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AGREEMENT

between

WORKING FOR AMERICA INSTITUTE

and

WASHINGTON-BALTIMORE NEWSPAPER GUILD

July 1, 2002 through June 30, 2005
(*Extended through Dec. 31, 2006*)
(*Extended through June 30, 2009*)

November 2008 Update

WAI management accepted the Guild's proposal
to extend the prior contract and increase salaries as follows:

2.75 percent raise retroactive to Jan. 1, 2007
2.85 percent raise retroactive to Jan. 1, 2008
2.75 percent raise on Jan. 1, 2009

All other terms of the extended agreement are retroactive to Jan. 1, 2007.

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ARTICLE I: UNION RECOGNITION, SECURITY, AND PROBATIONARY PERIOD

Section 1

The Employer recognizes the Union as the exclusive collective bargaining agent to act on behalf of the National Office "professional" employees and "professional" Field Staff of the Employer whose positions are funded under the Employer's contracts with the United States Department of Labor and/or the Department of Education, and any other Federal or other governmental agency, non-profit organization, or labor organization. The bargaining unit will consist of all National Office "professional" and all Field Staff "professional" positions with the exception of the officers, managerial, supervisory, or confidential employees and the clerical staff of the Employer.

The parties to this Agreement intend that WAI officers, managerial, supervisory, or confidential employees and clerical staff not perform any bargaining unit work. Questions related to bargaining unit work will be brought to the attention of the Employer, and if such issues are not resolved informally, they shall be resolved in accordance with the provisions specified in Article IX of this Agreement.

Section 2

It shall be a condition of employment that all employees of the Employer in the bargaining unit referred to in Article I who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. All new employees shall on the thirty-first (31st) day following date of hire become and remain members in good standing in the Union. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws.

Section 3

All new employees covered by this Agreement shall be subject to a six (6) month probationary period. This period may be extended upon mutual Agreement between the Union and the Employer for a period not to exceed forty-five (45) additional days. During the probationary period, the Employer shall have the unlimited right to discharge a new employee, provided that on or before the sixtieth (60th) and on or before the one hundred-twentieth (120th) day of employment the progress of the new employee shall be evaluated and the Guild shall be notified in writing if any problem or problems appear to be developing.

Section 4

During the first thirty (30) days of employment, new employees in the National Office will be provided orientation and training about WAI's programs and National Office operations and procedures. Orientation for new field staff will take place on a case-by-case basis because of logistical concerns.

ARTICLE II: TERM - MODIFICATION

Section 1

The provisions of this Agreement shall become effective July 1, 2002, and shall remain in effect through June 30, 2005. Within 120 days before the expiration date of this contract, the Employer or the Union may initiate negotiations for a new agreement to take effect July 1, 2005. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new agreement before July 1, 2005, the new agreement shall be made retroactive to July 1, 2005.

ARTICLE III: CHECK-OFFSection 1

The Employer shall deduct from the salary of each employee each month and shall pay to the Union the first week of the following month, all dues or fees equivalent to dues and assessments levied by the Union for the current month provided the Employer shall have received from each employee on whose account such deductions are made, a written assignment.

Section 2

Deductions will commence on the first of the month after the thirty-first (31st) day of employment and receipt of the employee's written assignment.

Section 3

If, by reason of an employee's failure to earn sufficient salary to enable the Employer to deduct the full amount of dues and assessments pursuant to Section 1, of this Article III, the Employer will deduct such dues and assessments from the next pay period in which sufficient salary is earned.

Section 4

In the event an Employee is permanently transferred to work not covered by the Collective Bargaining Agreement, the written dues and assessment deduction assignment shall terminate immediately and the Employer shall so notify the union.

Section 5

Any Employee who has executed a written dues deduction assignment at any time during the fifteen (15) day period immediately prior to each contract anniversary date during the life of this Agreement may revoke the authorization by giving the Union and the Employer, by registered mail, postmarked within the fifteen (15) day period referred to above, notice of revocation of any checkoff authorization.

Section 6

A copy of the written dues assignment is attached hereto as part of this Agreement.

ARTICLE IV: NO DISCRIMINATIONSection 1

The Employer agrees that there shall be no discrimination with respect to any Employee because of his/her acting as an officer or in any other capacity on behalf of the Union.

Section 2

The Employer and the Union agree not to discriminate against any Employee because of his/her sex, sexual orientation, race, color, creed, age, disability, or national origin consistent with any and all applicable federal and state discrimination laws.

ARTICLE V: SENIORITY, LAYOFF, AND RECALLSection 1

The Employer subscribes to the seniority system and shall apply it in cases of increases or decreases of the work force, as the

primary consideration when other qualifications are relatively equal.

Section 2

The Employer shall prepare a seniority roster of Employees from existing personnel records on the first workday after July 1. The roster will include all Employees covered by this Agreement and the beginning date of uninterrupted and continuous employment. (Seniority shall accumulate as a result of time worked or otherwise given credit for by the agreement between the parties, from date of continuous employment as a regular full-time Employee.)

Section 3

Seniority shall commence from the original date of hire for probationary and replacement Employees upon placement as a regular full-time Employee.

Section 4

a. The Employer agrees to provide immediate notification to the Union when there is reason to believe that a reduction in force affecting members of the Union may be necessary as a result of a loss in funding or a reconfiguration of personnel. The Employer further agrees to maintain consultation with the representatives of the Union regarding negotiations with funding sources that may result in a reduction in force affecting members of the Union.

Employees notified of layoff shall be entitled to:

- (i) Flexible work schedules for job search, with schedules coordinated with supervisor to accommodate work demands;
- (ii) Two (2) months of COBRA premium payments;
- (iii) Financial assistance up to \$1000 for outplacement services;
- (iv) Job search assistance – use of office, fax, telephone and computer.

b. In the event of a layoff, WAI shall provide the Union with three (3) weeks notice in advance of notice to the affected employees when possible. On request, WAI shall meet with the Guild within that three-week (3) period to discuss the layoff. After such consultations with the Guild, WAI will provide affected Employee(s) with at least (60) days notice when possible. WAI will provide the Union with the name(s) of the Employee(s) scheduled for layoff.

c. Displacement

1. An Employee identified for layoff will be given the opportunity to displace bargaining unit employees with less seniority, provided the employee identified for layoff has the ability and qualifications required to perform the job with reasonable orientation designed to assist the employee. Any employee displaced under this subsection shall be provided at least sixty (60) days' notice when possible.

2. As per Section 1 of this Article, the Employer shall determine whether an individual has the skills to replace a worker with less seniority. If the Employer has determined displacement rights which require relocation of an Employee and funds are not available for this purpose, the Employee may elect, at his or her own expense, to relocate in order to exercise displacement rights.

