

# **AGREEMENT**

*Between*

**M&R Strategic Services, Inc.**

*and*

**Washington-Baltimore News Guild,  
Local No. 32035**

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## **PREAMBLE**

This AGREEMENT is made effective December 8, 2021, between M&R Strategic Services, Inc., hereinafter referred to as the Company or M+R, and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America as Local 32035, hereinafter referred to as the Guild, acting for itself and on behalf of all Guild bargaining unit employees described in Article 1.

M+R and the Guild enter into this Agreement with the understanding that M+R and its employees share a common purpose to work with clients whose missions are progressive social change and the alleviation of suffering in the world. This shared purpose demands that M+R's structure and practices allow M+R and its employees to:

- Engage in constant innovation, change, and evolution as tools, strategies and needs evolve;
- Be nimble and responsive to urgent crises, disasters, and opportunities;
- Attract and retain skilled staff who, whenever possible, reflect skills, perspectives, and experiences across race, gender, sexuality, age, and socioeconomic class;
- Ensure that every employee shares in the success and profits of the firm by providing the wages and benefits set forth in this Agreement; and
- Be accountable first and foremost to our shared purpose.

## ARTICLE 1 - BARGAINING UNIT

1. Recognition. M+R recognizes the Guild as the exclusive bargaining representative of all employees in the bargaining unit, defined in paragraph 2 below for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.
2. Bargaining Unit. The bargaining unit covered by this Agreement consists of all full-time and regular part-time employees in the following Practice or Specialist Areas of M+R: Media Relations, Social Media, Digital Fundraising and Advocacy, Digital Organizing, Advertising, Technology, Analytics and Optimization, and Creative Areas, including those positions as defined in the Certification of Representative issued by the National Labor Relations Board in Case No. 05-RC-202309. The bargaining unit shall comprise the positions outlined in Appendix A.
3. Unit Exclusions.
  - a. The bargaining unit excludes managers, supervisors, and confidential employees as defined in the National Labor Relations Act, including but not limited to Executives, Senior Vice Presidents, Vice Presidents, and all other bona fide supervisors.<sup>1</sup>
  - b. The bargaining unit also excludes all other M+R employees who work in the Strategic Consulting Division; any temporary employees as defined in paragraph 4(e) below; any part-time employees who are regularly scheduled to work less than twenty-four (24) hours per week over an eight (8) week period; any bona fide independent contractors; interns and fellows; and any employees of another employer, including any parents or affiliates of M+R.
4. Temporary Employees.
  - a. A “temporary employee” is defined as an employee whom M+R hires directly as a temporary employee.
  - b. Short-Term Staffing Shortages
    - i. M+R has the right to hire temporary employees into the bargaining unit as defined in paragraphs 2 and 3 above for a

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<sup>1</sup> For purposes of this Agreement, references to supervisor refer to non-bargaining unit employees generally referred to by the Employer as Senior Supervisors and is not intended to refer to bargaining unit employees generally referred to as “Lead Supervisors.”

period not to exceed seven (7) months in cases of a client or operational need that could not be met by regular employees in the same role(s). M+R will provide one (1) weeks' notice to the Guild in advance of posting any temporary bargaining unit position under this subparagraph (b).

- ii. Temporary employees hired under this subparagraph (b) shall be members of the bargaining unit and shall be covered by this Agreement with the exception of Article 7 (Probationary Period), Article 8 (Discipline, Discharge, and Layoffs), and Article 20 (401k Plan). Temporary employees hired under this subparagraph (b) may be disciplined or discharged without just cause. Temporary employees separated at any point during their term as a temporary employee shall not be eligible for severance.
- iii. No later than two (2) weeks before the predetermined end of a temporary role, M+R shall notify the Guild and the employee whether there is an ongoing operational need for this position. If there is an ongoing operational need, and M+R does not notify the employee that the employee is not eligible for conversion to regular status prior to the predetermined end of the temporary role, the employee shall automatically be considered to have their job converted to regular status. If there is not an ongoing operational need, the employee shall be terminated at the end of the predetermined period.
- iv. If M+R wishes to hire a position for which a temporary employee has completed their predetermined period within the past two (2) months, M+R shall notify the Guild and automatically consider the former temporary employee. If, after considering the former temporary employee, M+R makes an offer of employment to the former temporary employee, the former temporary employee shall have two (2) weeks to accept the offer. If the former temporary employee does not accept the offer within two (2) weeks, M+R shall be entitled to open the role to additional applicants per Article 10 (Inclusive Hiring and Promotions).
- v. At no time will the number of temporary staff hired under this subparagraph (b) exceed one-third ( $\frac{1}{3}$ ) of the total non-temporary staff in that role per Area, provided that M+R shall always be permitted to hire at least one (1) temporary employee in a role per Area (e.g., if an Area has two non-temporary Associates, should a need arise for a temporary Associate, M+R may hire one (1) temporary Associate).

- vi. M+R's decision, under this paragraph 4(b), that there is a need for a temporary employee, to hire or separate from employment a temporary employee, to convert the status of a temporary employee at the end of the temporary employee's predetermined period, and/or to make an offer of employment to a former temporary employee shall not be subject to the grievance and arbitration provisions of this Agreement.
- c. Electoral Work, Time-Bound Work, and Staff Leaves
  - i. Electoral Work. M+R has the right to hire temporary employees into the bargaining unit as defined in paragraphs 2 and 3 above for a period not to exceed twelve (12) months to perform work primarily related to the electoral cycle.
  - ii. Time-Bound Work. M+R has the right to hire temporary employees into the bargaining unit as defined in paragraphs 2 and 3 above for a period not to exceed the timeframe outlined in the contracted scope of work.
  - iii. Staff Leaves. M+R has the right to hire temporary employees into the bargaining unit as defined in paragraphs 2 and 3 above to cover for employees who are on leave or temporarily filling other positions.
  - iv. Temporary employees hired under this subparagraph (c) shall be members of the bargaining unit and shall be covered by this Agreement with the exception of Articles 8.2, 8.3 and 20. Temporary employees separated at any point during their term as a temporary employee shall not be eligible for severance. M+R's decision to hire a temporary employee shall not be subject to the grievance and arbitration provisions of this Agreement.
- d. Temporary Change of Role
  - i. As an alternative to hiring temporary employees under subparagraphs (b) and (c) above, M+R has the right to internally post opportunities for current employees to temporarily transfer to a role within a different Area for a predetermined period of time, provided that their new temporary role is within the same tier as their current one (e.g., if M+R has a short-term need for an Account Executive within the Digital Organizing Area, an Account Executive from Digital Fundraising and Advocacy may apply for a temporary transfer).

Prior to internal posting of the temporary role change, M+R shall notify the Guild of the role to be opened and the period of time for which it will be filled. M+R's decisions as to which candidates to select for temporary change of role under this subparagraph (d) shall not be subject to arbitration under this Agreement.

- ii. At the conclusion of the predetermined period, the employee shall return to their original role and Area. If M+R determines that there is a continuing need for their temporary role past the predetermined period, the employee may apply for the open position (as outlined in Article 10).

e. Temporary contractors hired through a staffing agency shall not be considered or deemed employees for purposes of this Agreement, are not covered under its terms, and are not eligible for M+R benefits.

- 5. New Unit Positions. M+R has the right to create new bargaining unit positions within the Unit Position Tiers described in Appendix A. M+R will notify the Guild of the creation of such new positions. Upon the Guild's request within five (5) business days of such notice, M+R and the Guild will meet and confer over the responsibilities and job description for the new position and the minimum salary for the new position, with such meeting occurring within five (5) business days of the Guild's request. If no consensus is reached within ten (10) business days of M+R's notice to the Guild, M+R may proceed with filling the new position (including assigning the minimum salary to the position, no less than M+R's last proposed minimum), without bargaining or arbitration. M+R will provide new employees with a copy of the job description for their positions, if one is currently available. M+R has the discretion to modify job descriptions to meet business needs and will obtain input from the affected employees regarding changes to their job description prior to finalizing any revised description.
- 6. New Excluded Positions. M+R has the right to create new managerial, supervisory, or confidential positions that are excluded from the bargaining unit and to reclassify unit positions as excluded on the basis of new or changed duties that make the position managerial, supervisory or confidential. Disputes over the non-unit status of such positions shall not be subject to the arbitration provisions of this Agreement.



## ARTICLE 2 - DIVERSITY, EQUITY, AND INCLUSION

1. Discrimination and Harassment. M+R is committed to maintaining a work environment that is free of discrimination. M+R will not tolerate any form of discrimination or harassment against any employee or prospective employee due to actual or perceived race; color; creed; sex; age (18 and over); sexual orientation; national origin; religion; political affiliation; marital status; familial status; gender; pregnancy, childbirth, or breastfeeding; reproductive health decisions, or related medical conditions; gender identity; gender expression; partnership status; military or veteran status; medical condition or history, including cancer or AIDS/HIV; genetic information including predisposition or carrier status and that of family members; disability (mental or physical); physical characteristics or personal appearance, including height, weight, and hair; ethnicity; ancestry; arrest or criminal record; status as a survivor or family member of a survivor of domestic violence, sexual assault, or stalking; membership in, or activities on behalf of, the union; or on any basis prohibited by federal or state statute.
2. Non-Retaliation. M+R shall not unlawfully retaliate against an individual who has made a good-faith complaint about a violation of the Employer's Policy Against Discrimination, Harassment, and Retaliation or has cooperated in good-faith with an investigation into a complaint of violation of these policies.
3. Recourse. Employees who believe they have been harassed, discriminated against, or retaliated against, in violation of the above stated policies, shall have recourse to grievance and arbitration.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

1. Management Rights. Except as limited by a specific term of this Agreement, M+R reserves and retains exclusively to itself the traditional rights in the exercise of the functions of management, including but not limited to the discretion to manage and operate M+R's business, finances, facilities and locations; to direct, plan and control all M+R operations; to direct its employees; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to determine the qualifications and responsibilities of employees; to develop, implement and modify performance evaluation and merit pay programs; to establish and/or change existing operational methods, technologies, materials, equipment, and facilities; to establish, administer, modify and/or rescind workplace policies and other standards of conduct; to select and hire employees; to determine and evaluate the competency of employees; to set schedules and determine shifts and hours of work; to promote, demote or transfer employees; to suspend, discipline and discharge employees for good cause; to subcontract work; to lay off employees; to restructure and reorganize its operations; to change, relocate or close facilities; and to exercise sole discretion on all decisions involving the scope and direction of the business and all decisions regarding client service and client relations. This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein. The non-exercise of any management rights shall not constitute a waiver of M+R's rights.
2. M+R's exercise of the rights set forth in this Article is not subject to arbitration or mid-term bargaining, except as to M+R's right to establish, modify and/or rescind workplace policies as provided for in Article 9, under this Agreement.
3. The rights set forth in this Article remain in effect both during the term of this Agreement and after its expiration.

