



**Contract Between  
THE WASHINGTON-BALTIMORE NEWSPAPER GUILD  
TNG-CWA LOCAL 32035, AFL-CIO, CLC, IFJ**

**And**

**RADIO FREE ASIA**

**January 31, 2008 through January 30, 2010**

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## **INTRODUCTION**

This contract is made this 4th day of February, 2008, between Radio Free Asia, hereinafter known as RFA, and the Washington-Baltimore Newspaper Guild (TNG-CWA Local #32035) chartered by The Newspaper Guild-CWA (AFL-CIO, CLC) hereinafter known as the Guild, for itself and on behalf of all employees of RFA described in Article I.

## **ARTICLE I**

### **Guild Recognition**

RFA recognizes the Guild as the exclusive collective bargaining representative of all employees in the bargaining unit hereinafter stated for the purposes of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment. The bargaining unit employees covered by this Agreement shall include all full-time and regular part-time language service employees, including broadcasters, senior broadcasters, research specialists, web editors, administrative assistants, production coordinators and production assistants employed by RFA in Washington, DC, but excluding all senior editors, editorial department employees, contractors, professional employees, managers, guards, and supervisors as defined in the National Labor Relations Act.

## **ARTICLE II**

### **Guild Shop**

1. It shall be a condition of employment that all employees of RFA 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, within thirty (30) days of the effective date of this Agreement, become and remain members in good standing in the Guild. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, within sixty-one (61) days of their hiring, become and remain members in good standing in the Guild. The term "members in good standing in the Guild" means tendering the periodic initiation fees and dues uniformly required by the Guild or payment to the Guild of an annual service fee in the same amount as periodic initiation fee and dues required of members of the Guild.

2. Upon failure of any employee to become and remain a member of the Guild in good standing within the period and under the conditions specified in Paragraph 1 above, the Guild shall notify RFA, in writing, of such failure and, within fourteen (14) days of receipt of such notice, RFA shall discharge any such employee as provided in the Labor-Management Relations Act of 1947, as amended.

### **ARTICLE III**

#### **Work Jurisdiction**

1. RFA shall assign the following work on a non-exclusive basis to members of the bargaining unit covered by the Agreement: (a) the work presently performed by members of the bargaining unit described in Article I in this Agreement and (b) any other work, including work similar in skill or function, that may be assigned by RFA to bargaining unit members to be performed by them.
2. Nothing in this Agreement is intended to change RFA's current practices and utilization of contractors and/or other non-bargaining unit employees to perform work performed by bargaining unit members; provided, however, that RFA agrees not to utilize contractors to perform the work of laid-off employees.

### **ARTICLE IV**

#### **Dues Deduction**

1. RFA shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards, deduct from the biweekly paycheck of each employee and pay to the Guild not later than the fifteenth (15th) day of each month membership dues and initiation fees. Such amount shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished in writing to RFA by the Guild. Such schedule may be amended in writing by the Guild at any time. An employee's voluntary written check-off authorization shall remain effective in accordance with the terms of such authorization.
2. Check-Off Authorization Form: The parties agree that the check-off authorization shall be in the following form:

**ASSIGNMENT AND AUTHORIZATION  
TO DEDUCT GUILD MEMBERSHIP DUES**

To: Radio Free Asia

I hereby assign to the Washington-Baltimore Newspaper Guild, Local 32035 The Newspaper Guild-CWA, and authorize Radio Free Asia to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments 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 Radio Free Asia to remit the amount deducted to the Guild not later than the 15th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between Radio Free Asia and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between Radio Free Asia and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to Radio Free Asia 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 contract between Radio Free Asia and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which Radio Free Asia receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

---

Employee's Signature

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Date

3. The Guild shall indemnify RFA and hold it harmless against any and all liabilities that it may incur as a result of its acting in accordance with this Article.

## **ARTICLE V**

### **Information**

1. RFA shall supply the Guild on request, which shall not be made more than semi-annually, with a list containing the following information for each bargaining unit employee:
  - a. Name, address, sex, date of birth, language service and employee ID numbers.
  - b. Date of hiring.
  - c. Job classification and initial date in classification.
  - d. Salary.
2. RFA shall notify the Guild monthly in writing of:
  - a. Salary increases granted to bargaining unit employees including the name of the employee, amount and type of salary increase, resulting new salary, and effective date.
  - b. Changes in job classification for bargaining unit employees, salary changes by reason thereof, and effective date.
  - c. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.
3. Within two (2) weeks after the hiring of a new bargaining unit employee, RFA shall furnish the Guild in writing with the data specified in Section 1 for each new employee.
4. An employee shall have the right to review the employee's own personnel file in the Human Resources office upon reasonable advance notice to and in the presence of an individual designated by the Director of Human Resources. RFA shall furnish to employees a copy of performance evaluations, written criticisms, warnings, disciplinary notices or commendations within one (1) working day of its placement in the employee's personnel file. An employee shall be permitted to submit

within seven (7) calendar days a written response to Human Resources to any of the above which shall be placed in the employee's personnel file.

## **ARTICLE VI**

### **No Discrimination**

RFA and the Guild agree that there shall be no discrimination against any employee covered by this Agreement on account of such employee's race, creed, color, religion, sex, national origin, sexual orientation, marital status, veteran's status, family responsibility, disability (as defined by applicable federal law), or age (as defined in the federal Age Discrimination in Employment Act). RFA and the Guild each further agree that there shall be no discrimination, interference, restraint, or coercion by either of them or their agents against any employee because of an employee's membership or non-membership in the Guild or because of an employee's participation or non-participation in Guild activities, except as permitted under the National Labor Relations Act, as amended.

