

**CONTRACT  
between**

**DEPARTMENT FOR PROFESSIONAL EMPLOYEES,**

**AFL-CIO**

**and**

**WASHINGTON-BALTIMORE NEWSPAPER GUILD**

**July 1, 2002, through June 30, 2005  
(extended through Dec. 31, 2006)**

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**2005 MEMORANDUM OF AGREEMENT**

Department for Professional Employees, AFL-CIO, (DPE) and the Washington-Baltimore Newspaper Guild, CWA Local 32035 (“the Guild”) have agreed to extend the **July 1, 2002 through June 30, 2005** collective bargaining agreement between DPE and the Guild through **December 31, 2006**, with the following modifications:

- Article VIII – Classification and Salary Schedule: Replace paragraph 1 with the following paragraph:

*The salaries effective July 1, 2005, for the classifications covered by this Agreement are set forth in Appendix A attached hereto and by this reference made a part of this Agreement. Employees are eligible for longevity increases, as a minimum, after seven, fourteen, and twenty-one years of continuous employment with the Employer. The annual salaries of each classification and each employee will be increased, retroactively to July 1, 2005, by \$1000 in base pay for employees in steps 1-7 and by \$1100 for employees in steps 14 and 21. Appendix A reflects the following increases to base salary: Steps 1 through 7 - one thousand dollars (\$1,000); and Steps 14 and 21 - one thousand one hundred dollars (\$1,100).*

- Article XI – Group Insurance and Retirement: Add the following phrase to paragraph (section) 3 before the sentence beginning with “No..”:

*The Employer may seek to provide equal health benefits from a provider other than ULLICO. However, ...*

- All improvements in benefits negotiated in the Agreement between the AFL-CIO and OPEIU in 2004 will be incorporated into the Guild-DPE Agreement.

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This agreement is made effective this first day of July 2002, between the Department for Professional Employees, AFL-CIO, (hereinafter referred to as "Employer"), and the Washington– Baltimore Newspaper Guild (hereinafter referred to as "Guild") chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and on behalf of all the employees described in Article I.

**ARTICLE I - COVERAGE**

1. This agreement covers all employees of the Employer, except for the President, Executive Director and Administrative Assistant.

**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 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 and the by-laws of the Washington-Baltimore Newspaper Guild.

3. The Employer shall, in compliance with all applicable law, deduct monthly 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 shall consult with the Guild before hiring temporary or part-time employees for a period of up to six (6) months, with extensions beyond that date subject to agreement with the Guild. It is further agreed that upon these jobs becoming permanent, negotiations will begin immediately with the Guild to cover these jobs under the contract. Such part-time or temporary employees shall not be used where, in effect, they would displace a regular full-time employee.

5. The Employer agrees to hire employees, and the Guild agrees to admit them to membership, without regard to age, sex, race, creed, color, sexual orientation or preference, or national origin.

6. 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 a list of the employees in the unit if any are added to and deleted from the payroll and any changes, if any, in the job classifications or salaries.

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

- 8. (a) An employee covered by this Agreement who has become, or who becomes, a confidential employee shall have the right to return to the bargaining unit, without loss of seniority, except that he or she shall not earn seniority while out of the bargaining unit.

(b) In such event, the employee will be surplus until a vacant position becomes available for bid. If the employee qualifies and is accepted for the position, his/her wage rate shall be maintained for a period of two (2) years or until the wage rate of the new position reaches that of the employee's current salary, whichever comes first. However, at no time shall the employee be paid at a grade level less than his/her grade at the time of leaving the Unit, including any negotiated across-the-board increases and longevity increases.

### **ARTICLE III - SECURITY**

1. Whenever seniority is referred to in this Agreement, it shall include all continuous service with the Employer.
  
2. 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 of hire, provided that on or before the two (2) month anniversary date and on or before the four (4) month anniversary date, the progress of the new employee will be evaluated and the Guild will be notified in writing if any problem or problems appear to be developing. After one (1) month on the payroll, if an employee is discharged during the probationary period, he or she shall be given at least one (1) week's notice, or one (1) week's pay in lieu of notice. The probationary period shall end on the last working day before the six (6) month anniversary of the employee. An employee's probationary period may be extended by agreement of the Employer and the Guild.
  
3. Employees with more than six (6) months of service shall not be subject to discharge except for just and sufficient cause. The Employer will follow a policy of progressive discipline.
  
