

**CONTRACT**

**between**

**AFL-CIO**

**and**

**WASHINGTON-BALTIMORE NEWS GUILD  
TNG-CWA, AFL-CIO**

**April 1, 2023 through March 31, 2027**

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## **PREAMBLE**

This Agreement is made effective upon ratification of the contract this first day of April 2023, between the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) (hereinafter referred to as "Employer"), a non-profit labor organization, and the Washington Baltimore News Guild ("Guild") chartered by The Newspaper Guild-Communications Workers of America as Local #32035, for itself and then on behalf of all the employees described in Article I.

## **ARTICLE I – COVERAGE**

1. This Agreement covers all "professional" employees of the AFL-CIO ("Employer") performing the kind of work normally performed within the bargaining unit in all departments, except supervisors and managerial and confidential employees as defined by the National Labor Relations Act as provided in Section 2.
2. The following are excluded from this Agreement: all hub, resource and department directors, deputy directors, assistant directors, and those positions identified (together with the current occupants) on the list attached to this Agreement as Appendix B and other supervisory, managerial, and confidential positions, as defined by the National Labor Relations Act, created during the term of this Agreement, and all employees in job classifications covered by the collective bargaining agreements the Employer holds with other unions.
3. Bargaining-unit employees who have the title of director or assistant director as of the date the Guild ratifies this Agreement shall continue to be covered by the contract and shall maintain the title of director or assistant director while in their current positions.
4. Employees covered by this Agreement may have lead-person responsibilities, as defined by the National Labor Relations Board, but shall not have the authority to exercise supervisory duties as defined by the National Labor Relations Act.

## **ARTICLE II – UNION SECURITY**

1. 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 and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.
2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of the News Guild-CWA and the bylaws of the Washington-Baltimore News Guild.

3. The Employer shall, in compliance with all applicable law, deduct from the second salary check of each employee each month, and shall pay to the Guild not later than the tenth (10th) day of the following month, all dues and assessments levied by the Guild for the current month.
4. The Employer agrees to supply the Guild once each year with a salary list of all employees covered by the Guild bargaining unit, showing name, address, sex, minority group, date of birth, date of hiring, job title, pay grade, and pay step. The Employer further agrees to supply to the Guild once each month 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.
5. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement.
6. Subject to work needs and availability of space, Guild meetings may be held and attended during working hours on the Employer's premises, provided such meetings are reasonable in frequency and duration. This Section does not entitle field staff to travel to attend Guild meetings. The Guild will give the Employer reasonable notice of such meetings.
7. The Employer shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

### **ARTICLE III – SENIORITY**

1. When seniority is referred to in this Agreement, it shall include all continuous service with the George Meany Center for Labor Studies/National Labor College, LIPA, the Organizing Institute, the AFL, the CIO, the AFL-CIO, or any of its direct subdivisions such as the Political Action Committee, Labor's League for Political Education, and the Free Trade Union Committee; but it shall not include service with affiliated unions or departments or with state or local central bodies.
2. For the purposes of salary longevity steps and vacation accrual rate, Guild members who return to the AFL-CIO after a break in service shall be credited with the seniority they had when they left the AFL-CIO. They will not be credited with any seniority for the period of the break in service.

### **ARTICLE IV (A) – JOB SECURITY**

1. After one (1) month on the payroll, if an employee is discharged during the probationary period (as further defined in Article IV (B) (Probationary Period and Performance Review), they shall be given at least one (1) week's notice, or one (1) week's pay in lieu of notice. The probationary period shall end on the last working day before the six (6) month anniversary of the employee. An employee's probationary period may be extended up to two (2) two-month periods by agreement of the Employer and the Guild during which the parties agree the manager, the employee and a guild representative shall meet monthly to review performance. Upon having (30) days of consecutive employment, a discharged employee shall receive health care for (1) additional calendar month following the calendar month they were discharged.

2. Employees with more than six (6) months of service shall not be subject to discharge except for just and sufficient cause.
3. Employees with more than six (6) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge. The discharged employee shall receive health care for (1) additional calendar month following the calendar month they were discharged.
4. The Guild shall be notified in writing, simultaneously with the employee, of any discharge.

#### **ARTICLE IV (B) – PROBATIONARY PERIOD AND PERFORMANCE REVIEW**

1. The Employer shall have the unlimited right to discharge a new 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, on or before the four (4) month anniversary date and on or before the six (6) month date the new employee will receive a performance review. The Guild and the employee will be notified in writing of the full results of the reviews, to include any problem or problems that appear to be developing. The Guild may request a meeting with Human Resources to discuss a less than satisfactory performance evaluation received by a probationary employee.
2. During the trial period of an employee promoted or transferred, pursuant to Article V (Staffing and Workload) Section 8(a), the Employer's performance review of the employee shall be discussed with the employee no less frequently than after (1) month, two (2) months, and two (2) weeks before the end of the trial period.
3.
  - (a) Each employee and their direct supervisor will meet for a performance review and discussion on an annual basis no later than the second quarter of the year. The performance review will include a written self-evaluation by the employee, a written review by the supervisor, and a discussion between the supervisor and employee to reflect and discuss the feedback. The results of the performance review will only be included in the employee's personnel file with the written consent of the employee; in the absence of such consent, the review will be kept on file by the employee's direct supervisor. Each employee will be given a copy of the evaluation form, and will have the opportunity to make a written response. The employee's written response will be attached to the evaluation form and included in the personnel file. The employee and the Guild will receive a copy of the final evaluation form.
  - (b) Forms for written performance reviews for Guild members, including probationary evaluation forms, will be developed by the Human Resources Department and the Guild officers. Human Resources will oversee appropriate training and instruction for supervisors and employees in conducting performance reviews.
  - (c) Performance review forms cannot be the basis for Employer disciplinary action or promotional decisions. Consistent with the counseling and progressive disciplinary process, employee conduct or performance described on the performance review form may be the subject of disciplinary action and may be

considered in promotion decisions. Employee performance evaluations do not alter the provisions of Article IV (A) (Job Security) or Article XIII (Sick Leave) regarding discipline or discharge.

- (d) Performance reviews in accordance with the foregoing provisions will not be subject to the grievance procedure. Nothing in this provision will limit the Guild's right to grieve disciplinary and termination actions by management.
- (e) Feedback Portal. Simultaneously with the performance review process, an electronic portal will be provided allowing employees the opportunity to provide feedback regarding their supervisor's management performance. HR will monitor this portal and will provide constructive feedback to the respective supervisor. There is an option to submit anonymous feedback. Nothing in this provision will limit managements' rights.

