave shall be granted on a first-come, first-serve basis. Employees will request annual leave as far in advance as possible, except in the event of emergency situations. CASA de Maryland shall approve or disapprove an annual leave request under Section 4 (b) within fourteen (14) calendar days of the request.
- (c) The scheduling of all annual leave under this Article is subject to the prior approval of the employee's supervisor, except in the event of emergency situations. In the event that annual leave cannot be granted for the same date(s) to multiple employees in the same program, annual leave shall be granted to the employee(s) with the most seniority.

**SECTION 5.** Annual leave shall not be used until the employee's first month of employment.

**SECTION 6.** Employees may carry over a maximum of up to eighty (80) hours of unused annual leave to the next calendar year, provided that the total accumulated carryover shall not exceed eighty (80) hours. Unused annual leave that is in excess of this maximum will be transferred to the employee's sick leave balance subject to the maximum provided in Article 16.1.

**SECTION 7.** Part-time employees receive paid annual leave on a pro-rated basis.

**SECTION 8.** For purposes of this Article, "pay period" shall mean every two weeks, or a minimum of twenty-six (26) times per year.

**SECTION 9.** Any unused annual leave shall be paid out to the employee upon separation.

## **ARTICLE 17**

### **PAYMENTS DURING SICKNESS ABSENCE & OTHER FORMS OF LEAVE**

**SECTION 1.** Sick Leave. All Employees are entitled to eighty (80) hours of paid sick leave annually. Sick leave accumulates at the rate of 3.07 hours per pay period. Employees may carry over maximum of ninety (90) days of unused sick leave to the next calendar year, provided that the total accumulated carryover shall not exceed ninety (90) days. An employee may use up to five (5) days of sick leave to care for his/her sick minor child or stepchild, adult child with disabilities for whom the employee is the legal guardian, parent, or parent-in-law.

**SECTION 2.** Employees who have accumulated more than eighty (80) hours of unused sick leave may donate any amount above the eighty (80) hours to a CASA de Maryland bargaining unit employee who is sick and has exhausted all of his/her sick and annual leave. Donated leave may be used only for the illness the recipient has at the time of the donation.

**SECTION 3.** CASA de Maryland may reasonably require a doctor's note of a medical inability to work, certifying that an employee cannot or could not work for medical reasons, or additional documentation which CASA de Maryland has a need to obtain for legitimate business reasons.

**SECTION 4.** Medical inability to work due to pregnancy or childbirth shall be treated the same way as any illness. Female employees who give birth via a Caesarean section may take an additional eighty (80) hours (two (2) weeks) of paid leave if that leave is medically necessary.

**SECTION 5.** Employees may take up to sixteen (16) hours annually of the paid leave provided in Section 1 of this Article as personal leave.

**SECTION 6.** Employees will not be compensated for unused sick leave upon separation from employment with CASA or at any other time.

**SECTION 7. Family Leave.** Employees will be paid for up to forty (40) hours of family leave annually due to a serious illness or death of:

- (a) the employee's spouse or domestic partner;
- (b) a parent, grandparent, child, grandchild, stepchild, sibling, aunt or uncle of the employee or the employee's spouse/domestic partner; or
- (c) a person living in the same residential unit as the employee as part of a family unit.

An employee may request leave for the serious illness or death of a family member or relative not specifically enumerated above.

**SECTION 8. Parental Leave.**

- a. Employees, regardless of gender, who have completed nine (9) months of employment at the time of the birth or adoption of a child, may take up to one hundred and 160 hours (four weeks) of paid leave in conjunction with the birth or adoption of the child. This leave must be taken within one (1) year of the birth or adoption.
- b. Employees may use up to a maximum of three (3) weeks of accrued but unused sick leave as parental leave. This does not include leave from the sick bank.
- c. If the employee takes all of the subsection (a) and subsection (b) leave consecutively and immediately following the birth or adoption, he or she must simply give notice to his or her supervisor. If the employee wishes to take some or all of either or both types of leave at any other time, the scheduling of the leave shall be subject to the mutual agreement of the employee and the supervisor.

**SECTION 9. Leave for Jury Duty.** When an employee is called for jury duty by the federal or local government, he or she will be excused with pay for up to four (4) weeks.