4. Employees with more than six (6) months of service shall be given two (2) week's notice, or two (2) week's pay in lieu of notice, of any discharge.
  
5. The Guild shall be notified in writing, simultaneously with the employee, of any discharge.

### **ARTICLE IV - FILLING OF VACANCIES**

1. The Guild shall be notified of all openings covered by this agreement. The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion and, accordingly, will first give consideration to employees within the unit and their level of seniority in the filling of vacancies. Postings for vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills). The parties recognize that some positions may require special skills or qualifications. Those skills and qualifications shall be directly linked to the successful performance of the job in accordance with the job evaluation system.

2. When a vacancy occurs, the Employer shall post the opening for ten (10) working days, prior to advertising to non-employees, at the grade level of the prior occupant of the vacated position in order to provide employees within the unit, who are qualified to assume the duties of the prior occupant of the position, the opportunity to bid on the vacancy. An employee who is qualified and whose bid is accepted by the Employer shall, upon entry into the position, be paid no less than the starting salary of the grade held by the prior occupant of the position. Employees who are promoted from one grade to a higher grade will be given sufficient credit to place them in their new grade, one step higher than their current rate, after which they will serve the required time within each step.

3. In the case of a newly-created position, the vacancy shall likewise be posted for ten (10) working days, at the grade level at which the Employer intends to fill the position, in order to provide qualified employees within the unit the opportunity to bid on the vacancy at that grade level. An employee who is qualified for the position at that grade level and whose bid is accepted by the Employer shall, upon entry into the position, be paid no less than the starting salary of the grade. Employees who are promoted from one grade to a higher grade will be given sufficient credit to place them in their new grade, one step higher than their current rate, after which they will serve the required time within each step.

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

5. In the event a vacancy is not filled from within the unit, the Employer may hire a new employee at no more than two (2) grade levels below the posted grade level of the position. Any employee hired at a grade level below the posted grade level shall receive an automatic advancement after one (1) year to the posted grade level unless the Guild and the Employer agree that accelerated advancement is appropriate.

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

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

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

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

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

(e) If an employee returns to the position from which promoted or transferred, under Subsections (c) or (d) above, the employee shall receive the salary that he or she would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee's previous position. If placed in a comparable position, under Subsection (d) above, the employee shall suffer no reduction in pay and will receive future increases as if retained in his or her previous position.

## **ARTICLE V - LAYOFF**

1. In the event of a layoff affecting employees within the bargaining unit, the Employer shall begin the process by notifying the Guild and the affected employee(s) at least three (3) weeks in advance.

During this three (3) week period, those persons once identified will be given the opportunity to replace the persons with the least seniority within the Guild's entire jurisdiction, provided those employees targeted for layoff have the ability and qualifications required to perform the work.

2. The Employer after such consultation shall provide an additional eight (8) weeks notice to the affected employee(s) or by mutual agreement between the affected employee and the Employer eight (8) weeks pay in lieu of notice may be given.

3. The Employer shall provide the laid-off employee(s) severance pay and benefits as follows: two (2) weeks' pay per year or major fraction thereof with a maximum of forty (40) weeks' pay, provided, however, that any laid off employee shall receive an amount of severance no less than an employee with four (4) years of service would receive. Such employees will be covered for full health and welfare benefits for a period of six (6) months from the date of layoff. If employment is not gained in the first six (6) months, this period of coverage will be extended for an additional three (3) months.

4. Each employee laid off to reduce the force shall be placed upon a recall list for two (2) years. Said laid-off employees shall be notified by the Employer of openings covered by this Agreement and shall be able to apply for vacant positions in accordance with Article IV. Time spent on a recall list by a laid-off employee shall not constitute a break in continuity of service and seniority. (No pension credits will be earned during a laid-off period.)

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

- 6. The Employer will assist each laid-off employee in placement for a comparable position with the AFL-CIO or an affiliate. If such placement is made, the severance pay referred to in this Article shall be prorated according to the period of time the laid-off employee is unemployed.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

1. The Guild shall designate the Guild unit chairperson to take up with the Employer or its authorized agent any matter arising from the application or interpretation of this Agreement. Whenever practicable, the aggrieved employee shall present his/her grievance to the Guild unit chairperson who, in turn, shall present it to the immediate supervisor.

