

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 this 21st day of December, 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 Senior Consultants, Senior Data Analysts, Senior Developers, Senior Strategists, and Strategists, as defined in the Certification of Representative issued by the National Labor Relations Board in Case No. 05-RC-202309.
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.¹
 - b. The bargaining unit also excludes all other M+R employees who work in the Montana, New England, and Strategic Consulting divisions; any temporary employees as defined in paragraph 4 below; any part-time employees who are regularly scheduled to work less than twenty-four (24) hours per week; 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 or retains as a temporary contractor through a staffing agency.
 - b. M+R may use temporary employees to cover for employees who are on leave or temporarily filling other positions, to assist with temporary projects, or to cover any other temporary staffing needs. M+R may employ

¹ 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."

temporary employees for up to twelve (12) months, or for the duration of the leave coverage or temporary project, whichever is longer.

c. Temporary employees on M+R's payroll for less than twelve (12) months, or for the duration of the leave coverage or temporary project if longer, are not covered under the terms of this Agreement and are not eligible for benefits provided in the Agreement. 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 in the Practice or Specialist Areas listed above. M+R will notify the Guild of the creation of such new unit positions and may proceed simultaneously to post the position. Upon request, M+R will meet and confer with the Guild over the appropriate salary band for the new position.
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 grievance and arbitration provisions of this Agreement.

ARTICLE 2 – 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 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 3 – 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

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 4 - HOURS AND SCHEDULES

1. Work Week. The regularly scheduled work week for full-time employees is forty (40) hours per week.
2. Schedules.
 - a. M+R will determine its office hours and assign employees their schedules, including days off and starting times, based on operational needs.
 - b. Changes. Assigned schedules will continue in effect until changed with at least forty-eight (48) hours' notice, except that such notice shall

not be required in cases of operational or client emergencies or unanticipated leaves or absences affecting work schedules.

c. Temporary Flexible Work Schedules. When an employee exempt from overtime ("exempt employee") is required by a manager or supervisor to work in excess of the employee's regular work day, M+R will allow the employee, upon advance request, latitude to work a shortened day during the following ten (10) work days, provided that, in M+R's discretion, operational and client needs permit such latitude. Non-exempt employees in California are not permitted to have a temporary flexible work schedule. Non-exempt employees in other states may use a temporary flexible work schedule only within the same work week.

d. Alternate Work Schedules. Non-probationary full-time employees may request, in writing, to work alternate schedules consisting of forty (40) hours per week, with the understanding that such alternate work schedules are rarely granted given M+R's business and client needs. Alternate work schedules must be approved by the employee's supervisor, M+R's Human Resources, and the Chief Operating Officer. M+R's decisions to grant or deny such requests, and to modify or rescind any alternate schedules, are not subject to the grievance and arbitration procedure.

3. Work in Excess of 40 Hours Per Week.

a. Required Work. M+R may require any employee to work in excess of forty (40) hours a week to meet operational and client needs.

b. Compensatory Time For Exempt Employees.

i. When a full-time employee, who is exempt from overtime, is required by a manager or supervisor to work four (4) or more hours on a weekend day (when weekend days are not part of the employee's regular assigned schedule) or 4 hours more than the employee is regularly scheduled on any other day, M+R will provide the employee compensatory time off equal to all hours actually worked. Hours actually worked for this purpose include substantive client work and travel for official client work, but do not include routine monitoring of email, checking voice mail, or other such activities; for official company events, such as retreats and Workslam, M+R will inform employees in advance of the number of compensatory hours that will be provided. Employees are not permitted to work hours that would trigger compensatory time without the advance written approval of their supervisor. Approved requests for compensatory time must be submitted to Human Resources. Non-exempt employees are not eligible for compensatory time.

ii. Compensatory time under this provision must be scheduled and taken at a mutually agreeable time no later than thirty (30) days after the employee works on the scheduled day off. However, where M+R assigns an employee consecutive assignments or long-term projects that prevent the employee from taking compensatory time within this time limit, M+R will allow the employee an additional thirty (30) days to use the compensatory time.

iii. Compensatory time that is not used within the time limits set forth in paragraph (iii) above will be forfeited. Employees will not be paid out for any unused compensatory time.