## **ARTICLE VII**

### **Management Rights**

The Guild recognizes and agrees that, subject to the express provisions of this Agreement, the supervision, management, control of RFA's business, operations, working forces and offices are solely and exclusively vested in the management of RFA.

## **ARTICLE VIII**

### **No-Strike/No-Lockout**

1. During the term of this Agreement, neither the Guild nor its officers, agents or representatives shall authorize, instigate, condone, sponsor, or promote, nor will any employee engage in, any strike (including sympathy strikes), boycott, work stoppage, slow down, refusal to cross any picket line at RFA's premises, or any other curtailment, or interruption with RFA's operation, and during the term of this Agreement, RFA will not lock out any employees because of a labor dispute with the Guild. The parties recognize the right of RFA to take disciplinary action, including discharge, against any employee or employees who violate this Article, subject to the Grievance and Arbitration Procedures.

2. It is understood and agreed that the Guild shall have no financial liability in this Article for the unauthorized acts of its members, provided the Guild promptly and in good faith uses all available means to bring an end to such activity in violation of this Article.

## **ARTICLE IX**

### **Discipline and Discharge**

1. No employee shall be disciplined or discharged unless for just cause.
2. The steps of progressive discipline are as follows:
  - **Level 1:** An oral warning from the employee's supervisor means that an employee's conduct or performance is unsatisfactory. A written record of the oral warning shall be placed in the employee's personnel file and may be used to support more serious disciplinary actions should they be necessary. Oral warnings will be disregarded for disciplinary purposes after one (1) year.
  - **Level 2:** A written warning from the employee's supervisor means that the employee's conduct or performance deficiencies require further disciplinary action. Written warnings shall be placed in the employee's personnel file and shall be part of the employee's record.
  - **Level 3:** Suspension from duty without pay may be imposed for repeated deficiencies in conduct or performance, or for a single incident of a serious nature. Written notice of a suspension from duty without pay shall be delivered to the employee, with a copy sent to the Guild, and shall be maintained in the employee's personnel file and shall be part of the employee's record.
  - **Level 4:** Termination may occur with repeated deficiencies in conduct or performance, or for a single incident taking into consideration all of the relevant circumstances. RFA shall send written notification of a termination under this Article to the Guild within five (5) working days after the termination.

Discipline need not always follow this specific sequence and, based on the particular conduct or incident(s), discipline may begin at any level, including termination.

3. Access to disciplinary information is restricted on a need-to-know basis. The employee involved, the Guild (or its representative), and the Human Resources staff shall have access to records, information or proceedings relating to any disciplinary proceeding, disciplinary action, or disciplinary suspension. The Human Resources Director may provide appropriate information to law enforcement agencies and the courts if presented with a proper legal request to do so.
4. Guild Stewards may be permitted to attend disciplinary meetings when requested by the affected employee, but shall be responsible to complete all of his or her assigned work and shall not be excused from completing his/her work on account of participating in such a meeting.

## **ARTICLE X**

### **Grievance Procedure**

1. This Grievance Procedure shall be the sole and exclusive procedure for addressing all grievances that arise under this Agreement. For the purposes of this Article, a “grievance” shall be defined as any question concerning the interpretation, application or alleged violation of this Agreement. If an employee or group of employees feels that any rule, policy, instruction or order of a supervisor is in violation of this Agreement, that employee or group of employees shall comply with the rule, policy, instruction or order, but may thereafter institute a grievance under the Grievance Procedure provided in this Agreement.
2. All grievances must be submitted in writing to RFA, on a form approved by RFA, within twenty-one (21) days after the event giving rise to the grievance or within twenty-one (21) days after the Guild or any of its representatives has learned of the event giving rise to the grievance, whichever is later.
3. All grievances shall be filed and processed in accordance with the following procedure:

Step 1: Any employee or employees having a grievance shall, with a Guild Steward, submit the grievance in written form to the Service Director of their respective Language Service within the time period specified in Paragraph 2 above and provide a

copy of the grievance to the Director of Human Resources. The grievance shall state the nature of the grievance, identify the Grievant or Grievants and any relevant dates, identify the particular provision or provisions of the Agreement that allegedly have been violated, and state the remedy sought. Within five (5) days of the submission of the written grievance, the Service Director shall schedule a Step 1 meeting, which shall occur at a time mutually convenient to the Guild and RFA, but no later than ten (10) days after the initial submission of the written grievance. The Step 1 meeting shall be conducted with the Grievant, a Guild Steward, the Service Director and another representative of RFA. No other persons shall attend the Step 1 meeting unless by mutual agreement of the parties. At the Step 1 meeting, the parties shall attempt to resolve the grievance. Within five (5) days after the conclusion of the meeting, the Service Director shall respond in writing to the grievance.

Step 2: If the grievance is not resolved in Step 1, the Guild may refer the grievance in writing to the Director of Human Resources within ten (10) days after the written answer of the Service Director in Step 1. The Director of Human Resources shall schedule, at the mutual convenience of RFA and the Guild, but no later than ten (10) days after the request for such meeting is made in writing, a meeting to discuss the grievance. Such meeting may be attended only by the Grievant, a Guild Steward, a representative of the Guild, the Director of Human Resources, and no more than two (2) representatives of management. The validity of the meeting shall not be affected should any of the above persons not attend the meeting. No other persons shall attend except by mutual agreement of the parties. Such meeting shall be scheduled during working hours. The Director of Human Resources shall provide to the Guild a written response to the Step 2 meeting within ten (10) days after the conclusion of the meeting.

4. All time limits in this Article and in Article XI, Arbitration, are exclusive of Saturdays, Sundays, and days recognized as holidays. The time limits are “of the essence” and may be extended only by mutual agreement of the parties in writing, or orally with immediate written confirmation. If the Guild fails to meet the time limits or other requirements set forth at any step of the Grievance Procedure, the grievance shall be considered

withdrawn. If RFA fails to meet any of the time limits or other requirements set forth at any step of the Grievance Procedure, the grievance shall be considered won by the Guild and the remedy demanded shall be met.