## **ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF**

### **1. Union Membership.**

a. All present employees covered by this Agreement, on or after thirty (30) days from the effective date of this Agreement, and employees employed after signing of this Agreement, on and after thirty (30) days from the date of their employment, as a condition of continued employment, will either:

i. Become and remain members of WBNG during the term of this Agreement and pay to WBNG the periodic dues uniformly required by WBNG as a condition of retaining membership; or

ii. Pay to WBNG, for the term of this Agreement, a service charge, in the same amount and payable at the same time as WBNG's dues, as an agency fee, which is a contribution toward the administration of this Agreement and the representation of employees.

b. WBNG will comply with all legal requirements in implementing and enforcing the provisions of this Article.

c. In the event any employee fails to tender pursuant to paragraph 1(a), above, periodic dues or fees to WBNG, or a service charge to WBNG, WBNG will give notice thereof in writing to M+R requesting the discharge of such employee. M+R will notify the employee of the receipt of such letter, and if the employee does not tender their dues, fees or amounts equal thereto within ten (10) work days after service of notice to the employee, M+R will be required to discharge the employee upon the written request of WBNG.

d. Upon receipt of an employee's voluntary written assignment and authorization, M+R will deduct from the earnings of such employee and pay to WBNG, not later than five (5) work days following a regular payday, WBNG membership dues or the service charge. The amount of membership or service charge so deducted will be in accordance with the WBNG schedule of dues amounts, by employee, furnished to M+R by WBNG.

### **2. Dues or Agency Fee Check-Off.**

a. Any employee in the bargaining unit may voluntarily sign a written dues or fee check-off authorization directing M+R to deduct uniform Guild dues or agency fees from their wages.

b. In compliance with all applicable law, and on the basis of individually-signed voluntary dues or fee check-off authorizations provided to M+R by the Guild, M+R will deduct Guild dues or agency fees from the wages of employees each pay period. M+R will send such dues or agency fees to the Guild on a monthly basis.

c. M+R assumes no responsibility either to the employee or the Guild in the event that it does not make such deductions in any instance through inadvertence or error. The Guild agrees to indemnify M+R and hold it harmless from all claims, damages, costs, fees or charges of any kind that may arise from M+R's implementation of this Article or from any dues or fee-related information that the Guild provides to employees.

d. Authorizations must be in the following form:

#### ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES OR AGENCY FEES

TO: M&R Strategic Services, Inc.

I hereby assign to the Washington-Baltimore Newspaper Guild an amount each month in accordance with a schedule to be submitted by the Washington-Baltimore News Guild and I hereby authorize M+R to deduct such amounts from my salary and to remit same to the Washington-Baltimore News Guild not later than the 10th day of that month.

This authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one 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 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 M+R.

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

I agree to hold M+R harmless against any and all claims and liability for or on account of the deductions made from my wages or other earnings and remitted to the Washington-Baltimore News Guild, Local 32035.

**Date** \_\_\_\_\_  
**Employee's Signature** \_\_\_\_\_

**Witness** \_\_\_\_\_  
**Print Employee Name** \_\_\_\_\_

3. The Guild agrees to indemnify M+R and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the Employer 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 5 - HOURS AND SCHEDULES

1. Work Week. The regularly scheduled work week ("Full Work Week") for full-time employees is forty (40) hours, split into five (5) days of eight (8) hours each ("Full Work Day").
2. Schedules.
  - a. Standard Business Hours.
    - i. M+R's Standard Business Hours are 9 a.m. to 6 p.m. in Eastern, Central, Mountain, or Pacific Time. Employees may set their Full Work Day for any of those time zones. In the event that an employee uses a time zone other than their respective work location, they must notify their supervisor in writing of the selected Standard Business Hours.
  - b. Alternate Work Schedules.
    - i. Preferred Business Hours. M+R prefers employees work during the Standard Business Hours.
    - ii. M+R and the Guild recognize the value, desirability, and need for Alternative Work Schedules as a means to improve an employee's work-life balance and/or facilitate completion of outside responsibilities. Accordingly, any non-probationary M+R employee may set an Alternate Work Schedule as long as the employee is scheduled to work the full Work Week as defined in paragraph 1 above and within the Core Hours listed in (b)(iii). Non-probationary employees shall notify their supervisor and colleagues in writing of the specific hours of their Alternate Work Schedule.
    - iii. Core Hours. Alternate Work Schedules must include M+R's Core Hours: 1 p.m. ET / 10 a.m. PT to 4 p.m. ET / 1 p.m. PT, Monday through Friday. Exceptions will be granted for employees with a demonstrated need to work outside these core hours (e.g. caretaking responsibilities, medical considerations), provided that the employee provides a detailed plan in writing to their supervisor and teams for how to make the arrangements operational for business and client needs.
    - iv. Required Attendance. Employees working an Alternate Work Schedule must be regularly able to attend required all-staff activities (e.g. meetings, trainings) or client meetings that may fall outside of M+R's Core Hours but within M+R's Standard Business Hours, provided that the activities and meetings are scheduled

with as much notice as reasonably possible.

v. Changes. Adjustments to Alternate Work Schedules require the employee to provide five (5) business days' advance notice when possible and an updated plan, if one was devised, as outlined in paragraph (b)(iii) above. Occasional shifts, in cases of operational or client emergencies or unanticipated leaves or absences affecting work schedules, do not require advance notice.

vi. Modifying and Rescinding Schedules. M+R may modify or rescind any Alternate Work Schedules when the schedule is operationally unworkable; the decision to modify or rescind an Alternate Work Schedule or grant or deny a request for an exception to working within M+R's core hours is not subject to the arbitration provision of this Agreement.

3. Work in Excess of the Full Work Week.

a. Required Work. M+R may require any employee to work in excess of the Full Work Week to meet operational and client needs.

b. Flex Time and Compensatory Time (for Exempt Employees).

i. Depending on business and client needs, sometimes an employee may work more hours than the Full Work Week, and sometimes they may work less. Paragraphs (ii) and (iii) below apply to full-time employees who are exempt from overtime ("exempt employee") and for whom weekend days are not part of the employee's regular assigned schedule.

ii. Flex Time. When an exempt employee works fewer than two (2) hours in excess of a Full Work Day, or up to two (2) hours on a weekend day, the employee has the right to reclaim the excess time worked during the following thirty (30) calendar days at a 1:1 ratio (including if the excess time worked during the previous thirty (30) calendar days adds up to eight (8) hours, which an employee could reclaim that time worked as a full day off). No advance approval is required from their supervisor before working this time.

iii. Compensatory Time. When an exempt employee works more than two (2) hours in excess of a Full Work Day, or more than two (2) hours on a weekend day, the employee has the right to reclaim the excess time worked as Compensatory Time during the following three (3) months at a 1:1 ratio. Advance written approval

from their supervisor is required in order to work hours that would trigger Compensatory Time. If the employee is unable to take the Compensatory Time within the three (3) month time limit, a thirty (30) day extension can be requested up to five (5) days before the time limit expires.

iv. Before taking either Flex Time or Compensatory Time as outlined in paragraphs (ii) and (iii) above, the employee is required to provide advance notice to internal teams and/or client teams.

v. Flex Time and Compensatory Time that is not used within the time limits set forth in paragraphs (ii) and (iii) above will be forfeited. Employees will not be paid out for any unused Flex Time or Compensatory Time.

c. Overtime For Non-Exempt Employees. When a full-time employee, who is non-exempt from overtime works any time on a weekend day (when weekend days are not part of the employee's regular assigned schedule) or any time in excess of a Full Work Day, M+R will provide the employee with pay at the rate of time and one-half their regular rate of pay for the actual time worked in excess of the Full Work Day, provided that employees are not permitted to work more than two (2) hours of overtime per week without the advance written approval of their supervisor.

4. Timekeeping. All employees must accurately and fully record their time through M+R's timekeeping system on a daily basis. Time reporting must be submitted on the 1<sup>st</sup> and 16<sup>th</sup> day of each month. If the 1<sup>st</sup> or 16<sup>th</sup> day of the month is a weekend, the deadline is the following business day. If the employee is out of the office the day of the deadline due to illness or an unexpected emergency, their deadline will be extended to their first day back to work.

5. Part Time Hours.

a. M+R has the discretion to employ part-time employees, with no guarantee of a minimum number of days or hours each week; to assign such part-time employees work on a regular weekly basis or a temporary basis; and to increase, reduce or eliminate part-time hours based on operational needs. The number of part-time employees that M+R decides to employ rests in M+R's discretion subject to the requirements of paragraph (b) below.

b. In cases where M+R hires non-bargaining unit part-time employees to perform work otherwise assigned to full-time employees, M+R will provide the Guild the reasons for this work being assigned



as part-time. At no time will the number of part-time staff in a given role per Area exceed the total full-time staff in that role per Area, provided that M+R shall always be permitted to hire at least one (1) part-time employee to each role in each Area (e.g., if an Area has two full-time employees in a given role, should a need arise for a part-time employee, M+R may hire one (1) part-time employee).

c. M+R's exercise of its discretion in this Section (5) is not subject to the arbitration provision of this Agreement.

6. Remote Work.

a. M+R and the Guild understand that shared expectations surrounding employees' regular presence in offices benefit M+R and staff's ability to create a collaborative and inclusive workplace culture, and enable M+R to appropriately direct resources such as office space. M+R and the Guild also recognize that remote work helps M+R to hire and retain a more diverse pool of staff, supports employees in creating sustainable work styles, and has been demonstrated as an environment in which staff are able to perform the duties of their roles. Therefore, M+R can require and all employees have the ability to work remotely full-time or in a hybrid remote work arrangement. M+R reserves the right to require an employee on remote work to be present in the office on a day or days for operational reasons.

b. Full-time Remote.

i. Any bargaining unit employee can work full-time from any location in the United States (including its territories) if they have reliable phone and internet service and are available by phone and email during their regularly scheduled work hours, as outlined in paragraph 2 above.

ii. Employees shall provide advance notice of four (4) weeks to their supervisor, teams, and relevant office staff, unless there are mitigating circumstances, before initiating a Full-Time remote arrangement.

iii. M+R will provide all Full-time Remote employees with the use of a laptop, desktop monitor, keyboard, and mouse. M+R will provide all employees working remotely full-time with a one-time budget of \$250 for office set up and a monthly budget of \$160 for reimbursement toward work-related expenses (such as internet, phone, office supplies and equipment, other comforts, or co-working spaces). M+R will also reimburse travel-related expenses

when a remote work employee is required to be present in the office. M+R shall convert an employee's arrangement from Full-time Remote to Hybrid Remote if the employee works at least five (5) days from an M+R office over a one (1) calendar month period for non-required reasons, M+R shall convert an employee's arrangement from Full-time Remote to Hybrid Remote with four week's notice. M+R's decision to make these changes for an employee is not subject to the arbitration provision of this Agreement.

c. Hybrid Remote.

i. M+R employees who are not Full-time Remote, as outlined in paragraph (b) above, may work full-time out of one of M+R's offices or in a hybrid remote arrangement. A hybrid remote arrangement is one in which an employee works at least two days a week outside of an M+R office (in the United States, including its territories) with reliable phone and internet service and where the employee is available by phone and email during their regularly scheduled work hours, as outlined in paragraph 2(b) above.

ii. Employees shall provide advance notice of four (4) weeks to their supervisor, teams, and relevant office staff before initiating a hybrid remote arrangement. M+R employees who are hybrid remote must apply to have a dedicated workspace in one of M+R's offices. M+R's decisions to allocate dedicated workspaces are not subject to the arbitration provision of this Agreement.

iii. M+R will provide all Hybrid Remote employees with the use of a laptop, desktop monitor, keyboard, and mouse. M+R will provide all hybrid remote employees with a one-time budget of \$250 for reimbursement toward work-related expenses (such as internet, phone, office supplies and equipment, or other comforts) at the start of their hybrid remote arrangement.

iv. Employees shall provide advance notice of four (4) weeks to their supervisor, teams, and relevant office staff, unless there are mitigating circumstances, before changing their Hybrid Remote arrangement. Nothing in this paragraph prevents an employee from temporarily adjusting their Hybrid Remote arrangement (e.g. an employee normally in the office three days a week decides to work from another location for two weeks straight).

v. M+R may adjust an employee's dedicated workspace, as outlined in (c)(ii) above, depending on office needs. M+R's

decisions to allocate dedicated workspaces are not subject to arbitration provision of this Agreement.

d. Occasional Remote.

i. Employees who do not have a Full-time or Hybrid Remote work arrangement may occasionally work from other locations if they have reliable phone and internet service and are available by phone and email during their regularly scheduled work hours, as outlined in paragraph 2(b) above. Occasional Remote work does not require pre-approval unless the temporary location is outside of the United States or its territories.

ii. M+R may adjust an employee's dedicated workspace depending on office needs. M+R's decisions to allocate dedicated workspaces are not subject to the arbitration provision of this Agreement.