**SECTION 10.** Casa de Maryland will honor any leave entitlements employees may have under and in accordance with the terms of the federal Family and Medical Leave Act (FMLA). Any FMLA leave shall run concurrently with any paid leave taken.

**SECTION 11. Leave Without Pay.** Up to 240 hours (30 work days) of unpaid leave may be available to any employee for personal reasons, at the discretion of the Executive Director upon the recommendation of the employee's immediate supervisor. If leave without pay is granted, the employee will continue to receive full benefits during the leave.

## **ARTICLE 18 SENIORITY**

**SECTION 1.** Seniority shall be based upon length of continuous service at CASA de Maryland.

**SECTION 2.** An authorized leave shall not constitute a break in service. Employees shall continue to accrue seniority while on paid leave or while on unpaid leave of seventy-five (75) days or less or while receiving disability payments.

**SECTION 3.** Seniority shall be considered in all personnel decisions affecting employees in the bargaining unit.

**SECTION 4.** Bargaining unit members who voluntarily terminate their employment at CASA de Maryland and are re-employed with fifteen (15) months will bridge their seniority after twelve (12) months of continuous employment at CASA de Maryland. The fifteen (15) month period may be extended to twenty (20) months by mutual agreement where the employee is pursuing a degree.

## **ARTICLE 19 DISCIPLINE AND DISCHARGE**

**SECTION 1.** CASA de Maryland will not discharge, suspend, or take any other disciplinary action against any non-probationary bargaining unit member without just cause.

**SECTION 2.** Discipline of employees will be progressive, except in cases of serious misconduct.

**SECTION 3.** If an employee receives no discipline for a period of twelve (12) months, the employee's personnel file shall be cleared of the prior discipline.

## **ARTICLE 20 WORKING ENVIRONMENT**

**SECTION 1.** To promote the physical safety, protection and health of employees, CASA de Maryland shall be responsible for monitoring the health and safety conditions of the workplace, reviewing and approving proposed changes to the working environment, receiving notices of problems, and proposing steps necessary for maintaining a safe and healthful environment. CASA de Maryland shall ensure that that premises are in conformity with federal, state and local health safety laws and regulations. CASA shall contract to have each facility inspected by an exterminator for insects and rodents at least every thirty (30) days, and more frequently if an infestation is found. CASA shall notify the Guild in writing of the findings of each inspection, and the actions being taken to eliminate the problem. When a work environment issue is brought

to the attention of CASA de Maryland, the organization will acknowledge said issue to the Union within one (1) week. CASA de Maryland shall allow access to a Union representative for purposes of evaluating health and safety conditions in the workplace.

**SECTION 2.** CASA de Maryland and the Union shall each delegate two (2) representatives to participate on a Joint Committee on Working Conditions, which shall meet bimonthly. The joint committee shall evaluate the September 2004 report on CASA de Maryland space requirements, and shall make specific recommendations to CASA de Maryland and to the Union. These recommendations shall be made within six (6) months of ratification of this Agreement. The joint committee shall also address and seek solutions to other physical working conditions issues.

**SECTION 3. Climate, Air Quality and Indoor Plumbing .** CASA de Maryland shall provide a properly ventilated and properly heated/air-conditioned offices with adequate access to restrooms with hot and cold water.

**SECTION 4. Workspace.** Each employee shall be provided access to a desk, chair, lamp, and computer. Each computer workstation will offer appropriate equipment to ensure ergonomically sound operation, including, but not limited to, glare reduction screens, adjustable seating, ergonomic keyboards, and ergonomic mice.

**SECTION 5. Security and Lighting.** CASA de Maryland shall take all reasonable steps to install, or have the entity in control of the location install, adequate outdoor security lighting at entrances, parking areas and walkways between buildings.

**SECTION 6. Equipment Allowance.** CASA de Maryland shall provide uniform coats for employees in the following jobs (and any similar jobs that may be created during the term of this contract):

- (a) Employment Specialist (University Boulevard – Front Gate)
- (b) Employment Specialist (University Boulevard – Worker Liaison)
- (c) Employment Specialist (Shady Grove)
- (d) Employment Specialist (Baltimore)
- (e) Maintenance Specialist
- (f) Organizers (New Hampshire Avenue, Silver Spring, Baltimore, Shady Grove and Wheaton)

Employees shall be issued the coats by October 15 of each year and employees shall return the coats to CASA in good condition by April 15 of the following year.

