

Collective Bargaining Agreement
Between
UFCW International Union
And
Washington-Baltimore News Guild

January 7, 2020 through January 6, 2024

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Preamble

This Agreement is made effective on the 7th day of January 2020, between United Food and Commercial Workers International Union, (hereinafter referred to as "UFCW"), a non-profit labor organization, and the Washington-Baltimore News Guild ("Guild") chartered by The News Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all the employees described in Article I.

The UFCW and the Union share a common mission to organize workers to win industrial power in order to achieve higher standards for our members. The parties agree to cooperate with one another in efforts to assure efficient operations, to service the needs of UFCW members and workers it is seeking to organize, and to meet the highest standard in such service. The parties agree that it is their mutual aim to support the growth of UFCW.

It is the intent and purpose of the UFCW and the Guild to promote and improve labor relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed by the UFCW and its employees covered within this Agreement.

The UFCW and the Guild will continue to promote a harmonious relationship in the workplace, and they agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the UFCW with respect and dignity.

Article 1. - Recognition and Bargaining Unit

1. The UFCW recognizes the Guild as the exclusive bargaining agent for employees covered by this Agreement.
2. This Agreement covers all positions listed in Appendix A and other newly created secretarial, administrative and professional/technical staff positions in all headquarters departments, but excluding all employees in job classifications covered by collective bargaining agreements between the UFCW and other labor organizations; all officers and department directors, the positions listed in Appendix B, and other supervisory, managerial, or confidential positions, as defined by the National Labor Relations Act.

Article 2. – Employer Rights

(A) The UFCW maintains the sole and exclusive right to manage the International Union in such a manner as the UFCW shall determine to be in its best interest as long as in doing so it does not violate any of the terms of this Agreement. The Union further recognizes that the UFCW has the sole and exclusive right to determine the management organization for each department or office, to select who shall be hired or not hired, to create new departments or offices or modify the structure of existing departments or offices and to establish, maintain, and reestablish and enforce rules and regulations. The exercise or non-exercise of the rights retained by the UFCW shall not be deemed to waive any such rights or the discretion to exercise any such rights in some way in the future.

Article 3. - Union Security

It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. Those employees who are not members on the date of signing this Agreement shall become and remain members in good standing in the Guild by the thirtieth (30th) day after the date of signing of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired after its effective date shall become and remain members in good standing in the Guild by the thirtieth (30th) day after the beginning of such employment.

Article 4. – Checkoff

1. The UFCW will check off Guild membership dues, as designated by the Guild, each pay period on the basis of individually signed checkoff authorization cards. The UFCW will remit the dues so deducted to the Guild by the tenth (10) day of the following month.
2. The dues checkoff authorization card shall be as set forth in Appendix D.
3. The Guild shall indemnify and save the UFCW harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the UFCW for the purpose of complying with any of the provisions of this Article or in reliance on such checkoff authorization cards.
4. The UFCW shall provide for payroll deductions for the UFCW Leadership 21 Active Ballot Club on behalf of employees who authorize such deductions in writing.
5. The UFCW agrees to supply the Guild once each year by the first of July with a list of all employees covered by the Guild bargaining unit, showing name, address, sex, minority group, date of birth, date of hiring, job title, and rate of pay. The UFCW further agrees to supply to the Guild once each month, in both a computer editable form and a non-editable form, a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.

Article 5. - Seniority

1. Seniority shall be considered as an employee's continuous and uninterrupted service with the UFCW International Union and its Chartered Bodies since the employee's last date of hire. Temporary absence from work or absences due to illnesses when such absences are approved by the UFCW will not break seniority.
2. Temporary employees, who are hired by the UFCW, will have their continuous time served as temporaries for UFCW count toward seniority, for vacation and sick leave purposes only.
3. When a temporary employee performs the essential duties and responsibilities of a position for the majority of time while they are a temporary, all time worked as a temporary will count toward their probationary period, if they are hired as a regular employee of the UFCW to perform the essential duties and responsibilities of that position.

Article 6 - Probationary Period and Discipline

1. a. The UFCW shall have the unlimited right to discharge, without recourse to the grievance and arbitration provisions of this Agreement, a new Administrative and Support employee who has not concluded a probationary period of three (3) months, beginning from the date that the employee begins work, provided that no later than the 30th day before the three (3) month anniversary date, the progress of the new employee will be evaluated and the Guild will be notified in writing if any problem or problems appear to be developing.

b. The UFCW shall have the unlimited right to discharge, without recourse to the grievance and arbitration provisions of this Agreement, a new Professional and Technical employee who has not concluded a probationary period of six (6) months, beginning from the date that the employee begins work, provided that on or before the two (2) month anniversary date and on or before the four (4) month anniversary date the progress of the new employee will be evaluated and the Guild will be notified in writing if any problem or problems appear to be developing.

c. The probationary period shall end on the last working day before, as applicable, the three (3) or six (6) month anniversary of the employee. An employee's probationary period may be extended by written agreement of the UFCW and the Guild.

2. Employees, who have completed the probationary period, shall not be subject to discipline or discharge except for just and sufficient cause.

3. Employees with more than three (3) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge except in case of gross misconduct.

4. The Guild shall be notified in writing, contemporaneously with the employee, of any discipline or discharge.

5. a. An employee and the Guild, with the employee's permission, shall have the right to review the employee's file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee's file. The employee shall date and initial all documents in the employee's file.

b. Any material commending or reproving an employee is to be sent to the Human Resources Office for inclusion in the personnel file and shall be provided to the employee at the same time.

c. 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.

d. Notices of discipline shall be removed twelve (12) months after issuances. If at the time a disciplinary notice is given there is a similar type of warning notice in file, the earlier notice shall remain in the file for eighteen (18) months.

6. The UFCW shall notify the Guild Unit Chair within 35 working days of any potential discipline after occurrence or when management became aware of the occurrence. Following an investigation, if it is determined that discipline is warranted such discipline shall be issued within 15 working days.

Article 7. - Filling Vacancies

1. The Guild shall be notified of all vacancies, as they occur, covered by this Agreement. The term "vacancy" includes an opening in an existing position under this Agreement or an opening resulting from the creation of a new position under this Agreement. The UFCW recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer and, accordingly, will give present qualified employees first opportunity to try out for a vacancy in a different position, subject to the prior operation of the recall list.

2. Within fifteen (15) working days of a position becoming vacant, the UFCW either will post the position to be filled consistent with the provisions of this Article or will notify the Guild of the UFCW's intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position. In the event that UFCW elects to leave a position vacant or abolish a position, it will notify the Guild and meet within 30 working days from the position becoming vacant to inform the Guild where any remaining duties of the position will be performed, if at all. The time limit for meeting may be extended by mutual agreement.

3. When a vacancy occurs, the UFCW shall post the opening for ten (10) working days and has the ability, at their discretion, to simultaneously post externally. If the UFCW chooses to simultaneously post externally, the UFCW agrees to consider all eligible and qualified internal applicants first. If an employee has a documented vacation on record with the Human Resources Office, and unable to apply during the posted period, the employee should immediately notify the Human Resources Office of their interest in the position and he/she has three (3) days upon return to submit their resume for consideration. The UFCW shall post the notice by electronic mail. The UFCW agrees to notify the Guild of the posting and to consult with the Guild regarding the grade level of any new position or any position in which there is a proposed change in grade level. The Guild has the right to grieve the UFCW's designation of grade level.

4. Posting for vacancies shall be written by the UFCW and shall specify the minimum qualifications (e.g., experience, education and skills). The parties recognize that some positions may require special skills or qualifications. Those skills and qualifications shall be directly linked to the successful performance of the job.

a. When a Guild bargaining unit employee applies for any bargaining unit vacancy and has the qualifications to perform the duties of the job, the employee applicant with the greater seniority shall be moved into the vacancy, unless another applicant has demonstrably superior qualifications.

b. An employee's test scores for a particular competency will remain valid for two (2) years. Current employees with demonstrated proficiency in keyboarding in their current position shall be considered to have met that competency and shall be exempt in the requirement to take such test, provided the keyboarding speed requirement has been met for the new position.

5. Any applicant not selected for a position shall be provided by the UFCW a verbal notice within five (5) days after a determination has been made. If an employee so requests, the UFCW will review and evaluate the applicant's qualifications with the employee.

