

**Contract Between Metropolitan Washington  
Council, AFL-CIO And Washington Baltimore  
Newspaper Guild**

(January 1, 2023, through June 30, 2025)

**AGREEMENT**

This agreement is effective on the 1st day of January 2023 between the Metropolitan Washington Council, AFL-CIO and the Washington-Baltimore Newspaper Guild Local 32035 of The Newspaper Guild- Communications Workers of America. The parties are hereinafter referred to as the MWC and the Guild.

In entering into this agreement, the parties express a shared belief in and commitment to the labor movement and the intent to advance the cause of workers represented by the MWC and the Guild.

The MWC and the Guild agree 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 MWC with respect and dignity.

**1. RECOGNITION/UNION SECURITY**

The MWC recognizes the Guild as the exclusive bargaining agent for all employees employed at the office of the Employer, excluding supervisors, managerial and confidential employees, as defined by the National Labor Relations Act.

In addition, all employees coming under this Agreement shall become members in good standing of the Guild within thirty (30) days of initial employment and shall remain members in good standing for the term of this Agreement.

Employees' Guild dues shall be checked off bi-monthly and sent to the place designated by the Guild. However, an employee who chooses not to sign a dues check-off authorization is required to pay his or her dues directly to the Guild on a monthly basis.

The Employer shall recognize the importance of seniority pertaining to all aspects of this Agreement.

**2. JOB SECURITY, EMPLOYMENT, DISCIPLINE AND DISCHARGE**

1. The Employer maintains all traditional rights not limited by this Agreement.
2. The Employer reserves the right to employ as the conduct of its business requires, and further reserves the right to make final determination of the qualifications of any applicant for employment prior to such employment or during the probationary period for new employees. The Employer shall have unlimited right to discharge a new employee who has not completed the probationary period.
3. MWC shall use progressive discipline. Employees with more than six (6) months of service shall not be subject to discipline or discharge except for just cause. The steps of progressive discipline shall assist the employee with performance and/or behavioral improvement where appropriate. Performance Improvement Plans with regular check-ins may be instituted for any employee given a final warning, or at prior steps if warranted.
4. MWC shall maintain one official personnel file for each employee, which will contain disciplinary notices and evaluations. Disciplinary Notices for disciplinary actions less severe than a suspension shall be deactivated and not considered for purposes of progressive discipline twelve (12) months after date of issue.
5. MWC shall honor an employee's rights under Weingarten. The employer shall advise an employee of such rights prior to questioning as part of a formal investigation.
6. Two (2) weeks' notice or two (2) weeks' pay in lieu of notice shall be given by the Employer in terminating the employment of a permanent employee who has completed his/her probationary period. An employee guilty of gross misconduct may be terminated without notice and without pay in lieu of notice.

### 3. HOURS AND COMPENSATION TIME

1. The regular workweek shall consist of forty hours worked during five (5) days of eight (8) hours inclusive of one (1) hour of lunchtime for all employees. The regular working day shall be from 9am-5pm. Flexible work schedules may be approved by the President.-Such employee requests will not be denied unreasonably. Supervisors will meet with employees whose assignments occasionally require them to work more than 40 hours in a week to schedule compensatory leave. Compensatory time requests will not be unreasonably denied.
2. The office closure between Christmas and New Year's is considered compensatory time in recognition of the irregular and lengthy hours that may be required from time to time.
3. The MWC will provide each employee with a monthly report of all leave accruals.

4. MWC and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements—including, but not limited to, telecommuting and flex hours—either on a regular or ad hoc basis. Requests for such schedules or arrangements shall be granted where they are reasonable and practical and where they will not adversely affect operational needs. Alternative work arrangements may be discontinued, with at least fourteen (14) days' notice, due to unforeseen circumstances or problems that make the plan unworkable but shall not be discontinued unreasonably.

## 4. COMPENSATION

### 1. Minimum Salaries

- a. Employees will be paid an annual salary on a bi-monthly basis as prescribed below. No employee shall suffer a loss or reduction in any compensation that was in effect immediately prior to the effective date of this Agreement.
- b. All employees hired on or after January 1, 2023 shall be paid no less than the following minimum salaries:

Position	Salary
Administrative Assistant	50,000
Office/Finance Manager	70,000
Communication Director	70,000
Political/Legislative Director	80,000
CAP Attorney	94,000
Program Director for CAP	111,000

- c. The minimum salaries shall be adjusted annually by the same percentages salaries are increased in Section 2.
- d. Starting salaries for any other newly created unit position shall be the subject of negotiation between the MWC and the Guild.

### 2. Salary Increases

- a. All bargaining unit employees on the payroll as of Jan. 1, 2023, or hired before October 31, 2023, shall receive a 4% increase.
- b. All bargaining unit employees on the payroll as of Jan. 1, 2024, shall receive a 4% increase.
- c. All bargaining unit employees on the payroll as of Jan. 1, 2025, shall receive a 4% increase.

d. New employees shall receive a 4% increase after their 90-day probationary period.