5. While Step 1 and Step 2 grievance meetings are held during working hours, and while the Grievant and a Guild Steward are permitted to attend such meetings, it is understood by the parties that any bargaining unit member attending a Step 1 or Step 2 grievance meeting shall be responsible to complete all of his or her assigned work and shall not be excused from completing their work on account of attendance at such meeting. A Guild Steward may investigate grievances during regular work hours, but shall be responsible to complete all his or her assigned work and shall not be excused from completing their work on account of participating in such activity.
6. In the event that a grievance concerns a discharge or a suspension, the Guild, at its option and with written notice to RFA, shall be permitted to forego Step 1 and to initiate the grievance at Step 2. Any grievances filed by RFA shall be initiated at Step 2.

## **ARTICLE XI**

### **Arbitration**

1. In the event that RFA's response in Step 2 of the Grievance Procedure as provided in Article X is not satisfactory to the Guild, or in the event that the Guild's response in Step 2 is not satisfactory to RFA, any grievance properly and timely processed through the steps of the procedures set forth in Article X without agreement may be referred by the Guild or RFA, as the case may be, to arbitration by giving written notice to the other party within thirty (30) days from the date of the Step 2 response is received by the Guild or RFA. Such notice shall include the issues proposed for submission to arbitration, the provision or provisions of the Agreement on which the claim rests, the manner in which it is contended that the provision has been violated, and the relief or remedies sought. Arbitration shall be the sole and exclusive remedy for the settlement of any such grievance, however, neither party waives any legal rights it may have. Separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties.
2. RFA and the Guild shall attempt to agree on a mutually acceptable arbitrator. If RFA and the Guild cannot so agree, the party demanding arbitration shall promptly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom are

members of the National Academy of Arbitrators and are from the District of Columbia, Maryland or Virginia. The parties shall select the arbitrator from that list by alternatively striking the names until one name remains. Either party shall have the right to reject the first panel and to request a second panel.

3. The cost of the arbitration, including the arbitrator's fee and expenses and the place of holding the hearing, shall be shared equally by RFA and the Guild. Each party shall be responsible for compensating its own representatives. The filing fee shall be paid by the party requesting arbitration. The parties may mutually agree to incur other expenses, such as for a court reporter or a transcript of proceedings, which shall be shared equally.
4. In the event discharge, layoff or suspension grievances are taken to arbitration and a back pay award is determined to be appropriate by an arbitrator, the usual rules of mitigation of damages shall apply including, but not limited to, deduction of interim compensation and earnings.
5. The arbitrator shall render a decision within thirty (30) days after the hearing has been concluded. The decision of the arbitrator shall be final and binding on both parties.
6. The arbitrator shall be bound by the provisions of this Agreement, and the arbitrator shall not have any power to add to or subtract from or modify any of the terms of this Agreement. Questions of arbitrability shall be addressed by the arbitrator before issues on the merits are addressed.
7. The Grievant (in a non-discharge case) and only one (1) other employee from the Grievant's Language Service shall be excused from work, without pay, in order to attend the arbitration hearing. In a discharge case, a maximum of two (2) employees from the Grievant's Language Service shall be excused from work, without pay, in order to attend the arbitration hearing. In grievances that involve multiple Grievants from the same Language Service, the parties shall be required to schedule the arbitration hearing in such manner as not to disrupt the work of the Language Service including, but not limited to, partial day hearings. No additional employees from the same Language Service shall be excused from work unless (1) they testify at the hearing and (2) they have completed or have arranged to timely complete all of their assigned duties. This shall not prevent employees from other Language Services from attending the arbitration hearing subject to the same limitations.

## **ARTICLE XII**

### **Workplace Safety and Health**

1. Joint Safety and Health Committee. A Joint Safety and Health Committee, limited to not more than two (2) employee representatives and two (2) RFA representatives, shall be established for the purpose of discussing workplace safety and health issues at RFA. The employee representative(s) shall be responsible for all of his or her assigned work and shall not be excused from completing his or her work on account of participating in and preparing for the Joint Safety and Health Committee meeting. The Committee shall meet once every calendar quarter. The meeting of the Committee shall take place during regular working hours and shall be limited to one hour in duration unless otherwise agreed by both RFA and the Guild. Any disagreements arising among and between the members of the Committee or any dispute concerning the Committee or its activities shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement, nor shall the Committee have the right to receive or adjudicate any grievance.
2. Hazardous Conditions. An employee who reasonably fears that his or her safety would be at risk by being present at an assignment may refuse to accept such assignment. In such circumstances, RFA may assign a different employee to such assignment.

## **ARTICLE XIII**

### **Probationary Period**

Each new employee hired into the bargaining unit shall be required to complete a probationary period not to exceed ninety (90) days and may be discharged at any time during the probationary period after a written evaluation is provided and without recourse to the grievance and arbitration procedure. The probationary period may be extended by RFA for up to an additional ninety (90) days upon written notification to the Guild and the employee stating the reason(s) for the extension. Any further extension shall be by mutual agreement of RFA and the Guild. RFA shall inform new employees in writing of the probationary period. RFA shall provide to the probationary employee a written evaluation no later than the sixtieth (60th) day after the commencement of the initial probationary period. If such evaluation is not provided by the sixtieth (60th) day, then the probationary period shall be considered completed.

## **ARTICLE XIV**

### **Transfers and Promotions**

1. Posting for Vacancies. RFA agrees to post a notice for a minimum of fourteen (14) days when vacancies occur in bargaining unit positions. The notice shall include the date of posting, job title of the vacant position, Language Service, salary range, required and desirable qualifications and general job duties. An employee desiring to fill a vacancy shall submit a written application to Human Resources within fourteen (14) days of the initial posting.
  
