

**CONTRACT AGREEMENT**

**BETWEEN**

**RESEARCH ASSOCIATES OF AMERICA, INC.**

**AND**

**WASHINGTON-BALTIMORE NEWSPAPER GUILD**

**JANUARY 1, 2006 THROUGH DECEMBER 31, 2009**

<b>PREAMBLE .....</b>	<b>5</b>
<b>ARTICLE I: COVERAGE.....</b>	<b>5</b>
SECTION 1 - COVERED EMPLOYEES:.....	5
SECTION 2 - EXCLUDED EMPLOYEES:.....	5
SECTION 3 - NON-UNIT INTERNSHIP POSITIONS: .....	5
<b>ARTICLE II: GUILD SHOP .....</b>	<b>5</b>
SECTION 1 - UNION SHOP: .....	5
SECTION 2 - GUILD ADMITTANCE:.....	6
SECTION 3 - DUES DEDUCTION.....	6
<b>ARTICLE III: NON-DISCRIMINATION .....</b>	<b>7</b>
<b>ARTICLE IV: RAA GOAL.....</b>	<b>7</b>
<b>ARTICLE V: INFORMATION.....</b>	<b>7</b>
SECTION 1 - INFORMATION RAA WILL SUPPLY THE GUILD ON ALL EMPLOYEES:.....	7
SECTION 2 - INFORMATION RAA WILL SUPPLY THE GUILD MONTHLY:.....	7
SECTION 3 - INFORMATION GUILD WILL SUPPLY RAA: .....	7
SECTION 4 - PERSONNEL FILES.....	8
<b>ARTICLE VI: GRIEVANCE PROCEDURE .....</b>	<b>8</b>
<b>ARTICLE VII: SECURITY.....</b>	<b>8</b>
SECTION 1 - PROBATIONARY PERIOD .....	8
SECTION 2 - DISCHARGE AFTER PROBATION HAS EXPIRED: .....	9
SECTION 3 - RAA NOTIFICATION TO GUILD OF DISCHARGE:.....	9
SECTION 4 - NOTIFICATION OF LAYOFF: .....	9
SECTION 5 - LAYOFF AND RECALL - SENIORITY: .....	9
SECTION 6 - LAYOFF - SEVERANCE PAY:.....	9
SECTION 7 - LAYOFF - REHIRE LIST:.....	10
SECTION 8 - NOTICE OF RESIGNATION:.....	10
<b>ARTICLE VIII - TRANSFER, JOB POSTINGS, AND PROMOTIONS .....</b>	<b>10</b>
SECTION 1 - INTERDEPARTMENTAL TRANSFERS: .....	10
SECTION 2 - NOTIFICATION OF POSITION VACANCY TO GUILD AND UNIT CHAIRPERSON:.....	10
SECTION 3 - JOB POSTINGS AND APPLICATION PROCEDURE: .....	10
SECTION 4 - UNIT EMPLOYEE ASSUMING NEW POSITION WITHIN RAA: .....	11
SECTION 5 - TRANSFERS OUT OF BARGAINING UNIT:.....	11
<b>ARTICLE IX - SPECIAL PROJECT STAFF .....</b>	<b>11</b>
<b>ARTICLE X - HOURS AND OVERTIME.....</b>	<b>12</b>
SECTION 1 - WORKWEEK:.....	12
SECTION 2 - OVERTIME: .....	12
SECTION 3 - LIBERAL LEAVE.....	12
SECTION 4 - SATURDAYS AND SUNDAYS:.....	13
SECTION 5 - OUT OF TOWN TRAVEL: .....	13
<b>ARTICLE XI - HOLIDAYS.....</b>	<b>13</b>
SECTION 1: .....	13