4. Timekeeping. All employees must accurately record their time through the timekeeping system using a timer, in real time, on a daily basis. Time reporting must be submitted on the 1st and 16th of each month. If the 1st or 16th 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 in the office.
5. Part Time Hours. 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.
6. Telework.
 - a. In situations where teleworking meets M+R's business needs and operational requirements, M+R may implement telework arrangements for certain positions (e.g., where the employee does not live near an M+R office) and may consider written applications for telework privileges on a case-by-case basis. M+R has the discretion to grant or deny telework arrangements, and determine the appropriate telework schedules, and its decisions are not subject to the grievance and arbitration provisions of this Agreement.
 - b. Regular Telework Privileges.
 - i. M+R may hire certain employees to work remotely under a regular telework arrangement.
 - ii. Non-probationary employees may apply for regular telework privileges. Such telework privileges may include, but are not limited

to, the following arrangements: working from home at any time without advance permission of a supervisor; regularly working from a remote location (e.g., moving to another state); implementing a regular schedule of working a few days from home and a few days in the office each week. M+R retains the right to categorize certain positions as ineligible for telework privileges.

iii. To apply for regular telework privileges, a non-probationary employee must complete and submit an application to Human Resources. If an employee has been on a Performance Improvement Plan ("PIP") during the twelve (12) month period preceding the application, the employee is not eligible to apply for regular telework privileges.

iv. Regular telework privileges must be approved by the employee's supervisor, M+R's Human Resources, and the Chief Operating Officer. If a telework request is denied, the employee may reapply after 12 months.

c. Occasional Telework Privileges

i. Unless they have an approved regular telework arrangement, all probationary and non-probationary employees are expected to work from an M+R office and use paid leave to cover any approved absences from work. However, on an episodic and occasional basis (i.e., not more than once or twice per month), employees may be permitted to work remotely with the advance written approval of their supervisor and subject to the needs of their client teams.

ii. For non-probationary employees, the supervisor has the discretion to provide a standing approval of occasional work from home and require only advance email notice to the supervisor and client team of the employee's plan to work from home. This provision does not apply to working remotely from a location that is not the employee's home, which requires advance written permission from the supervisor.

iii. Employees who are on a PIP, or who have been on a PIP within the sixty (60) days prior to the occasional telework request, are ineligible to work remotely.

d. The Practice or Specialist Area Lead has the discretion to set the terms of any teleworking arrangement to ensure satisfaction of business and client needs, with the following minimum terms that apply to all regular and occasional teleworking arrangements described in this Article:

- i. Teleworking days are considered the same as work days. The employee's job responsibilities will not change due to teleworking. The amount of time an employee is expected to work and the work hours will be the same as a normal work day. The teleworking employee must meet the supervisor's expectations for billable client hours each week and must meet all other performance standards and expectations.
 - ii. Teleworking employees must have an appropriate work site for teleworking purposes, must have compatible computer, internet access and other technology to support teleworking, and must be available by phone and email, or other agreed upon communication medium, during their regularly scheduled work hours. Teleworking employees are required to respond to emails, phone calls, and work demands in the same timely manner as when they work in the office.
 - iii. Teleworking employees must communicate with their supervisor at intervals specified by the supervisor, and must be available to attend client meetings, staff meetings and other meetings in person or by phone, as directed by the supervisor.
 - iv. Teleworking is not a substitute for dependent care, and teleworking employees must make regular dependent care arrangements.
 - v. A teleworking employee's failure to comply with the terms of his/her approved telework arrangement may lead to revocation of teleworking privileges and/or disciplinary action up to and including termination.
- e. M+R has the right to modify or terminate any regular or occasional telework arrangements and schedules, either temporarily or permanently, at any time, and M+R's decisions are not subject to the grievance and arbitration provision of this Agreement.

ARTICLE 5 – 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.

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. 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.

4. Duration. The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

ARTICLE 6 – PROBATIONARY PERIOD

1. Probation. New unit employees, including M+R employees previously working outside the unit, shall have a probationary period not to exceed nine (9) months, which shall be extended to twelve (12) months on notice by M+R to the Guild prior to the end of month nine (9).

Prior to the end of month nine (9), or month twelve (12) 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 7 – 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. Warnings and other disciplinary actions that do not result in a loss of pay shall not be subject to arbitration under this Agreement.

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

e. 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 above 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 PIP will outline M+R's expectations, the areas of improvement required, and the period for the employee to demonstrate the required improvement (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 meet with the employee (and with the Guild should the employee request the attendance of a Guild representative) to review the PIP, the areas of improvement required, and the goals that the employee must satisfy in order to successfully pass the PIP. M+R shall notify the employee and the Guild two (2) business days prior to this meeting that M+R has decided to place the employee on a PIP. The notice shall inform the employee that the employee may have a Guild representative should they choose to do so. [TA 10/30/18]

c. During the PIP, M+R will provide feedback to the employee on the employee's progress in meeting the goals of the PIP. The frequency of the feedback will depend upon the nature of the goals set forth in the PIP.

d. Within six (6) business days of 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").

e. If an employee does not demonstrate the required improvement by the end of the Extended PIP Period, or completes the PIP but repeats the performance issues underlying the PIP within twelve (12) months of the PIP's conclusion, M+R may terminate the employee. In that case, the PIP process replaces and satisfies the progressive discipline process.

f. An employee terminated under this paragraph 2 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.

e. 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(f) 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, and performance, geographic location (if relevant to continued work in the unit), 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.

