

AGREEMENT BETWEEN
AMERICAN POSTAL WORKERS UNION, AFL-CIO
AND
WASHINGTON-BALTIMORE NEWSPAPER GUILD
MAY 21, 2012 THROUGH MAY 1, 2015

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PREAMBLE

This Agreement is entered into by and between the American Postal Workers Union, AFL-CIO (hereinafter referred to as the "Employer" or the "APWU") and the Washington-Baltimore Newspaper Guild chartered by the Newspaper Guild-Communications Workers of America as Local # 32035 (hereinafter referred to as "the Guild"). Article 10, Salaries and Wages and all other provisions are effective as of May 21, 2012.

ARTICLE I - COVERAGE

1. The Employer recognizes the Guild as the exclusive bargaining representative for the bargaining unit recognized by the Employer in the "RECOGNITION AGREEMENT" executed by the Employer and Guild on May 18, 2000, consisting of all employees in the Employer's Washington, DC headquarters, excluding employees represented by OPEIU Local 2; and supervisors and managerial and confidential employees as defined by the National Labor Relations Act.

ARTICLE II - UNION SECURITY

1. Any employee in the bargaining unit covered by this Agreement shall, as a condition of employment, either become a member of the Guild or, in the alternative, shall pay to the Guild as an agency fee, an amount of money as determined by the Guild. Such obligation shall not commence until after the employee has completed thirty-one (31) days of employment, or thirty one (31) days after the effective date of this Agreement, whichever occurs later.

2. The Employer shall deduct and remit to the Guild the regular and periodic union dues and/or agency fees from the pay of employees who are employed in the bargaining unit covered by this agreement, provided that the Employer has received a written assignment from each such employee on whose account such deductions are to be made. These deductions will be made in two equal installments from the first two pay checks of each month. Twice each month, the proceeds of these deductions will be paid to the Secretary-Treasurer of the Guild.

3. The Employer agrees to supply the Guild, once a year, with a list of all employees including within the bargaining unit represented by the Guild, showing the employee's name, address, sex, minority group, date of birth, date of hire, job title, and salary. In addition, the Employer agrees to supply to the Guild, once each month, a list of the employees in the unit who are added to and/or deleted from the Employer's payroll, together with any changes in the job classifications or salaries of bargaining unit employees.

4. Subject to work needs and availability of space, Guild meetings may be held and attended during office hours on the Employer's premises, provided such meetings are reasonable in frequency and duration and that attending employees will be on break or lunch period. The Guild will give the Employer reasonable notice of such meetings.

5. The Employer shall administer payroll deductions for COPE on behalf of those bargaining unit employees who authorize such payroll deductions in writing.

ARTICLE III-MANAGEMENT RIGHTS

1. The Employer shall have the exclusive rights, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- A. To direct employees of the Employer in the performance of their duties;
- B. To hire, promote, transfer, assign, and retain employees, and to suspend, demote, discharge, or take any other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means, and personnel by which such operations are to be conducted.

ARTICLE IV – SENIORITY

1. When seniority is referred to in this Agreement, it shall include all continuous service by an employee with the Employer.

ARTICLE V - JOB SECURITY

1. Employees who have successfully completed their probationary period shall not be subject to discharge except for just cause. The Employer and the Guild agree that those bargaining unit employees employed as staff to the President of the APWU may be reassigned at the discretion of the President without just cause, except that such reassignment shall be to a Guild position for which the employee qualifies without a reduction in pay and or benefits, and with two weeks' notice. Any training the Employer deems necessary for this reassigned employee to successfully perform the job will be provided by the APWU.

2. The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and such probationary employees shall not be permitted access to the grievance procedure in relation thereto. On or before the 45th day of employment, the progress of the new employee will be evaluated and the employee and Guild will be notified in writing if any problem or problems with the employee that appear to be developing.