SECTION 2: .....	13
SECTION 3: .....	13
<b>ARTICLE XII - VACATIONS .....</b>	<b>14</b>
SECTION 1 - VACATION ENTITLEMENTS: .....	14
SECTION 2 - VACATION ACCRUAL .....	14
SECTION 3 - ACCRUED VACATION TIME PAID UPON TERMINATION OF EMPLOYMENT: .....	14
SECTION 4 - VACATION PAY CALCULATIONS: .....	14
SECTION 5 - PART-TIME EMPLOYEE VACATION: .....	14
<b>ARTICLE XIII - SICK LEAVE .....</b>	<b>15</b>
SECTION 1 - UNLIMITED PAID SICK LEAVE: .....	15
SECTION 2 - NOTIFICATION OF SUPERVISOR OF ILLNESS: .....	15
SECTION 3 - ABSENCE FOR MORE THAN FIVE (5) CONSECUTIVE DAYS: .....	15
<b>ARTICLE XIV - LEAVES OF ABSENCE.....</b>	<b>15</b>
SECTION 1 - FOR GOOD AND SUFFICIENT CAUSE: .....	15
SECTION 2 - FOR GUILD ACTIVITIES:.....	15
SECTION 3 - INDUCTION INTO THE ARMED SERVICES: .....	15
SECTION 4 - MATERNITY/PARENTAL LEAVE: .....	16
SECTION 5 - JURY DUTY, WITNESS APPEARANCE AND MILITARY LEAVE: .....	16
SECTION 6 - VOTING TIME:.....	16
SECTION 7 - FAMILY EMERGENCY ILLNESS: .....	16
SECTION 8 - COMPASSIONATE LEAVE:.....	17
SECTION 9 - UNION ACTIVITIES:.....	17
SECTION 10 - DONATING BLOOD:.....	17
SECTION 11 - EDUCATIONAL LEAVE: .....	17
<b>ARTICLE XV: SALARIES.....</b>	<b>18</b>
SECTION 1 - MINIMUM SALARIES .....	18
SECTION 2 - UNIT TEAM LEADER .....	18
<b>ARTICLE XVI: GENERAL WAGE PROVISIONS.....</b>	<b>18</b>
SECTION 1 - No PAY CUTS: .....	18
SECTION 2 - PAYMENT OF SALARY: .....	18
<b>ARTICLE XVII: EXPENSES AND EQUIPMENT.....</b>	<b>18</b>
SECTION 1 - REIMBURSEMENT:.....	18
SECTION 2 - METROCHECK.....	18
<b>ARTICLE XVIII: GENERAL PROVISIONS .....</b>	<b>19</b>
SECTION 1 - BULLETIN BOARDS: .....	19
SECTION 2 - OUTSIDE ACTIVITIES: .....	19
SECTION 3 - CONFIDENTIALITY: .....	19
SECTION 4 - POLITICAL CONTRIBUTIONS:.....	19
SECTION 5 - STRIKES .....	20
SECTION 6 - TECHNOLOGY, HEALTH AND SAFETY: .....	20
SECTION 7 - LABOR-MANAGEMENT COMMITTEE: .....	20
SECTION 8 - EDUCATIONAL AND TRAINING OPPORTUNITIES .....	20
<b>ARTICLE XIX: INSURANCE AND RETIREMENT PLAN.....</b>	<b>22</b>
SECTION 1 - FULLTIME EMPLOYEE INSURANCE COVERAGE: .....	22
SECTION 2 - DEPENDENT AND DOMESTIC PARTNER MEDICAL COVERAGE.....	22
SECTION 3 - PART-TIME EMPLOYEE INSURANCE COVERAGE:.....	22
SECTION 4 - SIMPLIFIED EMPLOYEE PENSION.....	22

**ARTICLE XX: CONTROLS SAVINGS CLAUSE .....23**  
**ARTICLE XXI: DURATION AND RENEWAL .....24**  
**APPENDIX**  
**A.....23**

## **PREAMBLE**

This agreement is made this first day of January, 2006, between the Research Associates of America (RAA), a non-profit organization, and the Washington-Baltimore Newspaper Guild (Guild) chartered by The Newspaper Guild-CWA as Local 32035 for itself and then on behalf of the employees of RAA described in Article I.

## **ARTICLE I: COVERAGE**

### ***Section 1 - Covered Employees:***

This agreement covers all employees of RAA in the following divisions: OSHA, Corporate and Council Affairs, Legislation, Special Services and Support Staff.

### ***Section 2 - Excluded Employees:***

The following are excluded from this agreement: Division Directors, Assistant Directors, Assistants to the President, Legal and Legislative Consultants, interns and confidential employees.

“Interns” refers to student interns, i.e. students taking time off from school, engaged in work/study programs or working between semesters.

### ***Section 3 - Non-unit Internship Positions:***

- a. No unit position, existing as of the effective date of this agreement or created prior to its expiration will be replaced by a non-unit internship position, without consent of the union.
- b. There will be no layoffs within any division in which a non-unit intern is employed.
- c. The total number of interns employed at any one time will not exceed one-half (1/2) the number of employees plus one (1) covered by this agreement. Interns will become members of the unit after three months employment with RAA, subject to the benefits, terms, and responsibilities outlined in this agreement.

## **ARTICLE II: GUILD SHOP**

### ***Section 1 - Union Shop:***

RAA will require as a condition of employment for an employee in the above-named divisions or any new divisions created subsequent to the effective date of this agreement that the employee be or become, within thirty (30) days after employment, and remain a member in good standing of the Guild during the term of this agreement.

**Section 2 - Guild Admittance:**

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.

