

**Contract Between**  
**United Way Worldwide**  
**And The**  
**Washington-Baltimore News Guild**  
**For**  
**Department of Labor Engagement**

**TERM OF AGREEMENT**

**May 1, 2016- April 30, 2018**

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## **PREAMBLE**

THIS AGREEMENT, dated the \_\_\_ day of July, 2016, between the United Way Worldwide, hereinafter referred to as the UWW, and the Washington-Baltimore News Guild Local 32035 of the News/CWA, AFL-CIO, CLC, hereinafter referred to as the Guild.

## **ARTICLE I RECOGNITION**

The UWW recognizes the Guild as the exclusive bargaining agent for all positions within UWW's Department of Labor Engagement (formerly known as the Department of Labor Participation).

The employee(s) in any new job classification(s) that fall within the UWW's Department of Labor Engagement shall be in the Guild's bargaining unit.

The Guild will be recognized by any successor organization that conducts activities similar to those performed by members of the bargaining unit.

## **ARTICLE II UNION DUES**

Upon receipt of a properly signed authorization from the employee, the Employer agrees to deduct from the wages of such employee covered by this Agreement, the regular monthly dues and/or lawful assessments as certified by the Guild, and to remit such deductions to the Guild. Such deductions shall be made on each payday of each month for all employees on the Employer's payroll who have properly authorized such deductions and shall be remitted to the Guild on or before the last day of the month for which deductions are made.

UWW shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing no later than the 30<sup>th</sup> day following either (1) the date of the first Guild shop contract legally enforceable under the Labor Management Relations Act or (2) the date of hiring, whichever is later.

The foregoing provisions shall be effective in accordance and consistent with applicable federal and state laws.

## **ARTICLE III SENIORITY**

(a) Whenever seniority is referred to in this agreement, it shall include all service in an AFL-CIO Community Services capacity for the AFL-CIO, any AFL-CIO State Federation, AFL-CIO

Central Labor Council, any Labor Agency for the AFL-CIO Community Services program, all UWW service time, or any state or local United Way service time.

(b) On request, the UWW shall furnish the Guild a seniority roster of all Guild-unit employees based on the beginning date of seniority as defined in (a) above.

(c) New employees who are in the Guild unit hired after March 20, 1997, shall have no seniority status until they have completed a probationary period of ninety (90) calendar days, after which their seniority dates start from the date referred to in (a) above. UWW shall have the unlimited right to discharge an employee during the probationary period and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement, unless such discharge is for a reason proscribed in Article XXI of this Agreement. An employee's probationary period may be extended by agreement of the UWW and the Guild.

(d) After completion of the probationary period, employees shall not be subject to discharge except for just and sufficient cause.

#### **ARTICLE IV RELOCATION EXPENSES**

(a) For newly hired or transferred full-time Fair Labor Standards Act exempt employees, whose new work location is beyond a reasonable commuting distance, the UWW shall provide payment of moving expenses for packing, shipping, unpacking, and storage expenses up to 90 days. One car may be shipped at UWW's expense by commercial means if the distance exceeds 400 miles. The Internal Revenue Service business-use-mileage rate will be reimbursed to an employee who drives a personal vehicle to the new location. The UWW shall reimburse affected employees up to \$1,000 to cover special expenses such as utility and appliance connections, reinstallation or alteration of drapes, shipping of items requiring special handling, additional insurance, and the like.

(b) The UWW shall reimburse employees selling a residence in their former location all normal and reasonable buyer closing costs, including attorneys' fees, title and deed abstract fees, title insurance and title survey fees on their new residence. Additionally, the UWW will pay up to three points of the mortgage origination fees required on a new loan.

(c) The UWW shall reimburse the expenses of up to two (2) trips, limited to no more than seven (7) days, totally, for the employee and spouse or household members whose close association is the equivalent of a family relationship (including significant others) to find a residence in the vicinity of the employee's new location. The UWW will cover the actual cost of transportation, lodging, telephone, babysitters, car rentals, and meals.