2. Any complaint filed within forty-five (45) days of the action giving rise to the complaint, or within forty-five (45) days of the complaining party first becoming aware of the action, or in the exercise of due diligence, should have become aware of the occurrence, shall be considered a grievance within the meaning of this Article.

3. The Employer agrees to meet with the Guild unit chairperson within five (5) days after request for such meeting to discuss any grievance except that the five (5) day period may be extended by mutual agreement. The Employer shall respond in writing within thirty (30) days of the initial meeting. Failure to do so shall affirm on behalf of the Guild without prejudice to the Employer. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek.

4. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this contract), including a question of whether or not a matter is arbitrable, not satisfactorily settled within thirty (30) days of its first consideration may be submitted to final and binding arbitration by either party within thirty (30) days. The parties shall mutually agree to name no more than three (3) professional

arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at anytime on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

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

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

## **ARTICLE VII - HOURS**

1. The present Employer practices concerning hours and compensatory time shall continue.

2. Whenever an Assistant to the President works on a weekend or holiday or whenever such an employee works extraordinarily late, after a full day of work, either out of town or at the office, the employee will be able to take time off if the employee needs or wants compensatory time off. Compensatory time off will be granted, as work permits, with approval of the President, whose approval shall not be unreasonably withheld.

(a) It is understood that professional work for the Employer frequently requires time worked beyond a normal work day. Time off for every hour is not expected. However, when extraordinary time is required of the employee, compensatory time off will be granted.

(b) Absent unusual circumstances, the employee shall discuss in advance with and obtain the approval of the President for the need to work the extra time that will lead to a request for compensatory time.

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

3. Whenever an Administrative Secretary or Secretary works in excess of six and one-half (6½) hours in a day or 32½ hours in a week, such employee shall be compensated at time and one-half the employee's regular straight-time hourly rate. Such an employee required to work on a sixth day, Sunday, or holiday shall be guaranteed a minimum of four (4) hours at the overtime rate. All work performed on a Sunday will be compensated at double the employee's straight-time hourly rate. Work performed on a holiday will be compensated at double the employee's regular straight-time hourly rate, in addition to the employee's holiday pay. In lieu of cash payment for such work, the employee may elect to take the equivalent in time off with pay.

(a) Notwithstanding the foregoing, a Secretary who works on a Saturday or Sunday during a conference or convention will receive compensatory time off for such work at straight time for up to 32.5 hours in that week and at the rate of time and one-half for time worked beyond 32.5 hours in that week.

- 4. (a) For assisting employees in the balancing between work and family commitments, the Employer and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements either on a regular or an ad hoc basis. Existing alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs.

(b) Flexible work schedules will continue to be agreed on to assure that the Department is adequately staffed during normal business hours. With the approval of the President, an employee with a flexible work schedule may adjust her or his starting time and concomitantly the quitting time provided that he or she is at work no fewer than four (4) hours between 9 a.m. and 5 p.m. Monday through Friday and, provided further, that he or she works the number of hours in the standard work week and fulfills the requirements of his or her job. The Employer and the Guild recognize that alternative work schedules may not be practicable in every situation. Flexible work schedules are subject to agreement between the affected employee and the President. Requests for flexible work schedules will be acted upon consistent with the Employer's operational needs. Differences under Section 5 may be referred solely to the Labor-Management Committee for resolution.

(c) The Employer will consider an employee's request to work a compressed work week of four (4) days or to work at home either on a regular or an ad hoc basis.

5. The Employer will consider the request of employees assigned work requiring similar skill or performing similar function to share a full-time job with no loss of benefits or protection under this Agreement.

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

## **ARTICLE VIII – CLASSIFICATION AND SALARY SCHEDULE**

1. The salaries effective July 1, 2002, for the classifications covered by this Agreement are set forth in Appendix A attached hereto and by this reference made a part of this Agreement. Employees are eligible for longevity increases, as a minimum, after seven, fourteen, and twenty-one years of continuous employment with the Employer. The salaries of each classification and each employee will be increased by two and one-quarter ( $2\frac{1}{4}$ ) percent July 1, 2002; by two and one-half ( $2\frac{1}{2}$ ) percent July 1, 2003; and by an additional two and three-quarters ( $2\frac{3}{4}$ ) percent July 1, 2004.