## ARTICLE 6 - WORK ASSIGNMENTS

### 1. Flexible Work Assignments

a. Bargaining Unit Employees. M+R has the right to assign Guild-covered employees to perform whatever work M+R deems appropriate in connection with any client projects, programs, campaigns, or activities and in connection with any work in support of such client projects, programs, campaigns, or activities. Work assignments to unit employees may include new work or may include the type of work previously assigned to unit employees, to M+R staff not covered by this Agreement (including but not limited to managers or supervisors), or to employees of another employer.

i. Capacity Planning. Guild representatives shall have access to the time projecting system (Adaptive as of ratification or the relevant specialist pipeline).

ii. Billable Work. M+R shall not terminate or discipline employees for, or include as a performance expectation assessed in performance reviews, the share of their time spent on billable work, provided that employees perform the work assigned to them.

iii. Hours Reports. Employees shall receive a report on the 1<sup>st</sup> business day following the first of the month detailing total hours scheduled vs hours in the month. Employees will also receive a report of their weekly actual hours worked in their weekly supervisor check-in. This paragraph shall not be subject to the grievance and arbitration provisions of this Agreement.

b. Non-Bargaining Unit Employees. M+R has the right to assign or reassign work that is or has previously been assigned to Guild-covered employees to M+R staff not covered by this Agreement, including but not limited to managers or supervisors.

### 2. Contractors, Consultants and Service Providers. In addition to the work of its bargaining unit employees, M+R has the discretion to continue engaging outside contractors, consultants and service providers on a non-employee basis to provide services to M+R and its clients. Contractors, consultants and service providers under this provision shall not be considered or deemed employees for purposes of this Agreement and are not subject to its terms.

### 3. General Union Members. Employees shall be excused with pay for one (1) hour each month to attend general union meetings. This time will be included in employees' staffing scenarios and accurately reported

on the employees' time sheets as part of the "Admin, Learning, Culture, and Equity" bucket of time available to each staff member. M+R will provide coverage during this meeting to ensure employees are able to attend.

4. Stewards. The Guild may designate employees to serve as Guild stewards and will notify M+R, in writing, of the roster of such Guild stewards.
5. Union Time.
  - a. M+R shall grant employees an aggregate maximum of 408 hours prorated per calendar year to administer and implement the terms of this Agreement, including but not limited to time spent by employees participating in any mid-term bargaining. Time spent by employees attending the monthly general union meeting shall not be deducted from the aggregate total. Unused time at the end of the calendar year expires and does not carry over into the next period. Employees are to accurately report this time on the employees' time sheets.
  - b. M+R will allow one steward or other guild representative to attend, on paid work time, disciplinary or grievance meetings that the parties agree to conduct during normal business hours. Attendance at these meetings shall not count toward the aggregate maximum in subparagraph (a) above.
6. Bargaining Committee.
  - a. In connection with negotiation of a successor Agreement to this Agreement, the Guild may designate up to ten percent (10%) of bargaining unit employees to participate in the Guild's bargaining committee and will notify M+R, in writing, of the roster of the representatives (e.g., if there are Eighty-nine (89) bargaining unit members, the Guild may designate eight (8) bargaining unit employees).
  - b. As feasible with schedules, all bargaining sessions for a successor Agreement shall be conducted during M+R's hours of operation. The parties agree to plan for weekly two-hour sessions during such hours. If changes in the weekly schedule are needed, the parties will discuss and adjust accordingly based upon mutual agreement. Beginning with the first month in which bargaining sessions are scheduled, M+R shall allocate twelve (12) hours per month of staff time for the bargaining sessions and preparation for those sessions (for each member of the bargaining unit bargaining

committee). If additional time is needed, the parties will discuss and allocate additional time by mutual agreement.

7. Meet and Confer. M+R's exercise of its rights under this Article shall not be subject to arbitration or mid-term bargaining. However, prior to making any non-temporary material changes to work assignments materially impacting Guild-covered employees under this Article, M+R will meet and confer with the Guild about such changes.
8. Duration. The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

## **ARTICLE 7 - PROBATIONARY PERIOD**

1. Probation. New employees shall have a probationary period not to exceed fourteen (14) weeks, which shall be extended to seven (7) months on notice by M+R to the Guild prior to the end of week fourteen (14).

Prior to the end of week fourteen (14), or month seven (7) if probation is extended, the supervisor will provide feedback on performance to date, and any areas of concern that could lead to termination or a changed job description.

2. Termination. During this probationary period, new employees may be disciplined or discharged without just cause, and the discipline or discharge of new employees during their probationary period shall not be subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE 8 - DISCIPLINE, DISCHARGES, AND LAYOFFS**

### **1. Discipline and Discharge.**

a. M+R has the right to discipline and/or discharge non-probationary bargaining unit employees for just and sufficient cause and to determine the appropriate disciplinary action (e.g., warning or discharge) based on the facts and circumstances of each case.

b. Progressive discipline under this Agreement normally consists of a verbal warning, written warning, a final written warning or a suspension without pay, and then termination. In any arbitration over an employee's termination, progressive discipline will be deemed satisfied if M+R followed these three disciplinary steps. However, nothing in this Agreement limits M+R's right to discipline, suspend or discharge an employee without progressive discipline in appropriate cases, including but not limited to cases of gross misconduct (for example, plagiarism, violence, dishonesty or theft).

c. Copies of all written disciplinary action will be provided to the Guild as soon as practical after the discipline.

d. Employees terminated under this paragraph 1 are not entitled to severance pay.

### **2. Performance Improvement Plans.**

a. As an alternative to progressive discipline under paragraph 1 for performance issues, M+R may elect in its discretion to place a non-probationary employee who is not meeting M+R's expectations on a Performance Improvement Plan ("PIP"). The terms of the PIP shall be set out using the PIP Template attached as Appendix B. The period for the employee to demonstrate the required improvement under the PIP shall be no fewer than thirty (30) calendar days and no greater than two hundred seventy (270) calendar days ("PIP Period").

b. Prior to the commencement of a PIP, M+R shall provide the employee and the Guild with the terms of the PIP. At a mutually agreed-upon time no later than five (5) days after providing these terms, M+R shall meet with the employee and the Guild to review the terms of the PIP. At that meeting, M+R will go through each identified growth area in the PIP, answer any questions about the goals, feedback, and/or documentation, and discuss what types of support will be most effective for the employee to meet the expectations of their position. The PIP shall commence the next business day after this meeting. If the employee or the Guild have any outstanding



questions about the terms of the PIP, they may request to hold a meeting with M+R's Vice President of Human Resources to discuss those questions.

c. Within five (5) business days of the commencement of the PIP, the employee may submit their resignation, to be effective between two (2) and eight (8) weeks after the date of the commencement of the PIP. Employees who resign under this subparagraph will receive four (4) additional personal days to conduct job search activities, using company resources (computers, desk, phone, etc.) and be paid severance equal to five (5) weeks' pay, plus an additional one (1) week of pay for each year of service over two (2) years, up to a maximum of nine (9) weeks of pay, provided that the employee signs a release of claims in a form to be provided by M+R.

d. At the midpoint of the PIP, M+R will provide written feedback to the employee and the Guild on the employee's progress in meeting the terms of the PIP. Upon request of the employee, M+R will also meet with the employee and a Guild representative at a mutually-agreed-upon time within five (5) days of delivery to discuss the written feedback.

e. No less than five (5) business days after the end of the PIP Period, M+R will notify the employee in writing that they either (i) have successfully passed the PIP Period by demonstrating the required improvement; or (ii) have not demonstrated sufficient improvement and will be subject to an extension of the PIP Period of no less than two (2) weeks ("Extended PIP Period").

f. If an employee does not demonstrate the required improvement by the end of the Extended PIP Period, M+R may terminate the employee. In that case, the PIP process replaces and satisfies the progressive discipline process. However, termination under a PIP must still satisfy the other requirements of just cause.

g. An employee terminated under this paragraph 2 may elect between one of two separation pathways within three (3) business days of the date of the PIP termination notice:

i. Supported Job Search. The employee may elect to receive four (4) additional personal days to conduct job search activities, using company resources (computers, desk, phone, etc.). If the employee has not found another position within M+R or elsewhere by the end of four (4) weeks, they will be terminated from employment.