## **ARTICLE 21 HOURS OF WORK**

**SECTION 1.** The normal workweek for full-time non-exempt employees generally is Monday through Friday, comprising forty (40) hours. For some employees, the workweek may include Saturdays. The normal work day for non-exempt employees consists of eight (8) hours scheduled, interrupted by one (1) hour paid for lunch.

**SECTION 2.** The core workweek for fulltime exempt employees generally is Monday through Friday. For some employees the core workweek may include Saturday or Sunday. An employee whose regular core workweek includes regular work days on Saturday or Sundays shall have his or her schedule adjusted so that the employee has two (2) consecutive days off except where not operationally possible, in which event two (2) non-consecutive days off shall be scheduled.

**SECTION 3.** An employee must be notified of a change in his or her regular schedule at least twenty-one (21) days in advance of the change. A change in regular schedule shall include changes in days off and a change in start times of two (2) or more hours for four work weeks or longer

**SECTION 4.** Within sixty (60) days of the signing of this contract, CASA shall establish a system for tracking all hours worked by all employees.

## **ARTICLE 22 ARBITRATION**

**SECTION 1.** If a written notice to arbitrate is provided under Article 12, section 5, the parties shall try to select an arbitrator by mutual agreement. If they are not able to do so within ten (10) calendar days of the written notification invoking arbitration, the party seeking arbitration shall mail to the American Arbitration Association (AAA), with a copy to the other party, the appropriate AAA form for requesting a panel of seven (7) arbitrators. The arbitrator will be selected in accordance with the procedures of the American Arbitration Association. Deadlines in this section may be extended by mutual agreement.

**SECTION 2.** Failure to submit a grievance to arbitration in a timely manner will be deemed a waiver and will bar further processing of the grievance.

**SECTION 3.** Where there are not disputes over the nature of the grievance, the parties will prepare a joint stipulation of the grievance issue. The arbitration hearing will be scheduled as soon as practicable. The arbitrator's decision will be final and binding on both parties. The cost of the arbitration will be borne equally by both parties.

**SECTION 4.** The arbitrator shall have authority to interpret and apply the terms of this Agreement but shall have no authority to add to, subtract from, or modify any of the terms of this Agreement. In cases involving discipline or discharge, the arbitrator shall determine whether there was just cause for discipline and, if he/she determines that discipline was justified, he/she may modify the penalty imposed, as he/she deems appropriate.

## **ARTICLE 23 SUCCESSORSHIP**

**SECTION 1.** This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, or otherwise, of either party.

**ARTICLE 24  
CHILD CARE**

**SECTION 1.** If any employee is required to work beyond his or her normal workday with less than 72 hours notice, or if a non-exempt employee is required to work on a normally scheduled day off with less than seven (7) days notice, CASA de Maryland shall reimburse the employee up to \$15 per hour in child care expenses with written certification on a form provided by CASA de Maryland. This provision shall not apply where CASA is providing child care for community members.

**ARTICLE 25  
LAYOFFS & RECALL**

**SECTION 1.** CASA de Maryland agrees to provide written notification and a comprehensive financial briefing to the Union when a reduction in force, or operational or programmatic layoffs, affecting members of the bargaining unit are planned. This notification and briefing shall be given at least thirty (30) days prior to the notice given to affected employees under Section 4 of this Article. Upon request CASA de Maryland shall meet with the Guild to discuss any proposed alternatives to the layoffs. CASA of Maryland shall discuss with representatives of the Union negotiations with funding sources that are likely to result in a reduction in force affecting members of the bargaining unit. The parties agree that all communications with funding sources shall be coordinated through CASA of Maryland.

**SECTION 2.** In the event of a layoff, unless the layoff involves the elimination of a particular job, CASA de Maryland shall make layoffs in the program involved, in inverse seniority order of the employees in the program, provided that the remaining more senior employees have the qualifications required to perform the work.

**SECTION 3.** CASA de Maryland shall provide the Union with the following information in the event of a planned layoff:

- (a) the program in which the reduction(s) will occur;
- (b) the names of those employees who CASA de Maryland intends to lay off; and
- (c) any vacant positions for which employees identified for layoff could fill.