3. An employee with more than ninety (90) calendar days of service shall remain on the rolls with full benefits for two weeks (10 working days) after the employee receives notice of discharge, except in the case of gross misconduct.

4. Notice shall be given to the Employee in case of discharge. As soon as possible, a copy of any discharge notice shall be given to the Guild Unit Chair.

ARTICLE VI - FILLING OF VACANCIES

1. The Guild shall be notified of all vacancies in a duty assignment within the bargaining unit covered by this Agreement, within ten (10) working days of a duty assignment becoming vacant. The Employer will post the duty assignment for bid, if that duty assignment is to be filled.

2. The Employer shall post for bid any opening, which is to be filled on the Employer's Bulletin Board and by E-mail for five (5) working days, prior to advertising to non-employees.

3. Postings for vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills). The parties recognize that some positions may require special skills or qualifications. Those skills and qualifications shall be related to the job.

4. Bargaining unit jobs are best-qualified jobs. First consideration on the filling of a vacancy will be given to bargaining unit members currently working in the same departments as the vacancy, followed by bargaining unit members in other departments, followed by applicants from outside the bargaining unit. When there is no appreciable difference in qualifications, special skills, and experience, the senior bidder shall be awarded the position.

ARTICLE VII – LAYOFF

1. **The employer reserves the right to layoff Guild bargaining unit members when operational needs or financial conditions warrant the elimination of a position covered by this agreement. Employees and the Guild will receive no less than 90 days written notice of a layoff. Such notice will include the reasons for the action as well as explain the rights of the impacted employee.**

During the notice period the impacted employee will be allowed to bid or apply to any available bargaining Unit position within the APWU providing they are qualified to perform the duties of that position. Such an action will be considered voluntary but they can place their name on the recall list.

The employee will receive a protected salary level at their rate of pay for 1 year unless they successfully apply for a position of equal or greater salary. They will lose their protected salary level if they decline an opportunity to return to the Guild bargaining unit to a position for which they are qualified with a salary at or above the level they had at the time they left the unit.

A laid off employee who is unable to bump a junior Guild employee or bid /apply to another bargaining Unit position within the APWU will receive severance pay. That pay will be 2 weeks' pay at their current rate for each year of service up to a maximum of 10 weeks. An employee with less than one year of service will still receive 2 weeks' severance pay. If a laid off employee accepts recall before the number of weeks of severance pay expires, that employee must refund that portion of the severance pay before returning to the Guild position.

In scheduling a layoff the seniority of the impacted worker will be a determining factor. Seniority will be applied by position description within the impacted department. In the event of a layoff the impacted employee will have the right to bump junior employees in other position descriptions represented by the guild if they previously held a similar assignment and is still considered qualified.

The employer will establish a "recall list" and employees requesting to be added to this list must state so in writing prior to the effective date of their layoff. Recall rights will be for 2 years from the effective date of layoff but such rights will end immediately if the employee rejects an opportunity to return to a position in their former position description for which the recalled employee is qualified.

When a layoff is announced the impacted employee (s) will be offered a buyout option amounting to 1 week's pay for every year of service up to 20 years. Partial years will be prorated. Any Guild employee can volunteer to take the place of the laid off employee prior to the effective date of the layoff and take the buyout option using the senior employee's years of service. In order for this to happen the laid off employee must be qualified to do the work of the volunteer employee. Employees taking the buyout option are not eligible to be placed on the recall list. The volunteer can retire if eligible and still take the buyout option. At the option of the employer, buyout payments can be made in increments of up to \$10,000 every 6 months when such payments exceed \$10,000. If the payment is under \$10,000 the payment shall occur within 30 days of terminating employment.

The Employer will have the discretion of offering buyout opportunities to additional Guild members using the formula stated above.

If the laid off employee or volunteer does not have Group Health Insurance they will be offered the opportunity to have Health Insurance under the COBRA program and the APWU will pay the employee's share of the premium for 2 months. After that the employee may continue with COBRA coverage at their own expense.