### 3. Wage Reopener

Either party, by a notice in writing no sooner than September 1, each year and no later than October 30, may reopen Article 4 Compensation, Section 2 Salary Increases, only. The parties must meet promptly to engage in good faith negotiations regarding such reopener must be concluded no later than December 15, each year. Any changes agreed to by the parties during the reopener shall become effective as of January 1 of the next year. During any "opener" contemplated under this provision, only Article 4. Compensation, Section 2 Salary Increases shall be open and all other provisions shall remain in full force and effect.

## 5. SICK LEAVE

Sick leave shall be credited on the basis of eight (8) hours (one (1) day per month) of employment. Sick leave may be carried over year to year with a cap of 960 hours (120 days). Sick leave may be used for the care of immediate family including spouse, domestic partner as defined elsewhere in this agreement, and children living with the employee. The Employer may require presentation of a licensed medical care provider certificate of illness for sickness lasting more than three (3) days.

## 6. VACATION

1. Vacation leave is earned at the rate often (10) days per year during the first twelve (12) months of employment accrued monthly (6.66 hours per month); fifteen (15) days per year during the 13<sup>th</sup> through the 36<sup>th</sup> months of employment accrued monthly (10 hours per month); twenty (20) days per year during the 37<sup>th</sup> through the 119<sup>th</sup> months accrued monthly (13.34 hours per month); twenty-five (25) days per year during the 120<sup>th</sup> through the 179<sup>th</sup> month of employment accrued monthly (16.64 hours per month) and thirty (30) days per year after the 180<sup>th</sup> month of employment.
2. Vacation leave shall be used in the year accrued with the exception that eighty hours may be carried over to the next year. With the approval of the President, more than eighty hours may be carried over, but may only be approved if it is to be used by a time certain agreeable to the President.
3. Earned vacation not taken at the end of employment shall be paid in cash.
4. If an employee dies with accrued vacation hours owed, the amount owed will be paid to the employee's estate, unless the employee has filed a written request for such funds to be paid elsewhere.

## 7. HOLIDAYS

Employees shall receive the following paid holidays:

New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, the employee's birthday, and one (1) floating holiday to be taken at any time each year, not to be accrued or rolled over year to year. When Christmas Eve and New Year's Eve fall on a normal work day, the office will be closed at noon.

## 8. MEDICAL INSURANCE

1. The MWC will continue to purchase and maintain the present level of hospitalization, surgical, medical care, dental care, and prescription insurance coverage during the life of this Agreement. Any eligible employee may enroll in the health insurance plan during the open season. The healthcare plan will cover mental health services.
2. The MWC will provide coverage for a domestic partner as defined elsewhere in this Agreement.
3. An employee may opt out of MWC-provided health insurance if she/he presents proof of coverage under another health plan. If such coverage is lost due to a COBRA-qualifying event during the term of this Agreement, the employee will be enrolled under the MWC-provided coverage within thirty (30) days of notification of loss of coverage.

## 9. SEVERANCE PAY

Severance will be paid only for layoffs. Employees shall receive one (1) week's salary for every one (1) year of employment, or major fraction thereof, which major fraction shall be prorated. In cases of lay-off, affected employees shall receive a minimum of two (2) weeks severance. The MWC shall notify the Guild and the affected employee at least thirty (30) days in advance of any layoff. The MWC and the Guild will meet to discuss possible alternatives to layoff. Should the layoff continue, it shall be conducted in inverse order of seniority by job classification. A laid off employee shall have recall rights to a job for which she or he is qualified for up to one year from date of layoff.

The MWC will pay COBRA premiums for up to two (2) months for laid off employees.

## 10. EXPENSES

Employees must obtain the advance consent of the President before incurring expenses for which they will seek reimbursement. Approved expenses must be documented, with receipts attached, and submitted within thirty (30) days of the date on which they were incurred.

Employees will be reimbursed for vehicle mileage incurred during business-related travel consistent with federal and state requirements.

The MWC will contribute the maximum allowed by law to pay employees' expenses either for monthly parking at the MWC offices or public transportation to and from MWC offices.

The MWC will provide a monthly stipend of \$25 to defray the cost of employees' internet connections.

## 11. PENSION

The MWC shall provide pension coverage to each employee through the Maryland State and DC AFL-CIO Pension Plan or the successor AFL-CIO Pension Plan in accordance with the Plans' terms.