2. Transfer to Bargaining Unit Positions.
  - a. An employee who transfers to another bargaining unit position for any reason shall be required to complete a ninety (90) day probationary period which may be extended for an additional ninety (90) days by RFA upon written notice to the Guild and the employee. A specific reason shall be stated for the extension. Any further extension shall be by mutual agreement of RFA and the Guild. RFA shall provide a written evaluation to the employee no later than forty-five (45) days after the transfer. The salary of an employee who transfers to a higher paid position shall be raised to the minimum in the new position or the equivalent of one step increase in the new grade, whichever is higher.
  
  - b. During the first thirty (30) days of the initial probationary period, the employee may elect to return to his/her last previous job position, but only if the position is open and has not been eliminated by RFA, or if RFA has not extended an offer to an individual to fill that position, and if the employee's performance in said position was satisfactory.
  
  - c. At the conclusion of the probationary period, the employee shall be confirmed in the position to which the employee was transferred, unless the employee has been unable to perform the duties of the position. If not so confirmed, the employee shall be returned to his or her last previous position from which the employee transferred, but only if the position is open and has not been eliminated by RFA, or if RFA has not extended an offer to an individual to fill that position, and if the employee's performance in said position was satisfactory. If the employee so returns to his or her last previous position the employee shall receive the salary the employee would have received had the employee not been transferred.

3. Transfers Outside Bargaining Unit. An employee who transfers to a position outside of the bargaining unit shall be permitted within the first thirty (30) days after such transfer to return to his or her last previous bargaining unit position, but only if the position is open and has not been eliminated by RFA, or if RFA has not extended an offer to an individual to fill that position, and if the employee's performance in said position was satisfactory. After the first thirty (30) days, the employee shall be able to apply for a position in the bargaining unit. An employee who returns to a bargaining unit position pursuant to the paragraph 3 shall be credited with continuous service with RFA for purposes of computation or eligibility for benefits that depend in whole or in part on length of service with RFA.
  
4. New Positions. If RFA creates a new job classification within the bargaining unit, RFA shall negotiate a wage rate for such new classification, provided, however, that the initial wage rate set by RFA shall remain in effect until a different wage rate is agreed upon between RFA and the Guild.

## **ARTICLE XV**

### **Work Schedules**

The parties recognize that work schedules for each Language Service differ and cannot be uniform and that current procedures by the various Language Services are satisfactory except as provided below. RFA shall post work schedules of days and hours for each Language Service no less than three (3) weeks in advance of the week for which they apply or sooner if deemed practicable by the Service Director. Schedules shall not reflect split days off except with the employee's consent. RFA shall continue to endeavor to avoid scheduling more than one (1) start time per week for each employee. Where more than one (1) start time is reflected on the schedule for an employee, the employee and/or the Guild must raise the matter with the employee's Service Director in writing within two (2) business days of the posting of the schedule; if not, the schedule becomes final for the posted time period. When shifts are being rotated, an employee may be scheduled for up to seven (7) consecutive days (over two calendar weeks). Thereafter, the schedules may be changed based on the coverage needs of the Service, including but not limited to news emergencies and staff absences, provided, however, that the Service Director shall endeavor to involve as few employees as possible in light of coverage needs.

## **ARTICLE XVI**

### **Job Security**

1. Seniority shall be defined as the length of an employee's continuous employment at RFA.
2. In the event of the elimination of a position or a reduction in staff, RFA shall give to the employee(s) sixty (60) days' notice or pay in lieu of notice. RFA will provide notice to the Guild at the same time notice is given to the employee(s). Such notice shall include the department(s), position(s), number of employees involved and the basis for position elimination or reduction in staff. The term "position(s)" for the purposes of this Article XVI means job title(s) of the affected employees irrespective of classification within the job title (e.g., Broadcaster would include all Broadcasters within the affected Language Service(s)). Jobs that do not require particular language skills, i.e., Administrative Assistant and Researcher, would be pooled together regardless of Language Service.
3. Once a determination has been made that a position will be eliminated or a reduction in staff will occur, RFA will accept voluntary resignations from any of the affected employees whose position(s) will be eliminated in order of seniority with the most senior employee getting preference. Such employee(s) will be eligible to receive severance pay to the extent and in the amount provided, if any, in Article XIX of this Agreement, but only if they submit their resignations in writing within ten (10) working days from the date on which RFA announces to employees that it has determined that a position(s) will be eliminated or a reduction in staff will occur and only up to the number of positions identified by RFA for elimination or reduction. Thereafter, RFA will select the employee or employees in the positions that will be eliminated based upon the following objective criteria: (1) the operational needs of the particular Language Service(s) involved which includes, but is not limited to, an employee's present ability to perform the remaining job(s), which is recognized as a threshold requirement, and an employee's prior work experience at RFA; (2) the employee's overall performance ratings in the three most recent annual performance evaluations; and (3) the relative seniority of the affected employees. For the purposes of this Paragraph 3(2), an employee's overall performance rating will be determined as follows: (a) for employees who have had three (3) or more years at RFA, the numerical average will be calculated by adding the overall performance rating from the three (3) most recent performance evaluations and dividing by three; (b) employees who have had fewer than three (3) years at RFA will be credited with a three (3) for each year short of the three (3) years (except as covered by (c) below), and that will be added to any overall annual performance evaluation(s) they have

received and divided by three (3); (c) an employee with three (3) or fewer years at RFA who does not receive an annual performance evaluation in any of those years he/she has worked at RFA shall be credited with a three (3) for the years in which an annual performance evaluation was not given. Seniority shall control the order of staff elimination or reduction within a job classification, beginning with the employee(s) with the least seniority, except where a more junior employee is demonstrably superior to other affected employees as measured by the above three standards.