(d) If the employee is required to begin work in the new location before securing a new residence, UWW will reimburse for reasonable and actual food and lodging expenses for up to ninety (90) days until the employee and dependents are permanently relocated. If in such interim, the employee is housed in an apartment with kitchen facilities, grocery or meal expenses will not be covered.

(e) No employee shall be required to relocate unreasonably. Geographical transfers shall not be used as disciplinary measures, and shall not result from discrimination as provided in Article XIX. The UWW shall discuss with the Guild and affected employee any proposal for transfer no less than six (6) months before its effective date. The UWW will provide in writing the operational necessity to justify the proposed transfer. No employee shall be required to relocate more than once during the term of this contract.

## **ARTICLE V JOB MOBILITY**

(a) As used in this Article, the term "vacancy" means vacancies in permanent positions covered by this agreement, and includes vacancies occurring in currently existing and newly created positions.

(b) The UWW shall notify the Guild unit members in writing of all vacancies or newly formed positions within the Guild unit.

(c) A Guild unit member shall have fourteen (14) days after the date of the mailing of notice to apply for the vacancy or newly formed position, and shall be placed in the position if he or she is qualified to perform the duties. If more than one qualified employee applies for the position, the more senior employee shall be placed in the position.

### Trial Period

An employee promoted under this Article shall have a trial period of four (4) months, which period may be extended by agreement with the Guild. At the end of the trial period, the employee shall be confirmed in writing of their position and benefits unless the employee has been unable to perform the duties of the job. The Guild will be notified in writing of the new employee. If during the trial period the employee is unable to perform the duties of the new position satisfactorily, UWW shall place the employee in his or her previous position or in a comparable position without penalty or prejudice.

## **ARTICLE VI LAYOFFS**

(a) In the event of a layoff affecting employees within the bargaining unit, UWW shall supply ninety (90) days' written notice (or pay in lieu of notice) to the affected employee(s). The Guild shall be notified simultaneously. Layoffs shall be in inverse order of seniority within the following three groups of job classifications:

Group 1: Assistant to the Vice President and Senior Associate for Labor Engagement

Group 2: Labor Engagement Directors

Group 3: Manager for Labor Engagement

(b) Each employee laid off to reduce the force shall be placed upon a recall list for two (2) years. Said laid-off employees shall be offered comparable vacant positions within the bargaining unit for which they are qualified. The offer shall be made by certified mail to the last address the employee has provided to the Employer. Recall rights shall be relinquished if the employee does not (a) accept the comparable position offered within two (2) weeks after receipt of the offer and (b) agree to return to work within two (2) weeks after accepting the position offered. Time spent on a recall list by a laid-off employee shall not constitute a break in continuity of service and seniority for purposes of layoff. No pension credits and no seniority will be earned while an employee is on layoff.

## **ARTICLE VII GRIEVANCE PROCEDURE**

Grievances shall be filed in writing within thirty (30) days after the occurrence or within thirty (30) days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Otherwise, they shall not be considered grievance. Grievances will be handled as follows:

### Step One

There shall be a meeting or conference by any electronic means between the unit chairperson (or designee) of the Guild, the grievant, and the designated person representing the UWW within fourteen (14) days of the chairperson's (or designee's) receipt of the written grievance. The UWW shall respond in writing within fourteen (14) days of this meeting or conference. Failure to do so shall affirm on behalf of the Guild, without prejudice to the UWW. If the grievance is not resolved to the satisfaction of the Guild during this fourteen (14) day period, the Guild shall have no more than fourteen (14) days following receipt of the written denial in which to refer the grievance to the next step in the grievance procedure by written notice to the UWW.

### Step Two

The Guild Unit chairperson (or designee), the grievant, and the UWW Chief Operating Officer (or designee) and a staff representative of the Guild shall meet or speak by any electronic means on any grievance referred to this Step within thirty (30) days of referral. If the grievance is not resolved, the UWW shall respond in writing within thirty (30) days following this meeting, failure to do so shall affirm on behalf of the Guild without prejudice.