**SECTION 4.** Except in emergency circumstances, CASA de Maryland shall provide no less than five (5) weeks' notice to affected employees, and shall inform the Union when notice is given. CASA de Maryland may provide an affected employee with pay in lieu of notice for some or all of the notice period. At the Employee option, an employee on layoff notice shall be placed in any vacancy that may arise for which he or she meets the required qualifications.

**SECTION 5. Recall.** Each laid-off employee shall be maintained on a Recall List for twenty-four (24) months. This provision shall apply to any employee laid off within eighteen (18) months of the date of this contract. During that period, the employee shall keep CASA Maryland advised of his/her current address.

- (a) CASA de Maryland shall notify the employee by mail of all bargaining unit vacancies.
- (b) Employees may request recall to a vacancy and the most senior qualified employee shall be recalled subject to the provision of Article 26 Section 3 (d)
- (c) Employees shall be recalled at the same pay as their previous position or at the minimum of the new position, whichever is higher, except, if an employee is recalled to a lower grade, his/her salary shall not exceed the maximum of that pay grade.

**SECTION 6.** Time spent on a recall list by a laid off employee shall not constitute a break in service for purposes of seniority. An employee shall not accrue seniority, leave or other benefits while on the recall list.

#### SECTION 7. Severance

A laid off employee who has worked at CASA de Maryland up to three years shall receive two (2) weeks severance, and if the employee exercises their right under COBRA, CASA de Maryland shall pay 75% of the coverage for two (2) months.

A laid off employee who has worked at CASA de Maryland for three to six years, shall receive three (3) weeks severance, and if the employee exercises their right under COBRA CASA de Maryland shall pay 75% of the coverage for four (4) months.

A laid off employee who has worked at CASA de Maryland for more than six years, shall receive four (4) weeks severance, and if the employee exercises their right under COBRA CASA de Maryland shall pay 75% of the coverage for six (6) months.

The requirement to pay a portion of COBRA coverage shall end if a laid-off employee receives health insurance at another Employer.

**SECTION 8.** This Article does not apply to fellows or to employees who are hired for a grant or project of fixed duration, with no expectation of extension.

### **ARTICLE 26 POSITION CREATION, HIRING, AND VACANCIES**

**SECTION 1. Hiring.** When a bargaining unit vacancy is being filled, after any screening, CASA de Maryland will involve a bargaining unit employee in the selection process (interviewing, evaluating candidates' qualifications, and reviewing any materials formally submitted in support of the application). The Unit Chair will be notified at least four (4) days in advance of the interview and provided all application materials and supporting documents. That employee will be selected by the Union. The Union will not designate an employee who is on progressive discipline. The employee will make himself or herself available to participate in the process. All hiring decisions shall be made by CASA de Maryland.

**SECTION 2. Vacancies and Newly Created Positions.** CASA de Maryland shall provide the

Union with written notice when any bargaining unit position is to remain vacant, or is changed in terms of pay or hours. If the position is not posted within thirty (30) calendar days of the vacancy, CASA de Maryland will notify the Union of its intention on the performance of the duties formerly performed by the person or persons who last held the vacated position or positions.

**SECTION 3.** When CASA de Maryland seeks to fill a vacant or a newly created position, including part-time positions covered by this agreement, the following procedure shall apply:

- (a) Before any external applicants are considered, CASA de Maryland will notify all members of the bargaining unit (by email), and all laid off employees on the Recall List (by mail) and by posting of the title, qualifications, duties, and salary for the vacant position. CASA de Maryland employees who have completed their probationary period and who are not subject to a performance improvement or “warning” period as part of progressive discipline, and employees on the Recall List shall have ten (10) calendar days from the date of the email/ mailing and posting to apply for the vacant position and to submit any application materials. No outside applicants will be considered during this time. CASA de Maryland may advertise the vacant position externally during the posting period but shall not review any external applications until internal applicants have been interviewed pursuant to section 3 (b) of this Article.
- (b) After the deadline for internal applications has passed, CASA de Maryland will interview all internal applicants except those who clearly do not possess the necessary qualifications.
- (c) Once a vacant position has been posted and emailed/mailed internally, and after internal applicants have been interviewed pursuant to section 3(b) of this Article, CASA de Maryland may consider outside applicants. When CASA advertises externally prior to the completion of the internal process, resumes, letters, applications or any form of inquiry will be directed solely to the Human Resources Manager and shall not be shared with the hiring manager(s) or anyone else until the internal process is concluded.
- (d) CASA de Maryland will give preference to internal applicants, and then to those on the recall list. However, where there is an outside applicant with exceptionally high qualifications, CASA de Maryland may hire that applicant rather than an internal applicant. CASA of Maryland will not hold open the search for external candidates for an unreasonable length of time.
- (e) As among internal applicants, where qualifications are substantially equal, CASA de Maryland will select the most senior applicant. If two or more employees on the recall list are substantially equally qualified for the position, the more senior employee shall be placed in the position.
- (f) CASA de Maryland will notify unsuccessful internal applicants promptly once an applicant is awarded the position.