**Section 3 - Dues Deduction**

Upon an employee’s voluntary written assignment, RAA will, in compliance with all applicable law, deduct from the check of each employee every pay period and pay to the Guild not later than the 10<sup>th</sup> day of each month all Guild membership dues and assessments levied by the Guild for the current month. Such membership dues will be deducted from the employee’s earnings in accordance with the Guild’s schedule of rates furnished to RAA by the Guild. Such schedule may be amended by the Guild at any time, however, the Guild will notify RAA in ample time, by Certified Mail, Return Receipt Requested, in order that RAA may comply with the provisions of this Section 3 of Article II. An employee’s voluntary written assignment will remain effective in accordance with the terms of such agreement.

The dues deduction assignment will be made upon the following form:

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

TO: Research Associates of America, Incorporated

I hereby assign to the Washington-Baltimore Newspaper Guild, hereinafter known as the Guild and authorize the Employer to deduct biweekly from any salary earned or to be earned by me as his/her employee an amount equal to all my Guild membership dues, as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild not later than the 10<sup>th</sup> day of each month.

This assignment and authorization will remain in effect until revoked by me, but will be irrevocable for a period of one year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization will be continued automatically and will be irrevocable for successive periods of one year or for the period of each succeeding applicable collective agreement between the Employer and the Guild, whichever period will be shorter, unless written notice of it revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between the employer and the Guild, whichever occurs sooner. Such notice of revocation will become effective for the calendar month following the calendar month in which the Employer received it.

I agree to save the Employer harmless against any and all claims and liability for or on account of the deductions made from my salary or other earnings and remitted to the Washington-Baltimore Newspaper Guild pursuant to the terms of this authorization.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

## **ARTICLE III: NON-DISCRIMINATION**

RAA agrees it will not discriminate for any reason with regard to its hiring, promotional, transfer or discipline policies. The Guild agrees it will not discriminate for any reason in its policies to admit to Guild membership and represent employees of RAA. The Labor-Management Committee will be charged with developing additional plans to recruit and promote members of minority groups. The Committee will meet for this purpose at least quarterly.

## **ARTICLE IV: RAA GOAL**

RAA and the Guild recognize that RAA, as a matter of philosophy, operates with the expressed objective of serving its affiliates by hiring committed persons, with or without previous union experience, so as to train them in innovative techniques, with a view toward these professionals securing employment with an international union or other labor-related organization after an estimated period of two to two and one half years. RAA is committed to finding acceptable employees suitable employment with labor or labor-related organizations at the conclusion of RAA employment. Any labor or labor-related job openings received by RAA management will be posted promptly.

RAA shall provide all prospective employees a copy of this article at the beginning of the hiring process.

## **ARTICLE V: INFORMATION**

### ***Section 1 - Information RAA Will Supply the Guild on all Employees:***

RAA will supply the Guild on request with a list containing the following information for all employees: (a) Name, address, sex, minority group, date of birth (b) Date of hiring (c) Classification (d) Salary

### ***Section 2 - Information RAA Will Supply the Guild Monthly:***

Within one week after the hiring of a new employee or an intern RAA will furnish the Guild in writing with the date specified in Section 1 for each new employee or intern.

At the end of each month RAA will furnish the Guild a list of the names and divisions of all employees covered under this agreement whose employment status or salary has changed.

### ***Section 3 - Information Guild Will Supply RAA:***

The Guild will notify RAA within one (1) week of its elections (both local and unit) of the newly elected officers of the local and the unit. Additionally, the Guild will notify RAA as soon as possible of any change in its professional staff (Administrative Officer and/or Local Representative(s)) who may be assigned to the RAA Unit of Local 35.

## **Section 4 - Personnel Files**

RAA will furnish to the employee a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file. The employee will be allowed to place in such file a response to anything contained therein, which such employee deems to be adverse. An employee (or the Guild with the employee's permission) will have the right to review the employee's personnel file at any time and upon request will be provided copies of all material in the employee's file.

## **ARTICLE VI: GRIEVANCE PROCEDURE**

1. The Guild will designate a committee, including a staff member of the Local Guild, to take up with RAA or its authorized agent any matter arising from the application of this agreement or affecting the relations of the employee and RAA. Grievances shall be submitted in writing within 15 working days of the occurrence giving rise to the grievance, except in extenuating circumstances. The time limit is intended to provide for the quick resolution of grievances and not as a restriction upon the right to grieve.
2. RAA agrees to meet with the committee within five days after the request for such a meeting. Efforts to adjust grievances shall be made on RAA time. RAA will give a written response to grievances.
3. Any matter involving the interpretation, application, administration or alleged violation of this contract (except renewal of this contract), including any question whether a matter is arbitrable, not satisfactorily settled within 30 days of its first consideration may be submitted to final and binding arbitration by either party.
4. The parties will agree by April 1, 1998, to a list of three arbitrators to be selected by mutual agreement to serve during the term of this contract. The arbitrator will be used on an alternating basis; if arbitrator No. 1 has already been used, for example, then arbitrator No. 2 will be used next and so on. The cost of arbitration under this Article will be shared equally by the parties, except that no party will be obligated to pay any part of the cost of a stenographic transcript without expressed consent. The decision of the arbitrator will be final and binding on both parties.