## **ARTICLE V – STAFFING AND WORKLOAD**

1.

- (a) The parties agree that it is mutually beneficial to communicate effectively around staffing levels and workload in a regular manner through the JLMC process, both the primary JLMC and the Hub/Resource/Department JLMC.
- (b) When a Guild staff member leaves a position, the parties will discuss through the primary JLMC process, as a standing agenda item, the status of management's consideration and analysis around that position and the most current status of whether and when it will be posted and filled and how the continuing work of that position will be performed in both the short and long term. The Guild and management will discuss where workload issues exist, when workload is burdensome or unworkable, and other issues relevant to workload as it relates to meeting the priorities of the Federation. The parties may discuss and make recommendations on a transition plan when a staff member departs. The Guild may identify situations in which they believe a workload issue is not being addressed by the supervisor or manager. The parties may also discuss whether job descriptions require review after workload allocation discussions. This information from the Guild will be shared with management's Personnel Committee, and the primary JLMC may make joint recommendations to the Personnel Committee. In the event primary JLMC meetings are not occurring with regularity, relevant requested information will be shared in writing.
- (c) The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer and, accordingly, will give present employees within the unit first opportunity to try out for a vacancy in a different position, subject to the prior operation of the recall list under Article VI (Layoff), Section 5.

2. For the purpose of this Article, the term "vacancy" means an existing or newly created position that management has determined will be posted with the intent to fill. These management decisions are made on a rolling basis based on capacity and resources, including factors such as level of program work, priorities, workload, reorganizations, and uncertainty of future funding. Within 5 working days after a final decision has been made regarding a position, the Employer either will post the position to be filled consistent with the provisions of this Article or will notify the Guild of the Employer's

intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position, in which event the Employer will meet with the Guild on request to discuss.

3.

(a) When the Employer decides to fill a vacancy, the Employer shall post the opening for seven (7) working days prior to advertising to non-employees. The vacancy will be posted and filled at the grade level on the job description developed pursuant to Article IX, Section 9.

(b) The Employer shall notify Guild field employees in writing of all vacancies (email is acceptable as written notice). Field employees shall have seven (7) working days after the date of the mailing to apply for said vacancy.

(c) When filling vacancies the employer will evaluate whether it is essential that the work be performed at headquarters, is field based, or can be performed at-large and is encouraged to list the position as at-large whenever possible.

(d) Current headquarters based employees may request that human resources evaluate whether their position is conducive to an at-large designation and make any applicable change.

4. Postings for vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills). The parties recognize that some positions may require special skills or qualifications. Those skills and qualifications shall be directly linked to the successful performance of the job in accordance with the job evaluation system. The employer recognizes that life and work experience shall be substituted for education where appropriate. By default, a minimum preference for formal education shall be substituted with education or experience in the job posting unless such formal education is necessary to perform the job functions.

5. When qualifications and experience are relatively equal, the senior bidder shall be awarded the position, except that for Senior Field Representative positions, the senior bidder within the Region of the vacancy shall be awarded the position subject to special qualifications as posted where the employer can demonstrate a need for the special qualifications.

6. In the event a vacancy is not filled from within the unit, the Employer may hire a new employee at no more than one (1) grade level below the posted grade level of the position. Any employee hired at a grade level below the posted grade level shall receive an automatic advancement after one (1) year to the posted grade level unless the Guild and the Employer agree that accelerated advancement is appropriate. Where internal Guild applicants bid for a position for which they were not hired, the guild, applicant and human resources shall upon request of the applicant meet to discuss the qualifications applicant failed to demonstrate during the bidding process.

7. If, on promotion to a higher grade, a vacancy is filled by a bargaining unit employee whose salary is greater than the starting salary of the grade for the vacant position, the employee shall be paid no less than the salary of the step of the vacant position that is higher than the employee's salary.

8.



- (a) An employee promoted or transferred under this Article shall have a trial period of three (3) months, which may be extended by agreement with the Guild.
  - (b) During the first sixty (60) working days of the trial period, the employee may elect to return to the position from which promoted or transferred without penalty or prejudice.
  - (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 Employer. If during the trial period the employee is unable to perform the duties of the new position satisfactorily in the opinion of the Employer, the Employer may place the employee in their previous position or in a comparable position without penalty or prejudice.
  - (d) If an employee returns to the position from which promoted or transferred, under Subsections (b) or (c) above, the employee shall receive the salary that they 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. If placed in a comparable position, under Subsection (c) above, the employee shall suffer no reduction in pay and will receive future increases as if retained in their previous position.
9. The Employer will attempt to interview Guild applicants within two (2) weeks after the close of each posting period. Thereafter the Employer will inform the Guild at regular intervals of two (2) weeks of the status of efforts to fill the posted position.

#### **ARTICLE VI – LAYOFF**

1. The Employer shall meet with the Guild prior to or upon approval of the budget annually to identify any occupied unit positions that are being defunded by the approved budget, to review any need to reduce the overall workforce and to review all currently funded vacant positions, or at any other time when reductions in workforce are necessary.
- 2.
- (a) A layoff occurs when the Employer either reduces the number of unit positions or eliminates positions associated with a specific program area. In the event of a layoff, the Employer shall notify the Guild in writing of the number of positions to be defunded and identify those positions. The Employer also shall notify each affected employee in writing that they have been identified for layoff, and shall provide the employee with job descriptions of any vacant positions. Layoffs will be by seniority, with the most junior employee(s) within the department, hub or resource selected for layoff.
    - (i) The parties agree that employees with similar job classifications, job skills or who may reasonably be trained for a position may exist in multiple departments, hubs or resources.
    - (ii) The parties agree to meet and discuss if an employee in a position identified for layoff has a classification, job skill or could reasonably be trained for a position that exists in another department, hub or resource.

