

CONTRACT SETTLEMENT

Between

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 500,
CTW**

And

**WASHINGTON-BALTIMORE NEWS GUILD,
LOCAL 32035**

July 1, 2016, through June 30, 2019

This agreement is made effective this first day of July, 2016, between Service Employees International Union, Local 500 (hereinafter referred to as “Employer”), a non-profit labor organization, and the Washington-Baltimore News Guild (hereinafter referred to as the “Guild”) chartered by The News Guild-CWA, AFL-CIO, CLC, as Local #32035, for itself and on behalf of all the employees described in Article I.

ARTICLE I - COVERAGE

1. This agreement covers all employees of Employer.
2. The following are excluded from this agreement: all officers as well as all managerial, supervisory and confidential employees of the Employer, as defined in the National Labor Relations Act.

ARTICLE II - UNION SECURITY

1. It shall be a condition of employment that all employees covered by this agreement who are members of the Guild in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall become and remain members in good standing in the Guild. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on or after the thirtieth day following the beginning of such employment, become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws.
2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of the News Guild and the by-laws of the Washington-Baltimore News Guild.
3. The Employer shall, in compliance with all applicable law, deduct biweekly from the salary check of each employee, and shall remit to the Guild not later than the tenth (10th) day of the following month, all dues and assessments levied by the Guild for the current month. Further, the Guild agrees to indemnify and hold the Employer harmless against any and all claims or other liability arising out of implementation of this provision, or by reason of action taken or not taken by the Employer to comply with this article.
4. The Employer shall consult with the Guild before hiring temporary employees for a period of up to six (6) months, with extensions beyond that date subject to agreement with the Guild. It is further agreed that upon these jobs becoming permanent, negotiations will begin immediately with the Guild to cover these jobs under the contract. Temporary employees shall not be used where, in effect, they would displace a regular full-time employee.
5. The Employer and the Guild each agrees not to discriminate against employees because

of age, sex, race, creed, color, sexual orientation or preference, national origin, or disability not affecting their ability to perform the duties of a position.

6. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this agreement.
7. Upon request, the Employer agrees to supply the Guild once each year with a salary list of all employees covered by the Guild bargaining unit, showing name, address, sex, date of birth, date of hiring, job title, and rate of pay. The Employer agrees to include with each month's dues remittance, a listing of any new unit members hired or unit members who have separated since the previous remittance. Information on new hires shall include date of hire, job title and rate of pay.
8. Once each year, the Guild agrees to provide Local 500 with a listing of current Guild Officers and staff assigned to servicing the Local 500 bargaining unit, their office address and business telephone numbers. In addition, the Guild agrees to provide and periodically update a list of Guild staff who should be permitted access to Local 500 offices under terms of Article XIV of this agreement.

ARTICLE III – MANAGEMENT RIGHTS

All management functions, rights and responsibilities that have not been modified or restricted by a specific provision of this Agreement are retained and vested exclusively in SEIU, including but not limited to the exclusive right to manage, operate and administer the business and operations of SEIU Local 500; to determine the nature, scope and structure of SEIU Local 500's operations; to determine job content; to determine the methods by which work is to be performed; and to establish, modify, maintain and enforce work rules.

ARTICLE IV – SECURITY

1. Whenever seniority is referred to in this Agreement, it shall include all continuous service with the Employer since the employee's most recent date of hire. Except for reduction in force purposes and probationary period purposes, work for the International Union while assigned to SEIU Local 500 for a cumulative total of six (6) months during a continuous eight (8) month period shall apply.
2.
 - a. The probationary period for all unit members shall be six months.
 - b. The Employer shall have the unlimited right to discharge a new employee who has not concluded the probationary period.
3. Employees who have completed the probationary period shall not be subject to discipline or discharge except for just cause.