## **ARTICLE VII: SECURITY**

### **Section 1 - Probationary Period**

RAA will have the unlimited right to discharge a new employee who has not concluded a probationary period of one hundred twenty (120) calendar days for support staff and one hundred fifty (150) calendar days for professional staff, beginning from the date of hire, provided that at the end of thirty (30) and ninety (90) days for support staff and (60) and one hundred (100) days for professional staff the progress of the new employee will be checked and the Guild will be notified if any problems appear to be developing, and provided further that the employee is given the opportunity to be retained on the payroll for fourteen (14) days beyond his or her notice of termination while seeking other employment. If the terminated employee starts a job with another employer prior to the expiration of the fourteen day period,

the terminated employee will be removed from the RAA payroll as of the date he or she commences work for his or her new employer.

It is the intention of this article to provide adequate time for equitable judgments to be made on new employee qualifications. This article is not intended to allow RAA to hire, use and terminate employees as a matter of routine.

### ***Section 2 - Discharge After Probation Has Expired:***

Employees who have completed their probationary period will not be subject to discharge except for just and sufficient cause. RAA will follow a policy of progressive discipline.

### ***Section 3 - RAA Notification to Guild of Discharge:***

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

### ***Section 4 - Notification of Layoff:***

In the event of a layoff affecting employees within the bargaining unit, RAA will begin the process of notifying the Guild, in writing, two (2) weeks in advance of notification to the affected employee(s). Such notifications to the Guild will include the job title, number of employees to be affected in each division and the facts upon which RAA relies to establish necessity for such layoffs. The Guild will have the right to meet and consult with RAA regarding any such proposed layoffs.

There will be no layoffs for a period of three (3) weeks after the Guild had been notified of such proposed dismissals. Each employee affected will be given three (3) weeks notice of said layoffs, after the Guild's two (2) week notice had been received. During this period RAA will consider voluntary resignations from employees in the division involved. Such employees will be paid the amount of severance pay provided in this agreement.

### ***Section 5 - Layoff and Recall - Seniority:***

The parties to this agreement realize that it will not be feasible in all instances to lay off and recall on the basis of seniority because of the specific training and experience required in some divisions. RAA may deviate from strict seniority in some instances, but it is the intention of this clause to provide maximum protection for seniority. In the event RAA does deviate from strict seniority, the Guild will be notified and RAA agrees to consult the Guild in further discussions if the Guild so desires. Any part-time employees will be laid off before full time employees, regardless of seniority.

### ***Section 6 - Layoff - Severance Pay:***

In the event of layoffs to reduce the force, employees so laid off will receive severance pay in a lump sum comprised of one week's pay at the current salary rate plus an additional week's pay for every year of service or fraction thereof.

***Section 7 - Layoff - Rehire List:***

Employees laid off in accordance with the above provisions will be placed on a rehire list for a period of one (1) year and will be recalled to their former positions or comparable ones should such positions open again within the one year period. RAA will not hire replacements for said positions unless and until every effort is made to contact those on the rehire list. Employees must respond with their decision within two (2) weeks of notification.

***Section 8 - Notice of Resignation:***

An employee of RAA who chooses to resign his or her position with RAA is expected to provide RAA with a minimum of three (3) weeks written notice.

**ARTICLE VIII - TRANSFER, JOB POSTINGS, AND PROMOTIONS**

***Section 1 - Interdepartmental Transfers:***

RAA reserves the right to transfer employees, as the conduct of its business requires. Such transfers will not be disciplinary measures.

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

***Section 2 - Notification of Position Vacancy to Guild and Unit Chairperson:***

RAA will notify the Guild unit chairperson of each vacancy and will give full consideration to the hiring of candidates supplied by the Guild.

***Section 3 - Job Postings and Application Procedure:***

When vacancies occur or new positions are created in RAA, notice of such vacancies or newly created positions will be given to the Guild unit chairperson and posted on the Guild bulletin board. An employee desiring to fill such vacancy or newly created position will submit written application within ten (10) working days of such posting. This provision may be waived by mutual consent. The senior employee making application, who is capable of performing the job and when all other qualifications are equal will fill the vacancy or newly created position. Professional staff temporaries will be given the opportunity to apply for vacancies in permanent positions.

#### **Section 4 - Unit Employee Assuming New Position Within RAA:**

A unit employee assuming a new job position within RAA will be allowed a trial period of sixty (60) working days. If during that period, said employee elects to return to his/her former position, he/she may do so without penalty or prejudice upon one (1) week's notice. In the event, after periodic evaluations by RAA, said employee has been unable to perform in the new position, he/she may be returned to his/her former position by RAA without penalty or prejudice.