ARTICLE VIII - GRIEVANCE PROCEDURE

1. General

The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth in this agreement will result in settlement or withdrawal of substantially all grievances hereunder at the lowest possible step, and recognize their mutual intention to achieve that end.

2. Definitions of a Grievance and Grievance Steps

A grievance is defined as a dispute or disagreement regarding the application or interpretation of this Agreement or complaint between the parties related to wages, hours, and conditions of employment.

Step 1

The employee and/or his/her Guild representative shall discuss the grievance with the employee's immediate supervisor within twenty-one (21) calendar days of the date on which the employee or the Guild first learned or may reasonably have been expected to have learned of its cause. The immediate supervisor shall respond verbally or in writing within ten (10) calendar days of the discussion. In the event the grievance is not settled or withdrawn at Step 1 the Guild representative may file a written appeal to Step 2 within ten (10) calendar days following receipt of the Employer's Step 1 decision, with the Secretary-Treasurer or his/her designee.

Step 2

The Secretary-Treasurer or his/her designee shall meet with the Guild representative within ten (10) calendar days following receipt of the Step 2 appeal. The Secretary-Treasurer or designee shall submit his/her written decision within ten (10) calendar days after the Step 2 meeting. In the event that the grievance is not settled or withdrawn at Step 2, the employee and/or Guild representative may file a written appeal to Step 3 within fifteen (15) calendar days following receipt of the Employer's Step 2 decision, with the Executive Vice President or his/her designee. Such appeal shall contain at least the following:

1. A statement of grievance,
2. Contentions of the grievance,
3. Contractual provisions involved; and
4. Remedy sought.

Either party may submit additions or corrections to their respective positions no later than fifteen days after receipt of the step 2 decision.

Step 3

The Executive Vice President or his/her designee shall meet with Guild within ten (10) calendar days following receipt of the Step 3 appeal unless the parties agree in writing on a later date. The Executive Vice President or designee shall submit his/her decision within ten (10) calendar days following such meeting. Such decision shall state the reasons for the decision in detail. In the event the grievance is not settled or withdrawn at Step 3 the Guild may appeal the grievance to arbitration within thirty (30) calendar days of receipt of the Step 3 decision.

Section 3 - Arbitration

The parties shall first attempt to select an arbitrator by mutual agreement. If mutual agreement cannot be reached within ten (10) days of the appeal to arbitration on the choice of the arbitrator, then the regular American Arbitration Association rules and procedures for the selection of an arbitrator shall be applied. The decision of the arbitrator shall be final and binding on all parties. All decisions of arbitrators will be limited to the terms and provisions of this agreement, and in no event may the terms and provisions of this agreement be altered, amended or modified by an arbitrator. All costs, fees and expenses charged by the arbitrator shall be shared equally by the parties.

Section 4 - Grievance Procedure-General

- (a) The term "grievant" shall be considered to include: any individual bargaining unit member, a group of bargaining unit members, or the Guild.
- (b) The time limits set forth in this Article may be extended by mutual written agreement between the Employer and the Guild.
- (c) Failure of the Guild to meet the prescribed time limits of any of the steps of this procedure, including arbitration, shall be considered a waiver of the grievance.
- (d) Failure by the Employer to schedule a meeting or render a decision in any steps of this procedure within the time provided shall be deemed to permit the Guild to move the grievance to the next step of the grievance arbitration procedure.
- (e) It shall be within the Guild discretion to include the grievant at step two, step three, and arbitration.

ARTICLE IX - HOURS

1. The standard workweek for bargaining unit employees shall be five (5) days of forty (40) hours, the standard workday shall be eight (8) hours exclusive of a meal break.

2. Employees who work with prior approval for nine (9) hours or more in a day, Monday through Friday, shall receive compensatory time off of one (1) hour for each whole hour worked in excess of eight (8) hours. Hours that have not been previously approved by the employees' supervisor will not be accrued.