4. Employees who have completed their probationary period and are discharged for other than gross misconduct shall be given two (2) weeks' notice, or two (2) week's pay in lieu of notice.
5. The Guild shall be notified in writing, simultaneously with the employee, of any discharge.
6. `Written documentation of oral or written warnings or disciplinary action in an employee's personnel file shall not be used to support disciplinary action after eighteen (18) months from the date the written documentation or oral or written warnings or disciplinary action was placed in the file during the during the eighteen (18) months.

ARTICLE V - FILLING OF VACANCIES

1. The Guild shall be notified of all openings covered by this agreement. The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion and, accordingly, will first give consideration to qualified employees within the unit and their level of seniority in the filling of vacancies.
2. When a vacancy occurs, the Employer shall post the opening for seven (7) working days, to give employees the opportunity to apply for the vacant position, and will not interview outside candidates during that period. Internal candidates meeting the minimum qualifications for the position meeting the minimum qualifications for the position will be ensured of an interview prior to the position being filled.
3. All bargaining unit employees who have applied for a specific bargaining unit position will be notified if they are not selected and will be informed why they were not selected. Non-selected candidates who have interviewed for a position may request specific feedback.

ARTICLE VI - LAYOFF/RIF

1. Layoffs and reductions in force shall be by seniority within job classifications. The Guild shall be notified three (3) weeks in advance of any layoff or reduction in force.
2. A laid-off employee shall have the right to bump any less senior employee in a different classification as long as he or she has previously held the position with Local 500, provided the employee successfully completed his or her probationary period in the previously held position and that the employee's most recent evaluation in the previous position, if any, was at a "meets competency" level.

3. Employees terminated from employment because of a layoff or reduction in force shall receive three (3) weeks' notice or three (3) weeks' pay in lieu of notice and two (2) weeks' severance pay for each year or major portion thereof of employment. In addition, such employees shall continue to be covered at the Employer's expense with his/her health insurance coverage until re-employed or for six (6) months whichever occurs first.
4. Each employee laid off to reduce the force shall be placed upon a recall list for two (2) years. Said laid-off employees shall be notified, sent by regular mail to the employee's last known address, by the Employer of openings covered by this Agreement and shall be able to apply for vacant positions in accordance with Article IV. Time spent on a recall list by a laid-off employee shall not constitute a break in continuity of service and seniority.

ARTICLE VII - GRIEVANCE PROCEDURE

1. The SEIU Local 500 Guild Unit shall designate a committee of its own choosing to take up with the Employer or its authorized agent any matter arising from the application or interpretation of this Agreement.

Any complaint not involving discipline or discharge filed within thirty (30) days of the action giving rise to the complaint, or within thirty (30) days of the complaining party first becoming aware of the action but not later than thirty (30) days of when the complaining party should have been aware of the grievable action, shall be considered a grievance within the meanings of this Article. A grievance alleging the breach of Article IV, Section 4, must be filed within ten (10) working days of the disciplinary notice or date of discharge. The Employer agrees to meet with the committee within five (5) days after request for such meeting to discuss any grievance, except that the five (5) day period may be extended by mutual agreement. The Employer shall respond in writing within thirty (30) days of the initial meeting. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek.

2. Any matter involving the interpretation, application, administration or alleged violation of this agreement (except renewal of this contract), including a question of whether or not a matter is arbitrable, not satisfactorily settled within thirty (30) days of its first consideration may be submitted to final and binding arbitration by either party within thirty (30) days. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at any time 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.

3. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.
4. The term “grievant” shall be considered to include: any individual staff member, a group of staff members or the Guild.