RAA will provide a full explanation, in writing if so requested by the employee, to an employee and the Guild of why such employee is denied promotion.

Seniority as used in this section means continuous length of service with RAA. Employment will be deemed continuous unless interrupted by: a) dismissal for just and sufficient cause; b) layoff to reduce the force which lasts more than one year; or c) refusal to accept an offer to rehire into the classification or comparable position in which the employee worked when laid off.

#### **Section 5 - Transfers Out of Bargaining Unit:**

An employee who transfers out of the bargaining unit and remains in the employ of RAA and is subsequently returned to the bargaining unit by RAA will be reinstated and acquire his or her former seniority. Employees transferred out of the bargaining unit will not accumulate any time for the purpose of seniority while out of the bargaining unit.

### **ARTICLE IX - SPECIAL PROJECT STAFF**

RAA reserves the right to hire needed professional and support staff on a temporary basis to fill positions which arise due to the development of certain special projects. All such temporary staff positions are unit positions within the terms of the contract and will be governed by all benefits of the contract except those in Sections 4, 5, 6, and 7 of Article VII, Security. In regards to temporary staff personnel seniority, there will be a separate seniority roster for such individuals, apart from any Division roster. Should such temporary personnel perform unit work not related to his/her special project responsibilities, such employee seniority will be considered on a Divisional basis as of that time. Special Project staff will not be used to displace permanent staff positions.

The Guild will be notified immediately upon the decisions of RAA to enter into such special projects. The Guild will further be notified of the project to be performed, and the expected term of such project, including an approximation of the expected date that the project will be terminated.

Special project jobs will be posted as provided for in the contract. Job posting will state the expected term of such jobs. If a project extends beyond the period of time stated in the job posting, the Guild is to be notified of the specific extension period. Professional and support staff hired to work on designated special

projects will be allowed to remain in such position for the duration of that employee's project, absent just and sufficient cause for not continuing such employee's employment.

RAA will endeavor to provide two (2) weeks notice to affected special project staff and the Guild prior to the termination of a special project. Special project staff will be entitled to one (1) week severance pay, and an additional one (1) week for every year of service, or pro-rata amount calculated in months of service.

If an employee hired for a special project becomes a permanent employee by bidding on and receiving a position under Article VIII, Section 3, that employee's seniority will date back to their date of hire as a temporary employee.

## **ARTICLE X - HOURS AND OVERTIME**

### ***Section 1 - Workweek:***

The regular workweek for RAA employees will consist of five (5) days of eight hours, including one (1) hour lunch period per day. Office hours will be between the hours of 9:00 a.m. and 5:00 p.m., except support staff coverage will be from 8:30 a.m. to 6:00 p.m. Shift allocation for support staff will be made by RAA. Both parties support the principle and practice of flextime. To assist employees in balancing conflicts between work and family commitments, employees may work flexible schedules of starting and quitting times and a compressed workweek of fewer than five days, with the consent of their supervisor.

### ***Section 2 - Overtime:***

Although the overtime is not mandatory, when support staff, as defined in this agreement, is requested to work overtime (other than Saturdays, Sundays and holidays), the request will be made a minimum of four hours in advance whenever possible and the overtime will be compensated for at one and one-half (1 ½) time the overtime hours worked. A support staff employee requested to work on a Saturday, Sunday or a holiday will be guaranteed a minimum of two (2) hours overtime pay. All work performed on Saturdays, Sundays and holidays will be compensated for at double the employee's regular straight-time hourly rate in the form of pay or compensation time, in addition to his or her holiday pay.

### ***Section 3 - Liberal Leave***

Liberal leave is the policy whereby professional staff is entitled to take time off in recognition of working long hours, weekends and/or holidays. Liberal leave may be taken by giving notice to the employee's supervisor with copy to the office manager, and after having received consent from the immediate supervisor. Requests to take liberal leave will not be unreasonably denied. Denial shall be in writing with a copy to the individual employee and the Guild with an explanation as to why the request was denied.

**Section 4 - Saturdays and Sundays:**

Saturday and Sunday will constitute employee's days off.

**Section 5 - Out Of Town Travel:**

RAA, as a matter of practice, will use its best efforts to limit out-of-town business trips to twelve (12) consecutive days. RAA staff assigned to an out of town trip will be notified as much in advance of the trip as possible. Employees shall not be required to share living accommodations while on out-of-town assignments.

**ARTICLE XI - HOLIDAYS**

**Section 1:**

RAA will allow time off with pay for the following holidays: All AFL-CIO building holidays and traditional religious holidays for observing individuals.

**Section 2:**

For employees of one year or more, two (2) days will be floating (or personal business) days to be determined by the employee. For employees with less than one year's service there will be one such day. The personal holiday(s) may not be used by the employee until the employee has been with RAA for six (6) months, provided, however, that employees having less than six (6) months service at the expiration of this agreement will be entitled to their personal holiday during the contract period.