- (iii) In the case the employee has the classification, job skills or could reasonably be trained for a position that exists in another department, hub or resource, then the least senior employee will be identified for layoff.
  - (b) Employee(s) in defunded positions shall have the first right to be considered into any vacancy, as defined by Article V (Staffing and Workload), where they meet the minimum skills and ability, before those positions are filled with non-bargaining unit applicants. The Employer shall keep the Guild informed of bargaining unit and non-bargaining unit vacancies.
- 3. If the Employer notifies the Guild that there will be a layoff, for sixty (60) calendar days from the date of the notice there shall be a hiring freeze both for all Guild bargaining unit positions and for all non-unit positions except for jobs directly associated with a state or national political campaign or a time-sensitive organizing campaign. An employee identified for layoff shall not be separated from employment before the end of a fifty-five (55) calendar day period. During the freeze:
  - (a) An employee accepting a temporary position during the hiring freeze shall retain their rights under this Article and shall be considered a regular employee for all purposes under this Agreement.
  - (b) An employee offered a temporary position during the hiring freeze shall have five (5) working days to accept or reject the position.
  - (c) Rejection of an offer of a temporary position during the hiring freeze shall not adversely affect rights provided under this Article.
  - (d) An employee accepting a temporary position during the hiring freeze shall have the terms of this Article applied concurrently with the temporary position.
  - (e) The Employer shall hold an identified appropriate position pursuant to Section 5(b)(i) until the employee can be released from the temporary position.
  - (f) An employee in a temporary position during the hiring freeze who successfully bids on an open position shall have that position held for them until released from the temporary position.
- 4. From the date the AFL-CIO gives written notice under Section 2 to the Guild and the affected employees until the end of the fifty-five (55) calendar day period specified in Section 3:
  - (a) No vacant Guild position shall be filled unless all qualified employees in defunded positions are first offered the job, in order of seniority, and
  - (b) The Employer shall not, without the agreement of the Guild, hire any additional consultants. The federation may, however, hire a consultant whose work is directly associated with a state or national political campaign after discussion with the Guild at least one (1) week before hiring such a consultant.
- 5. In the event of a layoff, the following procedure shall be followed:

- (a) The Employer shall notify the Guild and affected employees in accordance with Section 2.
  - (b) The Employer and the Guild shall meet to negotiate, if the parties deem appropriate, an incentive package to be offered to employees and to which employees such a package shall be offered. Such negotiations shall take no longer than ten (10) calendar days. If a package is negotiated, identified employees shall be given no less than fourteen (14) calendar days to accept or reject the offer. The Employer and the Guild shall meet to identify any vacant positions (as defined by Article V (Staffing and Workload, Section 2) for which the employee(s) is qualified. Such discussions shall take no longer than ten (10) calendar days.
    - (i) The Employer will notify the employee within fourteen (14) calendar days of the conclusion of the meetings in Section 5(b) of its decision to either place the employee in the position or deny placement. Placement will only be denied if the employee does not meet the minimum qualifications for the position. The Guild will be notified in writing of any decision.
    - (ii) If the employee is awarded the position, the employee will move into the new position within five (5) working days of being notified of such award.
    - (iii) If no position is available, the employee will be laid off and will receive the severance package.
  - (c) If the employee is awarded a position and notifies the Employer that they will not accept the position, that employee will be laid off and will receive severance. However, the employee will not be placed on the recall list.
  - (d) If an employee is placed into a position at a lower grade level, the employee's pay will be green-circled.
  - (e) An employee in a defunded position may at any time during the layoff process described above bid on position vacancies pursuant to Article V (Staffing and Workload).
  - (f) The parties shall utilize the expedited arbitration in the Memorandum of Understanding on Expedited Arbitration for grievances filed related to appropriate positions.
6. The Employer shall provide the laid-off employees severance pay and benefits as follows:
- (a) Two weeks' pay per year or major fraction thereof for each year of the employee's employment. Such severance shall be paid only in the event of a layoff. Such employees will be covered for full health and welfare benefits (through Employer payment of COBRA premiums) for a period of six (6) months from the date of layoff. In addition to severance, affected employees shall be paid for all accrued vacation, including banked vacation days.
  - (b) Severance pay will be capped at 35 weeks. For those with 18 years or more of service the maximum given will be 35 weeks of severance.

7. Each employee laid off shall be placed upon a recall list for two (2) years except as provided in Sections 5(c) above. Said laid-off employees shall be offered comparable vacant positions (as defined above in Article V (Staffing and Workload), Section 2) for which they are qualified, prior to these positions being posted in accordance with Article V (Staffing and Workload). The offer shall be made by certified mail to the last address the employee has provided to the Employer. Recall rights shall be relinquished if the employee does not:
  - (a) Accept the comparable position offered within two (2) weeks after receipt of the offer and
  - (b) Agree to return to work within four (4) 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. No pension credits and no seniority will be earned while an employee is on layoff.
  - (c) An employee who retires while on the recall list and who is otherwise entitled to retiree healthcare under Article XII (Group Insurance and Retirement) shall be entitled to retiree healthcare.
8. For the period on layoff, an employee shall only be entitled to the compensation, benefits and credits expressly provided for in this Article.
9. This Article shall not apply to employees who have not completed a probationary period or to Article XX employees.

#### **ARTICLE VII – GRIEVANCE PROCEDURE**

1. All grievances arising under the terms of this Agreement shall be handled originally at the level at which they occur. Grievances shall be filed in writing within forty-five (45) days after the occurrence or within forty-five (45) days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Otherwise, they shall not be considered grievances. Grievances shall be handled as set forth below.
2. Step One: There shall be a meeting, or telephone conference call for field employees, between a Guild steward, the grievant and the immediate supervisor or designee within thirty (30) days of the receipt of the written grievance. The immediate supervisor or designee shall respond in writing within thirty (30) days of this meeting; failure to do so shall affirm on behalf of the Guild, without prejudice to the Employer. If the grievance is not resolved to the satisfaction of the Guild during this thirty (30) day period, the Guild shall have no more than thirty (30) days following the receipt of the written denial in which to refer the grievance to the next step in the grievance procedure by written notice to the department director. Upon mutual agreement of the parties, step one may be skipped.
3. In the field, when, in the judgment of the immediate supervisor or designee, the grievance relates to a national rather than regional issue, the immediate supervisor or designee shall refer the matter in writing to the department director or designee within ten (10) days of meeting with the grievant and steward. Simultaneously, the immediate supervisor or designee shall give written notice to the grievant and steward that such referral has been made. That notification shall satisfy the Step One obligation of

response. If settlement is not reached at this Step, then a grievance which is appealed in a timely manner shall be handled as set forth below.

4. In the event that the immediate supervisor or designee is the department director, Step One shall serve in lieu of Step Two.

Step Two: The Guild Unit Chairperson or designee, the grievant, and the department director or designee shall meet on any grievance referred to this Step within thirty (30) days of referral. If the grievance is not resolved, the Employer shall respond in writing within thirty (30) days following this meeting; failure to do so shall affirm on behalf of the Guild without prejudice to the Employer.

If the grievance is not resolved at the second step, the parties may move it to non-binding mediation with the Federal Mediation and Conciliation Service upon mutual agreement. Mediation does not waive the Guild's right to file for arbitration for the grievance.