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 8 – 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, without arbitration or bargaining with the Guild. In recognition of employee innovation and ideas, M+R will notify the employee representatives on the Labor Management Committee ("LMC") and the Guild of any new, modified or rescinded policies that materially impact unit employees and will, upon request, meet and confer with the LMC and the Guild over such new, modified or rescinded policies.

ARTICLE 9 – HIRING AND PROMOTIONS

1. Hiring. 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. M+R's decision as to which candidate to select for any position is not subject to the grievance and arbitration provision of this Agreement.
2. Promotions.
 - a. Employees are normally eligible to be considered for promotions at two times during the year – during the annual review period in September and during the goals check-in in March. M+R has the discretion to promote employees at other times during the year in connection with operational or client needs. M+R will determine the effective date of the promotion, with any attendant title change and wage increase effective on the promotion date that M+R sets.

b. During the review and goals check-in periods described in paragraph 2(a) above, 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 in future years (though these conversations may also occur during regular one-on-one check-ins with supervisors).

c. M+R will make promotion decisions based on business and client needs. M+R's promotion decisions, including whether to promote an employee and which employee to promote, are not subject to the grievance and arbitration provision of this Agreement.

3. Expectations For Growth And Professional Development

a. M+R's expectation is for employees in the positions below ("progressive term positions") to grow and develop their professional skills in order to become eligible for promotion into the next highest position in a reasonably timely fashion. A reasonably timely fashion for each role is to be defined as follows: Employees will be notified of the term limitation when they are hired or transferred into a progressive term position:

Position	Term Limit
Associate	24 months
Account Executive	30 months
Senior Account Executive	36 months
Digital Ads Manager	24 months
Senior Digital Ads Manager	36 months

b. Support and Coaching.

i. Employees in progressive term positions will receive support and coaching to help them achieve promotion to the next level as follows:

- Within the first six (6) months of employment in a progressive term position, the supervisor will review with the employee the expectations for the position and the promotion pathways to the next level.
- At each September Review Period and March Goals Check-in that follows the initial promotion pathways review, the supervisor will again review the promotion pathways with the employee and provide the employee with written feedback on areas where performance improvement and/or skill development is required.
- At least six (6) months prior to the end of the employee's progressive term position, the supervisor will also notify the employee in writing of the employee's prospects for promotion to the next level.

ii. If an employee does not believe they are receiving appropriate support and feedback from their supervisor, they may request a meeting with Human Resources 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, provided that such grievances must be filed at least three (3) months prior to the expiration of the term position. However, the sufficiency of the support and coaching provided to an employee will not be subject to arbitration.

iii. The timelines given in paragraph 3(a) above may be extended at M+R's discretion for up to twelve (12) months, if the employee has a strong likelihood of progressing to the next position at that time.

c. Expiration of Term. Three (3) months prior to the end date of a progressive term position, M+R will provide an employee who is not on track for promotion with written notice stating that they will not be promoted when the term of their current position expires ("Term Notice"). Employees who receive a Term Notice must elect between one of the following separation pathways:

- Supported Job Search. The employee may elect to have their workload at M+R lowered to thirty-two (32) hours per week and will be allowed eight (8) hours per week at full pay to conduct job search activities, using company resources (computers, desk, phone, etc.), for the remainder of their term position. If the employee has not found another position within M+R or elsewhere by the end of the specified term limitation, they will be terminated from employment.
- Resignation. In the alternative, the employee may submit their resignation, to be effective within two (2) weeks of the date of the Term Notice. Employees who resign under this subparagraph and sign a release of claims will be entitled to an additional four (4) weeks of severance pay, in addition to the severance provided in paragraph 3(d) of this Article.

Whichever separation pathway the employees 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 either of these pathways.

- d. Separation and Severance. When an employee is terminated at the end of the term limitation period, the employee will receive severance pay equal to two (2) weeks' pay plus an additional one (1) week of pay for each year of service over two (2) years (which amount may be prorated), provided that the employee signs a release of claims in a form to be provided by M+R. Terminations under this paragraph are not subject to the grievance and arbitration procedure of this Agreement.
4. Job Descriptions. M+R retains the discretion to establish positions and define and revise job descriptions as needed to carry out the work of the organization. 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.

