
CONTRACT

between

WORKING AMERICA

and

**WASHINGTON-BALTIMORE NEWSPAPER GUILD
LOCAL 32035, TNG-CWA, AFL-CIO**

February 1, 2010 through February 28, 2013

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - UNION SECURITY	2
ARTICLE 3 - INFORMATION TO UNION	2
ARTICLE 4 - PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE.....	3
ARTICLE 5 - SENIORITY	3
ARTICLE 6 – HOURS.....	4
ARTICLE 7 - VACATION.....	5
ARTICLE 8 – SICK LEAVE.....	6
ARTICLE 9 – MISCELLANEOUS LEAVES.....	7
ARTICLE 10 - HOLIDAYS.....	9
ARTICLE 11 - WAGES.....	9
ARTICLE 12 - INSURANCE	9
ARTICLE 13 – 401(k) PLAN	10
ARTICLE 14 – EDUCATION	10
ARTICLE 15 – FILLING OF VACANCIES	10
ARTICLE 16 – JOB DESCRIPTIONS.....	11
ARTICLE 17 – PERFORMANCE EVALUATIONS.....	11
ARTICLE 18 –LAYOFFS.....	12
ARTICLE 19 – GRIEVANCE PROCEDURE.....	14
ARTICLE 20 – EXPENSE REIMBURSEMENT	16
ARTICLE 21 – MANAGEMENT RIGHTS	16
ARTICLE 22 – NO DISCRIMINATION.....	16
ARTICLE 23 – RESPECT AND DIGNITY.....	17

ARTICLE 24 – LABOR-MANAGEMENT COMMITTEE.....17
ARTICLE 25 – CONSULTANTS.....17
ARTICLE 26 – TEMPORARY AND PROJECT EMPLOYEES.....18
ARTICLE 27 – MISCELLANEOUS.....18
ARTICLE 28 – DURATION AND RENEWAL19
APPENDIX A – SALARY SCHEDULE20
APPENDIX B – DOMESTIC PARTNER DEFINITION AND REQUIREMENTS.....21
SIDE LETTERS.....22
LETTER DETAILING CHANGES TO HEALTH INSURANCE.....23

PREAMBLE

This Agreement is between Working America and the Washington Baltimore Newspaper Guild chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all the employees described in Article I.

ARTICLE 1 – RECOGNITION

Section 1

- a. Working America recognizes the Guild as the exclusive collective bargaining agent to act on behalf of the regular full-time National Office and Field employees whose positions are defined as:

Accounts Payable/Receivable Clerk	Program and Development Specialist
Payroll Administrator/Accountant	Local Program Coordinator
Administrative and Accounting Specialist	National Recruitment Specialist
Online Organizer	Non-Supervisory State Director
Senior Writer	Information Specialist
Non-Supervisory Office Manager	Senior Communications Specialist
	Membership Coordinator

- b. If Working America creates a new regular full-time position or a part-time position that the Guild believes should be in the bargaining unit, upon request, Working America will meet with the Guild concerning inclusion of the position in the unit.
- c. Working America and the Guild agree that canvass staff (for example, Canvassers, Canvass Directors and Canvass Trainers), managerial, supervisory and confidential positions are not in the bargaining unit.

Section 2

As used in this Agreement, the term “employees” refers to bargaining unit employees.

Section 3

As used in this Agreement, the term “fixed term employee” refers to a bargaining unit employee whose employment has a specified end date.

Section 4

Workers hired through a temporary agency, temporary employees and project employees as described in Article 26 of this Agreement, and interns are not covered by this Agreement.

ARTICLE 2 - UNION SECURITY

Section 1

It shall be a condition of employment that all employees of the Employer in the bargaining unit referred to in Article 1 who are members of the Guild 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 their date of hire become and remain members in good standing in the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

Section 2

Working America shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted from employees' wages and sent to the Guild on a biweekly basis. Deductions will begin with the next full pay period following Working America's receipt of the check-off authorization.

Section 3

The Employer shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

Section 4

The Guild agrees to indemnify Working America and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of Working America's honoring deduction authorizations in accordance with the provisions of this Article, the making up of sums owed the Guild in cases of inadvertent failure to timely honor authorizations, the transmitting of such deductions to the Guild, and the discharging of any employee at the Guild's request for failure to remain a member in good standing.