4. An employee whose position has been eliminated as a result of a position elimination or reduction in force shall be able to apply to transfer to another bargaining unit position that is open and has not been eliminated by RFA and for which the employee has the requisite skills and is qualified. For the purposes of this paragraph, an employee's prior experience and work performance at RFA and annual performance evaluations shall be used to measure the employee's skills and qualifications. Where the qualifications and skills of applicants for such positions are substantially equal, RFA agrees to appoint the applicant with the greatest seniority. Upon transfer, the employee shall be required to complete a ninety (90) day probationary period which may be extended for an additional ninety (90) days by RFA upon written notice to the Guild. At the conclusion of the probationary period, the employee shall be confirmed in the position and shall be paid at a salary grade and step commensurate with the employee's demonstrated skills, qualifications and abilities.
5. Employees who are dismissed as a result of position elimination or reduction in force shall be placed on a rehiring list for up to three (3) years. Each employee on the rehiring list shall provide a current address to RFA. RFA agrees to notify each such employee in writing at the last address provided by the employee of any opening in a position in which the employee previously worked and for which the employee is qualified, and said employee shall have ten (10) days from the mailing of said letter to apply for such open position. An employee from the rehiring list who is rehired under the terms of this paragraph shall be paid at a rate for the salary classification into which the employee is rehired.

## **ARTICLE XVII**

### **Salaries**

1. Appendix A reflects the minimum and maximum annual wages within the Pay Bands for Broadcasters at Levels I, II and III, and for all other

bargaining unit members in Grades 4 through 6. RFA shall make the following wage adjustments during the term of this Agreement:

a. Effective January 31, 2008:

- (1) Within ten (10) days after commencement of this new collective bargaining agreement, each bargaining unit employee shall receive a wage increase equal to four percent (4%), retroactive to the beginning of the first full bi-weekly pay period in 2008.
- (2) At the commencement of the first bi-weekly pay period after July 1, 2008, each bargaining unit employee shall receive a one (1) time cash award of \$500.

b. Effective January 2009:

- (1) Within ten (10) days after the effective date of the applicable BBG FY2009 authorization for RFA wage increases ("authorization"), each bargaining unit employee shall receive a salary adjustment equal to the authorization (stated as a percentage above then-current wages for each bargaining unit employee) plus one percent (1%), retroactive to the effective date of the authorization.
- (2) In February 2009, each bargaining unit employee shall be eligible to receive a one (1) time cash award based on the employee's last annual performance review. The amount of funds distributed for such awards shall be equal to one percent (1%) of the total salaries of all bargaining unit employees as of December 31, 2008.

c. Effective January 2010:

- (1) Within ten (10) days after the effective date of the applicable BBG FY2010 authorization for RFA wage increases ("authorization"), each bargaining unit employee shall receive a salary adjustment equal to the authorization (stated as a percentage above then-current wages for each bargaining unit employee) plus one percent (1%), retroactive to the effective date of the authorization.
- (2) Effective January 30, 2010, but payable when funds become available to RFA, each bargaining unit employee shall be eligible to receive a one (1) time cash award based on the employee's last annual performance review. The amount of

funds distributed for such awards shall be equal to one percent (1%) of the total salaries of all bargaining unit employees as of December 31, 2009.

2. An employee who has reached the maximum of his or her respective Pay Band shall receive all increases, as calculated in 1.a., b., or c., above, in the form of a one (1) time cash payment.
3. Reclassification decisions will be made annually, subject to the operational needs of RFA, as part of annual performance evaluations and shall be subject to the grievance and arbitration procedures contained in this Agreement. Prior to any grievance and arbitration on matters of job reclassification, the Guild and RFA agree that there will be a period of ninety (90) days within which the parties may discuss and attempt to resolve any issues with regard to such reclassification decisions. The time limit for submission of a grievance in Article X, Grievance Procedure, Paragraph 2, shall be stayed until the completion of said ninety (90) day period. Any relief given pursuant to such a grievance shall be prospective only and be limited to a reclassification.

## **ARTICLE XVIII**

### **General Wage Provisions**

1. Workweek. The workweek shall be five (5) days of eight (8) hours, Sunday through Saturday. Full-time employees shall be provided with a paid one (1) hour lunch break scheduled as consistent with the operational needs of the employee's Language Service. No employee shall be paid for a lunch hour on a day that the employee has not actually worked.
2. Overtime. Non-exempt employees who are eligible for overtime pay under applicable wage and hour laws shall receive pay for all hours actually worked in excess of forty (40) in a work week at the rate of time and one-half their regular hourly rate of pay. In order to receive pay for overtime hours, the overtime must be authorized in advance by the eligible employee's immediate supervisor. Any paid leave time shall not count toward hours worked for purposes of calculating overtime.
3. Sixth and Seventh Day. Exempt employees who are required to work a sixth and/or a seventh day in any one workweek shall be paid their calculated straight time hourly pay rate for all hours worked in excess of five (5) days in that workweek. Paid leave time shall not count for purposes of determining the number of days worked in a workweek.

4. Rest Periods. Full-time employees shall be provided with two (2) paid rest periods of twenty (20) minutes in length per eight hour day which shall be counted as time worked. Rest periods shall be provided, to the extent possible, in the middle of work periods consistent with the operational needs of the employee's Language Service. Employees must not be absent from their respective work stations beyond the allotted rest time.
5. Payment. Employees shall be paid biweekly.
6. Shift Differentials. Employees who are required to work regularly scheduled hours between 9:00 PM and 6:00 AM shall be paid a differential equal to ten percent (10%) of their calculated base hourly rate of pay for such hours. In order to be eligible to receive a shift differential, the hours worked must be authorized in advance by the eligible employee's immediate supervisor.
7. Notice to Guild. RFA shall notify the Guild in writing within five (5) working days of any change in an employee's job title or salary.
8. Time spent on authorized leaves of absences under this Agreement shall count toward length of service for purposes of calculating benefits under this Agreement that depend in whole or in part on an employee's length of service with RFA.