ARTICLE 10 – 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 once a year. Performance evaluations are not subject to the grievance and arbitration provision of this Agreement. However, 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, actual working expenses incurred in the performance of their duties. Employees must obtain pre-approval of expenses, with written approval for expenses over \$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, as soon as practical after January 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
 - Gender if known
 - Home address
 - b. M+R will provide the Guild with the following information about bargaining unit employees on a semi-annual basis (as soon as practical after January 1 and July 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. On a quarterly basis, M+R will provide the Guild with the following information for each new bargaining unit employee hired in the preceding quarter:

- 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. Consistent with these concerns, the Guild agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as bargaining representative to process grievances and administer the Agreement.

c. When reasonably 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 11 – 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, union business meetings, 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. Subject to availability and upon reasonable advance written request from a Guild employee representative, M+R will provide the Guild's employee representatives with space in a conference room in M+R's offices to hold employee-only unit meetings no more frequently than once per month. These meetings must be held outside normal business hours or during employees' non-work time during normal business hours.

4. Stewards.

a. The Guild may designate employees to serve as Guild stewards and will notify M+R, in writing, of the roster of such Guild stewards.

b. Guild stewards are expected to conduct their union duties on their non-work time (e.g., breaks or after hours) or during approved unpaid leave time, so as not to interfere with M+R's business and client needs. However, M+R will allow stewards to attend, on paid work time, disciplinary or grievance meetings that the parties agree to conduct during normal business hours.

ARTICLE 12 - 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. Matters that do not fall within the definition of a grievance under this paragraph may be raised and discussed in the Labor-Management Committee described in Article 15.

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. No more than three (3) persons, including the grievant, shall attend for the Guild. M+R will respond in writing to the grievance within ten (10) 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 issue(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 section 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 filed 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 13 - 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 14 – NON-DISCRIMINATION

There shall be no discrimination against any employee because of race, sex, creed, religion, color, national origin, gender, gender identity or expression, age, disability, sexual orientation, or any other legally protected status. There shall be no discrimination against any employee on the basis of their participation or non-participation in union or other protected activities under the National Labor Relations Act.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEE

1. M+R and the Guild will establish a Joint Labor-Management Committee for the purpose of meeting and discussing employee concerns, including, among others, training and development, diversity and inclusion, performance review procedures, new or changed policies, and other such matters. The LMC will meet once every quarter during the term of this Agreement. M+R and the Guild shall each appoint three (3) M+R-employed representatives to the committee; additional participants with relevant knowledge or information may attend, with advance notice to the other party.
2. It is the parties' intent that LMC discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The LMC will not receive or adjudicate grievances. To facilitate open dialogue, discussions of the LMC, including disagreements over matters discussed in the Committee, shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE 16 – VACATIONS

1. Full-Time Employees.

a. Full-time employees will receive paid vacation in accordance with the following schedule:

Length of complete years of service:	Maximum vacation accrued per calendar year:	Rate of accrual per pay period
0-4 years	15 days (120 hrs)	5 hours
5-6 years	20 days (160 hrs)	6.67 hours
7+ years	25 days (200 hrs)	8.33 hours

2. **Part-time Employees.** Part-time employees with less than five (5) years of service earn vacation at the rate of .05769 hour for every hour worked, up to five (5) hours per pay period; part-time employees with five (5) to six (6) years of service earn vacation at the rate of 0.07696 hour for every hour worked, up to 6.67 hours per pay period; part-time employees with seven (7) years and more years of service earn vacation at the rate of .09611 hours for every hour worked, up to 8.33 hours per pay period.

3. Scheduling Vacation.

a. Requests for vacation time must be made in advance, in writing, to the employee's supervisor as early as possible, but at least two (2) weeks prior to the requested vacation. 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 black-out periods when employees will not be allowed to take vacation.

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. In their first through fifth years of service at M+R, employees may carry over up to five (5) days (or forty (40) hours) of unused vacation time from one calendar year to the next. Starting in their sixth year of service, employees may carry over up to ten (10) days (or eighty (80) hours) of vacation time per calendar year. Except as provided in paragraph 5(b) of this Article, any unused vacation time in excess of the permitted carry-over will expire on December 31 of each calendar year.

b. If an employee has accrued more vacation time than they are allowed to carry over, and if the employee was unable to take the excess vacation during the last three (3) months of the year due to their required work schedule, the employee may request a grace period in which to use the excess vacation. The grace period cannot extend beyond March 31. Requests must be in writing to the employee's Practice or Specialist Area Lead and the Human Resources Department, and M+R may grant or deny such requests in its discretion. Any unused vacation carried over under this paragraph 5(b) will expire on March 31. Grace period vacation will not be paid out upon separation.