- ii. Resignation. In the alternative, the employee may submit their resignation, to be effective within two (2) weeks of the date of the PIP termination notice. Employees who resign under this subparagraph and sign a release of claims will be entitled to two (2) weeks of severance pay in addition to the severance provided in paragraph 2(i) of this Article.
- h. Whichever separation pathway outlined in paragraph 2(c) or 2(g) that the employee elects, the employee will, upon request, be provided up to ten (10) hours of coaching and job search support from an outplacement service retained by M+R on their behalf. M+R will not contest an employee's application for unemployment benefits when the employee separates under any of these pathways.
- i. An employee terminated under this paragraph 2(g) will be paid severance equal to two (2) weeks' pay, plus an additional one (1) week of pay for each year of service over two (2) years, up to a maximum of six (6) weeks of pay, provided that the employee signs a release of claims in a form to be provided by M+R. If an employee does not sign a release and receive severance pay under this paragraph, the employee may challenge the termination through the grievance and arbitration process.
- j. The decision to put an employee on a PIP, and the terms of the PIP, are not subject to the grievance and arbitration procedures of this Agreement. However, any employee terminated as a result of a PIP may challenge that termination through the grievance and arbitration process, provided they do not agree to accept the severance outlined in paragraph 2(i) of this Article.
3. Layoffs.
- a. During the term of this Agreement and after its expiration, M+R has the right to lay off full-time or part-time employees for business or operational reasons. If M+R decides to lay off employees under this Article, M+R will determine the number of employees to be laid off, the identities of the employees to be laid off, and the order in which such employees will be laid off, based on skills, qualifications, expertise, performance, and M+R's operational and client needs. M+R's decisions under this paragraph 3(a) shall not be subject to the grievance and arbitration provisions of this Agreement, unless the total number of layoffs within a 12-month period represent more than ten (10) percent of employees covered by this Agreement or fifty (50) percent of employees in a single Area, provided that M+R shall

always be permitted to lay off at least one (1) employee in an Area. In such case, the Guild may grieve M+R's decisions under this paragraph 3(a) except the Guild may not grieve the decision to conduct the layoff and/or the number of employees to be laid off.

b. M+R will provide two (2) weeks' notice to employees and the Guild in advance of any layoff under this Article, and will provide the Guild the reasons for the layoff (e.g., changes in funding levels). During this two-week notice period, M+R will meet and confer with the Guild about the layoffs and possible alternatives to the layoffs, provided that such notice and opportunity to meet and confer is not required where a client cancels a project without notice.

c. Employees laid off under this paragraph 3 will be paid severance equal to four (4) weeks' pay, plus an additional one (1) week of pay for each year of service over four (4) years, up to a maximum of eight (8) weeks of pay, provided that the employee signs a release of claims in a form to be provided by M+R. M+R reserves the discretion to pay more than the severance provided in this paragraph.

d. A copy of the layoff notice will be sent to the Guild.

## ARTICLE 9 - COMPANY POLICIES

1. Company Policies. Bargaining unit employees are subject to the policies that apply generally to all M+R employees, including M+R's Employee Handbook and including, but not limited to, the following M+R policies:
  - Policy Against Discrimination, Harassment and Retaliation
  - Anti-Nepotism Policy
  - Equal Employment Opportunity Policy
  - Americans with Disabilities Act Policy
  - Weather-Related Closing Policy
  - Tardiness Policy
  - Outside Employment Policy
  - Information Security Policies & Procedures
2. New or Changed Policies. During the term of this Agreement and after its expiration, M+R has the right to establish new policies and modify or rescind existing policies. M+R will provide the Guild with advance notice of any new policy or material change to any existing policy that materially affects bargaining unit employees. Upon written request by the Guild, M+R agrees to bargain in good faith with the Guild for a period of thirty (30) calendar days from the date of the first meeting with the Guild, which absent the mutual agreement of M+R and the Guild must be held within seven (7) calendar days from the date of notice to the Guild; if M+R and the Guild are unable to reach an agreement on the new policy or changed policy by the end of the thirty (30) day period, M+R has the right to implement its final proposal without further bargaining or arbitration with the Guild.

## **ARTICLE 10 - INCLUSIVE HIRING AND PROMOTIONS**

### **1. Hiring.**

- a. M+R strives to hire a diverse staff and will actively recruit underrepresented candidates for bargaining unit positions. M+R will abide by the terms set out in Article 2 (Diversity, Equity, and Inclusion) as well as local, state, and federal laws and regulations.
- b. M+R has the right to hire applicants for bargaining unit positions from any source, internal or external, based on the skills and qualifications that it deems necessary for those positions. Prior to external posting of any open position, M+R will notify the Guild and open the position for applications by current staff. In any case where a bargaining unit member applies for a role and M+R does not select them, M+R will provide written reasoning for this decision to the employee and the Guild. M+R's decision as to which candidate to select for any position will not be subject to the arbitration provision of this Agreement.
- c. M+R shall not ask job candidates to disclose their prior salary history at any point.
- d. M+R will keep each posted unit position open for applications until at least thirty percent (30%) of applicants selected for in-person interview are people of color, or by mutual agreement of the Guild if more than three months have passed since the position was posted.

### **2. Promotions, Growth, and Professional Development.**

- a. M+R strives to retain a diverse staff and is committed to a fair and equitable promotion process that supports the advancement and professional development of staff whose identities are underrepresented in M+R's leadership. M+R will abide by the terms set out in Article 2 (Diversity, Equity, and Inclusion) as well as local, state, and federal laws and regulations.
- b. General Promotion Periods.
  - i. Employees are eligible to be considered for promotions during two times of the year—during the annual review period in September and during the goals check-in in March (the "Promotion Periods"). Promotions given during the September Promotion Period shall be effective October 1st and promotions given during the March Promotion Period shall be effective April 1<sup>st</sup>.

- ii. At any time, employees may advocate for a promotion and discuss with supervisors the necessary steps (including work performance, enhanced skills and/or professional development) to warrant a promotion during a future Promotion Period (though these conversations may also occur during regular one-on-one check-ins with supervisors).
  - iii. M+R will determine whether to promote employees in the Promotion Periods based on employee performance, provided that there shall be a business need for the employee's new role. In cases where an employee's performance is deemed sufficient for promotion during the Promotion Period, but there is no business need for additional staff in the next most senior role, the employee's supervisor shall denote in the employee's review that this is the case and that the employee will be preferred for selection to an Off-Cycle Promotion as detailed in paragraph (c) below.
- c. Off-Cycle Promotions.
- i. Promotions outside of the Promotion Periods are intentionally infrequent. They only happen when there is a business need for someone to fill a more senior role.
  - ii. If there is a business need for a role outside the Promotion Period, M+R will determine the number of positions required to fill this need. Any full-time employees who have been in the role immediately less senior for more than six (6) months than the position being filled shall be eligible. M+R shall provide notice to eligible employees and the Guild of the opening of this role no less than five (5) business days prior to beginning the selection process for the role. During those five (5) business days, eligible employees may submit additional materials and feedback to demonstrate their readiness for promotion. At the conclusion of the five (5) business days, M+R may select from among the eligible employees based on employee performance.
  - iii. Within three (3) business days of selection of the employee or employees for off-cycle promotion, M+R will notify all eligible employees who submitted materials and feedback as outlined in paragraph (c)(ii) or themselves for consideration and were not selected. On request, M+R will provide detailed written reasoning to any of those employees and the Guild. M+R's decision to implement an Off-Cycle Promotion and its decision as to which eligible employee shall be selected for Off-Cycle Promotion shall

not be subject to the arbitration provision of this Agreement.

d. M+R and the Guild recognize that differences in individual circumstances (such as learning style, professional background, or variance in work assignments) can lead employees to grow and develop professionally at different timelines. Therefore, M+R will not terminate or discipline staff based on length of time in a given position. Nothing in this section, however, is intended to relieve an employee from meeting the expectations of their position.

3. Support and Coaching.

a. Employees will receive support and coaching to help them develop their skills and achieve promotion to the next level as follows:

i. Within thirty (30) days of an employee newly entering a position, M+R shall provide them with a copy of their job description and M+R's expectations for their position.

ii. Within the first six (6) months of employment and each promotion, the supervisor will review with the employee the opportunities for advancement for their position, including applicable promotion pathways within the employee's Area and, upon the employee's request, pathways toward successful application for roles in other M+R Areas.

iii. At each subsequent Promotion Period, the supervisor will again review the opportunities for advancement and provide the employee with written feedback on areas where performance improvement and/or skill development is required.

- iv. M+R shall reimburse each full-time bargaining unit employee up to \$1,000 and each part-time bargaining unit employee up to \$500 each calendar year for professional development that is directly related to their work, including but not limited to, trainings not provided by M+R, conferences, and educational resources.
  - v. If an employee does not believe they are receiving appropriate support and feedback from their supervisor, they may request a meeting with Human Resources, their Area's People Partner, and their supervisor's supervisor to discuss their concerns. If the employee's concerns are not resolved in this meeting, the employee may file a grievance within 30 days of that meeting. However, the sufficiency of the support and coaching provided to an employee will not be subject to arbitration.
- b. Pathways to Promotion. M+R and the Guild recognize that clear pathways to promotion support the development of staff to meet their own professional goals and better serve M+R's client and operational needs.
- i. M+R will, on request from the Guild, define the promotion pathway from any bargaining unit position, including the role into which an employee might expect to be promoted into and M+R's performance expectations for such a promotion.
  - ii. In the event that such promotion pathways require the creation of new positions and there is a client or operational need for those positions, M+R shall create such roles within the seniority tiers defined in Appendix A, provided that the creation of such positions shall be governed by paragraph 5 of Article 1. If there is no client or operational need for those roles, M+R will explain the lack of those needs in writing to the Guild. M+R's decision to create or not create a new position is not subject to the grievance and arbitration provisions of this Agreement. When no promotion pathway is defined, employees will receive a "Longevity Increase" as defined by Article 21.



## ARTICLE 11 - GENERAL

1. Performance Evaluations. M+R has the right to conduct annual and interim performance evaluations of its employees, with the expectation that employees will receive some sort of formal feedback on their performance at least twice a year. Performance evaluations are not subject to the grievance and arbitration provision of this Agreement. Employees have the right to submit a written response to their performance evaluation within five (5) business days of receiving the evaluation, and the employee's written response will be included in the employee's personnel file.
2. Expenses.
  - a. M+R will reimburse employees for authorized working expenses incurred in the performance of their duties. Employees must obtain pre-approval of expenses, with written approval for expenses more than \$350 or any other threshold that M+R sets. Approved expense reimbursement requests must be submitted in accordance with M+R's expense reimbursement policies.
  - b. Employees who are authorized to use their own automobiles in the course of their assigned duties will be reimbursed at the current mileage rate allowance set by the Internal Revenue Service.
3. Information to the Guild.
  - a. M+R will provide the Guild with a list containing the following information for each bargaining unit employee on an annual basis, by November 1 of each year:
    - Name
    - Start date
    - Job title
    - Status as full-time or part-time
    - Salary
    - Work location
    - Date of birth
    - Race or ethnic group if known as reported to EEOC
    - Gender if known as reported to EEOC
    - Home address
  - b. M+R will provide the Guild with the following information about bargaining unit employees on a semi-annual basis (by May 1 and November 1 of each year):

- Changes in job titles
- Changes in salary, with reason and effective date
- Promotions and the effective dates
- Resignations, retirements, and deaths and the respective dates

c. M+R will provide the Guild with the following information for each new bargaining unit employee no later than on the employee's first day of work:

- Name
- Start date
- Job title
- Status as full-time or part-time
- Salary
- Work location

#### 4. Personnel Files.

a. Within five (5) business days of an employee's written request to review their personnel file, M+R will allow the employee the opportunity to review the personnel file in the presence of a Human Resources representative.

b. The Guild and M+R agree to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files.

c. When necessary to administer this Agreement or to process a grievance, and upon presentation of an employee's signed access authorization to M+R, M+R will make available for review and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file.

d. When M+R places a performance-related document or disciplinary memorandum in an employee's personnel file, a copy will be promptly given to the employee, and the employee may submit a written response within five (5) business days of receiving the performance-related document or disciplinary memorandum. The employee's timely written response, if any, will be placed in the employee's personnel file.