3. Employees who work with prior approval on Saturdays, Sundays, Holidays, or on scheduled days off shall receive compensatory time of one (1) hour for each whole hour worked. Hours that have not been previously approved by the employees' supervisor will not be accrued.

4. Once approved the supervisor must submit a form to the Secretary Treasurer's office, within 3 work days, detailing the number of compensatory hours approved, the name of the Guild employee, the date(s) the work was performed and the reasons for the use of compensatory time. For hours authorized at a convention or conference the forms must be submitted to the Secretary Treasurer within 3 work days of the supervisor returning to headquarters.

5. Any employee who has compensatory time accrued must use that time within 60 days or the compensatory leave time will be forfeited. Any exception to the 60 day time period must be approved by the Secretary-Treasurer before the 60 day period ends. On the termination of employment, an employee (or the employee's estate in the case of death) shall receive pay for all unused approved compensatory leave time at the employee's final rate of pay.

6. Bargaining unit employees may, at the Employer's discretion, be granted administrative leave with pay when an act of nature such as flood, snowstorm, or community disaster prevents them from getting to work safely. The Employer will make the decision to grant paid leave for this purpose and/or to close the office according to circumstance.

7. The Employer reserves the sole right to determine which employees shall be utilized at any conference, seminar, meeting, workshop, or convention.

ARTICLE X - CLASSIFICATION AND SALARY

1. Base Salary Increases:

A. Effective November 21, 2013, each bargaining unit employee shall receive a base salary increase of 1.5% over the employee's base salary.

B. Effective November 21, 2014, each bargaining unit employee shall receive a base salary increase of 1.5% over the employee's

base salary.

- C. Effective May 18, 2000 each bargaining unit employee shall receive a base longevity increase of \$250.00 to his or her base salary. Additional similar increases will take place on their anniversary date and will stop after an employee receives a total of 10 such increases.

2. COLA Employees shall receive cost-of living adjustments (COLA) in accordance with the provisions below:

A. Definitions

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers," published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index."
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of **July 2012** and is referred to herein as the "Base Index."

B. Effective Dates of Adjustment

Each employee covered by this Agreement shall receive cost-of-living adjustment, upward, in accordance with the formula in Section 3.C, below, effective on the following dates:

- **the second full pay period after the release of the January 2013 Index**
- **the second full pay period after the release of the July 2013 Index**
- **the second full pay period after the release of the January 2014 Index**
- **the second full pay period after the release of the July 2014 Index**
- **the second full pay period after the release of the January 2015 Index**

C. The basic salary schedules provided for in this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from October 2000 to January 2001 is 1.2 points, all pay scales for employees covered by this Agreement will be increased by 3 cents per hour. In no event will a decline in the Index below Base Index result in a decrease in the pay scales provided for in this Agreement.

D. In the event the appropriate Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the second payroll period after publication of the appropriate Index.

E. No adjustment, retroactive or otherwise, shall be made due to any revision

which may later be made in the published figures for the Index for any month mentioned in 3.B, above.

F. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967=100), the parties agree to use the CPI-W (1982-84=100) at such time as BLS ceases to make available the CPI-W (1976=100). At the time of change to the CPI-W (1982-84=100), the cost-of-living formula in Section 3.0 will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967=100).

3. **Holiday Bonus** Each employee covered by this Agreement will receive a holiday bonus of no less than **\$600.00** in December of each year. The parties agree that these payments are bonuses and shall not increase an employee's base salary.

ARTICLE XI — ANNUAL LEAVE

1. Employees shall receive 30 days annual leave, accrued at the rate of 2.5 days per month in a paid status not to exceed 240 hours per year.
2. It is agreed that employees shall be permitted to carry over up to fifty-five (55) days of annual leave to the following year.
3. Employee may elect to cash out up to fifteen (15) days of accrued annual leave, each year in December.
4. On termination of employment, an employee (or the employee's estate in case of death) shall receive pay for all unused and accrued annual leave.