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 within thirty (30) days of its first consideration may be submitted to final and binding arbitration by either party within thirty (30) days. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at any time on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. 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 staff member, a group of staff members or the Guild.
8. The time limits set forth in this Article may be extended by mutual agreement between the Employer and the Guild.

## **ARTICLE VIII – HOURS**

1. The standard work week for headquarters employees shall be five (5) days of thirtyfive (35) hours, the standard work day shall be seven (7) hours exclusive of a meal break, and the Employer's standard business hours shall be from 9 a.m. to 5 p.m. Monday through Friday. An employee must make a reasonable effort to notify their supervisor by 9:30 a.m. of tardiness or absence from work.
2. It is understood that employees perform duties that often require lengthy and irregular hours and travel. Employees are not eligible for overtime. In recognition of their lengthy

and irregular hours and travel, permanent employees shall receive eight (8) days of compensatory leave each calendar year, to be taken with appropriate notice and advance approval of their supervisor whose approval shall not be unreasonably denied. These compensatory-leave days shall be prorated for employees who in a calendar year are actively employed less than a full year. Compensatory-leave days shall not be carried over from year to year.

3.

- (a) To assist permanent employees in balancing conflicts between work and family/life commitments, the Employer and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements either on a regular or ad hoc basis. Existing such alternative work schedules and arrangements will be maintained, subject to the Employer's operational needs.
- (b) Flexible work schedules for permanent employees will continue to be agreed on within each department to assure that the department is adequately staffed during normal business hours. With the approval of the department director, an employee with a flexible work schedule may adjust their starting time and concomitantly the quitting time provided they are at work no fewer than four (4) hours between 9 a.m. and 5 p.m. Monday through Friday and, provided further, that they work the number of hours in the standard work week and fulfills the requirements of their job. The Employer and Guild recognize that flexible work schedules may not be practicable in all departments. Flexible work schedules are subject to agreement between the affected employee and department director. Requests for flexible work schedules will be acted upon consistent with the Employer's operational needs. Differences under this Subsection may be referred to the Labor Management Committee for resolution, but are not grievable or arbitrable under Article VII (Grievance Procedure).
- (c) The Employer will consider a permanent employee's request to work a compressed work week of four (4) days or to work at home either on a regular or ad hoc basis. Differences under this Subsection may be referred to the Labor Management Committee for resolution, but are not grievable or arbitrable under Article VII (Grievance Procedure).
- (d) The Employer will consider the request of permanent employees assigned work requiring similar skill or performing similar function to share a full-time job with no loss of benefits or protection under this Agreement.

- 4. Any changes to the AFL-CIO headquarter building operating status in the event of inclement weather, including arrival and departure times and building closures, will be determined by the executive office. In the event of a natural disaster and/or an emergency weather situation, the Guild and HR will meet to discuss and address employee safety and organizational needs.
- 5. An employee on an extended out-of-town assignment of two (2) consecutive weeks or more shall be entitled to return home for four (4) days, or fewer at the employee's option or more with the Employer's approval, at the Employer's expense on the tenth consecutive day or, alternatively, the employee may be joined by their spouse, another family member, or person with whom the employee maintains a committed relationship, also at the Employer's expense; or, as a further alternative, if consistent with the

Employer's operational needs, the Employer may approve a return home prior to the tenth consecutive day for up to four (4) consecutive days. If the assignment requires the continued presence of the employee during a scheduled return trip home, such trip shall be deferred.

While on an extended out-of-town assignment of two (2) consecutive weeks or more, if, after completing the ten (10) workdays of the first rotation the four (4) days of entitled leave are deferred (i.e., the employee remains on assignment for the entitled leave days), additional deferred leave shall be accumulated on the following schedule:

After four (4) days worked, one (1) day of leave

After eight (8) days worked, two (2) days of leave

After ten days worked, four (4) days of leave

When the leave to which an employee is entitled under this article is deferred, the consecutive days of work required to qualify for additional leave shall begin immediately on the 11th consecutive day worked.

Return trips home are expected to be deferred for temporary and project employees in the Organizing Department who are working on time-sensitive organizing campaigns.

6. In recognition of the long hours and consecutive weekends worked by some employees, and the quality of life and employee retention concerns raised by such work schedules, a labor management committee will be formed specifically to address these issues. The LMC will be convened to consider and offer suggestions to address specific situations brought to the attention of the committee as such cases arise. Decisions on these specific or individual cases will be issued within two weeks of submission to the LMC. Such decisions will not be unreasonably delayed. The committee will also meet before election cycles and other major campaigns to craft staffing solutions to prevent excessive work hours.
7.
  - (a) The Employer recognizes the need of all employees to balance work and family obligations, and agrees to make efforts to minimize hardships created by out-of-town assignments. Out-of-town assignments will be discussed with the employee as far in advance as possible. Any request for an accommodation related to a hardship will be considered and there will be no retaliatory action for raising the hardship. To the extent that it is feasible, the employer shall give at least 10 days notice for out of town assignments.
  - (b) At the employee's request, the employer will reimburse exceptional dependent care costs incurred as a result of the short notice of the assignment provided that the reimbursement is agreed to in advance.
8. Except in an unforeseen emergency, unit employees will not be required to travel between the hours of 12:00 a.m. and 4:30 a.m. The Employer will make every effort to schedule its own meetings at which staff attendance is required so that weekend travel is not required.

9. Employees may not telework except in accordance with Section 11 below, unless weather, emergency or similar circumstances prevent the AFL-CIO headquarters from being open for business.

10.

(a) The Employer and the Union agree to permit Washington DC Headquarter bargaining unit employees, except during the first two weeks of employment, to participate in a modified work week program whereby the employee may “telework” up to two days per week subject to the following factors:

- (i) The employee’s ability to perform the duties responsibilities of their position from a location other than their office;
- (ii) The employee’s ability to communicate remotely with clients, affiliates, and colleagues;
- (iii) The ability to maintain AFL-CIO’s physical and electronic security protocols;
- (iv) Supports the operational needs of the hub/resource;
- (v) Some factors of their work are concentrative.

The term “telework” refers to the arrangement under this Section 10 whereby the employee performs the duties and responsibilities of the employee’s position, and other authorized activities, from their personal residence or approved alternative worksite (including taking into account electronic security).