**Section 3:**

Part-time employees will receive pay for holidays observed on days that they would otherwise be scheduled to work. In addition, they will receive a pro-rated portion of the two floating holidays.

## **ARTICLE XII - VACATIONS**

### ***Section 1 - Vacation Entitlements:***

Vacations with pay will be granted the employees who have completed period of continuous service with RAA as follows:

Year 1	12 days
Years 2 - 4 ½	15 days
Years 4 ½ and beyond	18 days

Vacation entitlements will accrue at the appropriate month-by-month rate, based on an employee's length of service. An employee may take accrued vacation time at any time upon completion of three (3) months of employment with RAA. Employees may take their vacation at any increment provided such intention is given in advance and mutually agreed upon. Holidays falling within an employee's vacation time will not be considered vacation.

### ***Section 2 - Vacation Accrual***

For the purpose of these provisions, all vacation accrued during one contract year must be used within six (6) months after the end of the contract year in which it is accrued.

### ***Section 3 - Accrued Vacation Time Paid Upon Termination of Employment:***

All accrued vacation time will be paid to employees upon termination of employment and, if requested, to employees taking maternity or other leaves of absence.

### ***Section 4 - Vacation Pay Calculations:***

The pay for the vacation period will be payable in advance and will be the amount payable by RAA to the employee had the employee worked during the vacation period.

### ***Section 5 - Part-Time Employee Vacation:***

Part-time employees will receive vacation on a prorated basis at the appropriate length of service entitlement.

## **ARTICLE XIII - SICK LEAVE**

### ***Section 1 - Unlimited Paid Sick Leave:***

Unit employees of RAA will be allowed unlimited paid sick leave. Abuse of sick leave by any unit employee will be a proper basis for the issuance of a warning.

### ***Section 2 - Notification of Supervisor of Illness:***

An employee who is absent from work due to illness will notify the employee's immediate supervisor on the days of absence.

### ***Section 3 - Absence For More Than Five (5) Consecutive Days:***

An employee who is absent for more than five (5) consecutive days due to illness may be required to submit a physician's certificate in support of the illness.

## **ARTICLE XIV - LEAVES OF ABSENCE**

### ***Section 1 - For Good And Sufficient Cause:***

Upon request RAA will grant employees leaves of absence for good and sufficient cause. Such leaves will not be considered as service time in the accrual of rights and benefits under this agreement but will not cancel previous service in determining total service with RAA for any reason.

### ***Section 2 - For Guild Activities:***

In the event an employee is elected or appointed to position in the Guild or a local of the Guild or elected a delegate to the Guild's convention this will be considered good and sufficient cause for a leave of absence.

### ***Section 3 - Induction Into the Armed Services:***

An employee inducted into the Armed Services of the United States or recalled to active duty with an Armed Service, will accumulate seniority and retain all other rights under this agreement while in such service, and on return from such service may claim his original job, or if that job is no longer in effect, a comparable job with a salary no less than what he would have received had his service with RAA been continuous, provided that he apply for reinstatement within ninety (90) days after release from an Armed Service.

#### ***Section 4 - Maternity/Parental Leave:***

Physical inability to work due to pregnancy will, except as noted below, be considered to be the same as inability to work due to sickness. An employee will automatically be awarded the period of her hospital confinement plus six (6) weeks of sick leave immediately following thereafter on account of pregnancy, and it will be presumed that this is the normal length of disability. Any employee claiming to be physically unable to work for any period other than the foregoing must, on request of the employer, supply a certificate from her 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 doctors are in disagreement they will choose a third doctor, whose determination will be binding.

An employee with one or more years of service may take parental leave not to exceed five months, without pay but without loss of seniority and will be granted a maximum of three (3) weeks paid parental leave. Employees granted leave under this section would have their benefits continued for the duration of the approved period. This leave will be available to employees of either sex upon the birth or adoption of a child, and will be in addition to any paid sick leave to which a female employee may be entitled under the preceding paragraph. An employee choosing to take parental leave must notify RAA in writing within four weeks of the birth or adoption of a child. Employees who comply with this provision will be guaranteed a comparable job at the same rate of pay received at the time of taking leave, plus any increase given to their classification during the leave of absence.

#### ***Section 5 - Jury Duty, Witness Appearance and Military Leave:***

Employees will be provided leave with supplemental pay during the periods of required jury duty, for service resulting from subpoena by any court of competent jurisdiction and for service in the military on reserve duty. No such leave, either when standing alone or combined, will be in excess of two (2) weeks. Supplemental pay from RAA will be in an amount which when combined with pay received by the employee for such services will equal the total regular salary that would have been received by the employee from RAA for the same period of time.

#### ***Section 6 - Voting Time:***

Each employee will receive time off not to exceed two hours without reduction in pay to vote on election days.