6. a. An employee promoted or transferred under this Article shall have a trial period of three (3) months for Administrative/Support positions and six (6) months for Professional/Technical positions, which may be extended by written agreement with the Guild.

b. The UFCW's evaluation of the employee shall be discussed with the employee no less frequently than after one (1) month, and two (2) weeks before the end of the trial period.

c. At the end of the trial period, the employee shall be confirmed in the position unless the employee has been unable to perform the duties of the job in the opinion of the UFCW. If during the trial period the employee is unable to perform the duties of the new position satisfactorily in the opinion of the UFCW, the UFCW may place the employee in his or her previous position or in a comparable position, without penalty or prejudice.

d. If an employee returns to the position from which promoted or transferred, or a comparable position as provided in subsection C, the employee shall receive the salary that he or she would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee's previous position.

7. The UFCW will attempt to interview Guild applicants within two (2) weeks after the close of each posting period. Thereafter the UFCW will inform the Guild on a weekly basis of the status of efforts to fill the posted position.

8. An employee who has been in a job five (5) months or more may apply for a vacancy, except that any employee in the Secretarial Grades may apply for a promotion in the Professional/Technical Grades at any time. This provision does not apply to new employees. New Professional/Technical employees may apply for a vacancy after 6 months.

Article 8. - Layoff and Recall

1. It is the policy of the UFCW to provide steady employment opportunities for its employees, and to minimize, as far as possible, any fluctuation in employment consistent with the changing needs and responsibilities of the UFCW and economic conditions beyond its control.

2. In the event of a layoff affecting employees within the bargaining unit, the UFCW shall begin the process by consulting with the Guild three weeks in advance of notice to the affected employees. Such consultation shall include providing the Guild with the following:

a. Identifying the departments in which reductions would occur.

b. Identifying the names of those persons who the UFCW intends to lay off. The UFCW shall make layoffs in the identified departments in the inverse seniority order of the employees in the departments.

c. During this three week period, those persons once identified will be given the opportunity to replace the least senior persons within the Guild's entire jurisdiction in the same or lower pay grade positions for which the employee has transferable skills, and for which those employees targeted for layoff have the ability and meet the minimum qualifications required to perform the work. During this three-week period, the UFCW and the Guild jointly will seek to identify positions in the same or lower pay grade for which the employee has transferable skills and into which employees targeted for layoff may bump. If the parties are unable to agree, employees may be offered the positions for which UFCW has determined the employee has transferable skills. The Guild may grieve the UFCW's decision.

It is understood by the parties that testing, to the extent it exists for a particular position, will be required by UFCW. During the notice period, the affected employee will be notified of the position identified, minimum qualifications, and if testing is required, a listing of skills, procedures, or other work processes to be covered by the test.

Upon placement in the position, Article 9, Section 6 shall apply.

3. UFCW after such consultation shall provide an additional three (3) weeks' notice to the affected employees.

4. The UFCW shall provide the laid-off employees severance pay as follows: two (2) weeks pay per year or major fraction thereof for each year of the employee's employment to a maximum of twenty-six (26) weeks. Employees with twenty-five (25) or more years of service shall receive an additional one (1) week per year or major fraction thereof to a total maximum of thirty (30) weeks. An affected employee who exercises his or her right under COBRA to continue their coverage under the UFCW group health plan may choose to have their monthly COBRA premium waived at the rate of one month for every one (1) year of continuous employment, up to a maximum of four (4) months or until they are no longer eligible to continue coverage under COBRA, whichever comes first. An employee shall be eligible for this waiver only if they are not covered under another health plan.

5. a. An employee with at least one year of employment, who is laid off shall have the option of taking severance pay due in one lump sum or being placed on a recall list for a period of one year and have their severance pay divided into bi-weekly installments. The installments will stop when the severance pay due is exhausted or the person is rehired.

b. Laid off employees on the recall list shall be offered comparable vacant positions for which they are qualified, prior to these positions being posted. The offer shall be made by certified mail and electronic mail to the last address the employee has provided to the UFCW and the UFCW shall contemporaneously provide a copy of the offer to the Guild. Recall rights shall be relinquished if the employee does not accept the comparable position offered within ten working days after receipt of the offer and agree to return to work within two 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.

6. The Joint Labor Management Committee will explore ways to aid employees with career development in the event of layoff.

Article 9. - Education and Training

1. The cost of educational courses of study required by the UFCW shall be paid completely by the UFCW.

2. Full-time employees, upon the presentation of evidence that they have successfully completed courses at accredited local educational institutions shall be paid up to the full cost for registration, tuition, laboratory fees and any required books or materials. Provided, however, such reimbursements shall not exceed an annual total of \$3,000.00 per employee. Such course(s) must be directly related to the individual's job assignment and be approved in advance by the UFCW. Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to a career with UFCW may be considered job-related.

3. Based on service with the UFCW, employees shall be reimbursed, upon the presentation of evidence that they successfully completed credits-by-exam or courses at an accredited four-year local university or community college, the designated amounts for credits-by-exam and study guides or courses not directly related to their job assignment, but which may prepare them for future job improvement with the UFCW. Such courses must be approved in advance by the Director of Human Resources, and the employee must present evidence of achievement of a letter grade of "C" or higher before reimbursement will be made.

a.	6 months to 2 years of employment	\$1,500.00 annually
	2 years or more	\$3,000.00 annually

In the event an employee receives reimbursement under both sections two and three, the annual total reimbursement shall not exceed \$3,000.00

4. Any course completed at an accredited labor studies program, shall be reimbursed up to \$4,500 per employee per year. Requests for administrative leave for up to 2 weeks per year for a labor studies program must be made in advance to the Director of Human Resources. Evidence of being a student in good standing in the first grading period and evidence of achievement of a letter grade of a "C" or higher in a subsequent grading period, must be presented in order to take administrative leave. Denial of leave for on-campus course requirements shall be for demonstrated operational need. Seniority will be used where demonstrated operational need limits the number of employees in a department who may be granted leave.

5. The UFCW may permit employees to participate in seminars conducted by outside trainers for the purpose of improving employee performance. In such cases, the UFCW will pay for the seminar and the employee will suffer no loss of pay as a result of attending the seminar.

6. The Joint Labor Management Committee will continue to explore career development programs, as well as effective learning methods, including computer-based training. To further career development opportunities, the Joint Labor Management Committee will identify and distribute recommended career ladder curricula for skills

development and enhancement related to the minimum qualifications of Guild professional/ technical/ administrative unit positions.

7. Upon occupying a new job classification or position, the newly assigned employee will receive five days of on-the-job training from the previous job holder or a similarly qualified person. UFCW will provide sufficient training to perform the job adequately.

8. All employees at the recommendation of their Department Director and approval by the President's Office may attend conferences and/or seminars, with pay, which will enhance job and/or professional performance.

9. Guild stewards, upon appropriate notice to their supervisor, shall receive one education day per year, without pay, for Guild education and training, providing the scheduled time off does not conflict with an employee's work assignment as determined by the director.

10. The UFCW shall maintain LinkedIn Learning subscriptions for employee access and use.

Article 10. - Hours and Overtime

1. a. The standard work week for FLSA nonexempt employees shall be Monday through Friday totaling 35 hours. The standard workday shall be seven hours, exclusive of a meal break.

b. Rest periods shall consist of a 15-minute break in the morning and a 15-minute break in the afternoon.

c. Work performed by nonexempt employees in excess of 35 hours but equal to or less than 37 ½ hours in any one week shall be paid at straight-time rates.

d. Work performed by nonexempt employees in excess of 37 ½ hours in any one week or on Saturday, Sunday, or holidays shall be paid at the overtime rates as hereinafter set forth.

e. When a nonexempt employee is required to work overtime (other than Sundays and holidays), the overtime shall be compensated for at one- and one-half times the employee's straight time hourly rate of pay. An employee required to work on the sixth (compensated) day, Sunday or holiday shall be guaranteed a minimum of four hours' overtime pay. All work performed on Sundays shall be compensated for at double (two times) the employee's regular straight-time hourly rate of pay. All work performed on holidays shall be compensated for at double (two times) the employee's regular straight-time rate of pay in addition to his or her holiday pay. Travel time will not be considered hours worked and included when determining overtime pay so long as it does not violate any applicable laws.

f. Nonexempt employees who work overtime three or more hours beyond the normal workday shall be reimbursed reasonable actual meal and beverage expenses up to \$12.00. Employees who work overtime six hours but not more than 10 hours on Saturday, Sunday or holidays shall be reimbursed reasonable actual meal and beverage expenses up to \$12. Employees who work overtime 10 or more hours on Saturday, Sunday or holidays, shall be reimbursed reasonable actual meal and beverage expenses up to \$24. All expenses shall be submitted in accordance with Article 14 of this agreement.