## ARTICLE 12 - ACCESS

### 1. Guild Representatives.

a. Non-employee Guild representatives agree to request, by email, advance permission from M+R's Vice President of Human Resources for access to M+R's premises. Non-employee Guild representatives will be allowed access exclusively for representational purposes. Representational purposes do not include organizing or solicitation activities, signing-up members, distributing union literature, steward training, union orientation meetings, or other Guild institutional activities.

b. Guild representatives agree to comply with all building security and access procedures applicable to other visitors to M+R while on M+R's premises, and agree not to disrupt or interfere with normal business activities or interrupt employees during their working time.

c. Guild representatives must limit their access to non-work areas, unless access to a work area is necessary to the Guild's ability to represent a unit employee and the Guild representatives obtain advance approval from M+R's Vice President of Human Resources to enter a work area for that limited purpose.

### 2. Meeting Space.

a. Guild Meetings. M+R has no obligation to provide the non-employee Guild representatives with meeting space on M+R's premises to hold union meetings with employees. However, the Guild may request permission for space to hold such union meetings on M+R's premises outside normal business hours, which M+R may grant or withhold in its sole discretion.

b. Employee Meetings. M+R will provide the Guild with space in a conference room in M+R's offices to hold bargaining unit meetings no more frequently than once per month.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

1. Grievance. A grievance is defined as a party's violation of a specific obligation contained in a specific provision of this Agreement or a dispute over a discharge or other discipline with a loss of pay. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.
2. Step 1: Human Resources Meeting.
  - a. Within ten (10) business days from the date that the grievant knew or should have known of the event giving rise to the grievance, the grievance must be presented in writing to M+R's Vice President of Human Resources. The grievance shall state in full the nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. The grievance may be presented to the Vice President of Human Resources directly by the grievant(s) or the grievant(s) may choose to have a steward present the grievance. The Vice President of Human Resources will have ten (10) business days from the presentation of the grievance to attempt to resolve the grievance. Every effort will be made to resolve the grievance at this level.
  - b. The term "business days" as used in this Article does not include Saturdays, Sundays, or Holidays recognized by M+R.
3. Step 2: Guild Grievance Meeting
  - a. If the grievance is denied at the first step or M+R has not responded to the grievance within ten (10) business days of the grievance's presentation, the Guild may make a written request to hold a grievance meeting by sending the request to M+R's Vice President of Human Resources within ten (10) business days of the grievance denial or the expiration of the ten (10)-day period specified in Step 1.
  - b. Within fifteen (15) business days of receipt of the meeting request, a grievance meeting will be held between the parties at a mutually agreeable time and location. M+R will respond in writing to the grievance within fifteen (15) business days after the date of the grievance meeting. M+R's failure to meet this time period for responding will be deemed a denial of the grievance.
4. Step 3: Arbitration.

- a. Absent resolution of the grievance at Step 2, the Guild may, within fifteen (15) business days of the grievance meeting, submit a written demand for arbitration to M+R's Vice President of Human Resources. The demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. M+R and the Guild will select an arbitrator and schedule a mutually agreeable hearing date.
- b. If the parties cannot select an arbitrator within fifteen (15) business days by individual designation, an arbitrator will be selected within the next fifteen (15) business days by alternately striking names from a standing panel of five (5) arbitrators selected by the parties, with M+R and the Guild alternately striking the first name in each case. At the request of either party, an arbitrator not selected for a pending arbitration may be removed from the panel, after which the parties will, within thirty (30) days, select another arbitrator for the panel.
- c. The decision of the arbitrator shall be final and binding; however, neither party waives any legal rights. The arbitrator shall not have the authority to amend or modify, add to or subtract from the provisions of this Agreement.
- d. Matters left to the discretion of M+R throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration. M+R and the Guild agree that there are no mutually acknowledged past practices that have any contractual or otherwise legally enforceable application between them.
- e. The arbitrator shall have the authority to rule on either party's motions, including pre-hearing dispositive motions. If a party raises a question of arbitrability as to a grievance, the party will be entitled to a separate, initial hearing before a separate arbitrator (selected as described in paragraph 3(b) above) on arbitrability only, and a subsequent arbitration on the merits will not be held unless the grievance is found arbitrable. Nothing in this provision waives the party's right to have a court decide arbitrability instead of submitting the arbitrability issue to an arbitrator.
- f. All jointly incurred costs of arbitration shall be shared equally by the parties to this Agreement, except that a party will not be responsible for cancellation or postponement fees incurred by the other party's late cancellation or postponement of an arbitration.

- g. The parties' rights to arbitrate grievances expire upon this Agreement's expiration, except as to grievances that involve facts and occurrences that arose during the term of the Agreement.
5. Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent a written extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance.
6. Guild Grievances. Grievances brought on behalf of the entire bargaining unit or the Guild may be brought initially at Step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to M+R's Vice President of Human Resources within ten (10) business days from the date that the Guild knew or should have known of the grievance. The grievance shall state in full the nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, the Guild shall be bound by the additional timelines and requirements set forth in Step 2 and Step 3.
7. M+R Grievances. Grievances brought on behalf of M+R may be brought initially at Step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the Guild's Unit Chairperson within ten (10) business days from the date that M+R knew or should have known of the grievance. The grievance shall state in full the nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, M+R shall be bound by the additional timelines and requirements set forth in Step 2 and Step 3.

## **ARTICLE 14 - NO STRIKES OR LOCKOUTS**

During the term of this Agreement, M+R agrees not to engage in any lockout of employees covered by this Agreement, and the Guild and employees covered by this Agreement agree not to engage in any strike or sympathy strike, work stoppage, slowdown, sitdown, concerted refusal to work or other interference with or stoppage of work. Any employee engaging in such conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

## ARTICLE 15 - VACATIONS

1. Full-Time Employees. Full-time employees accrue vacation at the following rates:

<b>Length of complete months of service:</b>	<b>Maximum vacation accrued per calendar year:</b>	<b>Rate of accrual per pay period</b>
0-23 months	15 days (120 hours)	5 hours
24-47 months	18 days (144 hours)	6 hours
48-71 months	21 days (168 hours)	7 hours
72+ months	25 days (200 hours)	8.33 hours

2. Part-time Employees. Part-time employees accrue vacation at the rates noted in paragraph 1 above, prorated based on their regularly-scheduled work week.
3. Scheduling Vacation Leave.
  - a. Employees will schedule vacation time in advance. Employees must schedule Vacation Leave lasting longer than one (1) day at least one (1) week in advance. M+R has the discretion to approve or deny vacation requests and to determine vacation schedules, taking into account operational and staffing needs and other business considerations.
  - b. M+R may designate Special Approval Periods when employees may be required to get vacation time approved by their supervisor, their Area's People Partner, and/or their Account Directors. M+R has the discretion to disapprove vacation requests during Special Approval Periods based on operational needs.
4. Reporting.
  - a. Employees must accurately record the number of vacation hours taken as part of the time-keeping process.
  - b. When employees are injured or ill during their vacation, the time off must still be recorded as vacation time.
5. Carry-Over.
  - a. Employees may carry over unused Vacation Leave from one calendar year to the next as follows:



<b>Length of complete months of service:</b>	<b>Maximum carryover amount</b>
0-23 months	5 days (40 hours)
24-47 months	6 days (48 hours)
48-59 months	7 days (56 hours)
60+ months	10 days (80 hours)

Except as provided in paragraph 5(b) of this Article, any unused Vacation Leave in excess of the permitted carry-over will expire on December 31 of each calendar year.

b. If an employee has accrued more Vacation Leave than they are allowed to carry over, the excess Vacation Leave will be carried over to a grace period in which the employee may use the excess Vacation Leave. The grace period cannot extend beyond March 31. Any unused vacation carried over under this paragraph 5(b) will expire on March 31. Grace period Vacation Leave will not be paid out upon separation.

6. Payment of Vacation Upon Separation. Upon separation, employees will be paid for their accrued but unused vacation. Employees who separate voluntarily with less than ten (10) business days' written notice to M+R will not be compensated for accrued but unused vacation.

7. Negative Vacation Leave Balances.

a. Employees may take Vacation Leave based on their expected accrual within that calendar year plus any Carry Over as detailed in paragraph 5 above, provided that they shall not exceed their expected accrual for the calendar year.

b. Employees in their first calendar year of employment: In addition to the use of vacation as described in paragraph 7(a), any Vacation Leave request that would cause an employee in their first calendar year of employment to have their Vacation Leave balance be in the negative, or push the balance further into the negative, must receive prior approval from Human Resources, in addition to their supervisor. If such an employee's Vacation Leave balance drops to negative 40 hours, no additional Vacation Leave will be granted. An employee must use all available Personal Leave before being approved for a negative Vacation Leave balance.

c. Employees located in California, or any other state or locality (currently also Montana, Colorado and Nebraska) that prohibit the

expiration of forfeiture of Vacation Leave, as described in paragraph 5 and 7, may not have negative Vacation Leave balances under any circumstances. California employees in their first 12 months on staff may take up to five days of Unpaid Leave to accommodate vacations planned prior to their hiring. This is subject to the same approval process as regular Vacation Leave.

d. If employment is terminated and the Vacation Leave balance is in the negative, the employee agrees to reimburse M+R for the cost of the Vacation Leave advance, where allowed by law. Reimbursement will be paid from the employee's final paycheck, and, if necessary, paid by the employee within five (5) business days of termination. The reimbursement hourly rate will be based on the employee's annual salary divided by 2080 hours.

8. State Laws.

a. California. Instead of the rules in paragraphs 5 and 7 above, employees working in California or any other state or locality (currently also Montana, Colorado and Nebraska) that prohibit the expiration or forfeiture of Vacation Leave, as described in paragraph 5 and 7 above, are subject to the carry-over and termination payment rules described in the M+R Employee Handbook. Employees in these states and localities in their first 12 months on staff may take up to five days of Unpaid Leave to accommodate vacations planned prior to their hiring. This is subject to the same approval process as regular Vacation Leave.

b. Waiver. To the extent that any provision of this Article is inconsistent with any rights arising under California Labor Code Section 227.3 or any other state or local law, such rights are hereby expressly waived.

## ARTICLE 16 - HOLIDAYS

1. Named Holidays. M+R recognizes the following paid holidays for full-time and regular part-time unit employees: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Holidays falling on Saturday or Sunday will be observed in the same manner as observed by the federal government.
2. Work on Holidays.
  - a. M+R has the right to require employees to work on a holiday for business or operational reasons.
  - b. Exempt employees who are required to work on a Named Holiday will have the right to claim eight (8) hours as Compensatory Time, which may be scheduled and taken in accordance with Article 5(3)(b) of this Agreement.
  - c. Non-exempt employees who are required to work on a holiday will be paid for eight (8) hours of work at the overtime rate.
3. Holiday Early Dismissal.
  - a. M+R may, in its discretion, determine that offices will be closed early prior to select holidays. However, for business or operational reasons, M+R may in its discretion require an employee to work through the end of the normal business day, even if it has announced a holiday early dismissal.
  - b. If an employee takes a vacation, sick, or personal day on a day that is designated as a holiday early dismissal, the early dismissal shall be subtracted from their leave.
4. Other Religious Holidays.
  - a. With the advance approval of a manager or supervisor, employees may exchange up to three (3) of M+R's Named Holidays per year for other days of cultural or religious observance.
  - b. Employees who exchange a Named Holiday with another paid day of cultural or religious observance must arrange with their supervisor to perform their client work remotely on the regular Named Holiday. Paragraph 2 of this Article does not apply to work performed on the Named Holiday under this paragraph 4.