2. Employees who are promoted from one grade to a higher grade will be given sufficient credit to place them in their new grade, one step higher than their current rate, after which they will serve the required time within each step.

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

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

5. There shall be no reduction in wages during the life of this Agreement.

6. The payment of salaries shall be made bimonthly, except for employees who request salary to be paid monthly.

**ARTICLE IX - VACATIONS**

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

(1) employees accrue vacation at the rate of one (1) day per month of service during the first calendar year of their employment;

(2) after one (1) year, twelve (12) days;

(3) however, employees hired with five (5) or more years of labor-related employment or labor-related experience and who had two (2) or more weeks of vacation annually in the job the employee held immediately prior to DPE employment shall receive seventeen (17) days after completing one (1) year of continuous service until they complete eight (8) years of continuous service;

(4) after three (3) years, seventeen (17) days;

(5) after eight (8) years, twenty-two (22) days;

(6) after eighteen (18) years, twenty-seven (27) days;

(7) after twenty-five (25) years, thirty-two (32) days.

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

(c) Vacation days under this Article include the two (2) floating holidays in honor of George Meany under Article X (Holidays).

2. It is the policy of the Employer to have vacation used in the year in which it is earned. Employees with three (3) or more years of service will be permitted for good reason to bank one (1) week of vacation for each of eight (8) years. This vacation banking will require the approval of the Employer. Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. The Employer will permit banked vacation days to be withdrawn in increments of five (5) days and added to current vacation balance and used as normal vacation, i.e., taken off a day at a time (or in units of less than a full week).

3. An employee may carry over two (2) weeks of vacation until January 31 and one (1) of these two (2) weeks may be carried over until February 28 without approval of the Employer. In cases in which the employee is unable (because of work demands) to take his/her vacation in the year in which it is earned, the Employer will consider reasonable extensions of this period, up to a maximum of six (6) months, to allow the employee to use such vacation.

4. An employee may elect to be paid for accrued vacation time on taking leave of absence, pursuant to Article XIII, Sections 1, 2 (first sentence only), or 3, at the time of the granting of the leave of absence. If the employee is not paid for accrued vacation time and does not return to work, she or he (or his or her estate in case of death) will be paid up to eight (8) weeks of accrued vacation time on termination of employment (or death).

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

6. Employees terminating with six (6) months but less than five (5) years of service will receive their vacation pay on the basis of 1/12th of ten (10) days' pay for each month or fraction thereof that they work in the year in which they terminate. Employees terminating with five (5) years or more of service will receive their remaining vacation pay for the year in which they terminate.

7. When an employee agrees to cancel a previously scheduled and approved vacation period at the Employer's request, and the employee has placed an irredeemable deposit on vacation arrangements or purchased nonrefundable tickets, and has informed the Employer at the time that the employee is asked to cancel his or her vacation, the Employer will reimburse the employee in full for any monies lost due to the cancellation.

## **ARTICLE X - HOLIDAYS**

1. The Employer shall allow time off with pay for the following legal holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day and Christmas Day through New Year's Eve Day. Time off with pay shall also be allowed on Good Friday (or at the employee's option another day off of his/her choice), the day after Thanksgiving Day, Presidential Inauguration Day and two (2) floating holidays in honor of George Meany to be taken at any time each year. When and if the official observance of any of the aforementioned legal holidays falls on a Saturday, time off with pay shall be allowed on the preceding Friday. When and if the official observance of any of these holidays falls on a Sunday, time off with pay shall be allowed on the following Monday. In addition, whenever Christmas Day, New Year' Day or Independence Day falls on a Thursday, the Friday immediately following shall be observed as a paid holiday; and whenever Christmas Day, New Year' Day or Independence Day falls on a Tuesday, the immediately preceding Monday shall be observed as a paid holiday.

2. In addition to the holidays provided in section 1 of this Article, employees shall have paid days off for December 22, 2003 and December 23, 2003.

**ARTICLE XI - GROUP INSURANCE AND RETIREMENT**

- 1. (a) Employees, a person with whom the employee shares a committed relationship as defined by ULLICO, retirees and dependents shall be fully covered by the group medical, surgical, hospitalization plan negotiated with the Employer. Employees shall be fully covered by the life and accidental death insurance policies and the pension plan negotiated with the Employer.