2. Alternative work schedules and arrangements will be maintained and agreed to, subject to the UFCW's operational needs.

3. By mutual agreement with the employee's supervisor, meal breaks may be taken at irregular times or not at all, provided it does not interfere with performing their work or detract from the professional environment, and further provided that the operation of this provision allows the coverage of offices and does not create overtime.

4. Nonexempt employees shall record their time at the beginning of their workday and at the end of their workday when their time deviates from their regular schedule. When a nonexempt employee works any part of their meal break, the employee will record that time. The employee shall sign their time and attendance record at the end of the work week verifying the total hours worked. Absences for exempt employees will continue to be recorded in the established manner on the department weekly attendance report.

5. It is understood that some exempt professional staff perform duties that often require lengthy and irregular hours and/or travel. As soon as possible following a situation in which a professional staff person is engaged in lengthy and irregular hours and/or travel which an employee believes may justify compensatory time, the employee may submit a request for compensatory time to the Human Resources Office on a form provided, setting forth the circumstances and details for consideration. The Human Resources Office will consult with the department director to make the determination of compensatory time which may be due and will advise the employee upon such determination.

6. Exempt employees assigned to the Communications Department, Strategic Resources Department, Organizing Department, Capital Stewardship Office, Negotiated Benefits Department, Legislative and Political Action Department, Information Technology Department, Collective Bargaining Department, Occupational Safety and Health Office, Food Processing, Packing and Manufacturing Division and Operational Support and Services Office, may telecommute up to 12 days per year on days mutually agreed upon by the employee and their director, unless otherwise assigned by the UFCW President to work from home regardless of department.

- a. The term telecommuting refers to the arrangement under this Article whereby the employee performs the duties and responsibilities of the employee's position, and other authorized activities, from a location other than their office.
- b. Telecommuting is based upon the employee's work assignments and operational needs.
- c. To be eligible the employee must already have the necessary equipment and the resources available to them.
- d. Employees who are telecommuting are expected to maintain regular work hours and availability.
- e. Request for telecommuting must be provided to the director no later than 2 business days prior to the date telecommuting is being requested.
- f. All employees who telecommute under this Agreement will use the Appendix E form and provide reasonable notice to their supervisor.
- g. The Joint Labor Management Committee will meet periodically to discuss any issues and challenges of telecommuting as necessary.

Article 11. - Health and Safety

1. The UFCW will continue to make every reasonable effort to provide for a safe and healthful working environment and will continue to comply with safety and health regulations set forth by applicable governmental jurisdiction.
2. The UFCW and the Guild shall select up to two (2) representatives each to serve on the joint safety and health committee which shall discuss Safety and Health matters of mutual interest or concern to UFCW and the Guild.
3. The UFCW shall notify the Guild prior to any known environmental changes or construction scheduled in work areas.

Article 12. - Grievance and Arbitration Procedure

1. The Guild and the UFCW shall designate standing committees of a reasonable number of their choosing to take up with the other party any matter arising from the application of this Agreement or affecting relations of an employee and the UFCW.

2. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement. Grievances shall be filed by the Guild in writing with the grievant's supervisor, with a copy to the Human Resources Office, and by the UFCW in writing with the Guild Unit Chair, within fifteen (15) working days after the occurrence or within fifteen (15) working days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Efforts to adjust grievances shall be made on UFCW time.

3. Step One: There shall be a meeting between a Guild steward, the grievant and the department head or his/her representative within fifteen (15) working days of the receipt of the written grievance. The department head or representative shall respond in writing within fifteen (15) working days of this meeting.

4. Step Two: If the grievance is not settled by Step One, the Guild may refer the grievance to the Director of Human Resources or his or her designee in writing or the UFCW may refer the grievance to the Guild Executive Director in writing within fifteen (15) working days of the department head or representative's written reply. The parties shall meet on any grievance referred to this Step within fifteen (15) working days of referral. If the grievance is not resolved, the Guild or the UFCW shall respond in writing within fifteen (15) working days following this meeting.

5. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled by Step Two may be submitted to final and binding arbitration by either party within (15) working days of the Step Two response. If the parties cannot agree on the impartial arbitrator, then the American Arbitration Association will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. Representatives of the UFCW and the Guild shall complete the selection process within ten (10) working days of receipt of the panel of arbitrators. The arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning any of the terms and provisions of this Agreement. The Arbitrator shall render a decision no later than 90 days after the conclusion of the arbitration. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

6. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

7. The term "grievant" shall be considered to include: any individual Guild member, a group of Guild members or the Guild.

8. The time limits set forth in this Article may be extended upon mutual agreement of the Guild and the UFCW.

Article 13. - No Discrimination

It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, race, creed, color, sexual orientation or preference, gender identity or gender expression, national origin, religious beliefs, family status or disability. It is further agreed that there shall be no discrimination against an employee for his or her legal Guild activities.

Article 14. - Travel

Reasonable actual meal and beverage expenses while on union-related business travel will be reimbursed. Reimbursement of reasonable actual expenses must include, in addition to any credit card receipt, an itemized receipt for all meals and beverages purchased. This requirement for itemized receipts is required by the Department of Labor.

1. a. If an employee is on an extended out of town assignment of two (2) consecutive weeks including two (2) consecutive weekends, and if it is mutually agreeable with the Director, the employee may elect to have the UFCW provide coach airline transportation for such employee's spouse or domestic partner to the area of assignment for the second weekend. If the employee makes this election, he or she is required to arrange the appropriate advance notice for cost-effective airline travel.

b. When an employee will be on assignment for an extended period of time and is scheduled to return to the same assignment, the employee shall be allowed to leave on Thursday of the second week after 5:00 p.m. In cases where the employee is required to travel by air, availability of flights may be given consideration to allow the employee to reach home on Thursday evening. The employee shall return to the extended assignment late Monday evening the following week.

2. Mileage shall be reimbursed at the current IRS business use rate.

3. Effective following ratification, the UFCW shall continue to provide each eligible bargaining unit employee a transportation benefit in the amount of \$200 per month for the SmarTrip benefit, or up to \$200 per month for public transportation. If SmarTrip benefits are separated between transit and parking, then employees may allocate their benefits. Employees who receive a transportation benefit will not be eligible for UFCW parking that month. The increase for the transportation benefit shall apply with the next regular funds transmittal following the date of ratification.

This benefit is funded by the UFCW and pursuant to an Internal Revenue Service provision is not taxable to the participant. The benefit must be used only for the commute between the participant's residence and work location. The transit benefit cannot exceed the participant's actual monthly commuting cost, up to a maximum of \$200 per month, regardless of the number of days the public transportation is used.

Any unused SmarTrip benefit balance will revert back to the International Union's account and will not carry forward on the employee's account.

Upon separation of employment, the participant is no longer eligible for this benefit and any unused funds will be returned to the UFCW.

Article 15. – Vacations

1. Employees shall receive vacation, with pay, as follows:

a. Employees completing twelve (12) months of continuous employment shall receive fifteen (15) working days, seven (7) of which may be taken after six (6) months of continuous employment. During the first year of continuous employment, employees must earn all of the remaining eight (8) working days before they are eligible to use them. This will occur on the employee's first anniversary date. After the first employment anniversary year, employees are eligible to use their annual vacation allotment after January 1 of each remaining year of employment;

b. After ten (10) years of continuous employment shall receive twenty (20) working days;

c. After twenty (20) years of continuous employment shall receive twenty-five (25) working days.

2. Vacation is earned on the employee's employment anniversary date. Vacation must be used between January 1 and December 31 of the year in which it is earned. Vacation may be taken at any mutually agreeable time. Seniority will be used whenever practicable where operational needs limit the number of employees who may be granted leave at one time. If the UFCW determines that an employee is unable to take a vacation due to a work assignment, such period will be extended to June 30 of the following year. Carryover vacation requests of 7 days or less will be considered. Any unused vacation beyond 7 days will be lost unless it is determined by UFCW that the employee is unable to take vacation due to work assignments. Approved carryover vacation must be used by June 30 of the following year.