## **ARTICLE XIX**

### **Severance Pay**

Employees whose employment is terminated by involuntary layoff shall be eligible to receive severance pay calculated in accordance with BBG guidelines, but no less than one (1) week at the employee's salary at the time of termination, provided that each such employee execute a full and complete release of all claims relating to their employment and the termination of their employment. Employees who resign, retire, or who are discharged for just cause based on misconduct or violation of workplace rules as provided in Article IX in this Agreement shall not receive any severance pay, except as provided in Article XVI, Job Security. Notwithstanding any of the above provisions, employees who are terminated for poor performance or who resign, retire or whose employment is terminated pursuant to Article XVI, Job Security, shall have full contractual rights to grieve and arbitrate contractual issues regarding their layoff/termination. No employee will receive any severance payment without executing a full and complete release of all legal claims relating to their employment and the termination of their employment.

## **ARTICLE XX**

### **Retirement Plan**

1. RFA agrees to make available to eligible employees the Radio Free Asia Defined Contribution Retirement Plan, operated under Section 403(b) of the Internal Revenue Code. Employees shall become eligible for participation in said Plan on the first of the month following the completion of ninety (90) days of employment.
2. RFA shall contribute monthly an amount of up to nine and one-quarter percent (9¼%) of an eligible employee's W-2 wages (or the rate contributed for non-Guild employees, whichever is higher) in accordance with the following schedule: If the employee contributes one percent (1%), RFA will contribute four and one-half percent (4½%). If the employee contributes two percent (2%), RFA will contribute five and one-half percent (5½%). If the employee contributes three percent (3%), RFA will contribute six and one-half percent (6½%). If the employee contributes four percent (4%), RFA will contribute nine and one-quarter percent (9¼%) (or the rate contributed for non-Guild employees, whichever is higher). Employees shall be able to contribute additional amounts allowed by law and have such contributions deducted from their bimonthly paychecks.
3. RFA shall provide the Radio Free Asia Post-Retirement Medical/Life VEBA Trust for post-retirement medical and life insurance for eligible employees.

## **ARTICLE XXI**

### **Part-Time Employees**

1. A part-time employee is an employee who works regularly but less than full-time.
2. Part-time employees shall be paid on an hourly basis equivalent to the minimum salary provided in this Agreement for full-time employees working in the same position/classification and shall receive increases in salary on the same basis as full-time employees.

## **ARTICLE XXII**

### **Health Insurance**

1. During the term of this Agreement, RFA agrees to provide medical, dental and vision care insurance benefits to eligible full-time employees, including dependants, who elect such coverage in one of the following: (1) a point of service (POS) plan, or (2) an HMO plan.
2. RFA agrees to contribute seventy-five percent (75%) of the applicable premium and the employee's contribution to the premium shall be twenty-five percent (25%).
3. All insurance coverage provided pursuant to this Article XXII shall be in accordance and subject to the terms and conditions in the agreement between RFA and the applicable insurance carrier.
4. RFA agrees that a designated member of the Guild bargaining unit shall be included on the RFA Health Insurance Renewal Committee ("Committee"). The Guild understands that the limited role of this Committee is to examine, when called upon from time to time by RFA management, bids and coverage criteria received at RFA's request from insurance companies or brokers in connection with health insurance for Guild bargaining unit members, and to convey such information to RFA management. The Guild understands and agrees that all decisions concerning health insurance for Guild members remain exclusively with RFA management, consistent with the other terms of this Article. The Guild shall notify RFA in writing on the effective date of this Agreement, and thereafter annually on October 1 of each year, of the member who will be included on the Committee. Such member shall be responsible for his or her assigned work and shall not be excused from completing his or her work on account of attending Committee meetings or activities. Committee meetings will be scheduled when needed and may proceed in the absence of any Committee member(s) unable to attend. Any dispute concerning the Committee or its activities shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement.

## **ARTICLE XXIII**

### **Life Insurance**

1. Regular full-time employees shall be eligible to participate in a group life insurance plan provided by RFA at RFA's expense that provides a life insurance benefit to a designated beneficiary(ies) of two (2) times the

employee's base salary at the time of the employee's death up to a maximum benefit of Two Hundred Thousand Dollars (\$200,000). Regular full-time employees shall be permitted to purchase additional life insurance for themselves at their own expense to the extent permitted by the insurance carrier.

2. In addition, RFA shall provide for employees on assignment outside of the United States an accidental death benefit of no less than One Hundred Thousand Dollars (\$100,000), to be paid in addition to the life insurance benefit provided in Paragraph 1 of this Article XXIII.
3. Any insurance benefit provided pursuant to this Article XXIII shall be in accordance with the requirements, terms and conditions of the insurance carrier selected by RFA.

## **ARTICLE XXIV**

### **Holidays**

1. The following days are recognized as paid holidays at RFA: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas Day.
2. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. An employee required to work either the actual holiday or the observed day shall receive holiday work pay per this Article XXIV, but not for both days.
3. Holiday pay shall be eight (8) hours pay based on the employee's calculated straight-time pay on the date the holiday is taken. An employee required to work on any holiday shall receive holiday work pay in addition to his or her regular calculated straight-time pay for hours worked on that day. Employees required to work five (5) days, but not the holiday, during a holiday week shall receive, at their option, an extra eight (8) hours pay or one (1) day in lieu of holiday to be taken within fourteen (14) days as mutually scheduled by the employee and RFA .
4. An employee may substitute any recognized religious, cultural or national holiday personal to that employee for any of the holidays listed above; provided, however, that the employee notifies his or her immediate supervisor, when working the RFA holiday, what personal religious, cultural or national holiday the employee intends to substitute, and that the employee again notifies his or her supervisor ten (10) working days

prior to taking the personal religious, cultural or national holiday. The substituted-for holiday shall be considered a regular work day.