ARTICLE XII - HOLIDAYS

1. The Employer shall allow time off for the following holidays with pay:

New Year's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Columbus day	Martin Luther King Day
Veterans Day	Presidents Day
Inauguration Day	Good Friday

2. The Employer shall allow time off for any other holiday which may hereafter be declared by the President of the United States or by an Act of Congress of the United

States, even if such holiday applies only to the District of Columbia.

3. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

4. When two (2) holidays, as recognized by this agreement, fall on the same day, the Employer shall grant a floating holiday to be taken during that calendar year to all employees covered by this agreement.

ARTICLE XIII- GROUP INSURANCE

A. The Employer shall provide a group Health Insurance Plan (health, prescription and vision). The Employer will pay 100 % of the premium for active employees until February 28, 2013. Starting on March 1, 2013 active Guild employees will pay 2% of their Health Plan premium. On March 1, 2015 they will pay an additional 3% of the premium, for a total of 5% starting March 1, 2015. For the purpose of calculating the employee contribution, the percentages listed above will be based on the premium rate in effect on March 1, 2013 for the life of this contract.

Guild employees retiring after June 1, 2012 will be eligible to participate in the Health Insurance Plan only if they have 5 continuous years of service with the employer immediately prior to the effective date of their retirement. Should an active employee be involuntarily laid off during that 5 year window that will not disqualify them from participating in the Health Insurance plan when they retire unless they refuse a recall opportunity to a Guild position for which they are qualified.

Retired employees, after January 1, 2004, will pay a portion of the premium based on the following progression: upon retirement, the retiree will pay six percent (6%) of the annual premium, effective January 1 of the following year eight percent (8%), effective January 1 of the third year ten percent (10%), effective January 1 of the fourth year twelve percent (12%), and twelve percent (12%) for the years thereafter. The Employer retains the right to change the group health insurance plan to a comparable plan.

B. If a bargaining unit employee provides proof of health insurance coverage through a spouse or otherwise, the employee may elect not to be covered by the Employer's group health insurance plan. If such an employee elects to do so, the employee will receive **10%** of the premium for the type of coverage the employee had at the time of the election. The rebate will be paid after the close of each calendar quarter to employees with no coverage for the entire quarter. **This reimbursement option will end effective Jan 1, 2015.**

C. Dental: The Employer shall pay the full cost of dental insurance for employee and eligible dependents. The Employer retains the right to change the dental plan to a comparable plan.

D. Prescription: The Employer will provide a prescription plan with a three- tiered employee co-pay for generic / preferred / brand name.

The Employer retains the right to change the prescription coverage to a comparable plan.

The Employer will provide reimbursement for the costs of prescriptions ordered through the "90 Day Mail Order" provision of the Prescription Plan. The reimbursement will be up to \$100 per calendar year for self only and \$200 per calendar year for those with Family coverage. This reimbursement program will end on January 1, 2015.

E The parties agree to explore alternative benefit plans in an effort to reduce costs. Such alternatives will be discussed with GUILD representatives and will be implemented upon reaching mutual agreement.

F. Life: The Employer shall pay the full cost of life insurance for active members and family members as specified in parts **1, 2 and 3** below.

1. For up to three (3) times the employee's annual salary, with a maximum of \$100,000 dollars. This coverage will be reduced to 70% at age 70 and 50% at age 75.
2. The Employee's spouse will be covered for \$20,000.
3. Each eligible dependent child will be covered for \$10,000.

The Employer retains the right to change the life insurance to a comparable plan

G Life Insurance for Retirees:

Up to \$100,000 for retirees; \$50,000 to be fully paid by APWU; Additional insurance up to \$50,000, premiums to be paid by employee, Optional \$20,000 will be available for spouses, premiums to be fully paid by employee.