3. Employees may take earned vacation in increments of one-half day or more.

4. Employees who reach a plateau year resulting in additional vacation may take their additional vacation any time after January 1, of that year, regardless of their anniversary date.

5. Employees who terminate employment shall receive earned/accrued but not taken vacation, paid out in their final paycheck. The vacation accrual, if applicable, shall be computed from their last anniversary date to the last day of employment.

6. If the UFCW agrees to increase vacation entitlement for any other International Union bargaining unit in the United States, it will increase vacation benefits for the employees covered by this Agreement effective January 1 of the year following such change.

Article 16. - Holidays

1. The UFCW recognizes the following as paid holidays for employees covered by this Agreement:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Last Working Day prior to Christmas Day
Christmas Day
Last Working Day prior to New Year's Day
Floating Holiday (Birthday)
Presidential Inauguration Day

2. The UFCW will recognize any other holiday which may hereafter be declared a general holiday by the President of the United States or by an Act of Congress of the United States, and if such holidays apply to the District of Columbia.

3. If a holiday falls on Saturday, it shall be observed on the preceding Friday, and in the event any of the above-named holidays fall on a Sunday, it shall be observed on the following Monday.

4. An exempt employee required to work on a Holiday shall be eligible for compensatory time off.

5. If Martin Luther King Jr.'s Birthday and Presidential Inauguration Day fall on the same day, employees will receive the next working day off.

Article 17. - Leaves of Absence

1. Except as otherwise provided for herein, leaves of absence may be granted by the UFCW for a period up to one year, with extensions beyond that period at the discretion of the UFCW.
2. Employees shall be provided leave with supplemental pay during periods of required jury duty and for service resulting from subpoena, as a witness when not the plaintiff nor defendant, by any court of competent jurisdiction. Supplemental pay from the UFCW shall be an amount which when combined with the pay received by the employee for such jury duty or subpoena shall equal the total regular salary which would have been received by the employee from the UFCW for the same period of time.
3. Any employee entitled to vote in a federal, state or municipal election shall be allowed up to two hours off with pay for such purpose at the beginning or end of the employee's scheduled work period. Such time off shall be considered as time worked. Employees exercising this provision are required to notify their immediate supervisor in advance.
4. Authorized leave shall not interrupt the seniority of employees.
5. All employees shall be provided leave for the purpose of arranging for and attending the funeral of a member of the employee's immediate family.
 - a. In the event of the death of the employee's spouse, domestic partner, child, parent, stepparent, legal guardian, stepchildren, sister or brother, stepsister or stepbrother, grandparents, grandchildren, the bereavement leave shall be confined to a maximum of five consecutive workdays.
 - b. In the event of the death of the employee's niece, nephew, daughter-in-law, son-in-law, sister-in-law or brother-in-law, mother-in-law, father-in-law, or the employee's dependents previously or currently eligible for coverage under the UFCW Health Insurance Program, the bereavement leave shall be confined to a maximum of three consecutive workdays.
 - c. Bereavement leave may, at the employee's request and with the concurrence of the UFCW, commence upon the date of death, the day immediately following the day of death, or may be centered around the date of the funeral.
 - d. Employees will be permitted to take up to one day off without pay for the purpose of attending a funeral of a person not identified above. Employees are expected to provide their supervisor with at least one day's notice of the need to be off. In addition, employees may use eligible personal or vacation time in this circumstance with advance notice and upon approval of their supervisor.
6. Employees who are in the National Guard or Military Reserve shall be provided up to maximum of two weeks leave annually with supplemental pay during periods of required active duty. Supplemental pay from the UFCW shall be an amount which, when combined with the pay received by the employee from such military duty, shall equal the total regular

salary which would have been received by the employee from the UFCW for the same period of time.

7. In the event an employee is elected or appointed to any office or position in the News Guild-CWA or Communications Workers of America or a local of the News Guild-CWA or Communications Workers of America, this shall be considered good and sufficient cause for a leave of absence.

a. Such leave shall be unpaid but without loss of seniority for a period of time not to exceed 12 months. Such leaves shall be limited to not more than three employees at any one time and no more than one employee from a department at any one time. The employee will advise the department director of their need for the leave at least two weeks in advance of his or her absence and the length of time of the leave.

8. The UFCW will provide the same FMLA rights extended to an employee's spouse, to an employee's domestic partner.

9. A Domestic Partner is an individual who is officially registered as such in their state of residence or in the District of Columbia or is an individual who is a member of a Domestic Partnership with an insured employee or has demonstrated that they fulfill such requirements. With the exception of Article 19, Domestic Partners enjoy the same rights as an employee's spouse under the contract, unless legally prohibited.

Article 18. - Sick Leave and Personal Leave

1. Exempt employees shall earn one day of sick leave for each month of compensated service per calendar year all of which can be used immediately within that calendar year. Employees are eligible to use their annual sick leave allotment at any time between January 1 and December 31 of each calendar year. Sick leave shall not be used in increments of less than 15-minutes. Exempt employees may also use up to five of the twelve sick days per calendar year for any personal reason not involving sickness. Except in an emergency, personal leave for exempt employees may be taken at any mutually agreeable time.

a. An exempt employee shall notify his/her immediate supervisor with as much advance notice as possible when he/she will be absent from work due to an illness, accident, disability, etc., that prevents him/her from performing his/her usual duties or responsibilities.

b. Exempt employees may receive two additional (2) leave days per calendar year for any personal reason not involving sickness which need not be consecutive and may be taken in increments of ½ day or more. Personal leave may be taken at any mutually agreeable time.

2. Nonexempt employees shall earn one day of sick leave for each month of compensated service. Upon ratification, new employees will be able to use one (1) sick leave day with pay during the first three months of employment.

a. A nonexempt employee shall be allowed to accrue up to but no more than 12 days of sick leave. However, no employee shall be permitted to take more than 12 days of ordinary sick leave per calendar year. Sick leave shall not be used in increments of less than fifteen (15) minutes. Exempt and non-exempt employees who have sick leave not taken by December 31 may cash out in total up to two days, which shall be paid by January 15 of the following year.

b. An exempt and nonexempt employee may use sick leave for dental and/or doctor's appointments, provided the employee gives his or her Supervisor or Department Head notice of such appointment at least two working days in advance thereof, except in case of emergency, in which event notice will be given as soon as possible. An exempt and nonexempt employee may also use sick leave in the event of illness of dependents residing with the employee which requires the employee to be absent from work.

c. Exempt and non-exempt employees may also use up to five days' sick leave per calendar year for any personal reason not involving sickness. Except in an emergency, personal leave for employees may be taken at any mutually agreeable time. Personal leave requests shall be made to the supervisor not later than by 12:00 noon of the working day prior to the requested time off.

d. Employees using the benefit described in Section (b) of this Article, other than for a scheduled dental and/or doctor's appointments, must notify their Supervisor or Department Head no later than the end of the first working hour of the day of their absence, unless circumstances over which they have no control prevent them from so doing, in which event notice must be given as soon as possible. Any employee failing to give the required notice shall not receive payment for that absence and/or may be subject to discipline.

e. In the event of an emergency exempt and nonexempt employees may take up to three days per year of leave without pay, if no other leave is available, provided the employee has proper documentation of the emergency. Such time must be taken in full day increments. Traffic delays are not considered emergencies.

f. Nonexempt employees who have been employed for at least one year with the Employer shall be permitted two (2) additional days of leave with pay per calendar year to care, during a serious health condition, for a sick parent, spouse, domestic partner, or child (or other relative residing with the employee) or other person for whom the employee is the primary care giver. This paid leave also may be used to care for an employee's child during the child's illnesses, emergency medical appointments, parent-teacher conferences, or unscheduled school closings. This leave need not be consecutive and may be taken in increments of ½ day or more. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the sick relative, person for whom the employee is the primary care giver, or domestic partner.

3. Certain bargaining unit employees' supervisors or department heads may be regularly out of the office on assignment. In these circumstances and for any bargaining unit employee hereby affected, the UFCW shall designate a supervisor whom the unit employee shall report to for attendance, future scheduling of time off, and for office coverage purposes. The UFCW will notify affected employees, and the Guild, in writing when such designations are made.

The employee shall report to the designated supervisor all absences; arrange work schedules and/or future time off requests. It is understood that such reporting shall be within the time limitations set forth in this Article.

For future scheduling of time off, the designated supervisor shall consult with the employee's supervisor or department head and communicate the final decision to the employee as soon as practicable.