3. Any disputes regarding displacement rights, if not resolved informally, shall be resolved in accordance with provisions specified in Article IX (Grievance) of this Agreement.

d. Recall

1. The Employees who are laid off as a result of reduction in force or the closing of an office shall maintain exclusive recall rights for any vacancies in positions which are the same or substantially similar to that which was previously held and shall be given priority consideration for any other positions covered by this Agreement for the period of two (2) years.

2. Additionally, assuming they have the ability and qualifications required to perform the work with reasonable orientation designed to assist the employee, individuals on the recall list shall be offered work prior to the hiring of temporary or part-time employees or using consultants who would not have been

hired in the absence of the layoff, except where such employment for a temporary or part-time employee or contracting with a consultant is for less than one (1) month or where time constraints make such recall impractical.

3. Moreover WAI may hire temporary employees, part-time employees and consultants to perform work pending the completion of the recall process set forth in subsection d.2 above.

4. Offers of recall shall be made by certified mail to the last address the Employee has provided to WAI. Recall rights shall be relinquished if the Employee does not (a) accept the comparable position offered within two (2) weeks after the receipt of the offer and (b) agree to return to work within two (2) weeks after accepting the position offered.

e. Time spent on a recall list by a laid off employee shall not constitute a break in continuity of service and seniority.

f. No pension credits and no seniority will be earned while an Employee is on layoff.

ARTICLE VI: JOB POSTINGS AND APPLICATIONS

Section 1

When vacancies occur in positions covered by this Agreement, or when new positions are created, notices of such vacancies shall be sent to the Chairperson(s) of the Guild prior to being posted on the bulletin board of the National Offices for seven (7) working days. Such vacancy notices shall be e-mailed to employees working in field offices. Vacancies will not be advertised to non-employees until the expiration of this seven (7) day posting period. Consideration for promotion or appointment to a new or vacant position shall be given to members of the bargaining unit in compliance with Article V (Seniority, Layoff & Recall) , Section 4.

Section 2

Applications by Employees in the bargaining unit for a vacant or new position shall be made out in duplicate. The original shall be sent to the Executive Director of WAI and a copy shall be submitted to the Chairperson(s) of the Guild no later than the close of business on the tenth (10th) working day after notice of such vacancy or new position is provided the Chairperson(s) of the Union and posted on the bulletin board of the National Offices pursuant to Article VI, Section 1. The Employer shall consider applications by and interview bargaining unit employees before considering outside applicants. All applications shall be considered upon the basis of qualifications.

Section 3

When a vacancy or new position occurs within the bargaining unit and more than one qualified bargaining unit Employee applies, seniority shall be given primary consideration when qualifications are relatively equal, as set forth in the job description. Qualifications shall be determined by the Executive Director. Any disputes regarding this section, if not resolved informally, shall be resolved in accordance with the provisions specified in Article IX (Grievance) of this Agreement.

Section 4

When the Employer determines that none of the Employees entitled to the rights described in Article VI, Section 2, are qualified for a vacancy, or new position, it may be filled pursuant to procedures established by the Employer, provided, however, that such qualifications are applied equally to all candidates. If a decision is made not to hire from within, the Employee who applies and the Union will be notified in writing of the reasons for such decision.

Section 5

Employees covered by this Agreement who wish to be considered for vacant or newly created non-bargaining unit positions may apply for such vacant and/or newly created positions within ten (10) days from the date of the announcement of the vacancy or newly created position. The Employer shall make every effort to employ from within.

Section 6

a. An Employee promoted or transferred under this Article shall have a trial period of ninety (90) days, which period may be extended by agreement with the Guild.

- b. The Employer's evaluation of the Employee shall be discussed with the Employee no less frequently than after one (1) month and two (2) months.
- c. During the first fifteen (15) working days of the trial period, the Employee may elect to return to the position from which promoted or transferred without penalty or prejudice.
- d. At the end of the trial period, the Employee shall be confirmed in the position unless the Employee has been unable to perform the duties of the job in the opinion of the Employer. If during the trial period the Employee is unable to perform the duties of the new position satisfactorily in the opinion of the Employer, the Employer may place the Employee in his or her previous position or in a comparable position, without penalty or prejudice.
- e. If an Employee returns to the position from which promoted or transferred, under subsections (c) or (d) above, the Employee shall receive the salary that he or she would have received had the Employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the Employee's previous position. If placed in a comparable position, under subsection (d) above, the Employee shall suffer no reduction in pay and will receive future increases as if retained in his or her previous position.

ARTICLE VII: JOB DESCRIPTIONS

Section 1

- a. The Employer will provide each Employee, at the time of employment, a job description of the duties and responsibilities, which the Employee is expected to perform; a copy of the job description will be maintained in the Employee's personnel file.
- b. Upon Employee's request, the job description shall be reviewed annually with the affected Employee(s), the immediate Supervisor and Union Representative. The Employer may also initiate such a review.

Section 2

- a. When there is a change in focus or a significant change in job duties of an Employee, before the job description is revised, the Union and the affected Employee will be notified and given the opportunity to discuss the proposed revisions prior to the implementation of the revised job description.
- b. When a revised job description reflects that an Employee's job responsibilities have increased in such a manner as to justify an upgrading of the position, the Union shall be consulted and given the opportunity to review the new classification and rate of pay prior to implementation. Upon such reclassification, a copy of the job description will be provided the Employee and the Union and maintained in the Employee's personnel file.

ARTICLE VIII: EMPLOYMENT, DISCIPLINE, AND DISCHARGE

Section 1

Discipline and discharge shall be for just cause. Except in any instances requiring immediate discharge for cause, the Employer shall not discharge any Employee, unless a minimum of three (3) written warning notices are issued to the Employee, clearly stating the reason for this intended action. Discipline or discharge may be initiated simultaneously with the issuance of the third warning notice. The third warning notice must be received by the Employee within eighteen (18) months after the issuance of the first notice in order to constitute a basis for discharge. The Employer agrees that sufficient time and opportunity will be given to any Employee who receives a warning notice to correct a situation(s), except where disciplinary or discharge action was taken simultaneously with the final warning notice. The Employer further agrees that, if at the time of warning there exists more than one (1) reason for warning an Employee, they will all be contained within one (1) warning notice.

Section 2

The Union Chairperson(s) shall receive simultaneous written notice of a warning notice to an Employee or discharge of an Employee.

Section 3

When the Employer finds it necessary to give an Employee a final warning, the Union Chairperson(s) shall receive, in writing,

simultaneous notification.

Section 4

The Employer shall give two weeks' notice when terminating a permanent Employee, except in instances requiring immediate discharge for cause. In such instances the Employer will indicate cause for termination.