ARTICLE 3 -- 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.

Section 2

The Union shall be notified if an employee moves to a non-bargaining unit position.

ARTICLE 4 – PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1

The probationary period for all employees shall be eight (8) months.

Section 2

During the probationary period, Working America has the unlimited right to discipline or discharge the employee, and any discipline or discharge shall not be subject to the grievance procedure set forth in Article 15. At or near the completion of six (6) months of employment, Working America shall make the employee aware of performance deficiencies that may lead to discharge during the probationary period.

Section 3

Employees who have successfully completed their probationary period shall not be disciplined or discharged except for just cause. Except in cases warranting immediate discharge for cause, principles of progressive discipline shall be followed.

Section 4

In any investigatory meeting which the employee reasonably believes might result in discipline or discharge, the employee shall be granted a request to have a steward or local union representative present.

Section 5

Working America shall copy the Unit Chairperson on any written discipline and on a discharge.

Section 6

All letters containing derogatory notations shall be removed from employees' personnel files twenty-four (24) months after issuance at the request of the employee. This Section does not apply to performance evaluations.

ARTICLE 5 – SENIORITY

Section 1

An employee's seniority shall begin on his or her date of hire with Working America as a bargaining unit or non-bargaining unit employee and shall include all continuous service with Working America as a regular full-time employee.

Section 2

Seniority shall accrue during periods of paid leave, but shall not accrue during any periods of unpaid leave of one (1) month or longer or during any period of layoff.

Section 3

Working America shall provide the Guild with a seniority roster every November. The roster shall include all employees covered by this Agreement and list their beginning date of continuous employment.

ARTICLE 6 - HOURS

Section 1: Hourly Employees

- a. The standard workweek for hourly employees shall be forty (40) hours, including a one (1) hour paid lunch. In the National Office, the workday for hourly employees typically shall be from 9:00 a.m. to 5:00 p.m. The regularly scheduled workweek and workday for field employees shall vary according to operational needs.
- b. Overtime
 - (1) Employees shall be paid time and a half for actual hours worked in excess of forty (40) in a workweek.
 - (2) All overtime requires the prior approval of the employee's supervisor.
 - (3) Working America may require an employee to work overtime.

Section 2: Exempt Employees

- a. The parties recognize that exempt employees are required to work the hours necessary to perform their jobs. The core workweek for exempt employees shall be forty (40) working hours per week. In the National Office, core hours for exempt staff shall be from 9:00 a.m. to 6:00 p.m. with an hour for lunch.
- b. Compensatory Leave
 - (1) It is understood that exempt employees often must work lengthy and irregular hours in order to perform their jobs. Exempt employees are not eligible for overtime. In recognition of this, exempt employees shall receive eight (8) days of compensatory leave each calendar year, accrued and credited on a monthly basis. Compensatory leave shall be prorated for employees who in a calendar year are actively employed less than a full year.
 - (2) Use of compensatory leave shall be with prior approval of the employee's supervisor.
 - (3) Compensatory leave must be used in the year in which it is earned; it cannot be carried over from year to year.
 - (4) If an employee's employment with Working America ends, there shall be no cashout of accrued but unused compensatory leave.

ARTICLE 7 - VACATION

Section 1

Employees accrue vacation on a monthly basis at the following rates:

- | | | |
|----|-----------------------------|----------------------------------|
| a. | up to 1 year of service | one (1) day per month of service |
| b. | 1-3 years of service | twelve (12) days per year |
| c. | 4-8 years of service | seventeen (17) days per year |
| d. | 9-18 years of service | twenty-two (22) days per year |
| e. | 19-25 years of service | twenty-seven (27) days per year |
| f. | 26 or more years of service | thirty-two (32) days |

Section 2

Employees shall not be entitled to take vacation until completing three (3) months of continuous service.

Section 3

Vacation must be taken in increments of one-half (1/2) days or full days.

Section 4

The scheduling of vacation is subject to the prior approval of the employee's supervisor. Vacation requests must be submitted to the supervisor at least two (2) weeks in advance, except for requests for a single day off, which may be submitted one (1) week in advance.

Section 5

If employees are unable because of work demands to take their full vacation entitlement in the year in which it is earned, a maximum of five (5) days may be carried over to June 30 of the following year with the prior approval of the employee's supervisor. Requests for such an extension must be made no later than December 1.