6. Payment of Vacation Upon Separation.

a. Upon separation, employees with at least one (1) year of service at M+R will be paid for their accrued but unused vacation, provided that 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.

b. Employees who have taken more vacation than they have accrued at the time of their separation will have their final paycheck reduced on a pro rata basis. For purposes of determining pro rata payouts upon separation, vacations will be considered to accrue as follows:

Eligible Days of Vacation:	Accrual Rate Per Pay Period:
15	5 hours
20	6.67 hours
25	8.33 hours

7. State Laws.

a. California. Instead of the rules in paragraphs 5 and 6 above, employees working in California are subject to the carry-over and termination payment rules described in the M+R Employee Handbook.

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 17 – 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, 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. Employees who are required to work on a holiday will be given an eight (8) hour compensatory day, which may be scheduled and taken in accordance with Article 4(3)(b) of this Agreement.
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, a five (5)-hour day will be recorded against 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 18 – LEAVES

1. Sick Leave.

a. Full-time Employees.

i. Full-time employees are credited, as of January 1 of each year, with ten (10) days (eighty (80) hours) of paid sick leave for use during each calendar year.

ii. During the first year of employment, full-time employees may take a pro-rated amount of sick leave based on the employee's start date, according to the following formula: eighty (80) hours divided by 24 pay periods multiplied by the number of pay periods remaining in the year based on the employees start date.

b. Part-time Employees. Part-time employees are eligible for paid sick leave on a pro-rated basis, based on hours worked, in accordance with M+R's Employee Handbook.

c. Carryover. Full-time employees may carry over up to five (5) days (or forty hours) of unused sick leave from one calendar year to the next.

d. Sick Leave Uses. An employee may use sick leave when the employee is unable to work due to his or her own injury, illness, or medical condition or for medical care, treatment, or diagnosis. Employees may also use their sick leave days to care for a family member's injury, illness, or medical condition or for a family member's medical care, treatment, or diagnosis. For purposes of this paragraph, "family member" means a spouse, domestic partner, child, parent of the employee, the child of a spouse or domestic partner, a step-parent, grandparent, grandchild, sibling, parent-in-law, or a person with whom the employee has or had an "in loco parentis" relationship.

e. Notice. If an employee is unable to work due to a medical situation, the employee must notify their immediate supervisor no later than 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.

f. Documentation. If an employee uses sick leave that exceeds three (3) consecutive work days, M+R may require the employee to submit documentation from an appropriate health care provider.

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

h. 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.

i. 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.

2. Bereavement Leave.

a. Full-time employees may take up to five (5) days of paid bereavement leave in the event of the death of an immediate family member. For purposes of bereavement leave, "immediate family member" means an employee's spouse; domestic partner; child (step, natural, or adopted) and spouses thereof; parent (step, natural, or adopted); sibling (step, natural, or adopted) and spouses or children thereof; grandchild; grandparent; and any other individual whose close association with the employee is comparable to that of an immediate family member.

b. Part-time employees may take a pro-rated number of paid bereavement days, based on hours worked, in the event of the death of an immediate family member.

3. 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.

4. Personal Leave. Full-time employees may take up to three (3) paid personal days per year (pro-rated 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.
5. 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, personal days 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.
6. Other Unpaid Leaves. Employees may request an unpaid leave of absence for a compelling personal reason not otherwise provided for by this Agreement, and such requests may be granted or denied at the discretion of M+R.
7. 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 actively 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 30th day of leave.

ARTICLE 19 – 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 one (1) year of continuous service, 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 request up to two (2) weeks of Special Circumstances Leave, provided that the parent can document extenuating and unusual circumstances that interfere the parent from bonding with their child. The Employer's decision is not subject to the grievance and arbitration procedure.

5. 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 covered family member with a serious health condition, or due to caregiving exigencies caused by the placement of a family member 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. For purposes of Family Caregiving Leave, a covered family member means a spouse, domestic partner, child, parent of the employee, the child of a spouse or domestic partner, a step-parent, grandparent, grandchild, sibling, parent-in-law, or a person with whom the employee has or had an "in loco parentis" relationship.

c. Paid and Unpaid Leave. Consistent with M+R's Family Leave Policy, eligible employees may take a total of sixteen (16) weeks of Personal Medical or Family Caregiving Leave (counting both paid and unpaid leave) during any twenty-four (24) month period, or twelve (12) weeks in any twelve (12) month period, whichever is more favorable to the employee. The paid portion of this leave depends on the employee's length of service, as set forth in the schedule below, up to a maximum of twelve (12) weeks of paid leave in any twenty-four (24) month period. The balance of the employee's leave will be unpaid.