ARTICLE VIII - HOURS

1. The regular workweek for employees not assigned to field assignments, or who are non-exempt employees shall be five days, Monday through Friday. The regular work day shall be eight hours, in addition to one (1) hour duty free. Non-exempt employees are also allowed one fifteen-minute paid break for every four hours of work time. The break(s) shall be scheduled at such time(s) as approved by the supervisor. The timing of breaks may be adjusted by the supervisor for operational or programmatic reasons. In the event an employee does not take or receive a break, there shall be no impact on the employee’s compensation as a result.
2. Employees other than Field Representatives and Organizers or similar employees shall be paid overtime at the rate of 1 ½ times their hourly rate of pay for time worked over 40 hours in a week. Overtime must be approved by the employee’s immediate supervisor prior to beginning overtime work. Employees required to perform overtime work on weekends and holidays shall be guaranteed a minimum of three hours pay.
3. Contract Administration Representatives, Member Strength Organizers, Organizers, Child Care Organizers, or similar employees will be granted four (4) compensatory days per year in recognition of their status as exempt employees with irregular hours. Overtime is not paid in these positions. In extraordinary situations, such employees may request additional compensatory time from their supervisor. Compensatory time shall not carry over past the leave year in which it was granted. Unused time shall be lost. It is understood that holidays and weekends are normally time off of work. For organizers, other than when necessitated by organizing campaign needs, it is understood that holidays and weekends are normally time off of work. There should normally be a program related reason for work on these days. Such work should not become routine for all non-hourly staff.
4. A part-time employee is one hired to work regularly less than the work week provided in Section 1 of this Article VIII. A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits depending on length of service according to the length of employment with the Employer, and not according to the actual hours worked. A part-time employee shall receive all benefits under this agreement on a pro-rata basis, except that a part-time employee hired to regularly work thirty (30) hours or more per week shall be granted full coverage under Article XI, Sections 1 and 2 of this Agreement.

ARTICLE IX - CLASSIFICATION AND SALARY SCHEDULE

1. The salaries effective July 1, 2016 and thereafter for the classifications covered by this Agreement are set forth in Appendix A attached hereto and by this reference made a part of this Agreement.

The parties agree that a 3.0% increase shall be applied to all rates, effective July 1, 2016.

The parties agree that a 3.0% increase shall be applied to all rates, effective July 1, 2017.

The parties agree that a 3.0% increase shall be applied to all rates, effective July 1, 2018.

2. The Employer agrees to discuss with the Guild any proposal to abolish, create, or reclassify jobs which fall within the bargaining unit.
3. There shall be no reduction in salaries.
4. Payment of salary shall be made bi-weekly.
5. Employees shall receive an annual holiday pay equivalent to one week's gross wages, less required tax deductions, prior to December 25. Employees with less than one year's service as of December 1 shall receive holiday pay pro-rated according to the number of months in which employed up to December 1.
6. During the first year of this agreement, the Employer shall create a Senior Organizer position in the Organizing Department. The purpose of this position will include, but not limited to, providing assistance to the Organizing Director in programmatic leadership for the department, to assist in providing professional development to the organizing staff, to successfully run campaigns as required off all organizing staff, and to provide supplemental guidance and support to other organizers who are running such campaign.

The Employer further agrees that when the position is created it will be in the Guild bargaining unit, and the Employer will confer with the Guild regarding a job description for the position, prior to adoption. Decisions with respect to filling the position shall be determined by the Employer.

ARTICLE X - VACATIONS

1. Vacations with pay shall be granted employees as follows:

a) After six months, two (2) days

b) After one year, thirteen (13) days

c) After two years, fifteen (15) days, and

d) After four years, twenty (20) days.

If an employee does not use his or her two (2) days after six months, the two (2) days shall carry over to the first year vacation for a total of fifteen (15) after one (1) year.

2. The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference in accordance with seniority. In the event employees chose the same day for vacation requests, the employee whose request was approved first shall prevail. If there is any disagreement the Employer shall have sole authority to determine the vacation period(s).

3. Upon termination of employment after completing the probationary period, an employee (or the employee's estate in case of death) shall receive pay for any unused and accrued vacation.

4. Earned vacation shall be used during the year of entitlement and shall not be carried over from one year to the next. However, if an employee requests and is denied use of vacation time two times in the amounts of week or more when that time has been requested one month in advance that time shall be carried over for use in the next vacation year.