Section 6

In addition to the carryover specified in section 5 of this Article, employees with one (1) or more years of service shall be permitted for good reason to bank one (1) week of vacation each calendar year up to a maximum of eight (8) weeks. This vacation banking shall require the prior approval of the employee's supervisor. Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. Banked vacation days must be withdrawn in increments of five (5) days if added to current vacation balance or, if not added to current vacation balance, used as normal vacation, that is, a one-half day (1/2) or full day increments.

Section 7

Employees terminating with six (6) months but less than five (5) years of service, and employees terminated for cause, shall receive their vacation pay prorated at the rate of 1/12th per month or fraction thereof that they work in the year in which they terminate. Such employees shall reimburse the employer for any advanced vacation used, and Working America is authorized to deduct the amount of advanced vacation used from any wages or other amounts due to the employee. Employees who resign or retire with five (5) years or more of service shall receive their full vacation accrual for the year in which they terminate.

Section 8

The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference based on seniority. In the event of emergency or unforeseen circumstances, an employee may take up to four (4) days of vacation without prior scheduling with Working America.

ARTICLE 8 - SICK LEAVE

Section 1

Employees accrue eleven (11) days of paid sick leave per year, advanced each January 1. For the first year of employment, employees shall receive a prorated share of sick leave at the rate of 1/12 of the annual amount for each month or fraction of a month employed. Such prorated leave shall be available from an employee's date of hire.

Section 2

Accrued but unused sick leave may be carried over from one calendar year to the next, so long as the total number of days carried over does not exceed ten (10) days in the first year of the contract, fifteen (15) days in the second year of the contract, and twenty (20) days in the third year of the contract.

Section 3

Unless circumstances prevent, an employee who is sick must call before the start of his or her workday and speak directly to his or her supervisor. If the supervisor is unavailable, the employee must leave a message and a number where he or she can be reached, and must continue to attempt to reach his or her supervisor.

Section 4

Sick leave is not cashed out upon voluntary or involuntary termination of employment.

Section 5

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

Section 6

Employees shall be permitted to use up to six (6) days of accrued sick leave per year to care for his or her child during the child's illnesses or emergency medical appointments. Some or all of these six (6) days may also be used to care for, during a serious health condition, a spouse or domestic partner, parents or other relative living in the employee's household. This sick leave need not be consecutive. If an employee's need for leave is foreseeable, the employee shall provide Working America with reasonable prior notice of the requested leave.

Section 7

Working America reserves the right to request medical documentation where it has reasonable concern as to the need for the absence, the absence is longer than five (5) days, the absence is to pursuant to Section 6 of this Article, or in connection with a return from sick leave.

ARTICLE 9 – MISCELLANEOUS LEAVES

Section 1: Parental Leave

- a. Within the first twelve (12) months after the birth or adoption of a child, employees are eligible to take six (6) weeks of paid leave. This leave need not be used consecutively, but the scheduling of any non-consecutive leave is subject to the prior approval of the employee's supervisor.
- b. Employees also may use accrued but unused sick leave for parental leave purposes, which must be taken consecutively.
- c. With the supervisor's prior approval, employees may also take up to four (4) weeks of unpaid leave, which must be taken consecutively.
- d. The total amount of paid and unpaid parental leave an employee may take under this Section 1 may not exceed twelve (12) weeks.

Section 2: Emergency Personal Leave

With the approval of the employee's supervisor, sick leave and vacation leave may be used for emergency personal leave.

Section 3: Compassionate Leave

- a. Employees shall be allowed five (5) days of compassionate leave with pay in the event of death in the immediate family, which shall be defined as mother, father, son, daughter, spouse or domestic partner.
- b. Employees shall be allowed three (3) days of compassionate leave with pay in the event of the death of the following: mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, step-mother, step-father, step-child, sister, brother, or any other relative living under the same roof as the employee.
- c. Employees shall be allowed one (1) day of compassionate leave with pay in the event of a death of a brother-in-law, sister-in-law, niece, nephew, aunt, or uncle.
- d. Employees shall be allowed one (1) day off with pay for the purpose of attending the funeral of a co-worker.
- e. For purposes of this Section, a domestic partner's relatives shall be treated as spousal equivalents.
- f. Subject to the prior approval of the employee's supervisor, if additional time is needed, such leave may be taken in the form of vacation or sick leave, or if such leave has been exhausted, leave without pay.