### Arbitration

If the grievance is not resolved by Steps One and Two, the Guild shall have no more than thirty (30) days following receipt of the written denial in Step Two within which to refer to arbitration those grievances involving the violation, interpretation or application of this Agreement, including discharges. Arbitration shall be the sole and exclusive remedy for the settlement of any such grievances arising hereunder. Upon notice by the Guild to the UWW that it desires to submit a grievance to arbitration, the matter shall then be submitted to arbitration under the voluntary rules of the American Arbitration Association. The decision of this Arbitration shall be final and binding on both parties. The arbitrator's fees shall be borne equally by the parties

hereto. The costs for the parties to attempt to resolve a grievance in Step One or Step Two shall be paid by the UWW.

**ARTICLE VIII  
SALARIES AND EXPENSES**

**Salaries**

1. (a) The following annual salaries shall apply to the job classifications listed below:

<b>Classifications</b>	<b>7/1/2015</b>	<b>7/1/2016</b>	<b>7/1/2017</b>
Director, Labor Engagement	\$136,645	\$141,428	\$146,378
Manager, Labor Engagement		\$82,361	\$85,244
Assistant to the Vice President	\$79,576	\$82,361	\$85,244
Senior Associate, Labor Engagement	\$60,164	\$62,270	\$64,449

(b) The Salaries for 7/1/16 and 7/1/17, reflect a 3.5% increase over the previous year (7/1/15) with the exception of the new Manager of Labor Engagement position whose salary was established during the negotiations and who will be paid the same as the Assistant to the Vice President of Labor Engagement. Should UWW set the overall merit pool increase for 2016 or 2017 at an amount over 3.5%, the employees under this Agreement shall receive the difference between the 3.5%, which was negotiated under this Agreement, and the amount of the overall merit pool increase set by UWW. (For example, if UWW sets the merit pool increase for 2016 at 4%, then the employees covered by this Agreement shall receive an additional .5% salary increase effective July 1, 2016.)

(c) Upon ratification and signing of this Agreement, employees who are employed by UWW and covered by this Agreement shall be paid a \$1,000 signing bonus, to be paid no later than thirty (30) days following signing of the Agreement.

2. Expenses

(a) Employees' reimbursable expenses in accordance with UWW policy shall be paid by the UWW.

(b) Employees shall submit expense reports with applicable receipts for expenses except for highway or bridge tolls.

(c) Whenever Directors of Labor Engagement's approved activities require their participation in conferences or meetings where there is a registration fee the total registration fee shall be reimbursed by the UWW.

(d) The UWW shall provide employees with the business equipment (which may include desk top computers, laptop computers, printers, scanners, facsimile machines, photocopying machines, and office equipment and equipment maintenance and insurance) which UWW deems necessary to perform their jobs with the goal of maximizing employee efficiency and productivity. Authorization for such equipment will be made by the Vice President of the Department of Labor Engagement taking into account budget resources and employees' stated requirements. Such equipment will be compatible with other United Way Worldwide equipment. Training shall be provided by UWW for electronic, technical, and computer equipment and software with approval of the Vice President of course selection and timing; employees not employed by UWW headquarters shall be permitted localized training approved in advance.

(e) Cellular Telephones: Employees shall purchase cellular telephones and subscribe to an appropriate calling plan consistent with the employee's business needs. UWW shall reimburse employees for the cost of their service plan with the understanding that the primary use of the plan shall be for business.

(f) The UWW shall furnish each Fair Labor Standard Act exempt employee, other than a temporary or probationary employee, with a national credit card to be used for business purposes only. Long distance phone calls shall be covered by a credit card to be furnished by the employer.

(g) At the discretion of the Vice President of employees of the Department of Labor Participation, temporary clerical assistants may be employed or contracted with to assist with mailings, data entry, filing, copying, or other clerical duties.

### 3. Hours and Overtime

The normal workday for non-exempt employees shall be eight and one-half (8 ½ ) hours with a one (1) hour lunch period. Work in excess of forty (40) hours in a week shall be compensated at one and one-half (1 ½ ) times the employees regular hourly rate of pay.