## ARTICLE 17 - LEAVES

### 1. Sick Leave.

a. Full-time Employees. Full-time employees are credited, as of January 1 of each year, with fifteen (15) days of paid Sick Leave for use during each calendar year.

b. During the first year of employment, full-time employees may take a prorated amount of Sick Leave based on the employee's start date, according to the following formula: 120 hours divided by 24 pay periods multiplied by the number of pay periods remaining in the year based on the employee's start date.

c. Part-time Employees. Part-time employees are eligible for paid Sick Leave on a pro-rated basis, based on their regularly-scheduled work week, in accordance with M+R's Employee Handbook.

d. Carryover. Full-time employees may carry over up to 10 days of unused Sick Leave from one calendar year to the next.

### 2. Sick Leave Uses. Sick Leave covers physical and mental well-being as well as doctor, dentist, mental health provider, and vision appointments for injury, illness, or regular preventative care, and also may be extended to other appointments. Employees may also use their Sick Leave days to care for a loved one's physical and mental well-being.

a. Notice. If an employee is unable to work due to a medical situation, the employee must notify their immediate supervisor no later than thirty (30) minutes from their designated start time. Employees must discuss Sick Leave of more than three (3) days with their supervisors as soon as possible before or after it commences. Employees must also provide their supervisors and team members with as much advance notice as possible of planned Sick Leave usage for scheduled appointments and procedures.

b. Documentation. If an employee uses Sick Leave that exceeds seven (7) consecutive work days, M+R may require the employee to submit documentation from an appropriate health care provider.

c. Separation from Employment. Upon separation, employees will not be paid for any unused sick days.

d. Waiver. M+R and the Guild agree that the benefits offered under this Agreement are comparable to or exceed those provided

under the District of Columbia Accrued Sick and Safe Leave Act, California's Healthy Workplaces, Healthy Families Act, Massachusetts' Earned Sick Time Law, and the New York Paid Sick Leave Law, and agree to waive any requirements of those Acts that are inconsistent with this Agreement.

e. Coordination With Leave Funds. If an eligible employee is entitled to paid sick or medical leave benefits through a centralized fund created under federal, state or local laws, the employee must apply for all available benefits. Any benefit that the employee is deemed eligible to receive (or would have been eligible had they applied) will offset the employee's paid Sick Leave under this Article so that there is no duplication of benefits. If the centrally funded benefit is less than Sick Leave under this Article, M+R will allow employees to supplement the centrally funded benefit with M+R Sick Leave pay, so that the combined benefits (from the central fund and from M+R) are equal to what the employee would have otherwise received under this Article.

3. Bereavement Leave.

a. Full-time employees may take up to five (5) days of paid Bereavement Leave in the event of the death of a loved one.

b. Part-time employees may take a prorated number of paid Bereavement Leave days, based on their regularly-scheduled work week, in the event of the death of a loved one.

4. Jury And Witness Leave. Full-time employees who are required to serve on jury duty or who are subpoenaed to testify as a witness will be paid their regular salary while serving. An employee absent for such court service is expected to spend as much time (within regular working hours) performing work for M+R as is not required for jury duty or testimony. If subpoenaed or called for jury duty, an employee must notify their supervisor immediately so that plans can be made to ensure that client work is not negatively affected. If an employee's absence for court service would interfere with critical business operations, M+R may require that the employee seek to have the service rescheduled, provided that M+R supplies the employee with a letter to the court explaining the critical business need.

5. Personal Leave. Full-time employees may take up to three (3) paid Personal Leave days per year (prorated in the first year of employment based on start date), and regular part-time employees may take a pro-rated number of Personal Leave days based on hours worked. All Personal Leave must be recorded as part of an

employee's time entry process. Personal Leave may not be carried over from year to year, and unused Personal Leave will not be compensated upon separation from employment.

6. School Parental Leave. Employees may take up to twenty-four (24) hours unpaid leave during any twelve (12) month period to attend or participate in school-related events for their child. Eligible employees may use accrued Vacation Leave, Personal Leave, or Compensatory Time if they wish to be paid for this time. The employee must notify their supervisor at least ten (10) business days in advance of the need for leave, unless the need to attend the school-related event cannot be reasonably foreseen, in which event the employee must provide as much notice as possible.
7. Other Unpaid Leaves.
  - a. If an employee with a minimum of one (1) year at M+R does not qualify for Parental, Personal Medical or Family Caregiving Leave as set forth in Article 18, they may be granted an unpaid leave of absence for a compelling personal reason with unanimous approval from the employee's supervisor, Area Lead and staffing team, Human Resources, and COO. This leave will be granted on rare occasions and may be a maximum of twelve (12) weeks. To be eligible for this leave, the employee is not on a performance improvement plan nor have they been on a PIP in the three (3) months preceding the request.
  - b. Employees may not take unpaid leave under this paragraph until they have exhausted their paid Personal, Sick or Vacation Leave, except when it is associated with approved Parental, Personal Medical or Family Caregiving Leave, or as laid out in the Negative Vacation Leave Policy.
  - c. Requests under this paragraph shall be granted or denied at the discretion of M+R. The Employer's decision is not subject to the arbitration provision.
8. Vacation Accrual, Holiday Pay and Insurance While on Leave.
  - a. Paid Leave. Employees on paid leave will continue to accrue vacation and receive holiday pay while on leave. Employees on any paid leave will continue to be eligible for coverage under M+R's group health plans on the same basis as provided for active employees, provided that employees pay their share of the premiums for their insurance.

b. Unpaid Leave. Employees on unpaid leaves will not accrue vacation or receive holiday pay while on leave. If an employee is on unpaid leave lasting more than thirty (30) days, other than Family and Medical Leave, the employee will be responsible for paying the full premiums for their insurance coverage after the thirtieth (30<sup>th</sup>) day of leave.

## **ARTICLE 18 - PARENTAL, PERSONAL MEDICAL, AND FAMILY CAREGIVING LEAVE**

### **1. General.**

a. Eligibility. All regular full-time employees and part-time employees who are scheduled to work more than twenty (20) hours per week will be eligible after initial 14-week probationary period for leave under M+R's Parental, Personal Medical and Family Caregiving Leave Policy ("Family Leave Policy"), effective beginning on the date of signing this Agreement.

b. Administration. M+R will administer leave under this Article consistent with its Family Leave Policy, which M+R reserves the discretion to modify on a company-wide basis during the term of this Agreement and after its expiration.

### **2. Parental Leave.**

a. Permitted Uses. Parental Leave is for the birth, adoption, foster care placement, or new guardianship of a child (a "Qualifying Event"). Parental Leave must be taken within twelve (12) months of a Qualifying Event.

b. Paid Parental Leave. Consistent with M+R's Family Leave Policy, eligible employees may take twelve (12) weeks of paid Parental Leave.

c. Unpaid Parental Leave. Eligible employees may take four (4) weeks of unpaid Parental Leave, in addition to the paid leave provided for in paragraph 2(b) of this Article.

d. Flexible Use. In lieu of taking parental leave in a single continuous block, eligible employees may request to use their leave flexibly. Examples of Flexible Use include:

- Taking leave in multiple blocks (e.g. taking two weeks immediately after the birth of a child and taking the remainder when the other parent returns to work)
- Allocating a portion of one's leave to create a four week "ramp up" period with a reduced work schedule when returning to work

Flexible Use does not increase the total amount of Parental Leave that may be taken, and all Parental Leave must still be used within twelve (12) months of a qualifying event. Requests for Flexible Use must be



approved or denied by Human Resources, the employee's supervisor, Practice or Specialist Area Lead and COO, and such decisions are made at M+R's discretion.

3. Paid Recovery Leave. Following a Qualifying Event as defined under paid Parental Leave, an eligible employee who is the birth parent is entitled to two (2) weeks of Paid Recovery Leave, provided that should the birth parent have a C-section or experience birth-related, incapacitating medical complications, Paid Recovery Leave shall be extended to four (4) weeks.
4. Special Circumstances Leave. Following a Qualifying Event as defined under paid Parental Leave, an eligible employee is entitled to claim up to two (2) weeks of Special Circumstances Leave for extenuating and unusual circumstances associated with their child. The M+R's decision is not subject to the grievance and arbitration procedure.
5. Miscarriage and Stillbirth Bereavement Leave. Following either a miscarriage or stillbirth, an eligible employee is entitled to up to two (2) weeks of Miscarriage and Stillbirth Bereavement Leave.
6. Personal Medical and Family Caregiving Leave.
  - a. Permitted uses. Personal Medical Leave is for an eligible employee's own serious health condition. Family Caregiving Leave is for an eligible employee to care for a loved one with a serious health condition, or due to caregiving exigencies caused by the placement of a loved one on active military duty.
  - b. Definitions. A "serious health condition" will have the same definition as provided in the Family and Medical Leave Act and M+R's Family Leave Policy. M+R has the right to request clarifying information around an employee's relationship to the loved one in question.
  - c. Paid Personal Medical And Family Caregiving Leave. Consistent with M+R's Family Leave Policy, eligible employees may take twelve (12) weeks of paid Personal Medical or Family Caregiving Leave within a twenty-four (24) month period.
  - d. Unpaid Personal Medical And Family Caregiving Leave. Eligible employees may take four (4) weeks of unpaid Personal Medical or Family Caregiving Leave, in addition to the paid leave provided for in paragraph 3(c) of this Article.

- e. Leave for Ineligible Employees. Full-time employees who are not eligible as detailed in paragraph 1 above will receive five (5) supplemental, paid sick days in the case of any of the permitted uses set forth in paragraph 6(a) of this Article. Part-time employees who are not eligible or full-time employees who work only a part of the year will receive paid leave under this paragraph on a pro-rata basis.
- f. No Aggregation. Employees cannot aggregate Personal Medical Leave, and Family Caregiving Leave to exceed the limits of paid leave set forth in paragraph 5(c) above.
7. Use of Other Paid Leave. Employees may use accrued Vacation, Sick, and Personal Leave during the unpaid portion of Parental, Personal Medical and Family Caregiving Leave. However, employees may not use Vacation, Sick, and Personal Leave to extend the total leave periods provided for in this article.
8. Coordination with Family and Medical Leave Laws.
- a. Leave Runs Concurrently. Leave under this Article must be taken concurrently with any leave under the Family and Medical Leave Act and any other family and medical leave provided for by federal, state or local law.
- b. Offsets. If an eligible employee is entitled to paid family and medical leave benefits through a centralized fund created under federal, state or local laws, the employee must apply for all available benefits. Any benefit that the employee is deemed eligible to receive (or would have been eligible had they applied) will offset the employee's paid leave under M+R's Family Leave Policy. In other words, M+R paid leave will supplement the centrally funded benefit so that the combined benefits (from the central fund and from M+R) are equal to what the employee would have otherwise received under M+R's Family Leave Policy.
9. Notice and Approval. When the need for leave is foreseeable, employees must provide M+R with at least thirty (30) calendar days' advance notice of their need for leave. If it is not possible to provide thirty (30) days' notice due to unforeseen circumstances, employees must provide notice as soon as it is possible. Leave under this Article must be approved by Human Resources, the employee's supervisor, Practice or Specialist Area Lead and COO, in this order.
10. Certification. M+R may require employees to provide medical certification of the employee's or loved one's serious medical condition, which M+R may verify consistent with M+R's Family Leave

Policy. The employee must respond to a request for medical certification within fifteen (15) calendar days. Failure to provide the requested certification in a timely manner may result in denial of leave.