The employee may address any work coverage concerns to the designated supervisor as they may arise.

4. The UFCW may request proof of illness in the form of a doctor's or dentist's certificate after three (3) consecutive days unless abuse is suspected.

5. Any employee using sick leave for a purpose other than that provided for herein shall be subject to disciplinary action.

6. An employee with at least one year of continuous employment with UFCW shall be eligible for up to ten weeks of paid parental leave, provided she or he also meets FMLA eligibility criteria and submits documentation of birth or adoption of a child to UFCW. Such paid FMLA leave shall begin upon the birth of the employee's child to care for the newborn child, or upon the date of placement with the employee of a new child for adoption, and must be taken within 120 calendar days following the event. The leave may be taken non-consecutively within the 120 days, but in no less than one day increments. After the ten weeks of parental leave the employee shall have the option of six additional months of unpaid leave.

Paid parental leave is limited to and shall be deducted from the employee's available Extended Sick Leave benefit and any FMLA benefit, therefore, an employee will not be entitled to more paid parental leave than their extended sick leave benefit would provide.

7. The UFCW will, upon request, grant employees a parental leave of absence, without pay, consistent with this Article, Section 6, but without loss of seniority. Such employees upon returning to work shall do so to the same position held at the time of taking parental leave at the same rate of pay received at the time of taking such leave, plus any increases given to the employee's classification during the period of the parental leave of absence. Upon such return from parental leave of absence, the employee filling the temporary vacancy occasioned by the parental leave of absence shall be returned to their former classification at the rate of pay received as of the time of the temporary transfer, plus any increases given to their former classification while filling the said temporary parental leave vacancy.

Extended Sick Leave

1. In the event the employee is required to be off the job for more than five consecutive workdays due to illness or accidental injury and provided the need for such absence is certified by the individual's attending physician, the employee will continue to receive his or her full salary effective with the first workday that the employee is required to be off the job due to illness or accidental injury according to the schedule below.

2. The UFCW may require verification of the individual's physician's certification by its appointed physician. Verification may include an in person clinical evaluation of the employee by an independent specialist selected by the UFCW, the cost of which will be borne by the UFCW. If there is a disagreement between the individual's physician and the UFCW's physician, either party may request that the matter be referred to the UFCW's health insurance carrier's physician reviewer for final review and determination.

<u>Period of Employment</u>	<u>Benefit Period</u>
6 months to 1 year	4 weeks
1 to 3 years	8 weeks
3 years to 5 years	12 weeks
5 years to 10 years	Not less than 16 weeks nor more than 2 years, as determined by the International President
10 years or more	Not less than 26 weeks nor more than 2 years, as determined by the International President

3. Such benefits will be less other income benefits; for example, social security disability benefits, UFCW disability benefits, Worker's Compensation. Such ESL benefits will be discontinued if the UFCW Executive Committee has approved the UFCW pension disability benefit. After 26 weeks, if continued, such ESL benefits will be 60% of the employee's salary. Extended sick leaves occurring within a 12-month period will be aggregated for purposes of determining the benefit period. Benefit periods will be determined at the time the extended sick leave begins.

Article 19. - Pension and Health and Welfare

The retirement plan covering eligible officers and employees of the UFCW and its chartered bodies shall continue to be applicable to the employees covered by this collective bargaining agreement. The retirement plan shall be controlled by the UFCW Constitution and any changes in the retirement plan shall be made in accordance with the UFCW Constitution. Nothing in this collective bargaining agreement shall prevent the UFCW from making changes in the retirement plan.

The health and welfare and life insurance benefits uniformly provided to employees of the UFCW shall be applicable to the employees covered by this collective bargaining agreement. During the term of this collective bargaining agreement, the UFCW shall have the right to make changes in the present health and welfare and life insurance benefits so long as such changes apply uniformly to all employees of the UFCW.

The UFCW Savings and Retirement Account Plan covering eligible employees of the International Union shall continue to be applicable according to its terms to the employees covered by this collective bargaining agreement. During the term of this Agreement, the UFCW shall have the right to amend or terminate the UFCW Savings and Retirement Account Plan.

The Guild may recommend to the Director of the UFCW Benefits Office, socially responsible investment options for the Savings and Retirement Plan.

If the benefits under defined contribution plans increase for another bargaining unit of the UFCW in the United States, the increase shall also apply to employees represented by the Guild.

The UFCW will promptly notify the Guild on modifications or amendments to any of the above plans.

Article 20. - Maintenance of Benefits

1. The signing of this Agreement shall not act in any manner to reduce or abrogate any vacation benefits existing prior to the signing of this Agreement. All other existing past practices in a labor relations sense not altered or removed by this Agreement shall remain in effect.
2. The UFCW shall continue its past practice of giving holiday bonuses.
3. The UFCW shall continue the Health Care and Dependent Care Reimbursement Account plans.

Article 21. - Part Time and Temporary Employees

1. The UFCW will notify the Guild upon beginning recruitment, where practicable, when recruiting for temporary or part-time employees (including a person employed through temporary employment services) and within one week of hiring temporary or part-time employees to perform work normally performed within the Guild's bargaining unit. Such persons may be utilized for a period of up to six months, or for a longer period by agreement with the Guild. The UFCW will notify the Guild upon the job becoming permanent, including the placement of the job on the wage structure.

2. It is understood that persons who perform work for the UFCW, as described in this Article, are not covered by this Agreement.

3. The UFCW will not use a person who performs temporary or project work to displace a regular full-time employee.

4. The UFCW will continue its established intern programs of using college students during summer or other school breaks, or as otherwise mutually agreed with the Guild. The UFCW will supply the Guild with a list of all interns at the beginning of their service. If an intern is hired into another position with the UFCW, time served in the internship program will count toward tenure as a temporary worker.

5. Annually the Guild may request a list of consultants who are currently performing work for the UFCW, including scope of work and duration.

Article 22. - Miscellaneous

1. Notices - The UFCW agrees to provide bulletin boards in the break rooms on each floor where Guild-represented employees work and one in the Harmarville office. Guild agrees that no posting will disparage any person by name. The UFCW may approach the Guild if it believes there is a dispute with the factual accuracy with a posting. The Guild may take such factual disputes in consideration. The UFCW agrees to permit the Guild to use the UFCW electronic mail for official Guild meeting notices.

2. Outside Activities - Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not conflict with the UFCW. No employee shall solicit outside work during working hours nor shall the employee seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of the UFCW.

3. The UFCW agrees to maintain the Employee Assistance Program established through the United Healthcare.

4. A joint labor-management committee is established. The committee shall have two (2) representatives chosen by the UFCW and two (2) representatives selected by the Guild. The UFCW and the Guild may mutually agree to additional representatives to serve on the committee. The committee will meet quarterly or by mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern to the UFCW and the Guild, as well as the employees the latter represents. The labor-management committee further will be used to facilitate attaining the goals of the UFCW and enable employees to be more effective and productive in accomplishing the UFCW's mission. The committee may take up non-grievance issues that affect the relations of an employee and the UFCW, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement. Upon the request of either party the committee will review testing procedures to assure that there is a rational relationship between a test and the minimum skills required for the job. The Guild agrees to make committee appointments which reasonably assure confidentiality.

a. The UFCW and the Guild agree it is in their mutual interest to share information regarding the health and welfare and pension plans. Therefore, the Joint Labor Management Committee will meet at the request of either party to review health plan utilization and benefit concerns, and pension plan issues as soon as practical.

b. The Joint Labor-Management Committee shall make as a standing agenda item potential cost savings opportunities and operational efficiencies.

c. The UFCW and the Guild agrees that a Guild representative of the Joint Labor-Management Committee shall be selected by the Guild to sit on the Expense Management System advisory committee to receive information and provide input into the implementation and on-going efficiency of UFCW's Expense Management System.

5. The UFCW shall pay the membership dues or association fees for an employee for whom the employee's supervisor recommends, with approval of the President's Office, to have such membership or belong to such association in order to perform assigned UFCW work. This provision excludes payments required under Article 3 (Union Security).

6. Employees, with their supervisor's consent, may make reasonable personal use of office equipment, including computers. Employees may use external e-mail accounts and social networking sites, provided the use does not interfere with the employee's performance of his or her job duties or compromise in any way the UFCW computer system. Refer to the Electronic Communications and Computer System Policy in your Staff Guide for the full policy.