## 12. OTHER LEAVE

1. Employees shall receive necessary time off, up to a maximum of forty (40) hours (5 days), except in cases of distance travel, which shall be determined by the President, when at least fifty-six hours (7 days) shall be provided, with pay in the event of death in the immediate family. Immediate family includes husband, wife, domestic partner, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparent, and grandchild. Domestic partner is defined as two individuals who, together, each meet all of the following criteria:

1. Both are 18 years of age or older.
2. Both are competent to enter into a contract.
3. The individuals share a mutual residence.
4. Neither is married to, nor the domestic partner of, any other person.
5. Neither has a pending termination of domestic partnership.
6. In order to receive benefits for a domestic partner, the employee must demonstrate that the relationship is registered with the District of Columbia or their State of Residence. The MWC must be made aware within thirty-one (31) days of any change or termination of an individual's status as a domestic partner.

2. Employees shall be provided leave with pay during periods of required jury duty. Employees will reimburse the Employer to the extent of any pay received from a government entity for such jury duty.

3. All permanent employees shall be granted a parental leave of absence for the birth or adoption of a child, without loss of seniority, for a period of up to sixteen (16) weeks. All permanent employees shall be granted twelve (12) weeks leave with pay and without loss of seniority for the birth or adoption of a child. Employees may supplement this leave with any accrued vacation and sick leave up to 16 weeks. Employees may opt for an unpaid leave of up to 16 weeks, per the DC Family and Medical Leave Act. Total leave, paid or unpaid, cannot exceed 16 weeks. Employees will determine the order on which their leaves will be charged and used.
4. Employees who are eligible voters shall receive time off to vote on election days, not to exceed two (2) hours.
5. Employees shall be granted paid leave anytime the federal government closes for weather or other emergencies.

### 13. LIFE INSURANCE

The MWC shall provide, at no cost to Employees, a life insurance policy that provides coverage of at least one (1) times base annual earnings.

### 14. CELL PHONES

The Employer maintains the right to determine which, if any, employees will be provided cell phones for their work. Employees will reimburse the MWC for any costs incurred by the employee above and beyond the covered minutes provided for in the plan.

## ARTICLE 15 PERFORMANCE REVIEW AND ANNUAL EVALUATION

All employees covered by this Agreement are subject to a performance evaluation during the first quarter of each calendar year.

The performance evaluation and annual review will be conducted by the President or designated officer on a mutually agreed upon date. The employee will be notified in writing of the date, time, and location of the performance evaluation and annual review. The employer during the evaluation will review annual goals, projects, and performance metrics for the previous calendar year and outline them for the coming calendar year.

The employee will be provided the opportunity to outline and discuss work activities, concerns, ongoing and/or proposed projects, areas of interest, goals and objectives for the past and future calendar years.

## 16. GRIEVANCES

Employees may present to the President, through the Guild, grievances that may arise under this Agreement which shall be any dispute, or controversy arising between the parties hereto relating to working conditions, or any dispute involving interpretation, or application, of any provision of this Agreement. Grievances shall be filed within thirty (30) days after the occurrence, or within thirty (30) days after the grievant becomes aware of the occurrence or should have become aware of the occurrence. If such grievances are not disposed of within thirty (30) days, then the procedure set forth below shall be followed:

Any grievance which the Guild and the President have not been able to settle after thirty (30) days shall be submitted to a three (3) member panel drawn from the MWC Executive Committee (excluding the President), and selected by alternative strikes by the parties. This panel will make a determination within thirty (30) days. If the grievance is not resolved at this step, the grievance shall be submitted to arbitration. The Guild and the MWC will, within five (5) days of the submission, select a mutually agreeable arbitrator. If no agreement can be reached, an arbitrator shall be selected, and the case heard under the rules of the American Arbitration Association (AAA). Both parties to this Agreement jointly request AAA to provide arbitrator panels consisting of arbitrators with addresses in the metropolitan Washington, DC area. The decision of the arbitrator will be final and binding, and arbitrator's fees only will be borne equally by the parties.

## ARTICLE 17 OUTSIDE ACTIVITIES AND CONFLICT OF INTEREST

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 established policies of the employer as stated in Section 5 of the Employee Handbook dated June 20, 2000. No employee shall seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of the Employer.

## 18. NO DISCRIMINATION

There shall be no discrimination against any person based on union membership or activity, race, sex, sexual orientation, gender identification, creed, religion, color, national origin, age, marital or parental status, political belief, or physical or mental handicap.



## 19. NO REDUCTION

No employee shall suffer a loss or reduction in any benefit or condition of employment that was in effect immediately prior to the effective date of this Agreement.

## 20. TERM

This Agreement shall become effective as of January 1, 2023, and shall remain in effect through June 30, 2025. Either party may notify the other, in writing, sixty (60) days prior to the expiration date, giving notice of intention to modify said Agreement. Terms and conditions of the Agreement shall remain in effect during any negotiations or any modifications.

WITNESS WHEREOF, the parties have signed this Agreement on this 21 day of November, 2023.

Metropolitan Washington Council, AFL-CIO

  
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Dyana Forester, President

Washington-Baltimore News Guild, TNG-CWA Local 32035

  
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Steven D. Cook, Consulting Negotiator