## **ARTICLE IX VEHICLE ALLOWANCE**

(a) Effective January 1, 2017, employees who receive a vehicle allowance (i.e. the Labor Engagement Directors) shall receive a monthly allowance of \$500 plus mileage based upon the federal mileage rate for any business use of their vehicle.

(b) Effective January 1, 2018, employees who receive a vehicle allowance shall receive a monthly allowance of \$400 plus mileage based upon the federal mileage rate for any business use of their vehicle.

(c) The vehicle allowance shall not apply to any new hires under this Agreement, but such employees shall receive the mileage for business use of their vehicle.

## **ARTICLE X VACATION**

(a) Paid time off shall be granted to employees upon the following basis: During the first calendar year of service 1.3 days for each completed month of service. During the second and third calendar years of service, 16 days. During the fourth through eighth calendar years of service, 21 days. Beginning with the ninth calendar year of service and each year thereafter, 26 days. Length of service will be determined as indicated in Article III Section (a).

(b) Paid time off should be used in the year in which it is earned, except that employees shall be allowed to carry over a maximum of 15 days from one year to the next. Effective January 1, 2013, the maximum carry over shall be 10 days; effective January 1, 2014, the maximum carry over shall be 5 days.

(c) In the event an employee terminates employment during the employee's first calendar year of service, the employee (or the employee's estate in case of death) shall be paid for unused accrued vacation. In the event an employee terminated employment after the first calendar year of employment, the employee (or the employee's estate in case of death) shall be paid for unused vacation accrued in the year of employment termination. In the event an employee terminates employment after the first calendar year of employment, and the employee has taken vacation not yet earned, the dollar amount of such unearned vacation may be deducted from any sums due the employee (or the employee's estate in case of death) on termination of employment.

## **ARTICLE XI HOLIDAYS**

(a) The UWW shall allow time off with pay for the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas where such day is a regular work day, and Christmas Day. When any of the aforementioned holidays fall on a Saturday, time off with pay shall be allowed on the preceding Friday. When any of these holidays falls on a Sunday, time off with pay shall be allowed on the following Monday.

(b) In addition to the foregoing holidays, employees shall receive four (4) personal days. Except in cases of unexpected illness or injury, employees shall provide UWW with reasonable advance notice when personal days are going to be used.

(c) Additionally, each employee shall be allowed to perform community service consistent with UWW policy (which is presently eight (8) hours per month).

(d) An employee who desires to take a day off for the purpose of religious observance not otherwise provided for may be permitted to use a personal day or substitute the requested day for Martin Luther King, Jr.'s Birthday, Presidents' Day, or the day after Thanksgiving.

**ARTICLE XII  
SHORT-TERM DISABILITY**

(a) Short-term disability: After a waiting period of two (2) days, during which the employee may use paid time off available to the employee, an employee will receive full pay for each separate illness or incapacity until the employee is eligible for long-term disability. Eligibility for short-term disability shall continue to be subject to approval by the insurer. Should the Union disagree with a decision by the insurer as to an employee's eligibility for such coverage, the Union may grieve the provider's decision.

To remain eligible for short-term disability benefits, after the fifth consecutive day of absence the employee will provide UWW a physician's statement stating the nature of the illness or incapacity and its expected duration.

(1) If an employee returns to work and subsequently suffers a recurrence of the same illness or incapacity, short-term disability benefits will begin immediately without a waiting period, provided that the employee's return to work from the previous illness or incapacity has not exceeded 90 work days. In this event, the previous and subsequent periods of short-term disability benefits will be granted for a total of up to 180 days for the same illness or incapacity.

(2) If an employee returns to work and subsequently suffers a recurrence of the same illness or incapacity after having returned to work for more than 90 work days, short-term disability benefits will begin after a waiting period of two days, during which the employee may use paid time off available to the employee. In this event, the subsequent period of short-term disability benefits will be for up to 180 days and the prior period of short-term disability benefits will not be counted against the new period.