Any organizational property, including workspace, equipment, and computers used in the course of the employee's job duties are the exclusive property of the UFCW. UFCW reserves the right to access files, computers, records, documents, or other items owned by the UFCW.

7. Subject to work needs and availability of space, Guild meetings may be held and attended during business hours on the UFCW's premises, provided such meetings are reasonable in frequency and duration and are held at lunchtime. The Guild will give the UFCW reasonable notice of such meetings.

8. The UFCW will consult with the Guild in developing an orientation program for new employees.

9. During the term hereof, the Guild agrees that there shall be no strike or any other interference with or interruption of the UFCW's operations by the Guild or its members. Such activity will be considered in violation of this agreement. The UFCW agrees that there shall be no lockout.

It shall not be a violation of this Agreement and it shall not be grounds for discharge or discipline for any employee covered by this Collective Bargaining Agreement to refuse to cross or work behind any legal primary picket line established against the UFCW by any of its employees.

10. At the conclusion of the UFCW new employee orientation a Guild representative will be invited to provide a 30 minutes Guild orientation.

11. The Guild will supply a list of its current officers to the UFCW and will promptly advise of any changes.

12. The UFCW shall provide employees a one-time accessory reimbursement of \$50 for purchases related to work equipment.

Article 23. - Classifications and Salary Schedule

1. The minimum salaries for the classifications under this Agreement are set forth in Appendix C and are relevant to Sections 3, and 4, of this Article. Classifications under this Agreement are set forth in Appendix A.

2. All current employees will receive 2% salary increase on their established anniversary date in the pay grade in all years of this Agreement (2020, 2021, 2022 and 2023), except for the period between May 15, 2021, through date of ratification where no retroactive increase will be provided. For example, if a current employee's established date in the pay grade is April 10, the next salary increase will apply on April 10, 2020, and then again on April 10, 2021, and then again on April 10, 2022, and then again on April 10, 2023, excluding the period of time referenced above.

3. Any employee coming into the bargaining unit January 7, 2020, shall be placed on the pay schedule as determined by the UFCW. Thereafter, their salary shall advance as outlined in Section 2 of this Article.

4. An employee in the Guild bargaining unit who is promoted into a higher pay grade will begin in the new pay grade at the next higher step with a minimum 5% increase closest to their current salary, effective on the date of promotion. Thereafter, their salary shall advance as outlined in Section 2 of this Article.

5. Lead Secretary positions have additional responsibilities within their department, including coordinating workflow, orientation, and training. The UFCW may designate additional Lead Secretary positions or remove them. The UFCW will notify the Guild in writing whenever additional Secretary Grade 2 classifications are designated as Lead Secretary. Employees in Lead Secretary positions shall receive a base pay increase to the employee's current rate of pay of \$1,770 in year one, \$1,788 in year two, \$1,806 in year three and \$1,824 in year four annually.

6. The UFCW will designate a Secretary Grade 2 bargaining unit employee as a Key Secretary when she or he has support responsibilities for five or more professional staff and/or managers, with no additional support. Employees in Key Secretary positions shall receive a base pay increase to the employee's current rate of pay of \$1,770 in year one, \$1,788 in year two, \$1,806 in year three and \$1,824 in year four annually.

The UFCW will designate Key Secretary positions based solely on additional responsibilities. The UFCW will notify the Guild in writing of designations to Key Secretary positions.

7. The following applies to all nonexempt employees: Beginning with the first full pay period following an employee's tenth (10th) anniversary, employees with ten (10) or more consecutive years of service will receive a longevity wage increase of \$17.00 per week. Employees with fifteen (15) or more consecutive years of service will receive an additional longevity wage increase of \$12.00 per week. Such longevity pay shall be in addition to the employee's rate of pay in the salary schedule set forth in Appendix C. Such longevity increase shall be included in all wage calculations.

An exempt employee with 10 or more years of service shall in the pay period which includes their tenth (10th) anniversary date, receive a one-time lump sum bonus in the amount of 1% of their annual salary as of that date.

8. Salaries shall be paid bi-weekly.

9. Claims regarding inaccurate job descriptions shall be resolved as set forth below:

a. The employee shall meet with her or his immediate supervisor to discuss the matter. The employee may choose to be represented by the Guild during such discussion.

b. If not resolved in the preceding step, the employee and a Guild representative shall meet and take up the matter with the UFCW's Human Resources Director or designee.

c. If the issue remains unresolved, a Guild staff representative shall meet and take up the matter with the UFCW's Human Resources Director or designee.

If the preceding steps do not satisfactorily resolve the matter, it may be grieved and arbitrated under Article 12 (Grievance and Arbitration Procedure) of this Agreement.

10. Temporary Promotions: If a temporary vacancy in the Guild bargaining unit occurs for any reason, and a nonexempt bargaining unit employee in a lower job classification is assigned to perform the substantial majority of the duties required of the higher classification for 8 consecutive workdays or more, the UFCW agrees to temporarily promote the person assigned to perform the higher job classification until the temporary vacancy ends. Such salary increases for the bargaining unit employee assigned to fill the vacancy shall be made according to Article 23, Section 4, but the increase shall be at least \$100 per week upon ratification.

If a temporary vacancy in the Guild bargaining unit occurs for any reason, and a bargaining unit employee in a lower job classification is assigned to perform the substantial majority of the duties required of the higher classification for 12 consecutive workdays or more, the UFCW agrees to temporarily promote the person assigned to perform the higher job classification until the temporary vacancy ends. Such salary increases for the bargaining unit employee assigned to fill the vacancy shall be made according to Article 23, Section 4, but the increase shall be at least \$100 per week upon ratification.

Where the vacancy is a non-unit position, and a Guild bargaining unit employee in a lower job classification is assigned to perform the substantial majority of the duties required of the higher position for 12 consecutive workdays or more, the bargaining unit employee assigned to fill the vacancy shall be paid 15% above the bargaining unit employee's current salary.

a. If the above condition is met, the UFCW shall notify the affected bargaining unit employee and the Guild of the temporary promotion and the effective date. The job description for the assigned higher position shall be provided by the department director to the assigned employee at the same time, attesting to an employee's potential eligibility for temporary promotion pay.

b. An employee shall be paid for the eligible period in the pay period following the final consecutive workday (provided the above conditions are met as set forth above) of the temporary promotion assignment, and thereafter, until the assignment ends. If the employee has met the eligibility period, pay shall be made retroactive to the first workday of their temporary promotion. A mutually agreed upon form shall be used to submit the payment request.

c. When a temporary vacancy ends, the bargaining unit employee who was temporarily promoted shall be notified contemporaneously with the Guild. The bargaining unit employee shall be returned to their previous position and former rate of pay. However, nothing in this Agreement shall require the UFCW to fill temporary vacancies by assignment of a Guild bargaining unit employee, subject to Article 21.

d. While temporarily promoted, an employee is not eligible for temporary promotion pay on the days that employee is on paid or unpaid leave.

Article 24. - Severability

Nothing contained in this Agreement is intended to violate any Federal or State Law or rules and regulations made pursuant thereto. If any part of said Agreement is in violation, then only that part will be null and void, and the parties agree that they will bargain to address said void part with a valid provision. The parties agree that there will be no strike or lockout with respect to disputes over any invalidated provision as a result of any changes to the law.

Article 25. - Duration and Renewal

During negotiations, both parties to this Agreement had the opportunity to present, amend, modify, agree and reject proposals to arrive at this final Agreement. This Agreement constitutes the full, complete and final Collective Bargaining Agreement for its term.

This Agreement shall become effective January 7, 2020 and shall remain in effect until January 6, 2024. Within ninety days prior to the expiration date of this Agreement, the UFCW or the Guild may notify the other party that they wish to initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations. At any time 30 days after expiration, either party may give the other party written notice terminating the contract, 30 days or more days after the date of the notice.

Agreed upon and signed this _____ day of November 2021.