Complete years of service:	Paid leave per 24 month period
1-3 years	4 weeks
4-5 years	8 weeks
5+ years	12 weeks

- d. No Aggregation. Employees cannot aggregate paid Recovery Leave, Special Circumstances Leave, Personal Medical Leave, and Family Caregiving Leave to exceed the limits of paid leave set forth in paragraph 5(c) above.
 - e. Leave for Employees With Less Than One Year of Continuous Service. M+R may grant full-time employees with less than one year of continuous service who have exhausted their regular sick days for that year with up to five (5) supplemental, paid sick days in the case of any of the permitted uses set forth in subparagraph 5(a) of this Article. Part-time employees with less than one year of continuous service or employees who work only a part of the year will receive paid leave under this subparagraph on a pro-rata basis.
6. 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 M+R's Family Leave Policy.
7. 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.
8. 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.

9. Certification. M+R may require employees to provide medical certification of the employee's or family member'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.

10. Return from Work. 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.

11. 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 20 – INSURANCE

1. Full-Time Employees.

a. Full-time employees are eligible to participate in M+R's current health insurance and benefit programs ("Benefit Plans") in accordance with the terms of the Benefit Plans, which are hereby incorporated into this Agreement. Administration of the Benefit Plans, 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.

b. Full-time unit employees will be eligible to participate in M+R's Benefit Plans on the same basis as other full-time M+R employees, pursuant to the terms and conditions of such Benefit Plans, including the medical and prescription drug program, dental program, vision program, life insurance program, accidental death and dismemberment program, long-term disability insurance program, and pre-tax flexible spending account programs. During the term of this Agreement and after its expiration, and in recognition of the fact that the Benefit Plans also cover employees outside the bargaining unit, M+R may add to, modify or terminate the Benefit Plans 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 medical, prescription drug, and dental coverage. Such additions, modifications and terminations shall not be subject to arbitration or bargaining.

c. M+R will offer at least one medical insurance plan for which the employees' percentage share of premiums under the Benefits Plans shall not exceed the following amounts:

- Individual plans: Employees will pay no more than 13% share of premiums
- Individual + child(ren): Employees will pay no more than 22% share of premiums
- Individual + adult: Employees will pay no more than 24% share of premiums
- Family: Employees will pay no more than 30% share of premiums

The unit employees' percentage share of the premiums will be no more than the percentage share applicable to non-Guild-covered M+R employees. Employees' share of the premiums shall be collected through payroll deductions, consistent with the terms of the Benefit Plans and in amounts reflecting employees' elections during annual Open Enrollment.

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 Plans and will be eligible to participate in the Benefit Plans on the same basis as full-time M+R 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), 1(b) and 1(c) above.

b. Consistent with the ACA, part-time 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 Plans and will be eligible to participate in the Benefit Plans on the same basis as full-time M+R employees for the succeeding stability period set forth in paragraph 2(c) below, subject expressly to the provisions set forth in paragraphs 1(a), 1(b) and 1(c) 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 Company 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 Plans 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 Benefit Plans, 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 Plans and that the changes do not violate the premium share limits described in paragraph 1(c) above. In addition, M+R has the right to make changes in the Plans 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 Plans. 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 Healthcare Committee, which makes recommendations to M+R's Board about changes to the Benefits Plans 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 21 – 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.
 - 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 fifty percent (50%) of the first three percent (3%) of an employee's contributions to the Plan (e.g., if an employee contributes three percent (3%) of their salary, M+R will contribute a one and a half percent (1.5%) match).
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 the end of the probationary period.
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 22 – 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. For progressive-term bargaining unit positions, M+R shall pay new employees at the minimum salaries listed in Appendix A. For specialists and non-progressive term positions, M+R has the discretion to pay new employees hired into bargaining unit positions at salaries up to 110% of the minimums listed in Appendix A, in consideration of the employees' performance, experience, skills, qualifications or other relevant factors. In cases where M+R offers a salary above the minimum, M+R must notify the Guild on a semi-annual basis (as soon as practical after January 1 and July 1 of each year) articulating their specific reasons for offering above the minimum salary

c. M+R has the discretion to offer new employees a signing bonus. M+R must notify the Guild on a semi-annual basis (as soon as practical after January 1 and July 1 of each year) of the amount of the signing bonus and articulate their specific reasons for offering that signing bonus.

d. Appendix A reflects the minimum salaries for bargaining unit positions that are effective for the duration of this Agreement.

e. M+R will include salary minimums in all job postings.