5. Other than times described in sections 3 and 4 above, unused leave will not be carried over or cashed out.

ARTICLE XI - HOLIDAYS

1. The Employer shall allow time off with pay for the following holidays: New Year's Day, Martin Luther King, Jr's Birthday, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas, Employee's birthday, either Christmas Eve or New Year's Eve, as requested by the employee and approved by the employee's supervisor, so that operational and programmatic concerns are considered, and one additional day off with pay between Christmas and New Year's, subject to approval by the supervisor to address operational and

programmatic concerns. Employees shall be allowed to substitute either Christmas Eve or New Year's Eve, plus the floating holiday designated to fall between Christmas and New Year's for either Eid-ul-Fitr, Rosh Hashanah and/or Yom Kippur. Employees intending to make this substitution shall notify their supervisor to later than the July 1st immediately preceding the Holiday(s) they intend to substitute.

2. An employee who has completed one year of employment may select four personal holidays per year, subject to the Employer's operating requirements. After ninety days of employment, newly hired employees may elect to use one personal holiday, subject to the operational needs of the Employer and to be deducted from the calendar year accrual.

ARTICLE XII - GROUP INSURANCE & RETIREMENT

1. The Local shall pay the monthly premium for health insurance for employees and 95% of the additional cost for dependent coverage under the CareFirst Blue Choice HMO OA plan. The employer shall maintain benefits at the level of this plan. The employer shall maintain standard dental and vision benefits under the SEIU Health and Insurance Fund. For a High Deductible Health Plan (HDHP) provided under this Article, as allowed by law, the Local shall contribute to a health savings account (HSA) for each employee, in the amount of \$1850/year for individual coverage and \$3700/year for family or dependent coverage.
2. The Employer shall provide life insurance to employees for two times the employee's salary, as stated in Appendix A of this agreement, with a maximum benefit of \$200,000.
3. All employees shall be participants in the SEIU Affiliates and Officers Fund according to the terms of that fund.
4. The Employer shall maintain the SEIU 401(K) program for bargaining unit employees. It is understood that the Employer shall make no matching contribution to those made by bargaining unit employees. The Employer agrees to meet with the Guild, at its request, to discuss implementation of the plan.
5. The Employer shall provide long-term disability insurance beginning with no more than a ninety-day waiting period for benefits. The Employer will select a carrier within six months of the implementation of this Agreement, to be effective no later than twelve months after the signing date of this Agreement.
6. The Employer shall provide orientation for all new employees and provide them with a copy of this agreement and other relevant information, including, but not limited to, health insurance, retirement and time keeping.

ARTICLE XIII - SICK LEAVE

1. Employees shall accrue sick leave at a rate of one day per month. Sick leave days shall accrue to a maximum of sixty-five (65) days.
2. The Employer may require a physician's or dentist's certificate of illness following three (3) consecutive sick days.
3. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.
4. Employees with four (4) years of seniority shall be able to cash out thirty percent (30%) of their accrued sick leave upon termination of employment from Local 500 and employees with five (5) or more years of seniority shall be able to cash out forty percent (40%) of their accrued sick leave upon termination of employment from Local 500, provided that termination was for reasons other than gross misconduct.

ARTICLE XIV - LEAVES OF ABSENCE

1. On employee request, a leave of absence shall be granted to an employee elected or appointed as a delegate to attend conventions of The News Guild or special meetings called by The News Guild or by a branch thereof on the following conditions:
 - a) No more than one Field Representative or Organizer shall be on leave at the same time.
 - b) No more than two (2) employees will be entitled to be on leave at the same time.
 - c) An employee shall be entitled to no more than five (5) consecutive days of leave at any one time and there shall be an entitlement to no more than fifteen (15) days total leave for all employees per calendar year.
 - d) All leave hereunder shall be unpaid.
2. An employee, on the birth or adoption of his/her child, shall be permitted to take child rearing leave of up to four (4) weeks with pay and four (4) weeks without pay and without loss of seniority or benefits. Employees shall be permitted to take two (2) weeks for gaining of a foster child and four (4) weeks without pay and without loss of seniority or benefits.
3. Employees will be provided with full pay during periods of required jury service. Employees may be granted up to four (4) days of paid leave for service resulting from a subpoena for a criminal case, where the employee is not the defendant. Requests for such leave must be made in advance and submitted with a copy of the subpoena.