Section 4: Jury Duty/Witness Leave

Employees shall be provided leave with supplemental pay during periods of required jury duty and witness service resulting from subpoena by any court of competent jurisdiction. Supplemental pay from Working America shall be an amount which, when combined with the pay received by the employee for the jury duty or pay received by the employee as a witness equals the total regular salary which would have been received by the employee for the same period of time.

Section 5: Voting Leave

Employees who are eligible voters shall be allowed up to two (2) hours off with pay to vote on national or state-wide election days.

Section 6: Family and Medical Leave

- a. Working America shall not require an employee to exhaust his or her accrued paid leave prior to taking unpaid leave to which the employee is entitled under the federal, District of Columbia, or state Family and Medical Leave Acts.

- b. Any leave taken under any Family and Medical Leave Act and/or under the District of Columbia or a state Family and Medical Leave Act shall run concurrently with any paid leave taken.

ARTICLE 10: HOLIDAYS

Section 1

So long as Working America's offices remain at 815 16th Street, N.W., National Office employees shall receive the same paid holidays as AFL-CIO Guild staff. If Working America's offices move to another location, Working America and the Guild will negotiate the list of paid holidays.

Section 2

Field employees shall receive the paid holidays observed by the field operation.

ARTICLE 11 – WAGES

Section 1

Effective upon ratification of this Agreement, all Steps shall be increased by three percent (3%). These new Steps are listed in Appendix A.

Section 2

As shown in Appendix A, the difference between all Steps shall be two percent (2%).

Section 3

On his or her anniversary date in each year of the Agreement, every employee shall move to the next Step.

ARTICLE 12 – INSURANCE

Section 1: Medical, Dental and Vision Insurance

Beginning on the first day of the month following an employee's completion of a full calendar month of employment, Working America shall provide single medical, dental and vision insurance benefits at no cost to the employee. If the employee elects family coverage, Working America shall pay seventy-seven percent (77%) of the total premium, and the employee shall pay twenty-three percent (23%) of the total premium.

Section 2: Life Insurance

Beginning on the first day of the month following an employee's completion of a full calendar month of employment, Working America shall provide each employee with life insurance in the amount of forty thousand dollars (\$40,000).

ARTICLE 13 – 401(k) PLAN

Section 1

Working America shall provide a 401(k) Plan, and shall contribute seven percent (7%) of an employee's base salary.

Section 2

Working America shall match an employee's contribution, up to four percent (4%) of the employee's salary.

ARTICLE 14 -- EDUCATION

Section 1

Working America shall pay the training expenses if it requires an employee to participate in training Working America deems necessary for the employee's performance of his or her job.

Section 2

Working America will consider requests by employees for reimbursement of up to one thousand dollars \$1,000 every twelve (12) months for education or training expenses directly related to the employee's job.

ARTICLE 15 - FILLING OF VACANCIES

Section 1

Working America shall notify all employees by email or similar method, any vacancy in an existing or newly-created position it intends to fill.

Section 2

Employees shall have five (5) working days from the date of the posting to apply for the vacancy.

Section 3

WA may advertise externally at the same time it posts internally, but will interview internal bidders before interviewing outside applicants unless the internal bidder is unavailable.

Section 4

Successful bidders/applicants shall be chosen based on their qualifications, for example, experience, skill, and job-related knowledge. Qualifications for a position shall be determined by the Executive Director.

- a. Where the qualifications of an internal bidder and an outside applicant are relatively equal, Working America shall award the position to the internal bidder.
- b. Where Working America is deciding between two internal bidders whose qualifications are relatively equal, seniority shall be given primary consideration.

Section 5

If an employee is not awarded a position, upon request, Working America will meet with the employee to discuss the reasons for non-selection.

ARTICLE 16 -- JOB DESCRIPTIONS

Section 1

Effective July 1, 2010, 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.

Section 2

Upon an employee's request, the job description shall be reviewed annually with the affected employee(s) and the immediate supervisor. The Employer may also initiate such a review.