11. Return from Leave. Upon a timely return from leave under this Article, employees will return to the same position held at the time the leave began, unless the position is not available. In that event, the employee will be placed in a substantially equivalent position. This protection does not apply to employees who do not timely return from leave when their approved leave period ends, who will be deemed to have resigned their employment.
12. Service Time and Benefits While on Leave.
  - a. Service. For purposes of calculating an employee's length of service, Parental, Personal Medical and Family Caregiving Leave will not be considered a break in service.
  - b. Insurance. Employees on Parental, Personal Medical and Family Caregiving Leave will be eligible for coverage under M+R's group health plans on the same basis as active employees, provided that the employees pay their share of the premiums for their insurance.
  - c. Vacation and Holidays. Employees on unpaid leave under this Article will not accrue vacation and will not receive holiday pay. For purposes of total weeks of leave, weeks that include a paid holiday count as full weeks.

## ARTICLE 19 - INSURANCE

### 1. Full-Time Employees.

a. Medical Program: Full-time unit employees are eligible to participate in the UFW/CWA Insurance Fund medical insurance plan in accordance with the terms of the UFW/CWA Insurance Fund. M+R will pay one hundred percent (100%) of the premiums for those employees and their dependents participating in this plan.

b. Other Benefit Programs: Full-time unit employees are eligible to participate in M+R's other benefit programs ("Other Benefit Programs") on the same basis and cost sharing as other full-time M+R employees, M+R's Other Benefit Programs include dental insurance, optical insurance, life insurance, accidental death and dismemberment insurance, long-term disability insurance, and pre-tax flexible spending account programs. Administration of the Other Benefit Programs described in this paragraph, including selection of plan administrators, selection of any insurers and implementation of plan audits, shall reside solely in M+R's discretion and shall not be subject to arbitration or bargaining with the Guild during the term of this Agreement and after its expiration.

c. During the term of this Agreement and after its expiration, and in recognition of the fact that the Other Benefit Programs, with the exception of those plans covered by the UFW/CWA Insurance Fund, also cover employees outside the bargaining unit, M+R may add to, modify or terminate the Other Benefit Programs and/or any component programs, provided that any such actions apply on the same basis to all similarly-situated non-Guild-covered M+R employees, and provided that M+R continues to offer at least one program for dental coverage. Such additions, modifications and terminations shall not be subject to arbitration or bargaining.

### 2. Part-Time Employees

a. Consistent with the Patient Protection and Affordable Care Act as amended ("ACA"), part-time employees hired to fill a regular part-time schedule of thirty (30) hours or more a week will be treated as full-time employees under the Benefit Programs and will be eligible to participate in the Benefit Programs on the same basis as full-time M+R unit employees while they remain on a regular part-time schedule of thirty (30) hours or more a week, subject expressly to the provisions set forth in paragraphs 1(a) and 1(b) above.

b. Consistent with the ACA, part-time unit employees who are not described in paragraph 2(a) who average thirty (30) or more paid hours per week during the measurement period set forth in paragraph 2(c) below will be treated as full-time employees under the Benefit Programs and will be eligible to participate in the Benefit Programs on the same basis as full-time M+R unit employees for the succeeding stability period set forth in paragraph 2(c) below, subject expressly to the provisions set forth in paragraphs 1(a) and 1(b) above.

c. The measurement procedure described in paragraph 2(b) above shall be as follows: during a regular measurement period that M+R selects in its discretion consistent with the measurement period that the M+R establishes for all other part-time M+R employees (e.g., six (6) or twelve (12) months), there shall be a review of the service hours (as defined in the ACA) of part-time employees during the designated measurement period, after which part-time employees will be notified of their eligibility for coverage under the Benefit Programs during the succeeding stability period (e.g., six (6) or twelve (12) months), based on their service hours during the measurement period.

### 3. Insurance Changes.

a. During the term of this Agreement and after its expiration, M+R has the right to make annual plan design changes, changes to the length of the measurement period and stability period described in paragraph 2(c) above, changes in premium contributions, and changes in the benefits offered under the Other Benefit Programs described in paragraph 1(b) above, including changes in carriers, coverages, deductibles, out-of-pocket maximums, incentives, surcharges and co-payments, provided that such changes apply on the same basis to all other M+R employees covered under the Other Benefit Programs. In addition, M+R has the right to make changes in the Other Benefits Programs that it deems necessary or appropriate in connection with the ACA or any other federal or state laws governing employer-provided health care, including the need to comply with any statutory requirements or to avoid penalties or taxes, provided that such changes apply on the same basis to other M+R employees covered under the Programs. The changes authorized under this provision shall not be subject to arbitration or bargaining with the Guild during the term of this Agreement or during any hiatus period after the Agreement's expiration.

b. M+R agrees to include two (2) bargaining unit employees on M+R's Benefits Committee, which makes recommendations to M+R's Board about changes to the Benefit Programs on an annual basis.

4. Termination of Coverage. M+R reserves the right to terminate the coverage of any employee for reasons permitted under the terms of the Plan, including but not limited to the employee's failure to contribute the employee's portion of the premium.

## ARTICLE 20 - 401(K) PLAN

1. Eligibility. Full-time employees are eligible to participate in M+R's 401(k) Plan ("the Plan") on their date of hire, in accordance with the terms of the Plan, which is incorporated by reference into this Agreement. Part-time employees become eligible to participate in the Plan after one year of eligibility service (i.e., after 1000 hours worked in a year), in accordance with the terms of the Plan.
2. Automatic Enrollment. M+R shall enroll all eligible employees in the Plan within ninety (90) days from the effective date of this Agreement, subject to the adoption of any necessary Plan amendments, or within thirty (30) days following their date of hire.
3. Contributions & Match.
  - a. Automatic Employer Contribution. For each eligible employee on payroll as of the last day of each quarter (March 30, June 30, September 30, December 31), M+R shall contribute one and a half percent (1.5%) of each employee's base salary earned in that quarter to the Plan. For employees whose last day is before the end of a quarter in which they worked, M+R shall contribute one and a half percent (1.5%) of the employee's base salary earned in that quarter to the Plan, as long as the employee hasn't moved/rolled over their 401k before the contribution is made.
  - b. Matching Contributions. Participating employees will be eligible for an M+R matching contribution as of the first payroll period following their enrollment in the Plan. Subject to applicable regulations, M+R will match the first three percent (3%) of an employee's contributions to the Plan.
4. Vesting. Participating employees are immediately vested in their own contributions to the Plan. Participating employees fully vest in M+R's matching contributions after 1,000 hours of service.
5. Plan Changes. Administration of the Plan resides solely in M+R's discretion. During the term of this Agreement and after its expiration, M+R has the right to modify or amend the Plan, including to make plan design changes, changes in investment managers, changes to require automatic enrollment with an opt-out, and changes in investment options; as long as such changes are applicable to all other M+R participants in the Plan and do not reduce employees' vested benefits, such changes shall not be subject to arbitration or bargaining.

## ARTICLE 21 - SALARIES

1. Salary Minimums.
  - a. Effective the beginning of the first payroll period following the signing of this Agreement, the minimum salaries for all current bargaining unit positions will be those listed in Appendix A to this Agreement. Current part-time unit employees will be paid at a proportionate salary that reflects their scheduled hours of work.
  - b. Effective the beginning of the first payroll period following the effective date of this Agreement, the salary of each bargaining unit salary will be set at the minimum of their role as set in Appendix A or their current salary plus a raise of three percent (3%), whichever is greater.
  - c. For bargaining unit positions, M+R shall pay new employees at the salaries listed in Appendix A. The minimum salaries will increase 1.0% on October 1, 2022, 2.75% on October 1, 2023, and 2.75% on October 1, 2024.
  - d. M+R will include salary in all job postings.
2. Cost of Living Adjustment. To offset inflation and annual increases in the cost of living, effective the first payroll period following October 1, 2022, and each October 1 thereafter during the term of this Agreement, current bargaining unit employees receive a three percent (3%) increase to their base salaries ("Cost of Living Adjustment"), provided that employees who are promoted effective in October shall not receive the Cost of Living Adjustment.
3. Promotion Increases. When M+R decides to promote an employee as provided in Article 10(2) (Inclusive Hiring and Promotions), the employee will receive a promotion increase that is the greater of (a) the amount necessary to move the employee to the minimum salary for the position set forth in Appendix A or (b) six percent (6%) of the employee's current annual salary. M+R's decisions to promote or not promote individual employees shall not be subject to the arbitration provision of this contract.
4. Longevity Increases.
  - a. Effective the first payroll period following October 1, 2022, and each October 1 thereafter during the term of this Agreement, bargaining unit employees who meet the criteria in subparagraph (4)(b) below will receive an increase equal to five and a half percent



(5.5%) ("First Longevity Increase") plus the Cost Of Living Adjustment Increase, provided that they have not received a longevity increase previously in their current position. In subsequent years on October 1, bargaining unit employees who still meet criteria in subparagraph (4)(b) will receive an increase equal to two and three-quarters percent (2.75%) ("Subsequent Longevity Increase") plus the Cost Of Living Adjustment Increase.

b. Employees who have been in their current position for at least two (2) years and meet one of the following criteria will be eligible for a Longevity Increase as defined in subparagraph (4)(a) above: (1) There is no promotion pathway for the position as outlined in Article 10 subparagraph 3(b)ii above, (2) there is no business need for promotion (but the employee would have been promoted based on performance if there were a business need) as outlined in Article 10 subparagraph 2(b)iii above, or (3) the employee turns down an offered promotion.

5. Additional Compensation.

a. M+R shall not pay any additional monetary compensation (such as bonuses) except with the consent of the Guild or as outlined in subparagraph (5)(b) below.

b. Effective June 1, 2022, if more than two months have passed since an open bargaining unit position was posted as outlined in Article 10(1) (Inclusive Hiring and Promotions), and more than four months have passed after the annual minimum base salary increase as outlined in subparagraph 1(c) above, and M+R has not had an offer accepted for the position, M+R in its discretion has the ability to advertise a signing bonus of five percent (5%) of the base salary to candidates who apply in the following two months. The signing bonus shall be given to all candidates who accept the offer in that timeframe. M+R's implementation of this subparagraph will not be subject to the arbitration provision of this Agreement.

6. Duration. M+R is not required to pay wage increases after the expiration of this Agreement, as part of the status quo, prior to the execution of a successor contract.

## **ARTICLE 22 - COMPLETE AGREEMENT**

M+R and the Guild agree that they have had a full opportunity to make bargaining demands and proposals during negotiations leading to this Agreement, that they have fully settled all matters relating to wages, hours, and other terms and conditions of employment for the duration of this Agreement, and that neither M+R nor the Guild is obligated to engage in mid-term bargaining over such matters, except as provided for in Article 9 above.