#### ***Section 7 - Family Emergency Illness:***

Leave of absence, without pay, for emergency family illness will be granted for a period of up to three months, which, for justified reasons, may be extended. This leave need not be consecutive. Such employees will accrue seniority and will be restored to their former jobs with all rights and privileges.

### ***Section 8 - Compassionate Leave:***

In the event of the death in the family as described below of any employee, paid compassionate leave will be granted. Part-time employees will be granted leave without loss in pay according to the hours they are regularly scheduled to work during this period. In the event of the death of an employee's mother-in-law, father-in-law, grandparent, or any member of the family residing in the employee's immediate household, three (3) scheduled working days compassionate leave without loss of pay will be granted.

In the event of the death of a full-time employee's spouse, child or parent, brother or sister he or she will receive seven (7) scheduled working days off without loss in pay. In the event of the death of a part-time employee's spouse, child or parent, he or she will receive up to seven (7) scheduled working days off without loss in pay only according to the hours he or she is regularly scheduled to work during this period. Notice will be provided RAA as soon as possible.

Any employee who is on vacation at the time of the death of a member of the employee's family, as listed above, will be entitled to an additional three or seven days off as vacation immediately following the employee's regular vacation.

### ***Section 9 - Union Activities:***

Time off with pay will be allowed for union activities by the Guild unit chairperson, or in the unit chairperson's absence, a designee, when servicing this agreement.

### ***Section 10 - Donating Blood:***

Employees will be granted one half day off with pay for the purpose of donating blood, not to exceed six (6) times per year. Said leave will be taken at times approved by the employee's supervisor.

### ***Section 11 - Educational Leave:***

RAA agrees to grant a leave of absence without loss of seniority, but without pay, for a period not to exceed one (1) year to any employee to further his or education related to the activities of RAA. The availability of educational leave will be based on mutual consent of the parties. The period allowed for educational leave may be extended by mutual agreement beyond the one-year period specified.

## ARTICLE XV: SALARIES

### ***Section 1 - Minimum Salaries***

The following schedule of minimum salaries shall apply:

	2006	2007	2008	2009
Start	\$32,000	\$33,000	\$34,000	\$35,000
1 year	33,000	34,000	35,000	36,000
2 years	37,000	38,000	39,000	40,000

### ***Section 2 - Unit Team Leader***

The Unit Team Leader will receive a salary premium of \$500 in addition to their annual rate of salary.

## ARTICLE XVI: GENERAL WAGE PROVISIONS

### ***Section 1 - No Pay Cuts:***

There will be no reduction in salaries as a result of this agreement.

### ***Section 2 - Payment of Salary:***

Payment of salaries will be made biweekly.

## ARTICLE XVII: EXPENSES AND EQUIPMENT

### ***Section 1 - Reimbursement:***

The present RAA policy concerning the payment of all legitimate expenses incurred by RAA employees in the service of RAA will apply except that in the case of employees who use their personal automobiles on RAA business, the employee will be compensated at the rate of 44.5 cents per mile for actual miles incurred. The rate of 44.5 cents per mile shall be in accordance with adjustments, if any, by the Internal Revenue Service in the standard business use rate.

***Section 2 - Metrocheck:***

RAA will provide RAA employees who regularly use public transportation to and from work \$105 per month in Metrochecks/SmarTrip Cards.

***Section 3 – Cell Phones:***

RAA will provide each RAA employee with a monthly cell phone subsidy of \$40. Employees will include a copy of their monthly cell phone bill (total amount page only) with their expense report.

**ARTICLE XVIII: GENERAL PROVISIONS**

***Section 1 - Bulletin Boards:***

RAA will agree to provide a bulletin board for the use of the Guild.

***Section 2 - Outside Activities:***

Employees will be required to obtain prior RAA approval for any work for hire performed involving their craft, profession or the activities of RAA. No employee will seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of RAA.

***Section 3 - Confidentiality:***

RAA and the Guild recognize that much of RAA's work is sensitive and requires the maintenance of strict confidentiality. RAA and the Guild recognize that all documents gathered and generated as a result of any employees work at RAA remain the property of RAA and should be kept permanently on the RAA premises; except that documents may, with the approval of the Supervisor, be removed for working purposes from time to time.

***Section 4 - Political Contributions:***

There will be provisions for payroll deduction of political contributions for employees who voluntarily authorize such deductions in writing.

## **Section 5 - Strikes**

It is understood and agreed that, in the event of a strike by a union having contractual relations with the AFL-CIO or Change To Win, the employees covered by this agreement will not be required to cross a picket line.

## **Section 6 - Technology, Health and Safety:**

RAA and the Guild are committed to health and safety for computer operators. All employees will be provided with eye examinations when they begin work and in their seventh and thirteenth months of employment with RAA and the annual examinations thereafter. Costs and scheduling of these examinations and eyeglasses (available under the optical plan) prescribed as a result, will be the responsibility of RAA.