ARTICLE 17 -- PERFORMANCE EVALUATIONS

Section 1

Each non-fixed term employee, at their annual request, will receive a written evaluation from his or her supervisor. 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

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 subject of disciplinary action and may be considered in promotional decisions. Employee performance evaluations do not alter the provisions of Article 4 regarding discipline or discharge.

Section 3

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

ARTICLE 18 -- LAYOFFS

Section 1

If Working America is going to lay off employees because of a reduction in force, a restructuring or elimination of a position for other operational reasons, it shall layoff in inverse order of seniority within job classification within each office.

Section 2 – Notice

- a. Working America shall provide the Guild with four (4) weeks' notice of any layoff.
- b. Working America shall provide employees identified for layoff with four (4) weeks' notice of layoff, or, at Working America's option, with pay in lieu of some or all of the notice. For Field employees, this notice requirement shall be satisfied by any written employment offer that specifies the end date of employment. Notice to employees shall run concurrently with the notice provided to the Guild in Section 2.a, above.

Section 3 -- Bumping

This section applies to employees other than fixed term employees.

a. National Office employees

A National Office employee with more than two (2) years of service with Working America who is identified for layoff may choose to bump the least senior employee in the National Office in the same or lower classification, provided the bumping employee is qualified to perform the new position.

b. Field employees

- (1) A Field employee with more than three (3) years of service with Working

America who is identified for layoff may choose to bump the least senior employee in the same or lower classification within the state in which the employee is working at the time of layoff, provided the bumping employee is qualified to perform the new position.

- (2) If a Field employee bumps into a position that is more than 100 miles from his or her current office location, Working America will reimburse reasonable moving expenses up to two thousand five hundred dollars (\$2,500).
- (3) A Field employee with more than three (3) years of service with Working America who is identified for layoff will have the right of first refusal, to be exercised before the effective date of the layoff, for a position in the same or lower classification in a new office which is being set up in another state. If the employee accepts such a position, Working America will reimburse reasonable moving expenses up to two thousand five hundred dollars (\$2,500).

c. Qualifications

Working America shall determine whether an individual is qualified to bump the least senior employee. Qualifications include skills, experience and knowledge required to perform the job with reasonable orientation.

- d. Notice of intent to bump must be sent in writing to the department director no later than ten (10) working days after the date of the layoff notice.
- e. An employee who bumps shall be paid at the wage rate of the position into which he or she bumps.

Section 4 – Severance Benefits

Any employee, other than a fixed term employee, who has completed one (1) year of service and who is identified for layoff shall be provided with:

- a. One (1) week of severance pay for each year of service with the amount for partial years of service prorated, provided, however, that no employee will receive less than one (1) week of severance pay; and
- b. two (2) additional months of health insurance (through either direct provision or through payment of COBRA premiums).

Section 5 – Recall

This section applies to employees other than fixed term employees.

- a. National Office employee who is laid off shall have recall rights for one (1) year to the position from which laid off.

- b. A Field employee with more than three (3) years of service with Working America who is laid off shall have recall rights for one (1) year to the position from which laid off in the same office or another office within that state.
- c. Working America shall send a recall notice to the last e-mail address the employee has provided, and if the employee wishes to be recalled, he or she must so inform Working America within ten (10) working days of the date of the recall notice. Except as otherwise mutually agreed between Working America and the employee, the employee must be available to begin work within twenty (20) working days of the date of the recall notice.
- d. An employee who declines a recall offer shall have no further rights to recall.

Section 6

- a. Time spent on a recall list by a laid off employee shall not constitute a break in continuity of service and seniority.
- b. No seniority will be earned while an employee is on layoff.

ARTICLE 19 - GRIEVANCE PROCEDURE

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 (20) days of the action giving rise to the complaint, or within twenty (20) days of when the complaining party or the Guild should have become aware of the action. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek and be held in person or by telephone conference call.

Section 2

A grievance shall specify the name of the grievant(s), the action(s) complained of, the date(s) on which the action(s) occurred, the provision(s) of this Agreement that the Guild contends have been violated, and the remedy sought.

Section 3

Any employee may discuss any matter with his or her supervisor without invoking the formal grievance procedure provided for in this Article.

Section 4

Step 1: The grievance shall be filed with the grievant's immediate supervisor. The Employer agrees to meet, in person or by telephone conference call, with the Guild's Unit Chair within ten (10) working days after the grievance is filed, 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 supervisor or designee shall respond in writing within thirty (30) days of this meeting. Failure to do so shall allow the Guild to move the grievance to Step 2.