Section 5

Any Employee who has been disciplined or discharged, and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and will be compensated for any loss of wages, unless determined otherwise. Any complaint relative to a disciplinary action or discharge must be filed with the Employer within twenty-five (25) days of the time that the Chairperson(s) of the Union is notified of such action or the matter will be considered closed.

Section 6

All letters containing derogatory notations shall be removed from employees' files eighteen (18) months after issuance. This section does not apply to performance evaluations.

ARTICLE IX: GRIEVANCES

Section 1

A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter covered by this Agreement, or practice thereunder, including wages, working conditions, or benefits, or the interpretation or application of this Agreement. A grievance shall be presented within twenty-five (25) days of the action giving rise to the complaint, or within twenty-five (25) days of when the complaining party first reasonably shall have become aware of the action. Otherwise, it shall not be considered a grievance within the meaning of this Article. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek.

Section 2

Any Employee may discuss any matter with his/her supervisor without invoking the formal grievance procedure provided for in Article IX.

Section 3

Any Employee who believes he/she is facing disciplinary action and/or possible discharge, may have a steward or an officer of the Union present during any discussion with the Employer relative to the reasons the Employer feels that its actions are justified.

Section 4

The Employer agrees to meet with the Union's grievance committee within ten (10) working days after request for such meeting to discuss any grievance, except that the ten (10) day period may be extended to fifteen (15) working days at the request of either party or, by mutual agreement, the period may be extended beyond fifteen (15) working days. The Employer shall respond in writing within thirty (30) days of the initial meeting. Failure to do so shall affirm on behalf of the Union with prejudice to the Employer.

Section 5

Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this contract), including a question of whether or not a matter is arbitrable, not satisfactorily settled within thirty (30) days of its first consideration may be submitted to final and binding arbitration by either party within forty-five (45) days after the Employer's response pursuant to Section 4 of this Article. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at anytime on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. The costs of such arbitration shall be borne equally by the parties, except

that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Section 6

Failure of either party to comply with the time limits set forth above will serve to discharge the grievance as settled in favor of the other party and no further action may be taken. However, the time limits set forth above may be extended by written mutual agreement.

Section 7

No Employee will be discriminated against, or in any manner disciplined, because of his/her filing of a grievance pursuant to the provisions of this Agreement.

Section 8

Grievances shall specify the contract article violated and the remedy sought.

ARTICLE X: VACATION

Section 1

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

- (1) Employees accrue vacation at the rate of one (1) day per month of service during the first calendar year of their employment;
- (2) After one (1) year, twelve days,
- (3) However, Employees hired with five (5) or more years of labor-related employment or labor-related experience and who had two (2) or more weeks of vacation annually in the job the Employee held immediately prior to WAI employment shall receive seventeen (17) days after completing one (1) year of continuous service until they complete eight (8) years of continuous service;
- (4) After three (3) years, seventeen (17) days;
- (5) After eight (8) years, twenty-two (22) days;
- (6) After eighteen (18) years, twenty-seven (27) days;
- (7) After twenty-five (25) years, thirty-two (32) days.

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

c. Vacation days under this Article include the two (2) floating holidays.

Section 2

It is the policy of the Employer to have vacation used in the year in which it is earned. However, employees will be permitted to carry over one (1) full week (35 hours) of accrued and unused vacation time into the next calendar year. The carryover week must be used by June 30th of the following calendar year or be forfeited. Requests to carry over more than 35 hours of vacation time must be made by September 1st of each year (for example, by September 1, 2003 to carry over more than 35 hours into 2004) or upon the cancellation of a scheduled vacation due to work or serious illness.

Section 3

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

Section 4

Employees may take vacation for which they are eligible in any increments subject to the prior approval of the Executive Director or his/her designee, but Employees in a two (2) or more person office shall have preference in accordance with seniority.

Section 5

Accrued vacation may not be taken until the Employees have been with WAI for six (6) months. The provisions of this section shall not contravene the provisions of Section 2 of this Article.

ARTICLE XI: HOLIDAYS

Section 1

The Employer shall allow time off with pay for holidays selected from among those observed by the AFL-CIO, Unions, Councils, or State Bodies providing office space for the respective WAI office: The number of holidays observed shall be consistent with National AFLCIO Policy. Employees shall be granted any additional holiday time off instituted by the National AFL-CIO. Christmas Eve will be observed as a holiday.

Section 2

When and if a regular holiday falls on a Saturday, the preceding Friday will be observed, and if a regular holiday falls on a Sunday, the following Monday will be observed.

ARTICLE XII: LEAVE AND TIME-OFF

Section 1

Employees inducted into the Armed Forces shall accumulate seniority, retain all rights and privileges and, upon return, be reinstated in their former positions or comparable ones, provided applications are made within three (3) months after discharge.

Section 2

Employees shall be provided leave and receive regular pay without reduction for required jury service and for service resulting from subpoena by any court of competent jurisdiction.

Section 3

During required military service for those who are members of military units reactivated for emergency duty (such as special riot duty) for a period not to exceed two (2) weeks, supplemental pay from the Employer which, when combined with any pay received by the Employee for such military service or emergency military duty, shall equal the total regular salary which would have been received from the Employer during the same period of time.

Section 4

Employees who are eligible voters shall receive sufficient time off without reduction in pay to vote on election days, not to exceed two (2) hours.

Section 5

The Employer agrees to grant a leave of absence without loss of seniority, but without pay, for a period not to exceed three (3) years to any Employee(s) who is/are elected, selected or appointed for a union office which would involve full-time employment by any Local or International Union affiliated with the AFL-CIO, by the National AFL-CIO, or by the Union. The Employer recognizes the Employees covered by this Agreement may be named for selection or appointment to state or local AFL-CIO positions and the Employee may accept such appointment with the foregoing provisions. Pending consideration and approval by the Employer, this period may be mutually extended. The Employer will not be required to reinstate any Employee(s) on leave whose position(s) has/have been terminated as a result of programmatic or administrative restructure in compliance with WAI's contractual obligation or responsibilities, subject however, to Article V (Seniority, Layoff & Recall), Section 1 of this Agreement. Replacement Employees hired to replace staff on leave shall be terminated upon the return to work of the regular Employee, provided the regular Employee returns to work within the three-year period or the period of extension. Replacement Employees shall receive written notice of this provision upon their employment.

Section 6

An Employee, on the birth or adoption of his/her child, or the gaining of a foster child, shall be permitted to take child-rearing leave of up to six (6) weeks with pay. In addition to or in lieu of the foregoing, an Employee, upon his/her request, shall be granted up to five (5) months of unpaid leave of absence for child-rearing purposes, with such leave to begin not earlier than the date of birth or adoption of the Employee's child or gaining of a foster child. Such leave both must commence and be used within the first year of acquiring a child. Paid parental leave need not be taken consecutively. However, the scheduling of such nonconsecutive leave shall be mutually agreed upon in advance between the Executive Director and the Employee. Unpaid parental leave, if taken, shall be taken consecutively, and the Employee shall notify the Executive Director in writing in advance. The written notice shall indicate the approximate dates of the leave.