(b) Pregnancy/Childbirth: Physical inability to work due to pregnancy or childbirth shall be considered and treated the same as inability to work due to illness or incapacity under the short-term disability provisions above. The expected length of such leave is six (6) to eight (8) weeks for a normal delivery.

**ARTICLE XIII  
HEALTH, LIFE INSURANCE,  
RETIREMENT, AND RELATED BENEFITS**

(a) Health, Dental, and Vision Insurance/Benefits: Employees shall receive the same health, dental and vision coverage as is provided to all UWW employees. UWW agrees to maintain the benefits that are in place throughout the term of this Agreement. If there are any substantial changes in benefits, UWW shall reimburse employees for the cost of the difference in coverage. UWW shall pay 85% of the monthly insurance premium depending upon which coverage the employee chooses (e.g., individual, family, etc.) and the employee shall pay the remaining portion of the premium. Health insurance coverage shall be available to "domestic partners" as defined by the respective insurance plan.

(b) Retiree Insurance: The UWW shall pay one-half of the January 1, 2005 cost of health, dental and eye care insurance coverage for retirees and surviving-spouse beneficiaries; provided, however, that new hires shall not be eligible for such retiree coverage.

(c) Retirement Plan: Employees shall be covered by the Defined Benefit Plan and 403(b) Plan as amended by UWW in 2005, effective July 1, 2005 and as is applicable to all other employees who are covered by those plans. Effective December 31, 2017, the Defined Benefit Plan shall be frozen (as it was previously for all other UWW employees) for any employees who are covered by this Plan. Employees who are covered by the Plan when it is frozen on December 31, 2017, shall receive the bump-up under the formula which was approved by the UWW Board of Trustees on December 3, 2013.

(d) TDA: The Tax Deferred Annuity plans shall remain in effect during the term of this agreement.

(e) Life Insurance: The Employer shall pay the cost of life insurance equivalent to three times each employee's annual salary. Life insurance coverage shall be subject to the terms of the policy in effect, including its insurability provisions. UWW reserves the right to change providers or policies so long as the amount remains as provided above.

(f) Long-term Disability: After 180 days of receiving short-term disability benefits for a single illness or incapacity as set forth in Article XII, section (b), the employee will receive no less than 60 percent of the employee's pay under the terms of the Employer-paid Long Term Disability plan. Eligibility for such coverage shall be subject to approval by the provider.

#### **ARTICLE XIV SEVERANCE PAY**

Upon layoff, the employee shall receive the following:

1. Severance: A lump sum at the employee's highest weekly compensation during UWW employment calculated at a minimum of twelve (12) weeks' pay, plus one and one-half (1 ½) weeks per year of service or fraction thereof to a maximum of twenty-six (26) weeks' pay.
2. Health Insurance: UWW shall reimburse the laid off employee for the first six (6) months COBRA premium if the employee elects COBRA.

#### **ARTICLE XV LEAVES OF ABSENCE**

(a) Upon request, the UWW will not unreasonably withhold approval for an unpaid leave of absence of up to two (2) years for good and sufficient purpose consistent with the mission of UWW. UWW may replace an employee on leave under this provision with a temporary employee, whose length of employment may be limited to the employee's length of leave. The UWW need not grant leave under this provision to more than two (2) employees at any one time. Such leave shall not be considered as service time in the accrual of rights and benefits under this

agreement, but shall not cancel previous service in determining total service with the UWW for any reason. Employees shall be returned to their same jobs when returning from a leave of absence.

(b) An employee inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this agreement while in such service, and on return from such service may claim the original job, or if that job be no longer in effect, a comparable job with a salary no less than what that employee would have received had the service with the UWW been continuous, provided that the employee apply for reinstatement within ninety (90) days after release from the Armed Services. Military reserve training or emergency military reserve duty, shall equal the total regular salary which would have been received by the employee from the UWW for up to two (2) weeks per year.

(c) An employee is permitted to take time off for jury duty without loss of paid time off or other leave credits. The employee is expected to perform normal work-related duties as fully as jury permits. Appropriate documents shall be submitted to the employee's Vice President. The employee may keep jury pay.