5. On days that the Federal Government is closed for the entire day due to unscheduled reasons including but not limited to weather closures, employees who are scheduled to work on that day shall be granted administrative leave with pay. Employees who are required to work and come to work on such days shall receive one (1) day paid administrative leave to be taken within fourteen (14) days as mutually scheduled by the employee and RFA.
6. Employees who are otherwise scheduled to work and who do not work on days that the Federal Government adopts a "liberal leave" schedule shall be charged with a vacation day.

## **ARTICLE XXV**

### **Vacations and Floating Days Off**

1. Each full-time employee shall be eligible to earn a total of fifteen (15) vacation days per year as described in this Article XXV. After five (5) years of full-time employment with RFA, each full-time employee shall be eligible to earn a total of twenty (20) vacation days per calendar year. After ten (10) years of full-time employment with RFA, each full-time employee shall be eligible to earn a total of twenty-five (25) vacation days per calendar year.
2. Vacation time may be taken in increments of one (1) hour.
3. Vacation days shall be paid as eight (8) hours based on the employee's calculated straight time pay rate on the date the vacation day is taken. Where vacation is taken in less than full day increments, vacation pay shall be proportional to the hour(s) of vacation time taken.
4. Eligible employees shall accrue vacation days in accordance with the following schedule:
  - For 15 days, 4.62 per pay period;
  - For 20 days, 6.15 per pay period;
  - For 25 days, 7.69 per pay period.

Vacation days may be used as they are accrued.

5. Part-time employees shall accrue vacation days on a pro-rata basis proportional to their hours of work.

6. Employees shall notify their supervisor that they are taking vacation as far in advance as possible, but in no event less than two weeks, depending on the operational needs of the employees' Language Service. Vacation days shall be approved in accordance with the operational needs of the employees' Language Service, the order in which requests are made and the relative seniority of affected employees.
7. Eligible employees may carry over up to 240 hours of earned but unused vacation days after December 31 of each calendar year.
8. Any earned but unused vacation days up to 240 hours shall be paid upon termination of employment at the employee's rate of pay at the time of payout.
9. Employees shall be permitted, upon approval by RFA, to donate up to sixteen (16) hours per year of accrued but unused vacation to other bargaining unit employee(s) when those employee(s) have exhausted their sick leave and require additional sick leave due to a life-threatening illness requiring prolonged recovery or treatment.
10. Each bargaining unit employee shall be entitled to two (2) personal ("floating") days of leave per calendar year, on days of the employee's choice as mutually scheduled by the employee and supervisor with at least fourteen (14) days' advance notice by the employee, approved in accordance with the operational needs of the employee's Language Service. Unused floating days may not be carried over into successive calendar years, and are not converted to pay upon termination of the employee's employment.

## **ARTICLE XXVI**

### **Sick Leave**

1. Each full-time employee shall be eligible to accrue and use a total of thirteen (13) days of Sick Leave per calendar year for periods of temporary absence due to illnesses or injuries, or doctors' appointments for the employee and/or immediate family members (spouse, domestic partner, child or step-child, parent).
2. Sick Leave shall be paid as eight (8) hours pay based on the employee's calculated straight time pay rate as of the day the Sick Leave is taken.

3. Sick Leave shall accrue at a rate of four (4) hours per pay period for each full-time employee. Part-time employees shall accrue Sick Leave on a pro-rata basis proportional to their hours of work.
4. Each employee may use Sick Leave as it is accrued. To take Sick Leave, employees shall request advance approval from their supervisors as follows: (1) for unplanned Sick Leave, an employee shall notify his/her supervisor as soon as he/she knows he/she will be unable to work, but no later than the scheduled start of the employee's workday for each day of absence. The employee shall contact his/her direct supervisor on each additional day of absence; and (2) for planned Sick Leave, an employee shall obtain his/her direct supervisor's approval at least the day before the leave is taken. Sick Leave may be taken in increments of one (1) hour.
5. Before returning to work from a Sick Leave absence of three (3) consecutive workdays or more, an employee must provide, when requested, a note from his/her doctor stating the reason(s) why the employee cannot or could not work and the expected date of return to work. In instances where a pattern of Sick Leave is apparent to RFA, RFA may request medical verification for the absence. RFA will notify the Guild in writing of any requests for a note and/or verification made pursuant to this Paragraph.
6. Eligible employees may carry over accrued but unused Sick Leave after December 31 of each calendar year up to 480 hours. Carryover Sick Leave may be used for periods of temporary absence due to illnesses or injuries, or doctors' appointments for the employee and/or the employee's immediate family members (spouse, domestic partner, child or step child, parent).
7. Employees who have accrued 480 or more hours of sick leave shall be permitted, upon approval by RFA, to donate up to sixteen (16) hours per year of accrued but unused sick leave in excess of 480 hours to other bargaining unit employees who have exhausted their sick leave and vacation leave and require additional sick leave because of disability due to pregnancy.