2. Annual Increases.

a. Guaranteed Salary Increases.

i. Effective the beginning of the first payroll period following October 1, 2019, current bargaining unit employees receive a three (3%) increase to their base salaries ("Annual Guaranteed Salary Increase"), provided that employees that are promoted effective in October shall not receive the Annual Guaranteed Salary Increase.

ii. Effective the beginning of the first payroll period following October 1, 2020, current bargaining unit employees will receive a three (3%) increase to their base salaries ("Annual Guaranteed Salary Increase"),

provided that employees that are promoted effective in October shall not receive the Annual Guaranteed Salary Increase.

b. Merit Increases.

i. In addition to the Annual Guaranteed Salary Increases above, bargaining unit employees may receive annual merit pay increases ("Merit Increases") to be paid on the same dates as, and in combination with, the Annual Guaranteed Salary Increases. M+R will determine the amount of each employee's Merit Increase in its discretion, taking into account employee performance and M+R's business needs. Nothing in this paragraph prevents bargaining unit members from negotiating directly with management for a higher merit raise within the published caps for merit increases. M+R's decisions to award or not award Merit Increases to individual employees, and its decisions as to the amounts of such increases shall not be subject to bargaining or arbitration with the Guild.

ii. On July 1 of each year, M+R will provide notice to the bargaining unit of the caps for merit increases.

3. Promotion Increases. When M+R decides to promote an employee as provided in Article 9(2) (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. Nothing in this paragraph prevents bargaining unit members from negotiating directly with management for a higher salary upon promotion. The Employer in its sole discretion may determine whether to provide a higher salary upon promotion, and its decisions are not subject to the grievance and arbitration provisions of this Agreement. M+R's decisions to promote or not promote individual employees shall not be subject to bargaining or arbitration with the Guild.
4. Bonuses. During the term of this Agreement, bargaining unit employees will continue to be eligible for bonuses under the same bonus plan and on the same terms that M+R offers to non-represented, non-Partner staff ("M+R Bonus Plan"). M+R will set the terms of the M+R Bonus Plan in its discretion and will announce those terms annually in February, provided that the base bonus level for bargaining unit employees will be five percent (5%) of the employee's base salary (determined by averaging all positions held by the employee during the year). An employee's actual bonus amount could be above or below the base bonus level depending upon the design of the M+R Bonus Plan.

Apart from the base bonus level, the terms of the M+R Bonus Plan are not subject to arbitration or bargaining with the Guild. M+R retains the option to pay additional bonuses to employees, in its discretion, to reward exceptional performance or contributions.

5. Duration. M+R is not required to pay wage increases or bonuses after the expiration of this Agreement, as part of the status quo, prior to the execution of a successor contract.
6. New Unit Positions. M+R has the right to create and post new positions in the bargaining unit. M+R agrees to notify the Guild of the creation of a new position and the proposed minimum salary. Upon the Guild's request within five (5) business days of such notice, M+R will meet and confer with the Guild over the minimum salary for the new position. If no consensus is reached within ten (10) business days of M+R's notice to the Guild, M+R may assign the minimum salary to the position (no less than M+R's last proposed minimum), without bargaining or arbitration.

ARTICLE 23 – MINIMUM TERMS

The terms and conditions of employment contained in this Agreement are minimums only, and nothing in this Agreement shall prohibit M+R from providing, or an employee from individually negotiating and obtaining, better terms and conditions than the minimums set forth in this Agreement.

ARTICLE 24 – LEGALITY

1. In the event that any provision of this Agreement is determined to be in violation of any federal, state or local law or regulation, such provision shall be deemed of no force and effect, without impairing the validity and enforceability of the remaining provisions of the Agreement.
2. Nothing in this Agreement shall be construed or applied so as to be in violation of any local, state or federal law or regulation.

ARTICLE 25 - COMPLETE AGREEMENT

1. 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.

2. 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 26 – TERM OF CONTRACT

This Agreement shall be effective on December 21, 2018, and shall remain in effect up to and including June 30, 2021.

In Witness whereof, the parties hereto have executed this Agreement this the 21 day of December, 2018.

For the Employer:
M&R Strategic Services, Inc.

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

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Sarah Djulio 12/21/2018
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DocuSigned by:
Michelle Blundell 12/21/2018
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DocuSigned by:
Tania Stewart 12/21/2018
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Karen Hopper 12/21/2018
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Jose Cornejo 12/21/2018
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Eric Grist 12/21/2018
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APPENDIX A – SALARY MINIMUMS

Digital Fundraising & Advocacy, Digital Organizing, Media Relations, Social Media	
Title	Salary Minimum
Associate	\$52,000
Account Executive	\$58,500
Senior Account Executive	\$66,000
Account Supervisor	\$79,000
Senior Account Supervisor Senior Data Strategist	\$94,000