Section 7

Leave of absence without pay for emergency illness shall be granted for a period of three (3) months, which, for justified reasons, may be extended for a period not to exceed one (1) year. This period may be mutually extended. Such Employees shall accrue seniority and shall be restored to their former jobs with all rights and privileges.

Section 8

The Chairperson(s) of the Union, and/or one (1) Employee designated by the Union shall be allowed time off with continuation of salary to negotiate or service this Agreement at the WAI national headquarters or other site when another site is mutually agreed to by the Employer and the Union. It is further agreed that both parties to this Agreement will keep lost time to a minimum. When necessary the Employer will allow the Union to make lost-time reimbursement to WAI for Union officers or members to perform official Union business. Any time off from normal WAI duties will require prior approval.

Section 9

Compassionate leave will be given Employees in the event of a death in the family as follows: five (5) days' compassionate leave for spouse, mother, father, sister, brother, daughter, son, grandmother, grandfather, grandchild; three (3) days' compassionate leave for stepmother, stepfather, mother-in-law, father-in-law, foster parents, significant others, son-in-law, daughter-in-law, or any blood relative living under the same roof as the employee, and one (1) day of compassionate leave for any other blood relative. In addition, necessary time off for travel may be granted upon request of the Employee when such additional time is warranted. Employees shall be allowed one (1) day of compassionate leave with pay for the death of a co-worker at WAI. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents. Domestic partner is defined in Appendix A to this Agreement.

Section 10

Employees shall be permitted a minimum of sixteen (16) work weeks of family leave during any twenty-four (24) month period, without pay but without loss of seniority and benefits, to care for a family member or significant other of the Employee, as defined by D.C. law, who has a serious health condition, as defined by D.C. law. For the purposes of this section, the twenty-four (24) month period shall commence on the first day of the Employee's leave. Notwithstanding the provision of the Family Medical Leave Act (FMLA), the Employer shall not require an Employee to substitute any paid leave earned under this Agreement for unpaid leave taken under FMLA. The Employee taking leave to which he or she is entitled under the FMLA may substitute, at the Employee's discretion, any paid leave earned under the Agreement for any unpaid FMLA leave taken by the Employee. The Employee shall notify the Employer in advance when taking such leave, except in the event of an emergency.

Section 11

Employees shall be permitted to use up to six (6) days per year of their days of sick leave accrued under Article XIII (Sick Leave)--- to care, during a serious health condition, for a sick parent, spouse, child, other relative residing with the Employee, a person with whom the Employee shares or has shared within the last year a mutual residence and with whom the Employee maintains a committed relationship, or a person for whom the Employee is the primary caregiver. This sick leave may be used to care for an Employee's child during the child's illnesses, emergency medical appointments, unscheduled school closings, or parent-teacher conferences. This sick leave need not be consecutive. If an Employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the sick relative, person with whom the Employee shares or has shared within the last year a mutual residence, or person for whom the Employee is the primary caregiver for whom the Employee requests leave.

Any days of sick leave taken under this section shall not be counted for purposes of Article XIII (Sick Leave), Section 3.

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

Section 12

a. The Employer agrees to grant a leave of absence without loss of seniority, but without pay or benefits, for a period not to exceed one (1) year for employees to pursue higher education or complete work on an advanced degree if the following conditions are met:

(1) the employee has four (4) consecutive years of employment with the Employer immediately prior to the requested leave;

(2) the higher education or advanced degree is related to work performed by the Employer;

(3) the study is full-time;

(4) the educational program is conducted by a recognized non-profit college or university or by an educational institution accredited by nationally recognized agencies or associations;

(5) the employee provides the Employer with reasonable advance notice of the request for leave;

(6) the Employer is able to timely find a qualified temporary replacement for the employee; and

(7) the employee provides the Employer with a written commitment to work for the Employer for one (1) full year upon the employee's return from the leave.

b. The parties agree that the six (6) months specified in Article XXIX (Temporary and Part-Time Employees) Section 1 is inapplicable to a temporary employee hired to fill in for the employee on leave.

c. Benefits under Article XXIII (Education) shall not be available in connection with leave taken under this Section.

Section 13

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

Section 14

Authorized leave shall not interrupt the seniority of Employees.

Section 15

Any disputes regarding leaves shall be referred to the Labor-Management Committee for resolution. If the parties are unable to resolve the dispute, it shall be referred to a mutually agreeable third party within thirty (30) days. The resolution achieved through mediation will be binding on all parties.

ARTICLE XIII: SICK LEAVE

Section 1

Sick leave will be accrued at the rate of twenty-one (21) days a year. All unused sick leave is accrued and is not lost beyond the calendar year.

Section 2

a. In order to be eligible for sick leave for an absence due to illness, unless an emergency prevents such notification, Employees shall notify their supervisor or his or her designee by 9:30 a.m. on the day of such absence.

- b. Employees shall notify their supervisor or his or her designee daily of their status while on sick leave unless the Employee has been otherwise instructed or has indicated that an extended period of sick leave is required.
- c. Employees shall provide their supervisor or his or her designee with as much notice as possible of sick leave scheduled in advance.
- d. An Employee who is absent for more than three (3) consecutive days due to illness may be required to submit a physician's certificate in support of the illness and its probable duration.

Section 3

Any Employee who uses four (4) days or fewer of sick leave based on the calendar year will be awarded four (4) additional personal holidays in the ensuing year. Any Employee who uses seven (7) days or fewer of sick leave based on the calendar year will be awarded three (3) additional personal holidays in the ensuing year. Any Employee who qualifies for personal holiday(s) will be notified on or about February 1 of each year, and must use the extra personal holiday(s) by the end of that calendar year.

Section 4

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

Section 5

In each year of the Agreement, the Employer will place four (4) additional sick leave days for each Employee in an individual sick leave account, which may be accrued up to a maximum of sixty (60) days, for the Employee to use for the period of time between exhaustion of regular accrued sick leave and the initiation of long-term disability. This leave may be used for a major illness or a major non-elective surgery, provided the Employee has exhausted all regularly accrued sick leave and accrued vacation leave.

Section 6

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

Section 7

An Employee who is eligible for long-term disability benefits is required to apply for such benefits at the earliest date on which the Employee is eligible. The Employee at his or her option may use accrued sick leave to make up the difference between long-term disability benefits and the Employee's base rate of pay.

ARTICLE XIV: WAGES

Section 1

Retroactive to July 1, 2002, each Employee on the payroll as of February 20, 2003 shall receive an increase of two percent (2%).