- (g) Upon request, CASA de Maryland will meet with an unsuccessful internal applicant to discuss the reasons he or she did not get the position.

#### **SECTION 4.**

- (a) When CASA de Maryland seeks to fill a vacant or newly created temporary position or non-bargaining unit part-time or temporary position that it believes will last 30 days or less, it shall notify all laid off employees on the recall list with the information about the position by email and/or phone prior to offering the position to an external candidate. CASA de Maryland will email and/or phone the more senior employee first.
- (b) For positions which CASA de Maryland has at least thirty (30) days notice before the start date of the position, and believes the position will last thirty (30) days or longer, CASA de Maryland shall fill the position with any employee on the recall list who applies for the job and meets the required qualifications. If more than one qualified employee on the recall list applies, the more senior employee shall be placed in the position. If no employee on the recall list applies within *five (5)* days of the notification, which will be given by email and/or phone, CASA may hire externally for the position. CASA de Maryland may advertise the vacant position externally during the five (5) day period but shall not review any external applications until recall applicants have been interviewed.
- (c) Recall list employees hired under this Section shall retain all recall rights while in the temporary position or non-bargaining unit position and after the job ends, but the recall period shall not be extended for the length of time in the temporary or part-time position. Other than those recall rights, the employees shall not be eligible for severance or any other benefit under this Agreement when the temporary position or part-time position is terminated.

**SECTION 5. Orientation.** Each new employee will receive orientation and job-specific training of up to one half (1/2) day, with the orientation provided within the first week of employment and the training within the first two (2) weeks of employment, unless the parties agree otherwise. One (1) hour will be allotted for the new employee to meet with a Guild Representative.

**SECTION 6. Union Contract.** CASA de Maryland shall provide a copy of the current union contract and any other policies to all new employees during their first week of employment with CASA de Maryland. CASA de Maryland and the Union will share equally the cost of translating the contract into Spanish and any other language mutually agreed upon.

### **ARTICLE 27 PROFESSIONAL DEVELOPMENT**

**SECTION 1.** An employee who is pursuing a course of study related to work performed by CASA de Maryland may be reimbursed for the costs of tuition, fees, and textbooks incidental to such course of study up to a maximum of one-thousand dollars (\$1000) per fiscal year. 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 and must have completed one (1) year of service prior to enrollment.
- (b) The course of study must be offered by an accredited educational institution or a recognized training entity.
- (c) The course of study must be on the employee's own time, unless specifically approved by the Executive Director.
- (d) The employee must provide evidence of satisfactory completion of the course(s) with his/her application for reimbursement (a course grade of "C" or higher where the course is graded).

**SECTION 2.** Prior to any payment under Section 1 of this Article, an employee must sign an agreement stating that he or she will remain in CASA's employ for a minimum of six (6) months. If an employee voluntarily leaves CASA employment prior to six (6) months, he/she shall repay a prorated amount of the money, i.e., an employee leaving after three (3) months would repay half the amount. The agreement also will authorize CASA to deduct the repayment amount from any monies that CASA owes the employee in wages, accrued annual leave or other payments due at the time of resignation.

**SECTION 3.** The total amount payable to employees under Section 1 in each fiscal year shall be twenty thousand dollars (\$20,000).

## **ARTICLE 28 HEALTH INSURANCE**

**SECTION 1.** CASA de Maryland agrees to continue with the existing level of benefits CASA de Maryland shall pay 100% of the premiums of the health coverage for employees. Effective September 1, 2011, all employees shall be provided with insurance under the BlueChoice HMO Option 11 with the Rx alternative. CASA de Maryland shall pay 100% of the premiums of the health coverage for employees. An employee has the option of extending group coverage to the employee's dependents, with CASA to pay fifty-five percent ( 55%) of the additional cost for couples and family coverage and 65% for children coverage. The employee would pay forty-five percent (45%) of the additional cost for couples and family coverage and 35% for children coverage.