(b) Types of Telework:

- (i) Standard Telework: The standing regular agreement, as agreed between the employee and the primary manager, must be recertified annually or if there is a permanent change made to the agreement.
- (ii) Ad Hoc Telework: The employee may telework on an ad hoc basis, with days changing as agreed upon by the supervisor and employee. Telework arrangements may also be used on an occasional or episodic basis for an individual day or for a special assignment or project on a short term basis (as determined by the Employer) based on prior application and approval. Examples include tasks which require uninterrupted concentration and result in measurable work outputs or products (e.g., data analysis, writing reports, and telephone intensive tasks such as obtaining or collecting information).
- (iii) Unscheduled telework: May be considered based on prior approval for inclement weather, situations that involve national security, and other unique situations. Employees who have been trained to telework, who wish to telework during an unscheduled leave/delayed arrival may do so with the approval from their immediate supervisor. On days on which the AFL-CIO is open, approval will be limited by the need to have professional staff presence on site, based on manager assessment of coverage.



- (c) Employees will be available during their normal work schedule on the date selected to telework.
- (d) Telework days do not accumulate.
- (e) Employees may not take a telework day during a week in which two (2) or more days of leave without pay, vacation pay, or compensatory time are taken. In the event that two or more days of leave without pay, or vacation pay are taken during a week in which a telework day was taken, the employee may not take a telework day in the following week.
- (f) Telework may not be coupled with vacation or compensatory leave.
- (g) Each employee must meet the following criteria to be considered eligible to participate in the telework program:
  - (i) The employee is not working with their manager to improve performance and is not in a counseling process; and
  - (ii) The employee does not have an active disciplinary action in their personnel file within the last twelve (12) months related to attendance or telework; and
  - (iii) The employee has demonstrated the ability to initiate their own work, to work without direct supervisory oversight, and to recognize when supervisory or other assistance is needed on a project; and
  - (iv) The employee has completed an application to participate in the telework program and completed a telework webinar/training module; or
  - (v) The employee has an existing telework agreement as of the date of ratification of this contract.
- (h) The supervisor may reasonably adjust or terminate an employee's telework agreement if performance declines or telework no longer meets the organizational needs of the hub, resource or department.
- (i) The employee may cancel their participation in the telework program by providing advance notice to the Employer on Friday of the week preceding the employee's return to a non-telework schedule.
- (j) Under no circumstances will an employee be unavailable by phone or computer (or other communication method agreeable to the Employer) during the employee's hours of work on a date where the employee is teleworking. A "request for acknowledgement" must be responded to in 30 minutes.
- (k) No Employer paid travel time will be afforded to an employee who reports to the Employer's headquarters on a day designated for telework as this is considered commuting costs.
- (l) All bargaining unit employees will be permitted to apply for participation in the program, however, participation in the program will not be unreasonably denied.

- (m) Telework arrangements must be consistent with maintaining adequate office coverage. Adequate office coverage may vary by department/hub/resource and is not necessarily a specific percentage of employees. If the conflict is between employees who are already participating, or between two or more new applicants, the employee with greater seniority shall receive the benefit.
- (n) Employees must use AFL-CIO computers or their own computers, which must meet current minimum specifications as prescribed by the AFL-CIO IT Department. The employee must also provide internet service in their personal residence at their own expense. Employees must be reachable using the same telephone number used by the employee at the Employer's headquarters.
- (o) Telework is not a substitute for child or dependent care.
- (p) Employees who telework agree not to hold the Employer liable for any hazards caused by working from home. This Agreement between the Union and the Employer expressly imposes a duty of care on the employee who teleworks to act with reasonable care while working at their personal residence.
- (q) The Employer will encourage the successful and appropriate use of telework within AFL-CIO by providing training to managers in effectively managing teleworkers. Prior to the Guild filing any grievance on this Section 10, the parties agree to meet and discuss possible solutions to disputes over this section.

#### **ARTICLE IX – CLASSIFICATION AND SALARY SCHEDULE**

1. The salaries effective upon ratification of this agreement for the classifications covered by this Agreement are set forth in Appendix A attached hereto and by this reference made a part of this Agreement. Except as otherwise provided by the parties, the salaries of all classifications and individual employees shall be increased by 3% percent April 1, 2023, 4% percent April 1, 2024, 3.5% percent April 1, 2025 and 2.75% on April 1, 2026.
2.
  - (a) Each employee will advance through the appropriate pay grade schedule, as provided in Appendix A of this Agreement, and will receive wage increments specified on the anniversary date of the employee's employment until the employee reaches the top of the grade.
  - (b) Whenever an employee is advanced to a higher pay grade, the employee shall move through the steps of the new pay grade on the anniversary date of the advancement to the new pay grade. However, the longevity steps after seven (7) (if applicable), ten (10), fourteen (14) and twenty-one (21) years shall take effect either on the anniversary date of the employee's hire or one (1) year after advancing to the preceding step, whichever occurs later, but in no event shall the employee advance to a longevity step without the requisite number of years of AFL-CIO employment to qualify for a longevity step unless otherwise agreed. (See Appendix C for an example.)
3. An employee in Grade V shall advance to Grade IV after not more than seven (7) years in Grade V. An employee hired at Grade VI, Step 3, shall advance to Grade V after not more than one (1) year in Grade VI; an employee hired at Grade VI, Step 2, shall

advance to Grade V after not more than two (2) years in Grade VI, and an employee hired at Grade VI, Step 1, shall advance to Grade V after not more than three (3) years in Grade VI.

4. The Employer agrees to discuss with the Guild any proposal to abolish, create, transfer or reclassify jobs which fall within the bargaining unit.
5. Employees hired to fill vacancies will be hired at the starting rate of the appropriate grade, with the exception that where this proves impractical an employee may be hired at a higher step, with the specific agreement of the Guild. Each employee will advance through the appropriate pay grade schedule and will receive the wage increments specified each year on the anniversary date of their employment, until they reaches the top of the grade.
6. There shall be no reduction in wages during the life of this Agreement except as provided in Article V (Filling of Vacancies), Section 8(d).
7. Employees are required to have direct deposit for all compensation and benefit payments.
8. The Employer will take reasonable steps to try to ensure receipt of paychecks on Friday.