The Employer retains the right to change the life insurance to a comparable plan

ARTICLE XIV RETIREMENT

1. APWU Officers' Qualified Retirement Plan: The Employees covered by this agreement shall continue to participate in the APWU Officers' Qualified Retirement Plan ("The Plan"). The Employer and the Guild specifically agree that the Trustees of the Plan may, in their complete discretion, from time to time amend or modify such Plan, and that

any and all such modifications and/or amendments shall apply to all participants including employees covered by this Agreement. The Employer agrees that it will notify the Guild promptly of all such modifications and/or amendments.

2. 401K Plan: Effective January 1, 2002, a 401K Plan will be provided for Guild employees. This Plan will allow an employee to voluntarily contribute a percentage of his/her annual salary, with the maximum employee contribution to be established by law. The Employer will make a ½ % matching contribution for each 1% an employee contributes, up to a maximum Employer contribution of 1½ % for any employee.

3. **The APWU will increase its maximum matching contribution to 2% the first pay period in January 2013 and to 2.5% in the first pay period in January of 2014.**

ARTICLE XV - SICK LEAVE

1. Employees will annually be granted fifteen (15) days of sick leave, accrued at a rate of 1.25 days per month in a paid status, not to exceed 120 hours per year, which may be accumulated indefinitely.

2. An employee may use sick leave when they are ill or injured or when a person living with the employee for whom the employee is the primary caregiver is ill or injured.

3. An employee may **also** use sick leave to care for any **immediate family member as defined by FMLA** who has a serious health condition. **Sick leave may also be used when an immediate family member as defined by the District of Columbia's FMLA provisions is ill or injured. The total amount of sick leave allowed per year for these purposes shall not exceed 80 hours.**

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

5. **In the event a Guild employee is ill or injured and has run out of all accrued sick and annual leave and is expected to be unable to work for a minimum of an additional 30 days, other Guild employees will be allowed to donate up to 20 hours of sick leave per calendar year. All donated sick leave will permanently become part of that employee's accrued sick leave balance**

ARTICLE XVI - LEAVES OF ABSENCE

1. Leave Without Pay General

- A.** Upon written request with as much advance notice as possible, the Employer will grant employees leaves of absence for good and sufficient reason. Authorized leave shall not interrupt the seniority of employee. Upon return the employee shall return to the same rate of pay received at the time of taking leave, plus any increases given to the employee's classification.
- B.** When an employee's absence in a non-pay status total 80 hours during the year, credit for leave is reduced by the amount of leave earned by the employee in a pay period. Employees on leave without pay for less than a month will continue to be covered by the Employees Group Health Insurance Plan. Employees on Family Medical Leave Act (FWA) leave will continue to be covered by the Employees Group Health Insurance Plan as provided by law and regulations.

When an employee has one or more breaks in service during a leave year, all hours in a non-pay status (during periods in which the employee earned annual leave) are totaled to reduce leave credits.

2. Union Leave: The Employer agrees to grant a leave of absence, without pay, but without loss of seniority, to any employees who is elected or selected for a Union office or Union position, which involves full-time or part-time employment by the Local or International Union. At the expiration of Union employment, the employee shall be returned to comparable position. A leave of absence is defined as a period of two (2) months or more. All benefits will be paid by the Newspaper Guild.

3. Military Leave:

A. In the event of any employee being called to active military service in the Armed Forces of the United States, either in peacetime or in time of war, such employee shall not, during the of such service, lose his/her seniority rights as provided under this Agreement, and upon his/her discharge, the employee shall immediately be offered a comparable position with the Employer providing the leave does not exceed five (5) years in total and the application for the same is received within ninety days from date of discharge.

B. Employees shall receive paid leave for a period not to exceed two (2) weeks (ten working days) for annually required military reserve training.