## **ARTICLE 29 DENTAL INSURANCE**

**SECTION 1.** CASA de Maryland agrees to continue with the existing plan and level of benefits. CASA de Maryland shall pay 100% of the premiums of the dental plan for employees. An employee has the option of extending group coverage to the employee's dependents, with the

additional cost to be paid by the employee. Effective September 1, 2011, if an employee opts to extend group coverage to his or her dependents, CASA shall pay fifty-five percent ( 55%) of the additional cost for couples and family coverage and sixty-five percent (65%) for children coverage. The employee shall pay the balance.

**ARTICLE 30  
VISION COVERAGE**

**SECTION 1.** CASA de Maryland agrees to continue with the existing level of benefits. CASA de Maryland shall pay 100% of the premiums of the health coverage for employees. Effective September 1, 2011 all employees shall be provided with insurance under the BlueChoice HMO Option 11 with Rx alternative. CASA de Maryland shall pay 100% of the premiums of the vision coverage for employees. An employee has the option of extending group coverage to the employee's dependents, with CASA to pay fifty-five percent ( 55%) of the additional cost for couples and family coverage and sixty-five percent (65%) for children coverage. The employee would pay the balance.

**ARTICLE 31  
RETIREMENT & SAVINGS PLAN**

**SECTION 1.** Prior to the ratification of this Agreement, CASA of Maryland had installed and was maintaining a 403(b) retirement and savings plan ("CASA Retirement & Employees Savings Plan"). CASA of Maryland agrees to continue with the existing plan.

**ARTICLE 32  
GROUP LIFE INSURANCE**

**SECTION 1.** Prior to the ratification of this Agreement, CASA de Maryland had installed and was maintaining group life insurance. CASA de Maryland agrees to continue with the existing plan and level of benefits. CASA de Maryland shall pay 100% of the premiums of the group life insurance plan for employees.

**ARTICLE 33  
SHORT TERM DISABILITY INSURANCE**

**SECTION 1.** Prior to the ratification of this Agreement, CASA de Maryland had installed and was maintaining short term disability insurance. CASA de Maryland agrees to continue with the existing plan and level of benefits. CASA de Maryland shall pay 100% of the premiums of the short term disability insurance.

**ARTICLE 34  
JOB DESCRIPTIONS**

**SECTION 1.** CASA de Maryland and the Union will agree on the format to be used for job descriptions.

**SECTION 2.** CASA de Maryland will modify existing job descriptions as necessary to adhere to the format agreed to under Section 1.

**SECTION 3.** CASA de Maryland will consult with the Union before making any changes to any bargaining unit employee's job description, with the exception of the name and title of the supervisor. Notice of any proposed changes to job descriptions shall be provided to the Guild at least thirty (30) days before the proposed change is to take effect, with the new and old job description included. CASA will not require any Guild employee to perform substantial portions of two previously distinct jobs, as defined by the job descriptions, on a permanent basis. CASA de Maryland recognizes that substantial additional duties imposed on employees may impact an employee's ability to perform their on-going duties.

## **ARTICLE 35 WAGES**

**SECTION 1.** For purposes of wages, each job classification shall be placed in a "Job Category" as follows:

### Non-Exempt Category 1

Maintenance Specialist  
Receptionist  
Receptionist/HR Coordinator  
ID Specialist  
Intake Specialist

### Non-Exempt Category 2

Employment Specialist  
Health Information Specialist  
Social Services Specialist  
Social Services Specialist/Volunteer Coordinator  
Legal Office Manager  
Development Assistant  
Quality Control Coordinator  
Peer Network Specialist  
Paralegal  
Workforce Development Specialist  
Member Services Paralegal  
Community Liaison

### Non-Exempt Category 3

Senior Social Services Specialist  
Senior Member Services Coordinator

### Exempt Category 1

Health Outreach Coordinator

Health Access Coordinator  
 Financial Literacy Specialist  
 Curriculum Development Specialist  
 Education Coordinator  
 NDLO Coordinator  
 Individual Giving Coordinator  
 Communication Specialist – Social Media & Web  
 Member Services Coordinator