4. Employees shall be allowed five (5) days compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to spouse or person with whom the employee immediately beforehand shared a residence, child or parent (in either case natural, foster, step or in-law), sibling, aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent. The five days must be taken on consecutive workdays beginning with the first workday immediately following the decedent's passing. With prior notification and approval from the Employer, the employee may take the compassionate leave over five (5) consecutive workdays, which begin prior to, but include the date of the decedent's passing. The Employer shall not unreasonably deny requests to adjust part or all of the compassionate leave to accommodate funeral arrangements provided that the total period of compassionate leave does not exceed five (5) workdays. Verification of the funeral date shall be provided at the Employer's request, upon the Employee's return.
5. Employees who donate blood will be allowed a maximum paid leave of one-half (1/2) day to recuperate.
6. During unscheduled emergency closing of Montgomery County Schools administrative offices, employees will not be required to report to the office, but will be paid. However supervisors may assign work that would not require unsafe travelling to employees during such times, in the employee's reasonable judgment.

ARTICLE XV - MISCELLANEOUS

1. Bylines - an employee's byline shall not be used over his protest on any written material.
2. Bulletin Boards - The Employer agrees to provide a bulletin board for the use of the Guild.
3. Employees shall not engage in or continue to engage in outside employment without approval of the Employer.
4. An employee and the Guild shall have the right to review the employee's files at any time and, upon request, shall be provided copies of all material in the employee's file. An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.
5. Troubled Employee - The Employer and the Guild jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled. Our objective is to help, not harm, and is for the rehabilitation of the employee. An employee who seeks treatment for any of the above illnesses shall, during the first period of treatment, be entitled to all of the rights and benefits provided to other employees under this Agreement. However, addiction and its consequences shall not be a defense to a charge of gross misconduct justifying discharge or disciplinary

action.

6. A 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 at least quarterly or as needed. The Labor-Management Committee will seek to identify and resolve issues of mutual concern to the Employer and employees. The Labor-Management Committee further will be used to facilitate attaining the goals and objectives of the Employer.
7. The parties agree that Local 500 has an obligation to provide capacity to employees to enable them to meet work expectations that Local 500 creates. Where employees are unclear about their responsibilities for communicating regarding work with supervisors, members and others, they are entitled to obtain clarification and guidance.
8. Employees are encouraged to make suggestions to improve the operations of the Local.
9. The SEIU Local 500 Guild Unit shall be permitted to use the Employer's premises for membership meetings at least once monthly.
10. Employees who are parents, grandparents or legal guardians of school children from kindergarten through grade twelve (12) shall be allowed to take up to four (4) hours of paid time off per school semester to visit their child's school. The time must be requested and approved by their supervisor at least two (2) weeks in advance.
11. Employees shall be entitled to spend one (1) day per year on paid time performing a community service. The time off for said purpose must be requested and approved by the employee's supervisor at least two (2) weeks in advance. Verification of participation in the service may be required by the employer.
12. Employees who are required to work past 7:00pm, where food is not otherwise provided, shall be entitled to reimbursement for a meal, while working. The cost of the meal shall not exceed \$20.00 without advance permission from the employee's immediate supervisor.
13. Employees who are lactating mothers will be given flexibility, consistent with the employer's operational needs, to take breaks required to pump sufficient breast milk
14. Local 500 shall create the option for employees to file expense reports electronically by January 1, 2017.

ARTICLE XVI - EDUCATION

1. When an employee is required by the Employer to take further education, the Employer will pay the cost of, and provide the time for, such education.
2. Employees must be allowed, with the approval of the Employer, time off to attend

educational institutions.