In the field, when, in the judgment of the supervisor or designee, the grievance relates to a national rather than field issue, the supervisor or designee shall move the grievance to Step 2 within ten (10) working days of the filing of the grievance or within ten (10) working days of the meeting with the grievant and the Guild steward, with written notice to the Guild and the grievant.

Step 2: If the Guild wishes to appeal a Step 1 denial of a grievance, it shall file that appeal with the appropriate department director or designee within fourteen (14) days following the receipt of the written Step 1 denial. The department director or designee, the Guild Unit Chairperson or designee and the grievant shall meet, in person or by telephone conference call, within thirty (30) days of the filing at Step 2. The department director or designee shall respond in writing within thirty (30) days of this meeting. Failure to do so shall allow the Guild to move the grievance to arbitration.

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 with thirty (30) days of the Step 1 meeting may be submitted to final and binding arbitration by either party within forty-five (45) days after the Employer's Step 1 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 arbitrator shall not have the authority to add to, delete from amend or modify the terms of this Agreement. The costs of the arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the costs of a stenographic transcript without express consent.

Section 6

The time limits specified in this Article may be extended by mutual written agreement between Working America and the Guild.

Section 7

Working America respects the right of employees to file grievances under this Article.

ARTICLE 20 -- EXPENSE REIMBURSEMENT

Section 1

Working America shall reimburse staff travel expenses in accordance with its Travel Policy. Working America shall inform employees and the Guild of any changes to that Policy.

Section 2

When job duties require that an employee travel, in making or reviewing travel plans, Working America will take into account total costs of transportation and hardship placed on the employee.

ARTICLE 21 – MANAGEMENT RIGHTS

Working America reserves, and the Guild recognizes that Working America retains, its traditional management rights and prerogatives not expressly limited or modified by this Agreement.

ARTICLE 22 -- NO DISCRIMINATION

Section 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, gender identity, gender expression, race, color, age, disability, or national origin.

ARTICLE 23 -- 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 Working America 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 Working America with respect and dignity.
- c. The Employer agrees to work closely with the Guild, through the Guild unit officers and shop stewards, to explore all reasonable means to help employees improve their performance and to enjoy success on the job.

Section 2

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

Section 3

Issues may be addressed under other Articles of the Agreement.

ARTICLE 24 -- LABOR-MANAGEMENT COMMITTEE

A joint Labor-Management Committee will be established of two (2) representatives chosen by the Employer and two (2) representatives chosen 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 Working America, and enable employees to be more effective and productive in accomplishing Working America's mission. The Committee may take up non-grievance issues that affect the relations of an employee with the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitrations provisions of this Agreement.

ARTICLE 25 -- CONSULTANTS

Section 1

Working America 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 notify the Guild of such use at least one (1) week in advance.

Section 2

Consultants shall not be used where they would replace permanent full-time employees.

Section 3

Upon request, Working America will provide the Unit Chair with a description of the work being done by a consultant under Section 1 of this Article, and, if the consultant is working by the hour, the number of hours worked.

ARTICLE 26 -- TEMPORARY AND PROJECT EMPLOYEES

Section 1

The Employer shall have the right to use temporary and project employees for up to nine (9) consecutive months to perform work normally performed within the Guild bargaining unit, and will notify the Guild of such use at least one (1) week in advance where possible.

Section 2

Temporary and project employees shall not replace permanent full-time employees except where filling in for an employee on leave or where Working America has posted but has still been unable to fill a vacancy.

Section 3

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

ARTICLE 27 - MISCELLANEOUS

Section 1

If any provision of this Agreement is held invalid or unenforceable by a court or other jurisdictional authority, Working America and the Guild shall meet to discuss the matter.

Section 2 – Bylines

An employee's byline shall not be used over his or her protest on any written material. Working America will continue its practice of acknowledging contributor status to various media where appropriate and reasonable.

Section 3 – Outside Activities

Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not interfere with the mission, work or established policies of Working America. No employee shall seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of Working America.