## **ARTICLE XXVII**

### **Bereavement Leave**

Each employee shall be granted up to five (5) consecutive work days paid leave due to the death of an immediate family member, plus an additional two (2) days paid leave if the deceased family member lived in Asia at the time of

their death and if the employee travels to Asia for the funeral . For the purposes of this Article, “immediate family member” shall consist of employee’s spouse, domestic partner, child or step-child, siblings or parent. The pay shall be at the rate of the employee’s calculated straight time pay rate as of the date(s) Bereavement Leave is taken. Employees who wish to take Bereavement Leave shall notify their direct supervisor as soon as possible prior to taking the leave. Verification may be required by RFA.

## **ARTICLE XXVIII**

### **Jury Duty Leave**

Each full-time employee shall be granted Jury Duty Leave in accordance with the District of Columbia Code. Employees summoned to Jury Duty shall be paid their full salary, less any amount received from the local jurisdiction for Jury Duty (except for transportation costs) for the length of time that they are required to serve provided that (1) they show the Jury Duty Summons as far in advance as possible to their supervisor and to the Human Resources Representative; and (2) report to work at the conclusion of the Jury Duty or whenever the court schedule permits.

## **ARTICLE XXIX**

### **Expenses**

1. Business Travel Expenses. RFA will reimburse employees for reasonable business travel expenses incurred while on assignments from the employee’s regular work location in accordance with RFA’s policy on business travel expenses in conformance with U.S. Government regulations.
2. Transportation. RFA will provide transit vouchers under RFA’s Transit Subsidy Program to full-time employees living in the Metro Washington D.C. area to cover the actual cost of their use of public transportation to commute to or from RFA’s office in Washington, D.C. not to exceed One Hundred Five Dollars (\$105.00) per month. Employees must comply with established requirements and guidelines, certify eligibility upon enrollment in the Transit Subsidy Program and upon receipt of the vouchers monthly, and submit a new Enrollment form when changes in status affect eligibility or the amount of transit vouchers needed during a quarter. Transit vouchers shall be used only to commute to and/or from work at RFA. Employees are prohibited from giving, selling, or otherwise conveying a transit voucher to another person or allowing the use of a

transit voucher by any other person. Any violation of the provisions of this Paragraph shall result in the permanent loss of this benefit.

## **ARTICLE XXX**

### **Working At Home**

Employees may be permitted to perform a portion of their work at home in the event of severe weather conditions or due to the exigencies of their work but only with advance request to and permission from their respective Language Service Director in each instance.

## **ARTICLE XXXI**

### **Bulletin Board**

1. RFA agrees to provide to the Guild for its exclusive use a locked, glass enclosed bulletin board located within the main kitchen area for the posting of Guild and other union related material pertaining solely to the bargaining unit. The bulletin board shall be the same size as the other bulletin boards located in the main kitchen area and shall remain locked at all times. The Guild shall designate no more than three (3) bargaining unit members who shall be exclusively responsible for posting and removing all notices on the bulletin board and ensuring that it remains locked at all times. Notices of Guild meetings or functions shall be removed within three (3) business days of the meeting or function
2. The Guild agrees that no notices shall be posted on the bulletin board that contain any material that is defamatory or obscene toward any employee of RFA or that is critical of RFA's statutory mission. The Guild agrees to indemnify RFA, its officers, managers, agents and employees against any claims regarding the content of any posting on said bulletin board. The bulletin board shall contain a permanent notation: "The Guild is solely responsible for all material posted in this bulletin board." The Guild agrees that RFA shall be permitted on its bulletin board to rebut the Guild's representations of RFA's positions.

## **ARTICLE XXXII**

### **Outside Activity**

Employees shall be free to engage in any activities outside of working hours, provided, however, that such activities shall not constitute a conflict of

interest for the employee or RFA or compromise RFA's broadcasting credibility, standards or mission.

### **ARTICLE XXXIII**

#### **Employee Integrity**

Employees shall not, and shall not be required to, write, process or prepare anything for broadcast or web publication in such a way as to distort any facts or to create an impression which the employees knows to be false.

### **ARTICLE XXXIV**

#### **Duration and Renewal**

1. This Agreement shall commence on the thirty-first (31st) day of January, 2008 and expire on the thirtieth (30th) day of January, 2010, subject to the sunset provisions contained in RFA's enabling legislation, and, subject to the provisions of any further enabling legislation regarding RFA, shall inure to the benefit of and be binding on the successors and assigns of RFA.
2. Within ninety (90) days prior to the expiration of this Agreement, either RFA or the Guild may send written notice to the other of its intention to modify or terminate this Agreement. Thereupon, the parties shall enter into negotiations for a new Agreement no later than seventy (70) days prior to the expiration date of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 4th day of February, 2008.

**RADIO FREE ASIA**

Libby Liu  
President

Norman Thompson  
Vice President of Administration

Bernadette Mooney Burns  
General Counsel

Alan Tanenbaum  
Director of Human Resources

**WASHINGTON-BALTIMORE  
NEWSPAPER GUILD, LOCAL 32035,  
THE NEWSPAPER GUILD-  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, CLC**

Karma Zurkhang  
Unit Chair

Liu Hong  
Unit Vice Chair

Paul A. Reilly  
Local Representative

APPENDIX A

**RADIO FREE ASIA**

BROADCASTERS PAY BANDS

	80%	95%	100%	105%	120%
	<b>Min</b>	<b>Mid</b>			<b>Max</b>
<b>L I</b>	52,800	62,700	66,000	69,300	79,200
<b>L II</b>	45,600	54,150	57,000	59,850	68,400
<b>L III</b>	38,400	45,600	48,000	50,400	57,600

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NON-BROADCASTER PAY BANDS

	<b>Min</b>	<b>Mid</b>			<b>Max</b>
<b>GRADE 4</b>	42,740	47,399	49,894	52,389	55,228
<b>GRADE 5</b>	47,441	51,653	54,372	57,091	61,302
<b>GRADE 6</b>	52,187	56,820	59,810	62,801	67,433