(b) For permanent employees, a person with whom the employee shares a committed relationship as defined by ULLICO, retirees and dependents, the annual maximum dental benefit shall be increased to \$3,000, the maximum lifetime orthodontic benefit will be increased to \$3,500 per participant, and the vision reimbursement shall be increased to up to \$300 biennially. Effective January 1, 2001, the co-payment for brand name prescription drugs for which there is no generic equivalent will be \$12.50, the co-payment for brand name prescription drugs for which there is a generic equivalent will be \$17.50. The co-payment for generic drugs will continue to be \$1, and there will be no co-payment for generic drugs obtained through the mail. Effective January 1, 2001, the co-pay for retired participants for brand name drugs will be \$5, for generic drugs \$1, and no co-pay for generic drugs by mail.

(c) An active permanent employee on the payroll using a Health Maintenance Organization as the employee's group health insurance plan shall be provided triple life insurance.

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

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

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

- 5. (a) Effective January 1, 2001, the Employer shall provide an increase of five percent (5%) of the monthly pension for the retirees and beneficiaries who have been on the rolls for one (1) year or longer. Additionally, the negotiating parties shall recommend that the joint trustees of the AFL-CIO Staff Retirement Plan consider ways to further increase benefits for long-term retirees and beneficiaries who receive benefits based on many years of service.

(b) Effective July 1, 1998, the Employer shall pay the cost of health insurance for the surviving spouse beneficiaries who currently pay one-half ( 2) the cost of such insurance.

(c) Effective April 1, 1998, the percentage factor to calculate benefits for active participants shall be increased to three (3%) percent from 2.8 percent (2.8%) for the first twenty-five (25) years of credited service.

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

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

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

9. The Employer will participate in the AFL-CIO's 401(k) plan. The Employer will match 100 percent of the employee contributions up to one-half of one percent of the employee's annual salary, with a floor of \$500 effective April 1, 2002 (\$550 effective April 1, 2003) annually. A Guild representative will be on the 401(k) Board of Directors.

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

(a) The Employer agrees to provide adequate and suitable workstations and agrees to make reasonable adjustments to present workstations to prevent discomfort.

(b) These employees, once a year, shall be provided the opportunity for an eye examination. The cost of such eye examination, up to \$75, will be reimbursed by the Employer. The Employer will pay 50 percent up to \$75 annually for these employees for eyeglasses and frames or, at the employee's option, contact lenses prescribed for each of these employees as a result of the eye examination.

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

and parents-in-law.

## ARTICLE XII - SICK LEAVE

1. Employees may take time off with pay when illness or injury prevents them from working.
  
2. Any employee claiming to be physically unable to work for any period longer than three (3) consecutive weeks must, on request of the Employer, supply a certificate from the attending physician that the employee is physically unable to work, and may be required to be examined by a doctor chosen by the Employer. If the two (2) doctors are in disagreement, they shall choose a third doctor, whose determination shall be binding. The Employer shall pay the costs of the second and third examinations.
  
3. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.
  
4. Abuse of sick leave shall be subject to progressive discipline.
  
- 5. Long-Term Disability Insurance
  - (a) The Employer shall provide long-term disability insurance that will provide qualifying permanent employees, after a waiting period of 120 consecutive working days, with benefits equal to 80% of the employee's salary.
  
  - (b) As soon as an employee who has sufficient service to be eligible for a disability retirement under the AFL-CIO Staff Retirement Plan ("is vested") becomes disabled, he or she shall apply for disability retirement under that Plan.
  
  - (c) If an employee who is vested has a disability but is unclear whether the disability is permanent, the employee is entitled to a maximum of 120 consecutive work days of paid sick leave (at 100% of salary), followed by a maximum of eighteen (18) months of long-term disability benefits (at 80% of salary).

1. Once the employee has been absent for 120 consecutive work days, he or she is required to apply for a disability retirement.

2. If the disability retirement application is approved, the employee immediately shall cease receiving long-term disability benefits.

3. If the disability retirement application is denied but the employee continues to qualify for long-term disability benefits, he or she may receive those benefits for a total maximum of eighteen (18) months, subject to 3.a. and b. below.

a. The employee is required to reapply for disability retirement as soon as it becomes clear the disability is permanent or once the employee has been receiving long-term disability benefits for six (6) months, whichever is sooner.

b. If this second disability retirement application is denied, the employee shall reapply for disability retirement once he or she has been receiving long-term disability benefits for twelve (12) months or as soon as it becomes clear the disability is permanent, whichever is sooner.