(d) Each employee shall receive two (2) hours without reduction in pay to vote on local election days.

(e) In the event of serious illness or death of a member of an employee's immediate family (spouse, parents, children, siblings and household members whose close association is the equivalent of a family relationship, including significant others and in-laws), the UWW shall grant a regular full-time employee up to three (3) consecutive work days' absence with pay for each event. In addition, necessary time off with pay, up to one (1) day, for travel in excess of 500 miles shall be granted upon request of the employee. Time off under this Section (e) of Article XV shall be in addition to other paid time off available to the employee.

(f) Employees shall be permitted up to twelve (12) weeks per year of leave without pay, but without loss of seniority or benefits, to care for a sick relative or household members whose close association is the equivalent of a family relationship (including significant others). This leave need not be consecutive. If an employee's need for leave is foreseeable, the employee shall provide the UWW with reasonable prior notice of the requested leave. The UWW also may require certification or reasonable verification to substantiate the health condition of the sick relative or household members whose close association is the equivalent of a family relationship (including significant others) for whom the employee requests leave. Leave under this provision shall be consistent with family-and-medical-leave pursuant to applicable state or local legislation covering an individual employee.

(g) In addition to other paid leave, employees shall be permitted up to ten (10) days of leave with pay per year to care, during an illness, for parents, spouses, children or grandchildren (the preceding includes in-laws), or household members whose close association is the equivalent of a family relationship (including significant others). This paid leave also may be used to care for an employee's child during emergency medical appointments. This leave need not be

consecutive. If an employee's need for leave is foreseeable, the employee shall provide the UWW with reasonable prior notice of the requested leave. The UWW also may require certification or reasonable verification to substantiate the health condition of the sick relative or household members whose close association is the equivalent of a family relationship (including significant others).

(h) With the Vice President's prior approval, regular full-time employees are provided up to two (2) hours per week for their personal medical and dental appointments that cannot be scheduled outside of working hours.

(i) Authorized leave under this article shall not constitute a break in continuity of service and shall be considered as service time for all rights under this agreement, except as provided in section (a), and further, unpaid leave taken under this article shall not be considered service time for purposes of determining initial eligibility to participate in the UWW pension plan or to become eligible for the employer match under the Sec. 403(b) Tax Deferred Annuity (TDA) plan.

## **ARTICLE XVI MISCELLANEOUS PROVISIONS**

### 1. Personnel Files

(a) An employee and/or the Guild with the employee's written permission shall have the right to review the file upon presentation of written permission and upon request shall be provided copies of all materials in the member's files. This provision does not take away from the Guild's rights under the National Labor Relations Act to obtain information necessary to enforce this agreement.

(b) An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.

(c) Derogatory notations shall be removed twelve (12) months after issuance. Employee performance evaluations are exempt from this provision.

### 2. Paychecks

(a) The UWW shall take reasonable steps to ensure direct deposit of paychecks by the 13<sup>th</sup> and 28<sup>th</sup> of each month to accounts specified by the employee.

## **ARTICLE XVII EDUCATION**

(a) Not more than one employee at a time shall be allowed two (2) weeks each calendar year of leave with pay with the approval of the Vice President of the Department of Labor

Participation to participate in courses in labor studies leading to a college degree. Employees in a college education program shall be reimbursed fifty (50) percent of tuition upon completion of the course with a grade of "C" for up to four courses per calendar year.

(b) Employees shall be reimbursed for costs of courses taken to improve job skills where the course or seminar is applicable to their job duties and approved by the Vice President of the Department of Labor Participation.

(c) Employees shall obtain pre-approval for leave and/or tuition reimbursement under this provision and such approval and reimbursement shall be subject to monies being available under the professional development budget.

### **ARTICLE XVIII EXISTING BENEFITS**

(a) No reduction in pay shall be made as a result of putting this agreement into effect, except as otherwise agreed to. All existing past practices in a labor relations sense not altered or removed by this agreement shall remain in effect. It is understood that the previous sentence relating to past practices shall not apply where the language in the Agreement is clear and unambiguous or with respect to any practices which have not occurred since January 1, 1998.