3. An employee who is pursuing a course of study related to work performed by the Employer, conducted by a recognized non-profit college or university, or by an educational institution accredited by nationally recognized agencies or associations, will be reimbursed for the costs of tuition and fees up to a maximum of \$850 per school year (September-August) incidental to such course of study. For employees with two (2) to four (4) years of continuous service, the maximum shall be \$1100. For employees with 5 or more years of continuous service, the maximum shall be \$1600. The following requirements must be met in order for a bargaining unit employee to be eligible for reimbursement under this provision:
 - a) The employee must have completed one (1) year of service prior to enrollment.
 - b) The course of study must be related to an employee's current work assignment or probable future work assignment. Certification of relevance to work must be obtained from the Employer prior to enrollment.
 - c) The course of study must be on the employee's own time, unless specifically approved by the Employer.
 - d) The employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher).
 - e) The combinations of scholarships, grants, and reimbursements from the Employer cannot exceed the total costs of tuition and fees.
 - f) The maximum payable under this provision to any individual is \$4,100.
 - g) The employee agrees to repay any amounts received hereunder if the employee does not remain in the employment of SEIU Local 500 for at least one year following completion of the related course.
 - h) Denials of educational reimbursement shall be made in writing, including an explanation of the decision, when requested by the employee.

ARTICLE XVII - EXPENSES AND TRANSPORTATION

1. Employees using their personal automobiles for a business trip will be reimbursed for mileage at the prevailing IRS rate. Employees requesting reimbursement shall account for mileage at the prevailing IRS rate. Employees requesting reimbursement shall account for miles traveled on the Mileage Reimbursement Form. The Employer also reimburses for the costs of tolls, parking, or the use of other modes of transportation (subway, taxi, bus, etc.) incurred for business purposes.

2. Employees who because of the Local 500 business use of their automobile must pay a higher insurance premium shall be reimbursed for the amount of the additional premium. Documentary evidence must be submitted. Reasonable miscellaneous expenses incurred by an employee for business purposes shall be reimbursed on submission of proper documentation.
3. The Employer shall provide a car allowance of \$675.00 per month, for Field Mobilization Organizers, for employees required to use their automobile for business use in excess of an average of 500 miles a month over the previous six months. The allowance shall be granted until the average use falls below 500 miles per month for a six-month period. The Employer may set standard and reasonable requirements for verifying mileage claimed by employees covered by this section. The allowance shall be paid along with the employees' pay and taxed as income. Car allowance shall not be used for computation of retirement, leave pay, or other benefits.
4. Organizers, and Child Care Organizers will have the choice of receiving transportation compensation as described in paragraph 5, below, or receiving \$750/month car allowance. This choice must be made on the effective date of this provision, and can be changed only 1 time a year, on July 1st. New employees make the choice upon commencing employment, and may change thereafter on July 1st.
5. Organizers and Child Care Organizers who elect to receive reimbursement for gas usage, will receive \$500/month car allowance, plus reimbursement for 75% of gas receipts. The reimbursement of gas receipts is intended to cover gas usage for work-related driving. It is not intended to reimburse for gas used on holidays or while the employee is on leave. Gas receipts incurred for driving for organizing assignments that require overnight stays, will be reimbursed 100%. For any pay period during which the employee uses at least 4 days of leave, the gas receipt reimbursement will be reduced to a proportionate percentage of time worked for that pay period.
6. Upon the Employer's request, the employee will provide an accounting of work-related driving during a time period covered by any particular gas receipt submitted.
7. FMOs assigned to work as organizers for a period of two weeks or longer shall be eligible to receive, in addition to their regular car allowance, \$0.10 per mile for work-related driving on the organizing campaign. After the two-week period of working full-time as an organizer, the \$0.10 per mile supplement shall be retroactive to the beginning of the period.
8. The Employer will provide forms for documenting work-related driving and driving-related expenses.
9. Consistent with the collective bargaining agreement and established practice, employees who do not receive a car allowance, who use their personal automobiles for work purposes, will be reimbursed for mileage at the prevailing IRS rate. Employees requesting reimbursement shall account for mileage at the

prevailing IRS rate. Employees requesting reimbursement shall account for miles traveled on the Mileage Reimbursement Form.