Washington-Baltimore
News Guild, Local 32035

United Food and Commercial
Workers International Union

Anthony M. Perrone
International President

Date

Date

APPENDIX A

Classifications

Listed by Category in Alphabetical Order

Professional Grade 0

Assistant Director and Actuary, Negotiated Benefits Department
Associate Director, Negotiated Benefits Department
Associate Research Director, Strategic Resources Department
Chief Lobbyist, Legislative and Political Action Department

Professional Grade 1

Assistant Director, Information Technology Department
Assistant Director, Occupational Safety and Health Office
Field Training Coordinator, Organizing Department

Professional Grade 2

Assistant to the Director, Communications Department
Industrial Engineer, Food Processing, Packing and Manufacturing Division
Media Designer, Communications Department
Legislative Representative, Legislative and Political Action Department
Non-Supervising Senior Accountant, Accounting Department
Political Representative, Legislative and Political Action Department
Senior Systems Analyst, Strategic Resources Office
Senior Research Associate, Strategic Resources Office
Systems Integrations Specialist, Information Technology Department

Professional Grade 3

Account Manager, Benefits Office
Assistant Manager, UFCW Travel
Audit Analyst, Auditing Department
Contract Systems Analyst, Strategic Resources Department
Grassroots Coordinator, Legislative and Political Action Department
Information Management Specialist, Strategic Resources Office
Network Support Administrator II, Information Technology Department
Political Action Account Coordinator, Legislative and Political Action Department
Research Associate, Strategic Resources Office
Research/Communications Specialist, Organizing Department
Senior Communications Specialist, Communications Department
Senior Programmer Analyst, Information Technology Department
Senior Travel Assistant, UFCW Travel

Professional Grade 4

Account Coordinator, Accounting Department
Account Coordinator, Benefits Office
Administrative Support Specialist, Secretary-Treasurer's Office
Applications/Database Coordinator, Strategic Resources Department
Bilingual Communications Specialist, Communications Department
Building Operations Specialist, Operational Support and Services Office
Communications Specialist, Communications Department
Database Support Coordinator, Strategic Resources Department

Network Support Administrator I, Information Technology Department
Online Coordinator, Organizing Department
Production Services Coordinator, Information Technology Department
Programmer Analyst, Information Technology Department
Records Manager, Operational Support and Services Office
Research Assistant, Strategic Resources Department
Staff Accountant, Accounting Department
Telecommunications Specialist, Operational Support and Services Office
Travel Assistant, UFCW Travel

Professional Grade 5

Campaign Coordinator, Organizing Department
Campaign Assistant, Organizing Department
Documentation Specialist, Legal Department

Secretary Grade 1

Administrative Secretary, Civil Rights and Community Action Department
Administrative Secretary, Food Processing, Manufacturing, Packing Division
Administrative Secretary, Collective Bargaining
Administrative Secretary, Organizing Department
Administrative Secretary, Retail Stores Division
Administrative Secretary, Accounting Department
Administrative Secretary, Communications Department
Administrative Secretary, Negotiated Benefits Department
Administrative Secretary, Strategic Resources Department

Secretary Grade 2

Administrative Floater, Organizing/Collective Bargaining Office Secretary,
Auditing Department
Secretary, Benefits Office
Secretary, Information Technology Department
Secretary, Legislative and Political Action Department
Secretary, Occupational Safety and Health Office
Secretary, Operational Support and Services Office

APPENDIX B

United Food and Commercial Workers International Union

Excluded Classifications

Title	Department
International President	President's Office
International Secretary-Treasurer	Secretary-Treasurer's Office
Executive Vice President	Organizing Department
Executive Vice President	Collective Bargaining Department
International Vice President/Department Director	Food Processing, Packing & Manufacturing Division
International Vice President/Department Director	Legislative and Political Action Department
Int'l Vice President/Executive Assistant t/t Pres.	President's Office
Int'l Vice President/Spec. Asst. t/t Dir. of CB	Collective Bargaining Department
Int'l Vice President/National Field Director	Organizing Department
International Vice President/Retail Food Director	Collective Bargaining Department
Director of Network Services	Harmarville-Information Technology Department
Campaign Director	Organizing Department - Basha's Campaign
Structured Campaigns Director	Organizing Department
Field Director	Organizing Department - Smithfield Campaign
Deputy Campaign Director	Organizing Department - Wake Up Wal-Mart
Director of Finance	Secretary-Treasurer's Office
Special Assistant to the Director	Food Processing, Packing & Manufacturing Division
Field Assistant to the Director of Org.	Organizing Department
Administrative Supervisor	Legislative and Political Action Department
Special Assistant to the Director of Organizing	Organizing Department
Field Assistant/Comm. Action Coord.	Civil Rights and Community Action Department
Poultry Coordinator	Food Processing, Packing & Manufacturing Division
Special Assistant for Multiemployer Funds	Collective Bargaining Department
Administrative Assistant to the President	President's Office
Special Assistant to the President	President's Office
Assistant to the President	President's Office
Assistant and Special Counsel to the President	President's Office
Field Assistant	Organizing Department
Spec. Asst. t/t Dir. of Org./Admin Asst. t/t Pres.	President's Office
Administrative Assistant to the S-T	Auditing Department
Comptroller	Accounting Department
Senior Accountant	Accounting Department
Administrative Coordinator	Organizing/Collective Bargaining Office
General Counsel	Legal Department
Associate General Counsel	Legal Department
Assistant General Counsel	Legal Department
Associate Director	Legislative and Political Action Department
Associate Director	Human Resources Office
Associate Director	Civil Rights and Community Action Department
Department Director	Strategic Resources Department
Department Director	Membership Processing Department
Department Director	Negotiated Benefits Department
Department Director	Information Technology Department
Department Director	Civil Rights and Community Action Department
Department Director	Communications Department
Department Director	Retail Stores Division
Department Director	Global Strategies Department
Office Director	Capital Stewardship Office
Office Director	Operational Support and Services Office
Office Director	Occupational Safety and Health Office
Office Director	UFCW Benefits Office
Office Director	Industrial Engineering
Manager	UFCW Travel

APPENDIX C

Appendix C – Wages and Classification Scale

Professional, Technical and Administrative Support Staff

Grade 0		Grade 1	
<u>Step</u>	<u>1/7/20</u>	<u>Step</u>	<u>1/7/20</u>
1	\$94,818	1	\$73,393
2	\$96,232	2	\$74,488
3	\$97,669	3	\$75,600
4	\$99,120	4	\$76,722
5	\$100,592	5	\$77,863
6	\$103,108	6	\$78,633
7	\$105,001	7	\$79,802
8	\$106,892	8	\$81,649
9	\$109,832	9	\$83,503
		10	\$85,360
		11	\$87,707

Grade 2		Grade 3	
<u>Step</u>	<u>1/7/20</u>	<u>Step</u>	<u>1/7/20</u>
1	\$62,166	1	\$54,992
2	\$63,094	2	\$55,812
3	\$64,035	3	\$56,645
4	\$64,988	4	\$57,488
5	\$65,952	5	\$58,341
6	\$66,931	6	\$59,208
7	\$68,714	7	\$60,963
8	\$70,515	8	\$62,745
9	\$72,331	9	\$64,546
10	\$74,160	10	\$66,372
11	\$76,199	11	\$68,222
		12	\$70,098

Grade 4		Grade 5	
<u>Step</u>	<u>1/7/20</u>	<u>Step</u>	<u>1/7/20</u>
1	\$46,755	1	\$39,453
2	\$47,453	2	\$40,042
3	\$48,161	3	\$40,639
4	\$48,877	4	\$41,655
5	\$49,602	5	\$42,696
6	\$50,099	6	\$43,764
7	\$50,843	7	\$45,373
8	\$52,526	8	\$47,019
9	\$54,245	9	\$48,312
10	\$55,995		
11	\$57,774		
12	\$59,585		
13	\$61,224		

Secretary-Grade 1		Secretary-Grade 2	
<u>Step</u>	<u>1/7/20</u>	<u>Step</u>	<u>1/7/20</u>
1	\$49,613	1	\$43,037
2	\$50,354	2	\$43,680
3	\$51,107	3	\$44,333
4	\$51,864	4	\$44,990
5	\$52,635	5	\$45,658
6	\$53,417	6	\$46,337
7	\$54,592	7	\$47,424
8	\$56,092	8	\$48,728

APPENDIX D

Assignment and Authorization

To Deduct Guild Membership Dues

To: The United Food and Commercial Workers International Union (UFCW).

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

This 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 UFCW and the Treasurer of the Washington-Baltimore Newspaper Guild by registered mail, the month in which such written notice was received by the UFCW.