#### **ARTICLE X – VACATIONS**

1.
  - (a) Vacations with pay shall be granted to employees who have completed periods of continuous service with the Employer as follows:
    - (i) Employees accrue vacation at the rate of one (1) day per month of service during the first calendar year of their employment;
    - (ii) After one (1) year, twelve (15) days;
    - (iii) However, employees hired with five (5) or more years of labor- related employment or labor-related experience and who had two (2) or more weeks of vacation annually in the job the employee held immediately prior to AFL-CIO employment shall receive seventeen (17) days after completing one (1) year of continuous service until they complete eight (8) years of continuous service;
    - (iv) After three (3) years, seventeen (17) days;
    - (v) After eight (8) years, twenty-two (22) days;
    - (vi) After eighteen (18) years, twenty-seven (27) days;
    - (vii) After twenty-five (25) years, thirty-two (32) days.
  - (b) Employees shall not be entitled to take vacation until after completing six (6) months' continuous service.

- (c) As of each January 1, the Employer shall advance each employee the amount of vacation that the employee would accrue during the year, subject to Section 6 of this Article.

2.

- (a) It is the policy of the Employer to have vacation used in the year in which it is earned. Employees with one (1) or more years of service will be permitted for good reason to bank one (1) week of vacation each calendar year up to a maximum of thirty-five (35) days; employees who have more than 35 days banked as of November 7, 2011, will retain days in excess of 35 but cannot replenish the bank until the bank falls below 35 days and can replenish only to the new limit of 35 days. Employees may bank in increments of days. This vacation banking will require the approval of the department director and the Secretary-Treasurer. Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. The Employer will permit banked vacation days to be withdrawn in increments of five (5) days and added to current vacation balance and used as normal vacation, i.e., taken off a day at a time or in units of less than a full week. Employees will be paid for all banked vacation at termination of employment.

- (b) It is the policy of the Employer to have vacation used in the year in which it is earned. Employees who have banked vacation accrued under previous contract language may continue to use their banked vacation under the same procedures in effect for use of regular vacation, but can't accrue additional banked vacation if they have thirty (30) days or more of banked vacation. However, employees with less than thirty (30) days of banked vacation can bank up to twelve (12) days for the life of the contract, not to exceed thirty (30) days of banked vacation. If the employee is eligible to bank up to twelve (12) days, this is a one-time benefit during the life of the CBA. Employees will be paid for all banked vacation at termination of employment. Employees may bank in increments of whole days. Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. Employees who have banked leave may cash out a maximum of five (5) days of banked leave per year of this Agreement.

- 3. In cases in which employees are unable (because of work demands) to take their full vacation entitlement in the year in which it is earned, this period may be extended to April 30 of the following year, with the approval of the department director. Requests for such an extension must be made no later than December 31. Following April 30, unused carryover vacation will be forfeited. Employees who, during the course of a calendar year, are limited in when leave may be used due to an extended moratorium on leave usage or who have significant obligations due to the nature of their work which limit when leave may be taken may, upon request, be permitted to carry over leave usage to June 30.

- 4. An employee may elect to be paid for accrued vacation time on taking a leave of absence pursuant to Article XIV (Leaves of Absence), Sections 1, 2 or 3, at the time of the granting of the leave of absence. If the employee is not paid for accrued vacation time and does not return to work, they (or their estate in case of death) will be paid for accrued vacation time on termination of employment (or death). On termination of

employment the employee (or the employee's estate in case of death) will be paid for up to eight (8) weeks of banked vacation.

5. The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference in accordance with seniority. In the event of emergency or unforeseen circumstances, an employee may take up to four (4) days of vacation without prior scheduling with the Employer.
6. Employees terminating with six (6) months but less than five (5) years of service will receive their vacation pay as described in Section 1, prorated at the rate of 1/12th for each month or fraction thereof that they work in the year in which they terminate. Such employees shall reimburse the Employer for any advanced vacation used. Employees terminating with five (5) years or more of service will receive their full vacation pay for the year in which they terminate.

#### **ARTICLE XI – HOLIDAYS**

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

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Time off with pay shall also be allowed on Good Friday, the day after Thanksgiving Day, Presidential Inauguration Day. When and if the official observance of any of the aforementioned legal holidays falls on a Saturday time off with pay shall be allowed on the preceding Friday. When and if the official observance of any of these holidays falls on a Sunday, time off with pay shall be allowed on the following Monday. In addition, whenever Christmas Day, New Year's Day or Independence Day falls on a Thursday, the Friday immediately following shall be observed as a paid holiday; and whenever Christmas Day, New Year's Day or Independence Day falls on a Tuesday, the immediately preceding Monday shall be observed as a paid holiday.

2. When an employee works a legal holiday as defined in Article XI, Section 1, the employee will be permitted to take another day off with pay at a later date as requested by the employee. The employer shall not unreasonably deny such a request.
3. The AFL-CIO will normally be open for business for the working days of the holiday period between Christmas and New Year's Day. Employees shall be entitled to take liberal leave for these work days. The Employer shall not deny any vacation, leave without pay or accrued compensatory leave requests during this time period. However, the Employer has the discretion to close the AFL-CIO headquarters for any of the work days between Christmas Day and New Year's Day, but if it does so, it will be with pay.

#### **ARTICLE XII – GROUP INSURANCE AND RETIREMENT**

1.
  - (a) Employees, retirees and a person with whom the employee or retiree shares a committed relationship as defined by the health insurance provider, and dependents shall be fully covered by the group medical, surgical, and hospitalization plan negotiated with the Employer. Employees shall be fully covered by the life and accidental death insurance policies and the pension plan

negotiated with the Employer. In order to be eligible for retiree health insurance, an employee hired prior to April 1, 2002, or any employee who retires on a disability retirement, must have five (5) years of continuous service with the AFL-CIO, with the service contiguous to the date of retirement and an employee hired on or after April 1, 2002 (other than an employee who retires on a disability retirement) must have ten (10) years of continuous service with the AFL-CIO, with the service contiguous to the date of retirement, and an employee hired on or after October 6, 2010, must have fifteen (15) years of continuous service with the AFL-CIO, with the service contiguous to the date of retirement.

- (b) For permanent employees, retirees and a person with whom an employee or retiree shares a committed relationship as defined by the health insurance provider, and dependents, the annual maximum for dental coverage will be \$3,000 (80% of \$3,750) the maximum lifetime orthodontia benefit will be \$3,500 per participant, and the vision reimbursement shall be increased to up to \$350 biennially.

The prescription drug plan co-pay for name-brand drugs for which there is no generic alternative shall be fifteen dollars (\$15.00). The prescription drug co-pay for brand name drugs for which there is a generic alternative shall be fifteen dollars (\$15.00). For orders of a three (3) month supply of brand-name drugs by mail, the co-pay shall be fifteen dollars (\$15.00). The co-pay for non-mail order generic drugs shall be \$1. The co-pay for mail order generic drugs remains \$0. The co-pay for a three (3) month supply of non-mail order generic drugs shall be \$2.50. The co-pay for a three (3) month supply of non-mail order brand name drugs shall be \$37.50. The Employer will provide quarterly utilization reports to the joint labor management Health Care Committee, which will assess the impact of co-pay increases and will make appropriate recommendations.