Section 2

Effective July 1, 2003, each Employee shall receive an increase of two percent (2%).

Section 3

Effective July 1, 2004, each Employee shall receive an increase of two and three quarters percent (2.75%).

Section 4

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

Section 5 - Position Descriptions and Grade Levels

a. Employees may request that their positions be reclassified to a higher grade when they can demonstrate that:

1. Significant changes in their duties have taken place that increase the level of skill, responsibility, and experience needed for the job, or that the duties of the position are significantly different from those in the job description; and
2. That the new level of skill, responsibility, and experience is comparable to that required of other job titles in the requested new grade.

b. Employees shall submit their reclassification request in writing through the Guild to the Executive Director, with a copy to the supervisor. The Executive Director shall consider the request and provide the employee and the Guild with a response within thirty (30) days. The Guild retains the right to grieve the denial of a reclassification request submitted under section b.

c. Managers also may request the reclassification of positions using the same criteria and process described in section a above. When such a reclassification is approved, the Executive Director shall notify the Guild.

Section 6 - Recognition Bonus

The Employer shall pay recognition bonuses, minus standard deductions, of \$200 upon ratification to all employees on the payroll as of ratification; \$200 on July 1, 2003 to all employees on the payroll as of that date; and \$200 on July 1, 2004 to all employees on the payroll as of that date.

ARTICLE XV: STAFF RETIREMENT AND SAVINGS PLAN

Section 1

All Employees covered by this Agreement shall participate in the AFL-CIO Staff Retirement Plan.

Section 2

All Employees covered by this Agreement may participate in the AFL-CIO 401 (k) Plan. The Employer will match 100 percent of an Employee's contributions up to one-half of one percent of the Employee's annual salary, with an annual floor of \$500 effective July 1, 2002 and an annual floor of \$550 effective July 1, 2003.

ARTICLE XVI: REIMBURSABLE EXPENSES

Section 1

Reimbursement of staff travel expenses shall be at the necessary authorized subsistence rate subject to established WAI policies and procedures and in accordance with provisions mandated by the respective program funding sources. Any proposed changes to reimbursable expenses during the term of this Agreement shall be negotiated with the Union except to the extent the changes are mandated by the funding source.

Section 2

When job duties require that an employee travel, the Employer will approve travel plans that take into account total costs of transportation and hardship placed on the employee. Generally the employee will not be required to take flights that require more than one transfer, unless airport location or airline service requires such a stop or the difference in total costs of transportation is significant.

Section 3

Employees will not be required to travel domestically between the hours of 12:00 a.m. and 4:30 a.m., and WAI will make every effort to assure its internal meetings at which staff attendance is required are scheduled so that weekend travel is not required.

ARTICLE XVII: INFORMATION TO UNION

Section 1

The Union shall be notified of any modifications and/or changes in job classification or wage rates and of new positions that come under this Agreement prior to the implementation of these items. The Union and individual Employees will be informed beforehand of the scope and nature of computer-user monitoring, if any. Upon request of either party the Employer and the Union shall discuss the use of data collected through such monitoring, if any.

ARTICLE XVIII: HEALTH, HOSPITALIZATION, AND LIFE INSURANCE PROGRAMS

Section 1

The Employer agrees to cover all Employees covered by this Agreement, their dependents and a person with whom the Employee maintains a committed relationship as defined by ULLICO under the same hospitalization and surgical programs presently in effect and as amended. The Employer agrees to cover all Employees covered by this Agreement under the same life insurance program presently in effect and as amended. The Employer and the Union agree that the benefits under this Article shall be maintained to the fullest extent permitted by law. The Employer and the Union agree that this provision is subject to renegotiation 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

The Employer agrees to provide coverage for all Employees under the Group Disability Income Benefit Policy at no cost to the Employee. Coverage will be provided up to 60 percent of basic monthly earnings to a maximum benefit of \$5,000 per month.

Section 3

The Employer will continue to provide all Employees who have terminated, the opportunity to continue health care coverage (on a self-pay basis) as required under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The Employer further agrees to provide any Employee terminated the opportunity to convert insurance coverage in accordance with applicable conversion procedures established by the health benefit provider.

Section 4

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

- a. The Employer agrees to provide adequate, suitable, and properly ventilated work areas and agrees to make reasonable adjustments to present work areas to prevent discomfort.
- b. These employees, once a year, shall be provided the opportunity for an eye examination. The cost of such eye examination, up to \$75, will be reimbursed by the Employer. The Employer will pay 50 percent up to \$75 annually for these Employees as a result of the eye examination.

Section 5

The Employer shall provide reasonable accommodation of Employees' temporary or long-term disabilities.

Section 6 - Health Reimbursement Arrangement (HRA)

The Employer and the Guild are participating in the establishment of a Health Reimbursement Arrangement (HRA), as permitted by the Internal Revenue Service, to provide reimbursement of retiree health expenses as provided for and in accordance with the HRA governing documents. The Employer agrees that effective the first month in which the HRA begins accepting Employer contributions, the Employer will contribute fifty dollars (\$50) per quarter for each eligible bargaining unit employee who has completed at least one (1) year of service with the Employer. Effective July 1, 2004, that contribution will increase to seventy-five dollars (\$75) per quarter.

ARTICLE XIX: EXISTING BENEFITS

Section 1

No reduction in pay or established benefits shall be made as a result of putting this Agreement into effect. The Employer agrees that any improvements in benefits that are not presently enjoyed by the Union and that are granted subsequent to

this date to the OPEIU and applicable to WAI employees shall also be granted to the Union and Employees covered by this Agreement.

ARTICLE XX: SCOPE OF WORK

Section 1

The Employer and the Union shall meet on a quarterly basis to discuss current scope of work and all grants scheduled for renewal and all applications for new grants that are anticipated in the upcoming quarter. The parties shall prepare a calendar for labor-management discussions concerning the renewals/applications, including the provision of input by the Union. These discussions also shall include review of the narrative of the final scope of work plan and the budget summary for newly awarded grants and, upon the Union's request, grants for which the Employer is a subcontractor, successor grantee, or successor grant administrator.

Section 2

At least four (4) weeks before the scheduled renewal of grants or, when possible, applications for a new grant, WAI will provide the Union Chairperson(s) with a preliminary or draft copy of the narrative of the scope of work and a budget summary. WAI will solicit employees' input on the scope of work for any new grants. This section does not apply to grants for which WAI is a subcontractor, successor grantee, or successor grant administrator, but in such cases, WAI will meet with the Union, upon request, to discuss the impact of such grant activity.

Section 3

WAI retains its right to make final decisions concerning grant renewals and applications including on the scope of work and on budgetary issues.