Whenever possible, employees will rotate between computer work and other jobs each hour. All employees will be allowed fifteen (15) minutes away from the computer after every hour of continuous work.

Each work station will have appropriate equipment to assure ergonomically sound operation. Recognizing that one size does not fit all, the Labor-Management Committee will meet to assess staff needs, including glare reduction and adjustable seating. RAA is committed to addressing legitimate needs in this area.

RAA will endeavor to provide a properly ventilated and properly heated/air conditioned work environment, free of noxious fumes, and will have the office air quality inspected at least once annually. A copy of the air-quality inspection report shall be given to the Guild.

Within sixty days of the effective date of this agreement, the Labor-Management Committee will meet to assess each unit employee's ergonomic needs.

All other health, safety and technology issues will be referred to the Labor-Management Committee.

## **Section 7 - Labor-Management Committee:**

- a. A labor-management committee will be formed at RAA. It will be composed of four (4) representatives, two (2) from RAA and two (2) from the employees to serve on a rotating basis. The committee will meet at least quarterly.
- b. The Committee will act as a forum for issues and problems which arise during the term of this agreement as well as addressing the matters defined in Article III and Article XVIII, Section 6 above. It will seek to identify and resolve problems and issues of mutual concern to RAA and employees of RAA. The Committee will be further used to assist RAA to identify the goals and objectives of RAA and means of reaching them.

## **Section 8 - Educational and Training Opportunities**

- a. Within two months of ratification of this agreement, RAA agrees to develop and implement, in consultation with the Guild, monthly training programs of three (3) hours or longer each on subjects designed to improve employees' skills and abilities to perform their work. These programs will include presentations by RAA staff and officers, others from within the labor movement, and other persons with skills and expertise in subject matters relevant to RAA operations.
- b. RAA may be participating with the faculty and staff of the George Meany Center for Labor Studies and various AFL-CIO and Change To Win affiliates in developing a comprehensive campaign research training program. When such a program is available, RAA agrees that RAA staff will be participants, some of which may be on paid time and some of which may be on unpaid time. RAA will fund any expenses associated with RAA staff participation.
- c. RAA staff will be afforded the opportunity to engage in field research within the first year of employment.

## **ARTICLE XIX: INSURANCE AND RETIREMENT PLAN**

### ***Section 1 - Fulltime Employee Insurance Coverage:***

RAA and the Guild agree that medical, dental, optical and life insurance coverage be provided through the following carriers:

HOSPITALIZATION AND MEDICAL:	Kaiser Permanente
DENTAL:	GE Life
LIFE INSURANCE:	GE Life
OPTICAL:	Spectera/Kaiser Permanente

RAA and the Guild agree that this provision is subject to re-negotiation upon sixty (60) days' notice by either party to the other in the event a lower-cost carrier, providing the same general levels of benefits, becomes available to substitute for any of the carriers listed above. RAA and the Guild also agree that this provision is subject to re-negotiation upon notice by either party to the other within sixty (60) days after the enactment of federal health-care reform, to incorporate changes required by such legislation.

### ***Section 2 - Dependent and Domestic Partner Medical Coverage***

RAA agrees that employee dependents and domestic partners will be provided medical, dental and optical coverage with the same carriers as the employees, unless the spouse or domestic partner is covered by a substantially equal plan at their place of employment. Domestic partner coverage shall be provided when the hospitalization and medical insurance carrier makes such coverage available under its plan with RAA.

### ***Section 3 - Part-time Employee Insurance Coverage:***

Part-time employees hired for a period of not less than six months may elect to be covered by insurance. RAA will pay a pro-rated portion of all premiums required.

### ***Section 4 - Simplified Employee Pension:***

Effective January 1, 2006, RAA will contribute an amount equal to 12% percent of each employee's salary to a Simplified Employee Pension account selected by the employee. SEP deposits shall be made not later than the fifth (5<sup>th</sup>) day of the month next succeeding the month for which the SEP payment is applicable (e.g. SEP payments for February, 2006 shall be made on or before March 5, 2006). New employee participation in the SEP will commence upon completion of the contractual probationary period, and the initial payment shall be calculated from date of hire.

## **ARTICLE XX: CONTROLS SAVINGS CLAUSE**

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

## **ARTICLE XXI: DURATION AND RENEWAL**

This contract will remain in effect for a period of four years - from January 1, 2006, through December 31, 2009.

Should contract negotiations continue beyond the expiration date without a formal extension, RAA agrees it will honor those portions of this agreement concerning union security, dues checkoff, and grievance and arbitration.

FOR WASHINGTON-BALTIMORE  
NEWSPAPER GUILD-CWA, LOCAL 32035

FOR RESEARCH ASSOCIATES  
OF AMERICA

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