There shall be no modification or amendment of this Agreement during its term, except by mutual written agreement signed by both M+R and the Guild.

## ARTICLE 23 - TERM OF CONTRACT

This Agreement shall be effective on December 8, 2021, and shall remain in effect up to and including June 30, 2025.

In Witness whereof, the parties hereto have executed this Agreement this the 8 day of December, 2021.

For the Employer:

M&R Strategic Services, Inc.



Michael Ward

Washington-Baltimore News Guild,  
chartered by The News Guild-  
Communications Workers of  
America as Local 32035



Maria Boldt



Sarah Coughlon



MB Gowins



Olivia Moore



Bianca Sacco-Calderone

*Emily Sakowitz*

Emily Sakowitz

*Evan Yeats*

Evan Yeats

## APPENDIX A - SALARY TIERS

<b>Tier</b>	<b>Titles</b>	<b>Base Salary</b>
1	Associate	\$62,400
2	Account Executive Ad Operations Specialist Associate Copywriter Associate Creative Producer Associate Creative Project Manager Associate Data Analyst Associate Digital Designer Associate Production Specialist Digital Ads Manager Facebook Ad Specialist	\$73,000
3	Copywriter Creative Project Manager Data Analyst Dev Project Manager Developer Digital Designer Production Specialist Senior Account Executive Senior Ad Operations Specialist Senior Digital Ads Manager Senior Facebook Ad Specialist	\$83,000
4	Account Supervisor Associate Media Director Senior Copywriter Senior Creative Producer Senior Creative Project Manager Senior Data Analyst Senior Dev Project Manager Senior Developer Senior Digital Designer Senior Production Specialist	\$100,000
5	Associate Creative Director Media Director Principal Data Analyst Principal Dev Project Manager Principal Developer	\$112,000

	Principal Digital Designer Principal Production Specialist Principal Website Optimization Specialist Senior Account Supervisor	
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## APPENDIX B - PERFORMANCE IMPROVEMENT PLAN

All items in red need to be updated or deleted prior to delivery. The final version should be in all black, and these instructions removed.

### Performance Improvement Plan (PIP)

<b>Employee Name:</b>	
<b>Job Title &amp; Area:</b>	
<b>PIP Meeting Date:</b>	
<b>PIP Start Date:</b>	
<b>PIP End Date:</b>	
<b>Supervisor:</b>	

The purpose of this Performance Improvement Plan is to outline the areas in which your current performance does not meet the minimum standards of your role, and to make a plan that will support you in making the improvements necessary to meet those standards. We are committing to providing additional support for you in order to make significant improvements in a brief period of time. This plan reflects our belief that you can succeed in this role and that with targeted support and training, you'll be ready to tackle all essential functions independently.

Performance Expectation(s) Not Being Met	Background & Pattern of Behavior
<p>[list performance expectation(s) here]</p> <p><i>Here, supervisor should list specific performance expectation(s) for the staffer's role that are not currently being met. The expectation(s) must be one(s) that the staffer has had opportunities to meet, and where unable to meet the expectation(s) constitute an inability to perform essential functions of the staffer's position.</i></p>	<p>[detail pattern of behavior here]</p> <p><i>Here, supervisor should detail the specific ways in which the staffer is not meeting the performance expectation(s). (For example, inability to adequately execute specific tasks within the staffer's current workload which are essential to this expectation . These must constitute a pattern of behavior, and cannot be limited to an individual incident that is unlikely to recur.</i></p>

<b>During the term of the PIP, supervisor will:</b>	<p>Provide and discuss detailed and directional feedback on the employee's progress toward the PIP objectives.</p> <p>[describe feedback plan here]</p> <p>Take additional specific steps to support the staffer (such as adjusting the staffer's work assignments, additional trainings, locating resources, etc.):</p> <p>[list steps here]</p>
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<p><b>During the term of the PIP, employee will:</b></p>	<p>Frequently solicit feedback from colleagues and teammates on the performance expectations outlined above, and proactively share that feedback with your supervisor.</p> <p><i>[list definition(s) of success here]</i></p> <p><i>This section should describe what successfully meeting the performance expectation(s) looks like. This section should incorporate M+R's key principles around performance expectations:</i></p> <ul style="list-style-type: none"> <li>• <i>Accessible by a third party with reasonable accuracy—We cannot assess people's intentions, thoughts, or effort, so we need to stay focused on the desired results, actions, and behaviors associated with the work.</i></li> <li>• <i>Depictions of results + actions and behaviors—By presuming a specific way to achieve the desired outcomes, we can devalue alternative approaches to achieving desired results, stifling innovation and individual workstyles.</i></li> </ul> <p><i>The staffer should have opportunities to demonstrate their ability to meet the expectation(s) during the term of the PIP, within their expected workload.</i></p>
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**Before delivery of the PIP, supervisor will:**

- Provide feedback on these specific expectations in the employee's most recent performance review and/or otherwise document the specific behaviors, examples, or incidents constituting a pattern of behavior of not meeting these expectations.
- Verify that interventions to address unmet expectation(s) have been attempted and were unsuccessful (such as changes to the staffer's work assignments).
- Warn the staffer that this continued pattern could lead to disciplinary action and/or a Performance Improvement Plan.

*When delivering PIP, attach the most recent review and other feedback documentation.*

**Next steps:**

A copy of this plan will be stored in your personnel file. We predict that you will need to utilize 1-2 additional hours per week to collect feedback to help you implement this plan. We'll review your workload and capacity regularly during our check-ins and adjust as needed.

If you are unable to satisfactorily meet the requirements as outlined in this PIP, disciplinary action may be taken, including termination.

As outlined in Article 8(2)(c) and Article 8(2)(h) of the WBNG and M+R contract:

*Within five (5) business days of the commencement of the PIP, the employee may submit their resignation, to be effective between two (2) and eight (8) weeks after the date of the commencement of the PIP. Employees who resign under this subparagraph will receive four (4) additional personal days to conduct job search activities, using company resources (computers, desk, phone, etc.) and be paid severance equal to five (5) weeks' pay, plus an additional one (1) week of pay for each year of service over two (2) years, up to a maximum of nine (9) weeks of pay, provided that the employee signs a release of claims in a form to be provided by M+R.*



*Whichever separation pathway outlined in paragraph 2(c) or 2(g) that the employee elects, the employee will, upon request, be provided up to ten (10) hours of coaching and job search support from an outplacement service retained by M+R on their behalf. M+R will not contest an employee's application for unemployment benefits when the employee separates under any of these pathways.*

**Employee Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

*The employee's signature indicates only that the Performance Improvement Plan was received. It does not necessarily indicate that the employee agrees with the contents of the feedback document.*

**Guild Representative Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

*The Guild representative's signature indicates only that the Performance Improvement Plan was received. It does not necessarily indicate that the Guild agrees with the contents of the feedback document.*

**Supervisor Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

## SIDE LETTER

In connection with negotiating the successor to the 2018-2021 collective bargaining agreement, M&R Strategic Services, Inc., hereinafter referred to as the Company or M+R, and the Washington-Baltimore News Guild, chartered by The NewsGuild-Communications Workers of America as Local 32035 agree to the following:

1. The parties agree that the Employer shall have until January 1, 2022, to implement the changes to the following articles:
  - a. Article 5(2)(b) - Alternate Work Schedules
  - b. Article 15 - Vacations, with the exception of 15(5) Carryover which goes into effect immediately upon ratification
  - c. Article 17(1) - Sick Leave, with the exception of 17(1)(d) Carryover which goes into effect immediately upon ratification
  - d. Article 19 - Insurance. With regard to insurance, the Parties agree that the implementation date may be later than January 1, 2022, dependent on the needs of both the outgoing and incoming insurance plans but will be determined by mutual agreement of the parties.
  - e. Article 20 - 401k Plan
2. M+R shall implement the changes to salaries effective the first full pay period after the ratification of the contract.
3. **Ratification Bonus.** On the first payroll date that occurs ten (10) business days after ratification of the contract, M+R shall pay each bargaining unit member on staff at that time with a ratification bonus equal to \$2,000 plus the cash equivalent of each employee's year-end bonus pro-rated through the date of ratification, less applicable taxes and withholdings. For purposes of calculating the year-end bonus, M+R progress to its 2021 Operating Margin Goal is one hundred percent (100%).
4. **Article 1(4) - Temporary Employees.** Any temporary employees hired directly by M+R who are on staff at the time of ratification are exempt from the provisions of Article 1(4) for the duration of their current employment. If M+R extends that temporary employee's temporary engagement beyond their current date, the Article will apply as of the date of extension.

**5. Article 5(6) - Remote Work**

- a. M+R's offices have been closed since March 2020 due to the COVID-19 pandemic. The Full-time Remote, Hybrid Remote, and Occasional Remote stipends will not start until M+R's offices are reopened.
- b. All employees who have received the One-Time \$250 Work-From-Home Stipend while M+R's offices were closed as a result of the COVID-19 pandemic in the nine months prior to offices re-opening are not eligible for the one-time \$250 office set-up budget under Article 5(6)(b) - Full-time Remote or Article 5(6)(c) - Hybrid Remote.

**6. Article 7 Probationary Period.**

- a. All current employees who are in their initial, but not extended, probationary period at the time of ratification will remain in their probationary period until they reach a cumulative period of fourteen (14) weeks in probation. Employees who have served more than fourteen (14) weeks shall have passed probation upon ratification, unless their initial probationary period was extended prior to ratification.
  - b. If a current employee at the time of ratification has had their initial probationary period extended, their probationary period will end four (4) months after ratification or twelve (12) months after hire date, whichever is sooner.
7. Any employee who accepts a position before and starts working at M+R after the ratification of this contract and was offered a signing bonus prior to the ratification of this contract will still be eligible to receive that signing bonus following the terms of their pre-ratification job offer.
8. The parties agree there will be no layoffs or reductions in force for six (6) months following the ratification of the collective bargaining agreement, unless a Practice Area is operating at a loss for more than three (3) months consecutively after the signing of the contract or an Area loses a client that represents more than ten percent (10%) of the monthly revenue for that Area (or a reduction in a client's scope that represents more than ten percent (10%) of the monthly revenue for that Area).



# Signature Certificate

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Document signed by:

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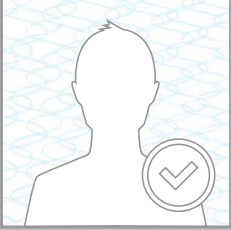

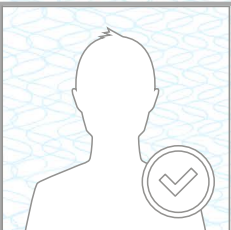

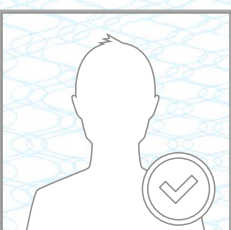

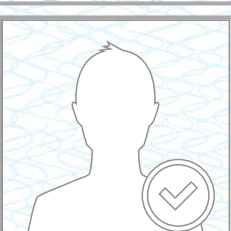





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