4. Maternity/Paternity Leave

A. The Employer may, at its discretion, grant to employees who have one (1) or more years of seniority, a maternity/paternity leave of absence not to exceed six (6) months. Such leave shall be without pay unless the employee chooses to use accrued annual leave or is eligible for and chooses to use sick leave. No employee shall be required to take maternity/paternity leave unless and until a doctor states that in his/her opinion, the expectant mother is in need of assistance or is disabled for her normal work. The Employer must be notified at least one (1) week in advance of return to duty of the employee's intention to do so.

B. An employee absent on maternity/paternity leave shall continue to accrue seniority, however while an employee is in a leave without pay status the employee does not accrue additional days of annual or sick leave, in accordance to Section 1 B of this article.

C. When taking maternity/paternity leave, all accrued annual leave and sick leave, not to exceed the amount of accumulated annual and sick leave, may be used before taking leave without pay. Any combination of annual, sick or leave without pay, shall not exceed six (6) months.

5. Court Leave: Employees shall be provided leave with supplemental pay, during periods of required jury duty and for service resulting from subpoena by any court of competent jurisdiction, excepting those matters directly related to actions initiated by the employee or which the employee is a party. In order to receive supplemental pay, the employee must provide the Employer with money received from jury services or appearance fees for appearing pursuant to a subpoena.

6. Compassionate leave: Employees shall be granted five (5) days of compassionate leave in the case of the death of the employee's spouse, parent or child. **Employees shall be granted three (3) days compassionate leave in the case of the death of the employee's brother, sister, mother/father-in-law, domestic partner(As defined by Washington DC statute), grandparent or grandchild.**

ARTICLE XVII – MISCELLANEOUS

1. Bulletin Boards: The Employer agrees to provide bulletin boards for the use of the Guild. The Employer agrees to permit the Guild to use the Employer's electronic mail for official Guild meeting notices.

2. Official Personnel Folder (OPF)

A. An employee, at reasonable times and with advanced notice to Human Resources, and under the supervision of a representative of the Employer, shall have the right to review his/her Official Personnel Folder (OPF), and shall be provided a reasonable number of copies of material within the OPF.

B. An employee shall have the right to file an answer to any *disciplinary* material included within that employee's OPF and to have such answer attached to the file copy.

C. The records of disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years. Upon the employee's written request, any discipline notice or decision letter will be removed from the employee's Official Personnel Folder (OPF) after two years if there has been no disciplinary action initiated against the employee in that two year period.

3. Employee Assistance Program

A. The Employer and Union jointly recognize alcoholism, drug abuse and emotional problems as illnesses, which are treatable. It is also recognized that it is in the best interest of the employee, the Employer and the Union that these illnesses be treated and controlled under the collective bargaining contractual relationship.

B. The Employer and the Guild agree that they will cooperate fully at all levels toward achieving the objectives of the EAP to encompass the education, identification, referral, guidance and will provide assistance when employee or the employee's family member is afflicted with alcoholism and/or personal problems which could or does have a negative impact on the employee's work performance. The employee's voluntary participation in

the EAP for assistance with alcohol and / or drug abuse will be considered favorably in disciplinary action proceedings

- C. Any employee who seeks treatment for any of the above illnesses shall be entitled to all of the rights and benefits provided to other employees under this Agreement.
- 4. The Employer will recognize a Joint Labor Management Committee consisting of two (2) representatives of the Guild and two (2) representatives of the Employer to meet quarterly or at a different frequency as mutually agreed by the parties to discuss problems and conditions of mutual concern to the Employer or to bargaining unit employees.
- 5. The Employer shall pay the membership dues or association fees for an employee required to have such membership or belong to such association in order to perform assigned work in the DC Metropolitan area. This provision excludes payments required under Article II (Union Security).
- 6. Joint Safety and Health Committee
 - A. It is the responsibility of the Employer to provide a safe and healthy working environment.
 - B. The Employer will recognize a Joint Safety and Health Committee consisting of two (2) representatives from the Union and two (2) representatives from the Employer. The Joint Safety and Health Committee will conduct quarterly meetings, or when either the union or the Employer requests a meeting.
 - C. The committee or their designees will be authorized to perform safety inspections of the workplace to evaluate employee's complaints of unsafe or unhealthy working conditions and to make recommendations or reports to the APWU Secretary Treasurer.
- 7. The Employer shall provide an exercise room for the health and fitness of the employees.
- 8. By May of 2004 the Employer shall implement a Flexible Spending Plan that employees may use for options allowed by law.