10. Employees attending a conference with the approval of the Employer shall be reimbursed for the conference fees.
11. Employees who work out of town and are directed by the employer to remain overnight shall receive a fifty dollar (\$50) per diem to cover all meals and other incidentals for each day in which the employee remains overnight. Accommodations must be approved in advance for room and tax and will be reimbursed or paid for by the employer.

ARTICLE XVIII - SAFETY AND HEALTH

1. The Employer and the Guild agree to establish a joint committee on Safety and Health issues in the workplace. The Employer acknowledges that it has the sole responsibility to provide a safe workplace. Local 500 is committed to providing a safe and healthful work environment. The Guild and its members agree to cooperate to achieve such a workplace. The committee will meet at least quarterly to investigate issues of ergonomically correct workstations and work practices.

ARTICLE XIX - CONTROLS SAVINGS CLAUSE

1. If government controls are instituted affecting this contract, the Employer will implement this contract to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.
2. The parties agree that they have had a full and complete opportunity to bargain on all issues and practices. The parties agree that this Agreement contains all elements of the parties' understanding. There are no other agreements, except as specifically incorporated herein.

ARTICLE XX – TECHNOLOGY – EMPLOYER-OWNED PROPERTY AND INFORMATION

1. SEIU Local 500 provides certain tools, which are employer-owned property, to assist employees in performing their jobs. We expect employees to exercise reasonable care in using and possessing these tools.
2. Regarding employer-owned property – including devices, networks, programs, or information – employees are responsible for ensuring that there is no misuse or neglect of the property.

3. Staff are permitted reasonable personal use of SEIU Local 500 employer-owned property. Personal use of employer-owned property may not interfere with the purposes for which the property is made available to an employee by the employer. Any such personal use that does interfere with the intended purposes of the property is strictly forbidden. Employees may not store information or use employer-owned devices for any information that is pornographic, discriminatory, or harassing. Employees should bear in mind that the employer reserves the right to review and disclose any information sent, received, or stored on the employer-owned devices.
4. Employees may not share devices assigned to them with non-employees. Similarly, they may not share their passwords except when specifically authorized to do so by the employer. Regarding shared-usage employer owned equipment, employees must ensure that the prior user has been logged off the device before logging on. Employees must log-off the equipment when finished using it.
5. Employees may not intentionally copy software programs or download programs or information that can result in copyright violations or viruses. Employees may not make copies of employer-owned software without prior approval from the Office Manager or the Executive Director of Local 500. Employees may not install software from home on employer-owned devices, without express authorization from the Office Manager or the Executive Director.
6. There shall be no secret surveillance of employees' work areas or use of communications systems. Surveillance does not include accessing work areas or use of communications systems when based on reasonable belief that there may be misuse, the need to retrieve information for IT needs, or to comply with legal obligations. In the event SEIU Local 500 intends to institute a monitoring program, it will notify the Guild in advance.
7. Loss or damage to employer-owned property must be reported immediately, either to the employee's supervisor, the Office Manager, or Executive Director.
8. Effective upon ratification of this agreement the current policy of providing compensation for personal cell phone is discontinued.
9. The Employer will consult with the Guild before making substantial changes in the technological tools provided by the Employer to the employees. Final determinations shall be made by the Employer based on its operational needs.

ARTICLE XXI- SUCCESSORSHIP

1. Subject to appropriate confidentiality agreements, before any affiliation or merger (hereinafter "successors") of the Employer, the Employer shall advise the Guild in writing, with as much advance notice as possible, of the contemplated affiliation or merger.

2. In the event of such a contemplated affiliation or merger, the Employer shall meet with the Guild to receive input concerning the transaction. The Employer also shall use its best efforts to have the successor party similarly meet with the Guild.
3. The parties acknowledge their obligation to engage in effects bargaining as required by law. The parties further agree to meet and confer concerning successorship and/or assigns issues.

ARTICLE XXII - DURATION AND RENEWAL

This Agreement is for a three (3) year term, and will take effect as of July 1, 2016, and remain in effect until June 30, 2019. Within ninety (90) days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new agreement to take effect July 1, 2019. 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, 2019, the new agreement shall be made retroactive to July 1, 2019.