### **ARTICLE XIX MANAGEMENT RIGHTS**

UWW retains its traditional management rights not limited by this agreement and shall continue to have the right to manage its business and to direct its personnel, including, but not limited to, the right to hire, evaluate, promote, schedule, layoff, discipline or discharge employees, to set standards of performance, to make work assignments, and to establish and enforce reasonable work rules. It is understood that UWW's right of management are limited only to the extent that they are expressly limited by the language of this Agreement or applicable state or federal law.

### **ARTICLE XX NO STRIKE/NO LOCKOUT**

There shall be no strikes or stoppages of work by employees and no lockouts by UWW during the term of this Agreement.

**ARTICLE XXI  
NON-DISCRIMINATION & EQUAL  
EMPLOYMENT OPPORTUNITY**

1. The parties agree that all employees will be free of unlawful harassment, discrimination, or illegal employment practices. In accordance with the policies of the UWW and of the Guild, it is agreed that neither party will discriminate in employment with regard to race, color, gender, religion, creed, national origin or ancestry, ethnicity, age, disability, veteran status, marital status, or sexual orientation. The UWW and the Guild are committed to seek resolution of disputes, if any, arising from the foregoing provisions under the procedures set forth in Article VII of this agreement.

2. The UWW will provide reasonable accommodation of an employee's disability or disabilities. It is the intention of the UWW and the Guild that an employee who because of disability is unable to perform the full range of duties will be given preference to such work, if available, as the employee is able to perform, and the employee will carry full accumulated seniority to the new position. The wages, hours, terms and conditions of employment of such employee shall be discussed and agreed on by the UWW and the Guild as a reasonable accommodation.

**ARTICLE XXII  
CONTROL SAVINGS CLAUSE**

If government wage-and-price controls are instituted affecting this agreement, the UWW shall implement this agreement to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.

**ARTICLE XXIII  
DURATION AND RENEWAL**

This Agreement shall remain in effect from May 1, 2016 through April 30, 2018. Within ninety (90) days prior to the expiration of this Agreement, UWW or the Guild may initiate negotiations for a new agreement to take effect May 1, 2018. If such negotiations do not result in a new agreement before May 1, 2018, the new agreement shall be made retroactive to May 1, 2018; provided, however, that this provision shall not apply to provisions for which retroactivity is not feasible or any provisions, which may include wages, which are specifically not made retroactive by the parties.

*[SIGNATURES ON NEXT PAGE]*

**UNITED WAY WORLDWIDE**  
**BALTIMORE**

\_\_\_\_\_  
Patricia Turner, General Counsel

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

**WASHINGTON-**  
**NEWS GUILD**

\_\_\_\_\_  
Paul Reilly, Union Representative

\_\_\_\_\_

\_\_\_\_\_

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

**MEMORANDUM OF AGREEMENT**

In the event the UWW grants additional paid time off to other employees, such additional paid time off, even if limited to paid time off to meet the waiting period for short-term disability, will be extended to employees in the Guild bargaining unit.

**UNITED WAY WORLDWIDE**  
**BALTIMORE**

**WASHINGTON-**  
**NEWS GUILD**

\_\_\_\_\_  
Patricia Turner, General Counsel

\_\_\_\_\_  
Paul Reilly, Union Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD  
MEMBERSHIP DUES**

TO: The United Way Worldwide

I hereby assign to the Washington-Baltimore News Guild an amount each payday of each month in accordance with a schedule to be submitted by the Guild and I hereby authorize the United Way Worldwide (UWW) to deduct such amounts from my salary and to remit same to the Washington-Baltimore News Guild not later than the 30<sup>th</sup> day of that month (the 28<sup>th</sup> day of February or as soon as possible thereafter).

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 UWW and the Treasurer of the Washington-Baltimore News Guild by certified mail, return receipt requested. Such notice of revocation shall become effective the month following in which such written notice was received by the UWW.

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

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

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

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

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