Exempt Category 2

ESOL Program Coordinator  
 Vocational Education Training Coordinator  
 Economic Development Coordinator  
 Pine Ridge Coordinator  
 Organizer  
 Development Associate  
 Grant Writer  
 IT Specialist  
 Communications Specialist  
 Complex Campaign Organizer  
 Election and Advocacy Specialist  
 MNAP Coordinator

Exempt Category 3

Senior Development Associate  
 Attorney

**SECTION 2.** The pay ranges for each of the job categories shall be:

	<u>Minimum</u>	<u>Maximum</u>
Non-Exempt Category 1	\$31,200	\$38,480
Non-Exempt Category 2	\$32,240	\$41,600
Non-Exempt Category 3	\$34,320	\$43,680
Exempt Category 1	\$34,500	\$43,680
Exempt Category 2	\$35,000	\$45,760
Exempt Category 3	\$43,680	\$52,000

Upon completion of twenty (20) years of service with CASA de Maryland, an employee shall receive a one-time bonus of fifteen hundred dollars (\$1,500), minus applicable taxes.

**SECTION 3.** Employees who are below the minimum of their grade shall be placed at the minimum and then receive the across-the-board increase provided in Section 4.

**SECTION 4.** Employees will receive a three percent (3%) increase to salary effective July 1, 2011 a two-point-two-five percent (2.25%) increase to salary effective July 1, 2012, and a two-point-five percent increase to salary effective July 1, 2013.

**SECTION 5.** Should CASA de Maryland hire a new employee into a current classification at a salary higher than the salary of incumbent employee(s), the salary for any incumbent employee(s) who is performing comparable job duties shall be raised immediately to the salary level of the new employee if the experience, skills and qualifications of the new employee and the incumbent(s) are relatively equal. This section shall not apply to fellows whose salary is set by a funder/grantor.

**SECTION 6.**

- (a) Non-exempt employees shall be paid time and one-half for all hours worked in excess of 40 hours in a week. To the extent allowed by law, at an employee's request, in lieu of overtime pay he or she may receive compensatory time, calculated at one and on-half hours for all hours worked in excess of 40 hours in a week. Such compensatory time must be used within the pay period in which it is earned.
- (b) CASA shall inform employees promptly, but no later the end of the next business day, if their time report is altered by a supervisor.

## **ARTICLE 36 MISCELLANEOUS**

**SECTION 1.** CASA de Maryland shall formally evaluate employees on an annual basis.

**SECTION 2.** Except in cases where time is of the essence, CASA de Maryland shall provide employees with four (4) weeks' notice of any full staff meetings where attendance is mandatory and when the meeting is scheduled to occur on a Saturday, Sunday or a holiday.

**SECTION 3.** In the event that a CASA de Maryland employee is involved in a motor vehicle accident while operating his or her personal vehicle while performing duties related to his/her employment with CASA de Maryland, CASA de Maryland shall reimburse the employee in an amount not to exceed six-hundred dollars ( \$600.00) for the costs of repair to the personal vehicle, which are not otherwise compensable from any other source. Reimbursement will not be made, however, where the employee receives a ticket or is otherwise at fault. In order to obtain reimbursement under this Section, the employee must provide CASA with a police report or an insurance report concerning the accident.

**SECTION 4.** CASA vehicles can be used only by authorized users. CASA de Maryland shall provide vehicle insurance coverage for all authorized users of vehicles owned by CASA de Maryland. Any CASA employee who uses his or her personal vehicle to transport clients or community members must have a valid driver's license and the car must be covered by at least

the minimum insurance required by law.

**SECTION 5.** CASA de Maryland employees who conduct outside (non-CASA de Maryland) business activities shall not utilize CASA de Maryland's resources or employees' contacts with the community to further that outside business.

**SECTION 6.** CASA de Maryland employees shall not accept gifts other than those of insignificant monetary value from community members, vendors, or others doing business or seeking to do business with CASA de Maryland. Under no circumstances may an employee accept money in any form or alcohol.

#### **ARTICLE 37 PROBATION; RESIGNATION**

**SECTION 1.** All employees shall serve a probationary period of three (3) months, which CASA de Maryland may extend for up to an additional two (2) months with the consent of the Guild. During that probationary period, CASA de Maryland shall have the unlimited right to discharge the employee. Probationary employees shall receive written evaluations of their progress within forty-five (45) days of their date of hire. Failure to provide the evaluation is not arbitrable. In the event the probationary period is extended, the employee shall be told in writing the specific areas he or she needs to improve.