For SEIU Local 500, CTW

Merle Cuttitta, President

David Rodich, Executive Director

For Washington-Baltimore News Guild

Cet Parks, Executive Director

Ed Fortney, Unit Chair

Seth Dietz, Vice-Chair

Marva Luke, Committee Member

Travis Simon, Committee Member

Ed Lawler, Committee Member

Justin Yampolsky, Committee Member

APPENDIX A

1. Apprentice Organizers are those who have less than one year's previous experience with a union as an organizer. At the conclusion of one year of service, the Employer shall place the apprentice organizer at the start rate for Organizers as set forth above.
2. Bargaining unit employees shall be placed at Step A of their classification, upon completion of their first year of continuous employment with the employer. They shall be placed at Step B upon completion of their second year of continuous employment with the employer, Step C at the completion of their third year of continuous employment with the employer, and Step D after one year at Step C.
3. All employees shall receive an evaluation at least once per year, on or about the time of their anniversary date with the employer.

*Contract Administration Representative Marva Luke, as a result of prior agreements, is paid at Step D, at a rate of \$68,524.82, effective 7/1/16; and \$70,587.57, effective 7/1/17.

Salary rates on next page

INCREASES 7/1/16 3%		Start	Step A	Step B	Step C	Step D
Mem Strength Field Coord						\$66,794.32
Coord for Mem Pol Engagemt						\$66,794.32
Senior Organizer						\$66,794.32
Contract Admin Reps *		\$51,339.45	\$54,191.65	\$58,306.82	\$59,801.88	\$60,997.92
MSO		\$51,339.45	\$54,191.65	\$58,306.82	\$59,801.88	\$60,997.92
Organizers		\$51,339.45	\$54,191.65	\$58,306.82	\$59,801.88	\$60,997.92
Apprentice Organizer		\$39,930.69				
Childcare Organizers		\$44,305.89	\$54,191.65	\$58,306.82	\$59,801.88	\$60,997.92
Administrative Clerks		\$38,504.58	\$41,704.57	\$43,901.75	\$45,027.49	\$45,928.05
Database Operations Associate		\$40,574.59	\$43,472.78	\$46,371.12	\$48,689.51	\$52,167.34
INCREASES 7/1/17 3%		Start	Step A	Step B	Step C	Step D
Mem Strength Field Coord						\$68,798.15
Coord for Mem Pol Engagemt						\$68,798.15
Senior Organizer						\$68,798.15
Contract Admin Reps *		\$52,879.63	\$55,817.40	\$60,056.02	\$61,595.94	\$62,827.86
MSO		\$52,879.63	\$55,817.40	\$60,056.02	\$61,595.94	\$62,827.86
Organizers		\$52,879.63	\$55,817.40	\$60,056.02	\$61,595.94	\$62,827.86
Apprentice Organizer		\$41,128.61				
Childcare Organizers		\$45,635.07	\$55,817.40	\$60,056.02	\$61,595.94	\$62,827.86
Administrative Clerks		\$39,659.72	\$42,955.71	\$45,218.80	\$46,378.31	\$47,305.89
Database Operations Associate		\$41,791.83	\$44,776.96	\$47,762.25	\$50,150.20	\$53,732.36

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: Local 500, Service Employees International Union, CTW, CLC

I hereby assign to the Washington-Baltimore News Guild an amount each pay period in accordance with a schedule to be submitted by the Guild and I hereby authorize SEIU Local 500 to deduct such amounts from my salary and to remit same to the Washington-Baltimore News Guild no later than the tenth (10th) day of the following month.

This authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one (1) year from the date appearing below, and I agree and direct that this authorization shall be automatically continued unless written notice of its revocation is given by me to SEIU Local 500 and the Treasurer of the Washington-Baltimore News Guild by registered mail, return receipt requested. Such notice of revocation shall become effective the month following the month in which such written notice was received by SEIU Local 500.

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

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

Date

Employee Signature

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