(d) A disabled employee who is not vested in the AFL-CIO Staff Retirement Plan is entitled to a maximum of 120 consecutive work days of paid sick leave (at 100% of salary), followed by a maximum of eighteen (18) months of long-term disability benefits (at 80% of salary), provided, however, that the employee is required to apply for a disability retirement as soon as he or she is vested in the AFL-CIO Staff Retirement Plan. Once the employee is vested, he or she shall apply for disability as soon as it becomes clear the disability is permanent or at six (6) month intervals, whichever is sooner, until he or she has received long-term disability benefits for eighteen (18) months.

(e) If at any point an employee's application for disability retirement is approved, the employee immediately shall cease receiving long-term disability benefits.

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

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

### **ARTICLE XIII - LEAVES OF ABSENCE**

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

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

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

4. An employee, on the birth or adoption of his/her child, or gaining of a foster child, shall be permitted to take child-rearing leave of up to six (6) weeks with pay and/or additional child-rearing leave of up to five (5) months without pay, but without loss of seniority or benefits.

5. Employees shall be provided leave with supplemental pay during periods of required jury service or resulting from subpoena by any court of competent jurisdiction and, for a period not to exceed two (2) weeks, during required military reserve training or during emergency military reserve duty. Supplemental pay from the Employer shall be in an amount which when combined with pay received by the employee for such jury duty, or such

military reserve training, or such emergency duty, shall equal the total regular salary that would have been received by the employee from the Employer for the same period of time. Authorized leave under this Section shall not constitute a break in continuity of service and shall be considered as service time for all rights under this Agreement.

6. Each employee shall receive sufficient time off without reduction in pay to vote on election days.

7. Employees shall be allowed five (5) days compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to spouse or person with whom the employee immediately beforehand shared a residence and had maintained a committed relationship for at least six months, son, daughter, mother, or father. Employees shall be allowed three (3) days compassionate leave without loss of pay in the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather (including spouses' grandparents), grandchild, step-mother, step-father, foster parent, sister, brother, or any other blood relative living under the same roof as the employee. Employees shall be allowed one (1) day of compassionate leave with pay for sister-in-law or brother-in-law, aunt, uncle, niece, or nephew. In addition necessary time off for travel, as measured by the fastest practical or financially feasible mode of transportation, shall be granted upon request of the employee when such additional time is warranted. Employees shall be allowed one (1) day of compassionate leave with pay for the death of a co-worker. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.

- 8. (a) Employees shall be permitted a minimum of sixteen (16) weeks per year of leave without pay, but without loss of seniority or benefits, to care for a sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship. This leave need not be consecutive. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave.

(b) Employees shall be permitted up to four (4) days of leave with pay per year to care, during a serious health condition, for a sick parent, spouse, or child (or other relative residing with the employee) or a person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship, or a person for whom the employee is the primary caregiver. This paid leave also may be used to care for an employee's child during the child's illnesses, emergency medical appointments, parent-teacher conferences, or unscheduled school closings. This leave need not be consecutive. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave.

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

10. It is the policy of the Employer to follow guidelines set forth by the federal, state, or local government for its employees with respect to closing or reporting and departing times in the event of inclement weather. The Employer will follow the guidelines set by the federal government for the Washington metropolitan area. If the government declares a liberal leave policy, employees shall have the right to take annual leave whether at home or at work, absent special circumstances. If an employee is required to stay at work due to an extreme work emergency and weather conditions warrant an early departure, the employee will be provided hotel accommodations and per diem, if the employee is unable to go home because of weather conditions.

11. Employees with ten (10) years of service shall be permitted three (3) weeks' of paid leave during the life of their employment, without loss of seniority or benefits, to care for an elderly parent who is critically ill or suffers an acute illness. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the parent.

#### **ARTICLE XIV - MISCELLANEOUS**

1. Bylines - An employee's byline shall not be used over his or her protest on any written material.
2. Bulletin Boards - The Employer agrees to provide bulletin boards for the use of the Guild.
3. Outside Activities - Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not conflict with the established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in his capacity as a representative of the Employer.
4. An employee and the Guild with the employee's permission shall have the right to review the employee's file at any 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. All letters containing derogatory notions shall be removed eighteen (18) months after issuance. Letter removal shall not apply to performance evaluations.
5. Troubled Employee - The Employer and the Guild jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled under the existing collective bargaining

contractual relationship. Our objective is to help, not harm, and is for the rehabilitation and not elimination of the employee. Any employee who seeks treatment for any of the above illnesses shall, during their period of treatment, be entitled to all of the rights and benefits provided to other employees under this Agreement.