ARTICLE XVIII - EXPENSES AND TRANSPORTATION

1. The present Employer Travel & Expense policy concerning the payment of all legitimate expenses incurred by employees in the service of the Employer shall apply. Mileage reimbursement shall not be less than the IRS business rate in effect on the date of travel.

The Employer and the Guild agree that the APWU National Executive Board may, in its complete discretion, from time to time amend or modify such Travel & Expense Policy, and that any and all such modifications and/or amendments shall be applied in a fair and reasonable manner to all persons covered by the policy including employees covered by this agreement, however the National Executive Board may set different per diem rates for different groups of employees covered by the travel and expense policy. The APWU agrees that it shall notify the Guild promptly of all such modifications and/or amendments.

2. The Employer shall provide parking, within easy walking distance, without charge to employees or shall reimburse employees using alternate transportation. Alternate transportation reimbursement will not exceed the cost of parking.

ARTICLE XIX - SEPARABILITY

Should any part of this agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this agreement shall not invalidate the remaining portions of this agreement, and they shall remain in full force and effect.

ARTICLE XX - NO DISCRIMINATION

It is agreed that the parties to this Agreement will not discriminate against any employee because of race, color, creed, religion, national origin, sexual orientation, handicap, marital status, sex, or age.

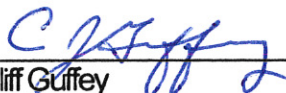
ARTICLE XXI - RESPECT AND DIGNITY

The Employer and The Guild agree that employees, and representatives of the Employer, should treat each other with respect and dignity.

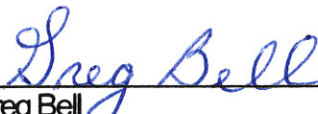
ARTICLE XXII - DURATION AND RENEWAL

Unless otherwise provided, this Agreement shall be **effective May 21, 2012**, and shall remain in full force and effect to and including 11:59 pm **May 1, 2015** and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve notice of such intent to the party of not less than 90 days or more than 120 days before the expiration of this Agreement .

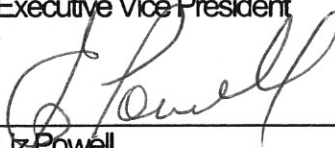
American Postal Workers Union,
AFL-CIO



Cliff Guffey
President

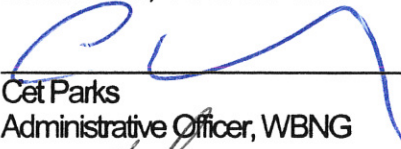


Greg Bell
Executive Vice President




Liz Powell
Secretary Treasurer

Washington-Baltimore Newspaper Guild
Local 32035, AFL-CIO CLC



Cet Parks
Administrative Officer, WBNG



Tim Fitzgerald
Unit Chair



Mary Wheeler
Bargaining Committee Member



Valerie Foster
Bargaining Committee Member

Date 9/14/12

APPENDIX A

**Assignment and Authorization
to Deduct Guild Membership Dues**

TO: American Postal Workers Union (APWU), AFL-CIO

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

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

Date

Employee Signature

Employee Printed Name

Dues, assessments, contributions, or gifts to this local union are not deductible charitable contributions for Federal income Tax purposes

APPENDIX B

Successorship Clause

In the event the Employer shall enter into an agreement of merger or consolidation with any other organization, all terms and conditions of this Agreement shall be immediately subject to renegotiation with the successor organization.