Section 4

Contemporaneous with its submission of the final scope of work plan to a funding source, WAI will provide the Union Chairperson(s) with a copy of the narrative of the scope of work and budget summary.

ARTICLE XXI: MANAGEMENT'S RIGHTS

Section 1

The Employer reserves and the Union recognizes the Employer's rights and prerogatives of management that are not expressly modified in this Agreement. The Union recognizes that the Employer's obligations and financial responsibilities relative to this Agreement are fully limited and restricted by the existence and terms of contracts with various governmental agencies, including those terms which limit the budgetary and durational aspects of this Agreement.

ARTICLE XXII: HOURS

Section 1

The standard work week shall be five (5) days of thirty-five (35) hours, the standard work day shall be seven (7) hours exclusive of a meal break, and the Employer's standard business hours shall be from 9:00 a.m. to 5:00 p.m.

Section 2

- a. It is understood that professional work at WAI frequently requires time worked beyond a normal workday, however, when extraordinary time is required of the Employee, compensatory time off will be granted. Compensatory time will not be hour-for-hour.
- b. Absent unusual circumstances, the Employee shall discuss in advance with and obtain approval of his or her supervisor for the need to work the extra time that will lead to a request for compensatory time.
- c. Subject to the provisions of paragraphs a and b of this section, whenever an Employee works on a weekend or a holiday or whenever an Employee works extraordinarily late after a full day of work, either out of town or at the office, the Employee will be able to take compensatory time if the Employee wants or needs compensatory time.

d. Compensatory time will be granted as work permits with the approval of the Employee's supervisor, whose approval will not be unreasonably withheld. Any disputes under this Section will be referred to the Labor-Management Committee. If the parties are unable to resolve the dispute, it shall be referred to a mutually agreeable third party within thirty (30) days. The resolution achieved through mediation will be binding on all parties.

e. Compensatory time normally should be taken as soon as is practical after it is earned but in no event later than the end of the funding contract year or six (6) months after it is earned, whichever is sooner. Accumulation of compensatory time cannot exceed five (5) days and compensatory time must be taken in full days.

Section 3

a. To assist permanent Employees in balancing conflicts between work and family commitments, the Employer and the Union recognize the value, desirability, and need for alternative work schedules and arrangements either on a regular or ad hoc basis.

b. Flexible work schedules for permanent Employees will continue to be agreed on within each department to assure that the department is adequately staffed during normal business hours. With the approval of the Executive Director, an Employee with a flexible work schedule may adjust his or her starting time and concomitantly the quitting time provided she or he is at work no fewer than four (4) hours between 9 a.m. and 5 p.m. Monday through Friday and, provided further, that she or he works the number of hours in the standard work week and fulfills the requirements of his or her job. The Employer and the Union recognize that flexible work schedules may not be practicable in all departments. Flexible work schedules are subject to agreement between the affected Employee and the Executive Director. Requests for flexible work schedules will be acted upon consistent with the Employer's operational needs. Differences under this subsection may be referred to the Labor-Management Committee for resolution, but are not grievable or arbitrable under Article IX (Grievances).

c. The Employer will consider a permanent employee's request to work a compressed workweek of four (4) days or to work at home either on a regular or ad hoc basis. Differences under this subsection may be referred to the Labor-Management Committee for resolution, but are not grievable or arbitrable under Article IX (Grievances).

Section 4

So long as the Employer's Washington D.C. offices are located in space owned or operated by the AFL-CIO, the Employer will follow the AFL-CIO's inclement weather policy. If those offices are located in another space, the Employer will follow the policy set by the federal government. For field offices, the Employer will follow the policy of the labor group from whom the space is rented.

Section 5

A part-time position will consist of a minimum of thirteen (13) hours per week under a schedule of an equal or varied number of hours per day or days per week.

a. Pay: A part-time Employee's pay is computed by multiplying the Employee's hourly rate (the weekly salary appropriate for the Employee's classification and experience divided by 35, the hours in the regular work week) by the number of hours worked during a pay period.

b. Deductions: Deductions for federal and state tax withholdings, Social Security, and retirement and savings plan are prorated according to the Employee's gross pay.

c. Holiday Pay: A part-time Employee shall receive pay for established work hours not worked on a holiday when the Employee is regularly scheduled to work.

d. Vacations and Personal and Sick Leave: Vacations, personal, and sick leave are earned in proportion to the number of hours worked, and vacation leave also is prorated according to length of service.

e. Health, Life, and Disability Insurance: Full health benefits and life insurance are provided by the Employer to part-time Employees. Long-Term Disability Income Plan coverage is provided by the Employer to part-time Employees eligible to participate in the plan in accordance with the plan's eligibility requirements.

f. Authorization: An Employee wishing to work less than full-time shall seek her or his supervisor's permission and

the Executive Director's approval.

ARTICLE XXIII: EDUCATION

Section 1

Employees shall be allowed two (2) weeks each calendar year with pay, to participate in the George Meany Center for Labor Studies College degree program, at the expense of the employee, and with prior approval of the Executive Director and appropriate funding source. Any disputes regarding approval for the college degree programs shall be referred to the Labor-Management Committee for resolution. If the parties are unable to resolve the dispute, it will be referred to a mutually agreeable third party within thirty (30) days. The resolution achieved through mediation will be binding on all parties. When an Employee is required by WAI to take further education, WAI will pay cost of, and provide time for such education.

Section 2

Longer term Educational Programs. A bargaining unit Employee who is pursuing a course of study related to work performed by WAI, conducted by a recognized non-profit college or university, or by an educational institution accredited by nationally recognized agencies or associations, will be reimbursed for the costs of tuition and fees up to a maximum of \$2,000 per school year (September - August) incidental to such course of study. The following requirements must be met in order for bargaining unit Employees to be eligible for reimbursement under this provision:

- a. The Employee must be a full-time bargaining unit Employee working thirty-five (35) hours per week while participating in the program and must have completed one (1) year of service prior to enrollment.
- b. The course of study must be on the Employee's own time, unless specifically approved by the Executive Director.
- c. The Employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher).
- d. The applicant is not eligible for educational benefits under the G.I. Bill or any type of scholarship or fellowship offered by an educational institution.

Section 3

Employees will be reimbursed for costs of courses/training to improve their job skills, subject to prior approval of the Executive Director.

ARTICLE XXIV: LABOR-MANAGEMENT COMMITTEE

A joint Labor-Management Committee will be established of two (2) representatives chosen by the Employer and two (2) representatives selected by the Guild. The Committee will meet quarterly or by mutual agreement at a different frequency. The Labor-Management Committee will seek to identify and resolve issues of mutual concern to the Employer and the Guild, as well as Employees the latter represents. The Labor-Management Committee further will be used to facilitate attaining the goals of WAI, and enable Employees to be more effective and productive in accomplishing WAI's mission. The committee may take up non-grievance issues that affect the relations of an Employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXV: PERFORMANCE EVALUATIONS

Section 1

Each Employee will receive a written evaluation from his or her supervisor annually. The evaluation will be discussed by the supervisor with the Employee. Each Employee will be given a copy of the evaluation form, and will have the opportunity to make a written response. The Employee's written response will be attached to the evaluation form.