Through the Labor-Management Committee, the Employer and the Guild will discuss establishing a formal Employee Assistance program providing for confidential short-term counseling on a full range of personal problems.

6. All existing established past practices in a labor relations sense not altered or removed by this Agreement shall remain in effect.

7. The Employer will endeavor to permit employees to participate in the AFL-CIO's Dependent Care Reimbursement Account plan, established in 1991 pursuant to Section 129(a) of the Internal Revenue Code. Once claims equal or exceed the statutory maximum, the participant need not file additional claims; instead the claims already filed suffice for authorizing payment up to the maximum.

## **ARTICLE XV - EDUCATION**

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

2. Employees shall be allowed two (2) weeks each calendar year with pay to participate in the Labor Studies Center's college degree program with the approval of the President.

3. Employees may be allowed, with the approval of the President, time off to attend institutes at the Labor Studies Center.

4. A bargaining unit employee who is pursuing a course of study related to work performed by the Employer, conducted by a recognized non-profit college or university, or by an educational institution accredited by nationally recognized agencies or associations, will be reimbursed for the costs of tuition and fees up to a maximum of \$2000 per school year (September-August) incidental to such course of study. The following requirements must be met in order for a bargaining unit employee to be eligible for reimbursement under this provision:

- a) The employee must be a full-time bargaining unit employee working thirty-two-and-one-half (32.5) hours per week while participating in the program and must have completed one (1) year of service prior to enrollment.
  
- b) The course of study must be related to an employee's current work assignment or probable future work assignment. Certification of relevance to work must be obtained from the President prior to enrollment.
  
- c) The course of study must be on the employee's own time, unless specifically approved by the President.
  
- d) The employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher).
  
- e) The applicant is not eligible for educational benefits under the G.I. Bill or has not received any type of scholarship or fellowship offered by an educational institution.
  
- f) The maximum payable under this provision to any individual is \$8,000. The maximum payable to all unit employees in a single year is \$10,000. These maximums shall include tuition payments for Meany Center College Degree Program.

## **ARTICLE XVI – EXPENSES AND TRANSPORTATION**

- 1. The present Employer policy concerning the payment of all legitimate expenses incurred by employees in the service of the Employer shall apply. Employees using their personal automobiles for a preapproved business trip will be reimbursed for mileage, at the IRS rate, and for tolls. Employees attending a conference with the approval of the President shall be reimbursed for the conference fees.
  
- 2. Effective July 1, 2002, the Employer shall implement an IRS conforming, pretax, salary deduction program for the employee parking expenses incurred in commuting to work. Employees shall be allowed the maximum amount allowable by the IRS to be deducted from payroll. The current amount allowable is one-hundred-eighty dollars (\$180.00).

**ARTICLE XVII - CONTROLS SAVINGS CLAUSE**

1. 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 XVIII - DURATION AND RENEWAL**

1. This agreement will take effect as of July 1, 2002, and remain in effect until June 30, 2005. Within ninety (90) days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new agreement to take effect July 1, 2002. 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, 2005, the new agreement shall be made retroactive to July 1, 2005.

**For the Employer For the Guild**

\_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**Memorandum of Agreement**

The Department for Professional Employees ("Employer") and the Washington-Baltimore Newspaper Guild ("Guild") agree as follows:

- 1. The Employer will consider the request of employees assigned work requiring similar skill or performing similar function to share a full-time job, with no loss of benefits or protection under this contract.
- 2. The Employer will consider employee requests to be permitted to have a flexible work schedule of starting and quitting times.
- 3. On ratification the Employer will endeavor to make available, at employee cost, an elder care and nursing home insurance policy to employees requesting such coverage for themselves and/or for spouse or person with whom the employee shares a residence and has maintained a committed relationship for at least six months, parents, and parents-in-law.
- 4. On ratification the Employer will endeavor to provide Metrocheks for purchase by employees.

**For the Employer For the Guild**

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Date \_\_\_\_\_ Date \_\_\_\_\_

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