Digital Designer, Production Specialist, Data Analyst, Facebook Ads Specialist, Creative Producer, Ad Operations Specialist	
Title	Salary Minimum
Associate Digital Designer Associate Production Specialist Associate Data Analyst Associate Facebook Ads Specialist Associate Creative Producer Associate Ad Operations Specialist	\$56,000
Digital Designer Production Specialist Data Analyst Facebook Ads Specialist Creative Producer Ad Operations Specialist	\$66,000
Senior Digital Designer Senior Production Specialist Senior Data Analyst Senior Facebook Ads Specialist Senior Creative Producer Senior Ad Operations Specialist	\$81,000

Digital Advertising

Title	Salary Minimum
Digital Ads Manager	\$59,000
Senior Digital Ads Manager	\$68,000
Associate Media Director	\$83,000
Media Director	\$101,000

Developer	
Title	Salary Minimum
Associate Developer	\$68,000
Developer	\$81,000
Senior Developer	\$96,000
Principal Developer	\$109,000
Dev Project Manager	\$76,000

SIDE LETTER

In connection with the negotiation of the first collective bargaining agreement ("Agreement"), the parties agree to the following:

1. Initial Salary Increase Upon Ratification.
 - a. If a bargaining unit employee's salary increase upon implementation of the new Schedule A rates results in an increase of less than three percent (3%), M+R shall provide that employee with a salary increase to equal three percent (3%).
 - b. Bargaining unit employees whose salary is less than \$70,000 (after implementation of the new Schedule A rates) and who have been in their present position for more than twelve (12) months as of December 31, 2018, shall receive an additional one percent (1%) salary increase beginning in the first full payroll period in 2019.
2. Within five (5) business days of ratification of this Agreement, M+R shall pay a ratification bonus to each bargaining unit employee on payroll at the time of ratification equal to five percent (5%) of their new base salary, as determined after implementation of Side Letter paragraph 1 and Article 22(1)(a).
3. Following ratification of the Agreement, the parties agree to discuss the following issues during Labor-Management Committee meetings:
 - a. The creation of a tuition reimbursement benefit.
 - b. Alternative vacation arrangements
 - c. The design of the bonus program including eliminating caps on employee bonuses.
4. Employees in CAD that are on payroll as of the effective date of this Agreement will have six (6) additional months added to the term limit set forth in Article 9(3)(a) of the Agreement.
5. Certain titles are being replaced in this agreement, the old and new positions titles map as follows:

Digital Fundraising & Advocacy, Digital Organizing, Media Relations, Social Media	Old Titles
N/A	Account Coordinator, Online Assistant

Associate	Online Associate, Associate, Social Media Associate
Account Executive	Senior Associate
Senior Account Executive	Consultant, Social Media Strategist, Strategist
Account Supervisor	Senior Consultant, Senior Strategist (CAD), Senior Strategist Social Media
Senior Account Supervisor Senior Data Strategist	Senior Strategist (Online) Senior Data Strategist

Specialists	Old Titles
Associate Digital Designer Associate Production Specialist Associate Data Analyst Associate Facebook Ads Specialist Associate Creative Producer Associate Ad Operations Specialist	Jr. Digital Designer
Digital Designer Production Specialist Data Analyst Facebook Ads Specialist Creative Producer Ad Operations Specialist	Graphic Designer, Production Specialist, Data Analyst, Facebook Ad Specialist, Creative Producer, Ad Ops Specialist
Senior Digital Designer Senior Production Specialist Senior Data Analyst Senior Facebook Ads Specialist Senior Creative Producer Senior Ad Operations Specialist	Senior Data Analyst

Digital Advertising	Old Titles
Digital Ads Manager	Digital Ads Manager

Senior Digital Ads Manager	Senior Digital Ads Manager
Associate Media Director	Digital Ads Strategist
Media Director	Senior Digital Ads Strategist

Developer	Old Titles
Associate Developer	Associate Developer
Developer	Developer
Senior Developer	Senior Developer
Principal Developer	Principal Developer
Dev Project Manager	Project Manager, Web Development

6. For Employees holding the job title of CAD Account Coordinator at the time of ratification, the Employer will, in lieu of the requirements in Article 22(1)(a), provide such employees with the salary of an Associate (\$52,000). The parties agree that should these employees ultimately be promoted to the Associate job title, they shall not receive any additional increase under Article 22(3).
7. The parties agree that the Employer shall have up to three (3) months from the effective date of this Agreement to implement the following new programs:
 - The telework program (Article 4(6))
 - The 401k Program (Article 21). The parties agree that the Employer shall maintain the 401k Plan in effect prior to the effective date of this Agreement until the new 401k Program is in effect.
 - Coaching and outplacement services (Article 9(3)(c)).