Section 4

Subject to work needs and availability of space, Guild meetings may be held and attended during working hours on Working America’s premises provided such meetings are reasonable in frequency and duration and are held at lunchtime. The Guild agrees to pay any fee charged to Working America for use of the space. This Section does not entitle Field Staff to travel to attend Guild meetings. The Guild will give Working America reasonable notice of such meetings.

Section 5 – Existing Benefits

No reduction in pay and economic benefits (for example, pay, leave, insurance, and 401k) shall be made as a result of putting this Agreement into effect unless negotiated.

ARTICLE 28 - DURATION AND RENEWAL

This Agreement shall take effect as of February 1, 2010, and remain in effect through February 28, 2013. Within ninety (90) days prior to the expiration date of this Agreement, Working America or the Guild may initiate negotiations for a new Agreement.

FOR WORKING AMERICA

Karen Lussor

Date: 2/25/10

FOR THE GUILD

Joe Kahraman Joe Kahraman

Rami Elamine Rami Elamine

Christian Norton Christian Norton

Heather Rogers Heather Rogers

Date: 2-25-10

**APPENDIX A
SALARY SCHEDULE**

Insert salary schedule

Working America Guild Pay Steps Effective 02-01-2010 to 02-28-2013

Position	Step 1 (Start)	Step 2	Step 3	Step 4	Step 5
Accounts Receivable Accounts Payable Administrator	40,000	40,800	41,616	42,448	43,297
Administrative and Accounting Specialist	66,950	68,289	69,655	71,048	72,469
Information Specialist	68,959	70,338	71,744	73,179	74,643
Local Program Coordinators	36,050	36,771	37,506	38,257	39,022
Membership Coordinator	30,000	30,600	31,212	31,836	32,473
National Recruitment Specialist	36,050	36,771	37,506	38,257	39,022
Office Manager Field	30,596	31,208	31,832	32,469	33,118
Office Manager Headquarters	51,500	52,530	53,581	54,652	55,745
Online Organizer	70,590	72,002	73,442	74,911	76,409
Payroll Administrator/Accountant	47,380	48,328	49,294	50,280	51,286
Program and Development Specialist	46,350	47,277	48,223	49,187	50,171
Project Coordinator	75,654	77,167	78,710	80,284	81,890
Senior Communications Specialist	78,765	80,340	81,947	83,586	85,257
Senior Writer	86,994	88,734	90,508	92,319	94,165
State Director	50,758	51,773	52,808	53,865	54,942

National Recruitment Specialist*	43,705	44,579	45,471	46,380	
-------------------------------------	--------	--------	--------	--------	--

*Joseph Clark-- Red Lined

APPENDIX B
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.

SIDE LETTERS

1. It is not Working America's intention to classify lead employees as supervisors, and the parties agree that lead employees may direct the work of others. Non-supervisory State Directors and Non-Supervisory Office Managers shall not have the authority to hire, fire and discipline other employees except on a temporary basis. If temporary supervisory responsibilities are assigned, the employee shall remain in the bargaining unit.
2. Current non-supervisory Office Managers are Naazima Ali and Paula Chapman. Currently, there is one non-supervisory State Director, in Michigan. The Current State Director VA is not in the bargaining unit because of his Assistant Field Director position.
3. *See attached* letter from Tim Gray, Director of Finance and Administration, regarding improvements to health insurance benefits.

WORKING AMERICA

Community Affiliate of the AFL-CIO

815 16th St., N.W.
Washington, DC 20006
202-637-5137
www.workingamerica.org

February 3, 2010

Joe Kahraman
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005

Re: Working America Health Insurance Coverage

Dear Joe:

This is to confirm that Working America is making the following changes to health insurance coverage for Guild employees:

1. Reimbursement schedule for R&C – 90th percentile
2. Annual out-of-pocket maximums -- \$1,000 individual/\$3,000 family in network; \$2,000 individual/\$6,000 family out of network
3. Coverage for elective abortions
4. Dental – \$1,500 individual, \$4,500 family
5. Vision expense reimbursements
 - a. Eye exams: \$75 paid once per 12 month period
 - b. Lenses: \$125 paid once per 12 month period
 - c. Frames: \$125 paid once per 24 month period
 - d. Contacts (hard or soft): \$125 paid once per 12 month period

In addition, I can confirm that in-network maternity benefits are covered 100% with the deductible waived, so there is no co-pay.

Sincerely,



Tim Gray
Director of Finance and Administration