- (c) An active permanent employee on the payroll using a Health Maintenance Organization as the employee's group health insurance plan shall be provided triple life insurance.

- (d) If an employee is assigned to a geographical area in which there is no choice of a PPO with which the health insurance provider contracts, the Employer shall pay the premium for a comparable alternative preferred provider plan. If no such comparable preferred provider plan is available, the Employer shall reimburse the employee for any out of PPO network physician services, minus the amounts the employee would pay if the services were in the PPO network.

2. Employer shall provide life insurance for those employees covered by this Agreement in an amount equal to the employee's annual salary plus \$1,000. The life insurance will be reduced by one-half (0.5) at the time of retirement. In consultation with the Guild, the Employer shall offer group term life insurance to employees, who may elect to pay for it through payroll deduction.
3. No changes in the benefits under any such policies shall be made during the life of this Agreement without the express consent of the Guild.
4. Each employee who retires shall be given a check for one thousand (\$1,000) dollars.

- (a) Effective January 1, 2004, the Employer shall provide an increase of one (1) percent of the monthly pension for retirees and beneficiaries, who have been on the rolls for one year or longer as of January 1, 2004. Additionally, effective January 1, 2005, the Employer shall provide an increase of one percent (1%) of the monthly pension for retirees and beneficiaries who have been on the rolls for one year or longer as of January 1, 2005.
  - (b) The Employer shall pay the cost of health insurance for the surviving-spouse beneficiaries who currently pay one-half (1/2) the cost of such insurance.
  - (c) Effective April 1, 1998, the percentage factor to calculate benefits for active participants shall be increased to 3 percent from 2.8 percent for the first twenty-five (25) years of credited service. Effective July 1, 2024, the formula, both percentage factor and final average salary, shall be revised to reflect the agreed calculation as determined through the process outlined in the memorandum of understanding, Appendix J.
  - (d) The penalty for Early Retirement 55-80 is eliminated.
  - (e) The penalty for Early Retirement 60-10 is eliminated.
  - (f) The Employer will amend the Pension Plan to include the following plan options that are cost neutral to the pension plan, for current employees and any new employee who was active as of July 1, 2002.
    - (i) 50% Joint-and-Survivor
    - (ii) 100% Joint-and-Survivor
    - (iii) 5-year guarantee
    - (iv) 10-year guarantee
    - (v) Joint-and-Survivor Pop-Up
5. Single pension participants, presently and in the future, may elect lump sum payment to an heir similar to the present provisions for married participants, with such provision to be costless to the plan.
  6. The pension plan will pay Medicare Part B premiums.
  7. Active pension participants may elect up to \$150,000 life insurance coverage naming a disabled dependent as the beneficiary, with the Employer paying one-half (1/2) of the premium cost.
  8. The Employer will have a 401(k) plan. The Employer will match 100 percent of employee contributions up to one-half of one percent (0.5%) of the employee's annual salary, with a floor of \$900.
  9. The Employer will continue to make available, at employee cost, an elder care and nursing care home insurance policy for coverage of the employee, spouse or person with whom the employee maintains a committed relationship, parents and parents-in-law.

10. The parties agree to set up a JLMC consisting of representatives from the Office of the President, Office of the Secretary Treasurer, bargaining unit(s), legal counsel, and actuaries in order to address pension issues on an ongoing basis.

### **ARTICLE XIII – SICK LEAVE**

1. Employees may take time off with pay when illness or injury prevents them from working.
2. Any employee claiming to be physically unable to work for any period longer than five (5) consecutive days must, on request of the Employer, supply a certificate from the attending physician that the employee is physically unable to work, and may be required to be examined by a doctor chosen by the Employer. If the two (2) doctors are in disagreement, they shall choose a third doctor, whose determination shall be binding. The Employer shall pay the costs of the second and third examinations.
3. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness.
4. Abuse of sick leave shall be subject to progressive discipline.
5. Long-Term Disability Insurance
  - (a) The Employer shall provide long-term disability insurance that will provide qualifying permanent employees, after a waiting period of 70 consecutive workdays, with benefits equal to 80% of the employee's salary. The 70 consecutive workday waiting period and the 12-month long-term disability plan is a total benefit that is only available over the course of three years (a triennial benefit). Any extended consecutive sick leave of more than five days will be applied to the 70 consecutive workday waiting period.
  - (b) As soon as an employee who has sufficient service to be eligible for a disability retirement under the AFL-CIO Staff Retirement Plan ("is vested") becomes disabled, they shall apply for a disability retirement under that Plan.
  - (c) If an employee who is vested has a disability but it is unclear whether the disability is permanent, the employee is entitled to a maximum of 70 consecutive work days of paid sick leave (at 100% of salary), followed by a maximum of twelve (12) months of long-term disability benefits (at 80% of salary).
    - (i) Once the employee has been absent for 70 consecutive workdays, they are required to apply for a disability retirement.
    - (ii) If the disability retirement application is approved, the employee immediately shall cease receiving long-term disability benefits.
    - (iii) If the disability retirement application is denied but the employee continues to qualify for long-term disability benefits, they may receive those benefits for a total maximum of twelve (12) months, subject to Section 5(c)(iii)a below.
      1. The employee is required to reapply for disability retirement as soon as it becomes clear the disability is permanent or once the



employee has been receiving long-term disability benefits for six (6) months, whichever is sooner.

(d)

- (i) A disabled employee who is not vested in the AFL-CIO Staff Retirement Plan is entitled to a maximum of 70 consecutive workdays of paid sick leave (at 100% of salary), followed by a maximum of twelve (12) months of long-term disability benefits (at 80% of salary), provided, however, that the employee is required to apply for a disability retirement as soon as they are vested in the AFL-CIO Staff Retirement Plan. Once the employee is vested, they shall apply for disability retirement as soon as it becomes clear the disability is permanent or at six (6) months, whichever is sooner, until they have received long-term disability benefits for twelve (12) months.
- (ii) A disabled employee may return to work provided the employee's doctor releases the employee to return to work on full duty. The return to work period will suspend the running of the 70 consecutive workday and 12-month long-term disability time periods set forth in the first sentence of Section 5(d)(i) above, which will resume if the employee's return to work is not successful. If the Employer disagrees with the medical release stating the employee may return to work, the employee will be required to be examined by a doctor chosen by the Employer. If the two (2) doctors are in disagreement, they shall choose a third doctor, whose determination shall be binding. The Employer shall pay the costs of the second and third examinations.