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 Name

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

APPENDIX E



Guild Professional/Technical Staff Request to Telecommute

Name: _____

Department: _____

Signature: _____

Date: _____

In accordance with the Article 10, Section 7, specific conditions must be met to be approved for telecommuting. Exempt employees assigned to the Communications Department, Strategic Resources Department, Organizing Department, Capital Stewardship Office, Negotiated Benefits Department, Legislative and Political Action Department, Information Technology Department (Programmers only), National Bargaining Department, Occupational Safety and Health Office, Food Processing, Packing and Manufacturing Division, and Operational Support and Services may telecommute up to 12 days per year on days mutually agreed upon by the employee and their director.

Please initial each condition listed below, to confirm that you meet all the requirements:

_____ The term telecommuting refers to the arrangement under this Article whereby the employee performs the duties and responsibilities of the employee's position, and other authorized activities, from a location other than their office.

_____ Telecommuting is based upon the employee's work assignments and operational needs.

_____ To be eligible the employee must already have the necessary equipment and the resources available to them.

_____ Employees who are telecommuting are expected to maintain regular work hours and availability.

_____ Request for telecommuting must be provided to the director no later than 2 business days prior to the date telecommuting is being requested.

Below, please list the telecommuting dates you are requesting and what tasks you are assigned.

Date

Assignment

_____	_____
_____	_____
_____	_____

Department Use Only

Director/Supervisor Signature: _____

Date: _____

By signing above, you agree that the employee meets the conditions above and all telecommuting time will be reported on the weekly attendance.

Please forward this form to the Human Resources Office with your weekly attendance reports.

REVISED HR7102017

LETTERS OF UNDERSTANDING

Letter of Understanding #1

Upon ratification of this Agreement, an employee who has completed their probationary period shall be eligible once during this contract period for a one-time payment up to \$2,675 (based on the student loan balance). In order for payment to be issued, the employee must document an outstanding student loan balance resulting from obtaining a degree that was relevant in the decision to award the position to them at UFCW.

Letter of Understanding - #2

In accordance with Article 11 of this Agreement, UFCW and the Guild agree that the following will apply to Harmarville employees:

- The UFCW will agree to reimburse Harmarville based employees up to \$240 per year for the cost of Weight Watchers membership enrollment or similar wellness or exercise programs, including, new gym/health club memberships. This reimbursement will be on the same basis as Guild unit employees based at headquarters.

The employee must submit an original valid receipt before such reimbursement can occur.

Letter of Understanding - #3

The UFCW agrees to maintain the following:

- If an employee who is not in the transportation program, makes a documented request and does not receive a parking space in the UFCW headquarters parking garage for the next day, the UFCW will reimburse the employee 100% of the cost the employee incurred by parking in a public garage for the next day, following submission of original valid receipts. Payments/reimbursements shall be made from the petty cash fund.
- If an employee who is not in the transportation program makes a documented request and receives a parking space for the next day, but is asked the next day to move out of the garage because the space is no longer available, the UFCW will reimburse the employee for 100% of the cost incurred by parking in a public garage for that day, following submission of original valid receipts. Payments/reimbursements shall be made from the petty cash fund.

Letter of Understanding - #4

The UFCW will continue its practice of using all service with Vector Group, Inc. to calculate vacations under Article 14, Section 1.

Letter of Understanding - #5

The parties agree in this side letter that in the event that the Employer Contribution Calculation (ECC) policy is changed such that overall salary reported to the Pension Plan is permitted to rise in a coming year more than 4% on average when comparing the current calendar year to the preceding calendar year without incurring an additional Employer Contribution, the parties will re-open negotiations within 30 days of the notice of such a change to bargain over the effects of that change.

Letter of Understanding - #6

The UFCW and the Guild will jointly select a financial advisor who specializes in retirement planning. The UFCW will arrange for that advisor to spend ½ day at the UFCW and a ½ day in Harmarville briefing and advising staff on retirement and financial planning options and answering questions that staff may have. The ½ day will not be charged to the employee and expenses associated with the session will be borne by UFCW. Half-day sessions will be scheduled annually at a mutual agreed upon date and time to ensure that all unit employees have the opportunity to attend one session.

Letter of Understanding - # 7

A career development discussion may occur once a year at the employees request with their director. Career development discussions will not be used for discipline purposes.

Letter of Understanding - #8

Paid Leave

D.C. enacted the DC Universal Paid Leave Amendment Act of 2016 levying an employer payroll tax on UFCW effective 7/1/2019 and providing a centralized fund for paid family leave benefits payable to eligible UFCW employees effective 7/1/2020.

Regulations implementing the D.C. paid leave law have not yet been issued. As such, it is not possible to fully determine coordination of this centralized fund benefit payable to UFCW employees with UFCW paid leave and potential tax consequences for employees.

There is also the potential for the enactment of additional federal, state and local leave laws that may offer or provide for benefits to employees covered by this Agreement.

Due to the rapidly changing nature of paid leave laws and required coordination with UFCW's paid leave and the absence of regulations implementing the D.C. paid leave law, the parties agree to the following:

1. UFCW will require employees to apply for the D.C. paid leave benefits or other centralized fund benefit.
2. All UFCW benefits will coordinate and run concurrent with the DC paid leave benefits and or other centralized fund benefit and in no event shall any employee receive duplicate benefits i.e. receive a monetary payment in excess of 100% of their salary in combination.
3. Upon finalization of the D.C. paid leave law regulations, the parties shall meet and bargain over the coordination of D.C.'s new leave benefits with UFCW's leave benefits.
4. For any other provisions of the DC paid leave law not referred to in this contract, please refer to the DC paid leave law which a copy can be provided through the Human Resources Office.

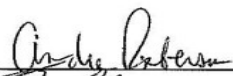
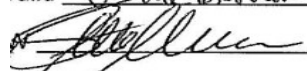
MEMORANDUM OF AGREEMENT – Research Assistant Staff Development Program

Memorandum of Agreement Research Assistant Staff Development Program

The Washington-Baltimore Newspaper Guild ("Guild") and the United Food and Commercial Workers International Union ("UFCW") enter into this Memorandum of Agreement for purposes of addressing a staff development program for Research Assistants in the Strategic Resources Department. The Guild recognizes that UFCW needs to expand its capacity to support large-scale campaigns on a greater scale. At this time, the marketplace does not meet the organization's demand for an increased number of highly skilled staff who can develop high level research strategies on major campaigns. Therefore, the parties agree to the following:

1. Current employees on the payroll as of June 15, 2007, in the classification of Research Assistant, will be considered probationary to the extent provided for under the current collective bargaining agreement. Such employee may be promoted to Research Associate upon the evaluation and recommendation of the Director of Strategic Resources when, in the Director's evaluation, the employee has acquired the requisite skills and qualifications for the higher position. The Director will have a discussion with the employee at 12 months from their hire date to advise the employee of his/her progress to date.
2. Retroactive to June 15, 2007, the position of Research Assistant will be reclassified from pay grade P-5 to pay grade P-4, and salaries will be adjusted pursuant to Article 22, Section 5 of the current collective bargaining agreement.
3. All employees hired/transferred/promoted into the Research Assistant position after June 15, 2007, will be automatically enrolled in the Staff Development Program. The probationary period for an employee hired/transferred/promoted as a Research Assistant after June 15, 2007, will be one year. The probationary period may be less than one year if UFCW in its sole discretion determines that the employee has completed his/her development plan prior to the year anniversary.
 - a. UFCW will provide the employee with a range of assignments and training to support their advancement to a Research Associate position. The employee will be expected to have acquired and demonstrated competency in the required core skills of an entry level Research Associate within one year from their hire/transfer/promotion to Research Assistant, during which time they will be in a probationary status. During the probationary period the progress of the employee will be evaluated by UFCW and communicated to the employee in writing.
 - b. Performance evaluations for Research Assistants hired/transferred/promoted after June 15, 2007, will occur at six months and 12 month intervals during the probationary period.
 - c. An employee successfully completing the Staff Development Program will advance to the Research Associate job classification and its respective pay grade upon certification in the Program, as verified by the UFCW, at which time his/her pay will be increased pursuant to Article 22, Section 5, of the current collective bargaining agreement.
 - d. An employee enrolled in the Program who has at least 8 months of employment with UFCW as a Research Assistant and has not successfully completed the Staff Development Program within the one year probationary period may be released from employment, as determined by the UFCW. In this event, UFCW shall provide 4 weeks notice or 4 weeks severance pay to the affected employee.

It is understood and agreed that this Memorandum of Agreement will renew without modification into the next term of the collective bargaining agreement between the parties.

Guild  Date: 6/26/07
 Date: 6/26/07