Section 2

Forms for formal written Employee performance evaluations will be developed by the Labor-Management Committee, which also will select appropriate training and instruction for supervisors and Employees in conducting performance evaluations.

Section 3

Evaluation forms themselves will not be relied on by the Employer for disciplinary action or promotional decisions. Employee conduct or performance described on the evaluation form may be the subject of disciplinary action and may be considered in promotional decisions. Employee performance evaluations do not alter the provisions of Article I (Recognition, Security, and Probationary Period) or Article VIII (Employment, Discipline, and Discharge) regarding discipline or discharge.

Section 4

Evaluations conducted in accordance with the foregoing provisions will not be subject to the grievance procedure.

ARTICLE XXVI: TRANSFERSSection 1

The Employer retains its right to determine where work shall be performed, and reserves the right to transfer Employees, after consultation with the Guild, as the conduct of its business requires. Such consultation shall begin no later than four (4) months prior to any anticipated transfer. The consultation shall include discussion of the Employer's operational needs and the relative seniority, skills, and experience of the affected Employees. Additionally, the Employee's preferences shall be taken into account. Such transfers shall not be used as disciplinary measures. The affected Employee shall be given three (3) months' advance notice of transfer. Within forty-five (45) days of being given advance notice of transfer, the Employee shall inform WAI in writing whether he/she will be accepting the transfer.

Section 2

Each Employee shall keep the Employer informed of locations in which the Employee wishes to work.

Section 3

Any Employee asked to transfer shall have the right to meet with the Employer to seek reconsideration and to explore other options.

Section 4

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

Section 5

The Employer will pay any combination of the following expenses associated with a transfer that requires the Employee to relocate to a new location at least 100 miles from the Employee's place of residence up to a total maximum of eighteen thousand dollars (\$18,000) and subject to the federal government's cost principles guidelines for non-profit organizations in effect at the time of the transfer:

- a. Cost of moving household goods from one location to another;
- b. Costs of one (1) trip for the Employee and either the spouse or the person with whom the Employee shares a residence and has maintained a committed relationship for at least six (6) months or dependent to the new home base area for the purpose of locating housing;
- c. For the purpose of reimbursing expenses while the Employee is finding permanent housing, for a period of no more than ninety (90) days from the date of the transfer, out-of-town per diem and housing reimbursement at the new location. This period may be extended upon mutual agreement to one hundred and twenty (120) days. Employees are expected to find permanent housing as quickly as possible;
- d. Up to one-half (1/2) of the usual and customary realty commission paid by the Employee to a real estate agent in connection with the sale or purchase of the Employee's residence; and/or
- e. For the Employee and his or her immediate family, travel and per diem costs while en route to the new assignment in accordance with the established WAI policies governing Employee travel and per diem.

Section 6

When relocation costs incurred incident to the recruitment of new Employees or the transfer of Employees have been allowed either as a direct or indirect cost and the Employee resigns for reasons within his or her control within twelve (12) months after hire or transfer, the Employee shall reimburse WAI in an amount equal to one-twelfth (1/12) of the total amount reimbursed for each month or part thereof remaining of the initial twelve (12) months.

Section 7

In the event an Employee is required by the Employer to move to another city as a condition of employment and is discharged or laid off, it is agreed that the Employer will discuss with the Guild any reasonable claim for transportation or other moving expenses actually incurred in returning the Employee and family to the Employee's home city.

Section 8

No Employee shall be required to transfer more than once during the term of this Agreement.

Section 9

An Employee is entitled to bid on vacant positions in accordance with Article VI (Job Postings and Applications). However, the Employer shall not be required to voluntarily transfer an Employee more than once during the term of the Agreement.

Section 10

In the event the Employer transfers an Employee and, within two (2) years of the transfer, the Employee successfully bids for a lateral transfer or a promotion, the Employer shall not be required to pay any relocation expenses under this Article or otherwise.

Section 11

The Employer shall not be required to pay expenses related to an Employee's voluntary lateral transfer more than once in six (6) years.

Section 12

An Employee who is within one (1) year of being eligible to retire under the AFL-CIO Staff Retirement Plan on an unreduced benefit will not be required to accept a transfer as a condition of employment. This protection ceases to operate for an Employee who works beyond the date he or she is eligible for such retirement.

Section 13

Employees who are required to transfer but choose not to, shall be entitled to:

- a. Flexible work schedules for job search;
- b. Two (2) months of COBRA premium payments;
- c. Financial assistance up to \$1000 for outplacement services;
- d. Job search assistance - use of office, fax, telephone and computer.

ARTICLE XXVII: CONSULTANTS

Section 1

The Employer shall have the right to use consultants for up to six (6) consecutive months annually to perform work normally performed within the Guild bargaining unit, and will discuss such use with the Union at least one (1) week in advance, provided, however, that this six (6) month limitation shall not apply to those consultants who are retained by the Employer on an annual basis.

Section 2

Consultants shall not be used where, in effect, they would replace a regular full-time Employee.

Section 3

As to consultants retained on an annual basis who perform work normally performed within the Guild bargaining unit, the Employer shall discuss their use at least one (1) week in advance of the annual renewal of those retainers.

Section 4

The Union will be provided copies of and the opportunity to review the scope of work and pertinent financial arrangements, in accordance with practice, of all subcontractors and consultants to determine if the nature of the work to be provided falls under the jurisdiction of the Union. The opportunity for the review shall be prior to the implementation of the subcontractor or consultant's contract, when possible, but in any event not more than five (5) working days after consummating the contract. Any dispute regarding such agreements, if not resolved informally, shall be resolved in accordance with the provisions specified in Article IX (Grievances) of this Agreement.

ARTICLE XXVIII: TERM EMPLOYEES

Section 1

For purposes of this Article, a term Employee is an Employee who at the time of hire has more than sixty percent (60%) of his or her time funded by a grant or grants expected to be funded for twenty-four (24) months or less beyond the date of the individual's hire. At the time of hire, WAI will inform employees under this Article of their term employee status.

Section 2

Term Employees are covered by the terms and conditions of this Agreement except as otherwise provided in this Agreement.

Section 3

Upon completing one (1) year of employment, term Employees may bid on any vacancy.

Section 4

The sections of Article XII (Leave and Time Off) that apply to term Employees are Sections 1, 2, 3, 4, 8, 9, 10, 11, and 12. The remaining Sections of that Article do not apply to term Employees except as otherwise required by law.