**SECTION 2.** Employees shall give a minimum of two (2) weeks' notice of their intention to resign. In order to use accrued annual leave during the two (2) weeks prior to the effective date of resignation, an employee must obtain the prior approval of his/her immediate supervisor.

#### **ARTICLE 38 NO STRIKE – NO LOCKOUT**

**SECTION 1.** During the term of this Agreement, the union, its officers, agents and representatives, and employees shall not in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify or condone any strike, stoppage of work, boycott, slowdown picketing or any other attempt to restrict or interfere with the work of CASA de Maryland.

**SECTION 2.** During the term of this Agreement, CASA de Maryland shall not lock out employees.

#### **ARTICLE 39 APPRENTICES**

**SECTION 1.** CASA de Maryland may have at any one time up to a total of five (5) Apprentice Organizers, Apprentice Employment Specialists, ID Specialists, or other positions mutually agreed on. These positions are intended to give community members an opportunity to develop job skills necessary for regular employment at CASA de Maryland, when an opening exists and

the applicant pool does not yield a fully qualified candidate. An apprenticeship will be a one-year program. An apprentice shall not replace a Guild-covered employee, or be used to fill a position vacated by a Guild employee.

**SECTION 2.** During the apprenticeship, CASA de Maryland will assist the apprentice in developing the skills necessary to successfully complete the program.

**SECTION 3.** As of July 1, 2011 the starting salary for an apprentice will be \$ \$28,000. Effective July 1, 2012 the salary for an apprentice will be increased by 2.25%. Effective July 1, 2012 the salary for an apprentice will be increased by 2.5%. Upon successful completion of the one-year apprenticeship, the apprentice will become an Organizer, Employment Specialist, ID Specialist, or other position as provided for in Section 1, and his or her salary will be increased to the minimum salary for that position.

**SECTION 4.** CASA may release an apprentice at any time during the apprenticeship period, provided that an action plan for improvement had been presented to the apprentice at least six (6) weeks prior to the termination.

**SECTION 5.** If the apprentice graduates from the one (1) year apprenticeship program, that employee will not be required to serve the 3 month probation period specified in Article 37.

#### **ARTICLE 40 FELLOWS AND TEMPORARY EMPLOYEES**

**SECTION 1.** Where a funder/grantor specifies any of the terms or conditions of employment of a fellow, those terms and conditions shall apply, notwithstanding any provisions of this Agreement.

**SECTION 2.** CASA de Maryland has the right to hire temporary employees for periods of up to four (4) months within any twelve (12) month period calculated from the date of hire. That period may be extended by agreement between CASA de Maryland and the Union. Temporary employees shall not be in the bargaining unit.

#### **ARTICLE 41 MANAGEMENT RIGHTS**

**SECTION 1.** Subject to the provisions of this Agreement and consistent with applicable laws and regulations, CASA de Maryland shall have traditional management rights including but not limited to:

- a. To direct employees of CASA of Maryland in the performance of their duties;
- b. To hire, promote, transfer (except for permanent transfers to an office more than 30 miles from current office), assign, and retain employees, and to suspend, demote, discharge, or take any other disciplinary action against such employees;
- c. To maintain the efficiency of the organization; and

- d. To determine the methods, means, and personnel by which CASA of Maryland's operations are to be conducted.

**ARTICLE 42  
FLEXIBLE SPENDING ACCOUNT**

Effective January 1, 2009, CASA de Maryland shall establish a program pursuant to Section 125 of the Internal Revenue Code to allow employees the option of setting aside a portion of their pre-tax wages for unreimbursed health care expenses and for dependent care expenses, as permitted by IRS rules and regulations. The maximum amount permitted to be set aside for health care expenses shall be two-thousand-five-hundred dollars (\$2,500) per calendar year, and the maximum amount permitted to be set aside for dependent care shall be five-thousand dollars (\$5,000) per calendar year (2,500 if married and filing separately).

**ARTICLE 43  
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.

CASA DE MARYLAND, INC.

WASHINGTON-BALTIMORE  
NEWSPAPER GUILD (TNG-CWA 32035)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_