Section 5

Where possible, term Employees whose employment is terminated for non-disciplinary reasons shall receive two (2) weeks' notice.

Section 6

Article V (Seniority, Layoff and Recall) of this Agreement does not apply to term Employees.

Section 7

If the employment of a term Employee lasts for a period shorter than twenty-four (24) months and the Employee is reemployed by WAI within six (6) consecutive months of the separation, the Employee shall be credited with all seniority earned during the previous period of WAI term employment.

Section 8

If a term Employee remains in WAI's uninterrupted employ for more than twenty-four (24) months, his or her seniority shall date from date of hire as a term Employee.

ARTICLE XXIX: TEMPORARY AND PART-TIME EMPLOYEES

Section 1

The Employer shall have the right to use temporary and part-time employees for up to six (6) consecutive months annually to perform work normally performed within the Guild bargaining unit, and will discuss such use with the Union at least one (1) week in advance.

Section 2

If a temporary or part-time position involving work normally performed within the Guild bargaining unit becomes permanent, it shall be included within the bargaining unit.

ARTICLE XXX: RESPECT AND DIGNITY

Section 1

The parties acknowledge the following fundamental understandings:

- a. The Employer and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the WAI, and to meet the highest standards in such service.
- b. The Employer and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all bargaining unit and non-bargaining unit employees of WAI with respect and dignity.
- c. The Employer agrees to work closely with the Guild, through the Guild unit officers, shop stewards, and the Labor-Management Committee to explore all reasonable means to help Employees improve their performance and to enjoy success on the job.

Section 2

It is the intent of the parties, as is reasonably practical, to include Employees in discussions of departmental work plans and goals.

Section 3

Each Employee's work assignments or directives shall be consistent with the intent of the preceding statements.

Section 4

This Article shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 5

Issues may be addressed under other Articles of the Agreement.

ARTICLE XXXI: MISCELLANEOUS

Section 1

In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into immediate discussion after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory resolution during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

Section 2 - Bylines

An employee's byline shall not be used over his or her protest on any written material. WAI will continue its practice of acknowledging contributors to publications.

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

TO: WAI EXECUTIVE DIRECTOR

You are hereby authorized and directed to deduct from my wages or salary each month, as required by the Washington-Baltimore Newspaper Guild, as a condition of membership, my monthly membership dues, or fee equivalent to dues and assessments, and to remit all such deductions so made to the Washington-Baltimore Newspaper Guild. This authorization shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year including any periods between Collective-Bargaining Agreements unless the Employee gives written notice, by registered mail, addressed to the WAI Executive Director and the Treasurer of the Washington-Baltimore Newspaper Guild during the fifteen (15) days prior to any termination date of the revocation of this authorization.

PRINT NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SOCIAL SECURITY NUMBER: _____

DATE: _____

This attachment is as referred to in Article III, Section 6.

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

Signature Page

In witness whereof, the parties hereto have duly executed this Agreement.

For the AFL-CIO Working for America Institute

For the Washington-BaltimoreNewspaper Guild, Local 35

Side Letter 1

The Working for America Institute (WAI, the Employer) and the Washington-Baltimore Newspaper Guild (the Union) agree as follows:

1. WAI will not unilaterally determine the use of data collected through any computer-user monitoring without careful consideration of Guild recommendations.
2. Upon presentation of sufficient documentation by the Employees, Employees who served as consultants to WAI preceding their employment at WAI shall be credited with time served for the period of their consultancy for purposes of benefits based upon length of service if they met the Internal Revenue Service definition of Employee. Compilation of the documentation shall be done on non-work time.
3. The AFL-CIO has agreed that Employees on the WAI payroll as of June 30, 2000, and who have at least five (5) years of service with WAI as of June 30, 2000, qualify for AFL-CIO retiree health benefits if they bid successfully on, and later retire from an AFL-CIO position. The AFL-CIO employment must be contiguous to the WAI employment and the Employee must be enrolled in an AFL-CIO insurance plan.
4. The only current WAI employee(s) to whom the provisions of Article X (Vacations), Section 1 concerning the possibility of a higher vacation accrual rate for new hires shall apply are those who have completed fewer than three (3) years of employment with WAI as of October 22, 1998.

Side Letter 2

Working for America Institute and the Washington-Baltimore Newspaper Guild Local 35 agree that the following provisions of the AFL-CIO/OPEIU contract applicable to WAI employees would fall within Article XIX of the WAI / Guild contract (Existing Benefits), with the Articles cited those of the AFL-CIO / OPEIU contract:

Article I.d	\$10/day differential for working in non-bargaining unit position
Article VIII. I.b	shift differentials
Article IX.d	increased pay for working in a higher classification
Article XII.a	health insurance options other than ULLICO to extent practicable
Article XII.b	triple life insurance if an HMO is available
Article XII.e	life and accidental death insurance for employees (but not for retirees)
Article XIV.f	FMLA up to 6 days of leave per year to care for relative with serious health condition or for child's illness, emergency medical appointments or unscheduled school closings
Article XIV.j	5 days of compassionate leave for significant other
Article XIV.k	½ day of leave for Union orientation
Article XVI.l.d	Employer pays cost of 2 weeks of Meany Center degree program (These costs come out of the \$1,500 tuition reimbursement allowance, and, like all tuition expenses, are subject to a lifetime maximum of \$6,250)

The following provisions of the AFL-CIO/ OPEIU contract are applicable to WAI OPEIU employees but not to WAI Guild employees:

Article XIII	sick leave
Article XIX	transfers, related expenses

AGREED:

Working for America Institute

Washington-Baltimore Newspaper Guild, Local 35

APPENDIX A

DOMESTIC PARTNER DEFINITION AND REQUIREMENTS

A. A domestic partner may be the same or opposite sex as the employee and must:

1. have been in a mutually exclusive relationship as a spouse equivalent of the employee for a minimum of one (1) year;
2. have shared a legal residence with the employee for at least twelve (12) consecutive months;
3. not under any circumstances be related to the employee by blood or marriage; and
4. not currently be in a marriage recognized by the District of Columbia or any state.

B. The employee and domestic partner must submit a notarized Declaration of Domestic Partnership on a form provided by the Employer. In addition, the employee must provide two (2) of the following eight (8) items as proof of domestic

partnership:

1. proof of joint bank accounts
2. proof of joint lease/mortgage of mutual residence
3. joint billing statements or payment for residential utilities (gas, electric, telephone, etc.) or payment of partner's credit card accounts
4. joint insurance documents (property, life, car)
5. joint credit card accounts
6. joint loan agreements
7. joint car ownership
8. other titles or deeds which are jointly held

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