(e) If at any point an employee's application for disability retirement is approved, the employee immediately shall cease receiving long-term disability benefits.

6. Employees will be permitted to take up to two (2) hours for a reasonable number of non-emergency medical appointments, provided those appointments are scheduled early in the morning, late in the afternoon, or during lunch hours, where possible. Prior to recurring two hour appointments (for example, every Tuesday and Thursday), medical documentation must be submitted to Human Resources.
7. Sick leave cannot be used for cosmetic surgery, unless covered by the Health and Welfare plan, but the Employer will consider granting sick leave if complications arise from the cosmetic surgery and are of the nature where sick leave would normally be permitted or such surgery would be considered reconstructive as a result of an illness or injury or birth defect.

#### **ARTICLE XIV – LEAVES OF ABSENCE**

1. Upon written request with as much advance notice as possible, the Employer will grant employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the accrual of rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. In the absence of express permission by the Employer, employees shall not be permitted to engage in gainful employment during such leaves. This prohibition on

gainful employment shall not apply in the case of leaves granted under Sections 2, 3 and 5 of this Article. If the Employer grants or extends a leave of absence under Sections 1, 2, or 3 of this Article, it shall notify the Guild in writing.

2. In the event an employee is elected or appointed to any office or position in The News Guild or Communications Workers of America or a local of the News Guild or Communications Workers of America, this shall be considered good and sufficient cause for a leave of absence. An employee who is elected or appointed to any other labor position or a government position, may be granted a leave of absence by the Employer. In the case that the Local's union President is an employee of the AFL-CIO, the AFL-CIO will grant two (2) days per month of "union leave" for the purpose of conducting union business. The AFL-CIO will bill the local for the wages of those days.
3. Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job no longer exists, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within 90 days after release from the Armed Services.
4. An employee, on the birth or adoption of their child, or gaining of a foster child, shall be permitted to take child-rearing leave of up to six (6) weeks with pay and/or additional child-rearing leave of up to five (5) months without pay, but without loss of seniority or benefits. Paid parental leave need not be taken consecutively. However, the scheduling of such leave will be mutually agreed on in advance. Unpaid parental leave will be taken consecutively.
5. Employees shall be provided leave with supplemental pay during periods of required jury service or resulting from subpoena by any court of competent jurisdiction and, for a period not to exceed two (2) weeks, during required military reserve training or during emergency military reserve duty. Supplemental pay from the Employer shall be in an amount which when combined with pay received by the employee for such jury duty, or such military reserve training, or such emergency duty, shall equal the total regular salary that would have been received by the employee from the Employer for the same period of time. Authorized leave under this Section shall not constitute a break in continuity of service and shall be considered as service time for all rights under this Agreement.
6. Employees who are eligible voters shall receive sufficient time off, not to exceed two (2) hours, to vote on Election Day. Employees on out-of-town assignments shall utilize absentee ballots. If this is not possible, the Employer shall approve employees returning to home bases in order to vote.
7. Employees shall be allowed five (5) days' compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to spouse or person with whom the employee immediately beforehand shared a residence and had maintained a committed relationship for at least six (6) months, son, daughter (including step and foster children and children who live with the employee and for whom the employee permanently assumes and discharges parental responsibility), mother, or father. Employees shall be allowed three (3) days' compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to mother-in-law,

father-in-law, daughter-in-law, son in-law, grandmother, grandfather (including spouses' grandparents), grandchild, stepmother, stepfather, foster parent, sister, brother, or any other blood relative living under the same roof as the employee. Employees shall be allowed one (1) day of compassionate leave with pay for sister-in-law or brother-in-law, aunt, uncle, niece, or nephew. In addition, necessary time off for travel purposes as measured by the fastest practical mode of transportation shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted. Employees shall be allowed one (1) day of compassionate leave with pay for the death of a co-worker. For the purposes of this Section, a domestic partner's relatives shall be treated as spousal equivalents. Understanding that family means different things to people and recognizing employees should be supported in time of loss to the greatest extent, in consultation with Human Resources, and by mutual agreement of the parties, employees may pre-designate specific individuals which are not covered by the relationships listed in this provision.

8.

(a) Employees shall be permitted a minimum of sixteen (16) weeks per year of leave without pay, but without loss of seniority or benefits, to care for a sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship. This leave need not be consecutive. 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 or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave. For the purpose of this Section a domestic partner's relatives shall be treated as spousal equivalent.

(b) Family Leave: Employees shall be permitted up to seven (7) days of leave with pay per year to care, during a serious health condition, for a sick parent, spouse, or child (or other relative residing with the employee) person for whom the employee is the primary caregiver, or a person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship. 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. 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 caregiver, or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave.

9. Employees with five (5) years of service shall be permitted four (4) weeks' leave with pay, without loss of seniority or benefits, to care for a parent who is critically ill or suffers an acute illness, during their employment. 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 parent. Employees with five (5) years of service will be permitted four (4) weeks' leave with pay, without loss of seniority or benefits, to care for a terminally ill spouse or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship, or child/stepchild, during their employment. 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 terminal condition.

#### **ARTICLE XV – GEOGRAPHIC TRANSFERS**

1. The Employer reserves the right to transfer employees, as the conduct of its business requires, after written notice to the Guild and the affected employee and after consultation with the Guild. Such consultation shall begin no later than four (4) months prior to any anticipated transfer. The consultation shall include discussion of the Employer's operational needs and the relative seniority, skills, and experience of the affected employees. Additionally, the employees' preferences shall be taken into account, as shall any personal or family hardship such as caring for an ill spouse, child, parent or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship. Such transfers shall not be used as disciplinary measures.
2. Employees shall keep the Employer informed of locations in which the employee wishes to work.
3. Any employee asked to transfer shall have the right to meet with the Employer to seek reconsideration and to explore other options.
4.
  - (a) An employee has the right to refuse a transfer if the employee so notifies the Employer in writing within sixty (60) days of the notice pursuant to Section 1.
  - (b) Any employee who refuses a transfer under Section 4(a) shall be laid off and shall receive the severance pay and benefits described in Article VI (Layoff) Section 6. The employee shall not have recall rights.
5. There shall be no reduction in salary or impairment of other benefits as a result of such transfer.
6. The Employer will pay employees required to transfer or who exercise bumping rights in connection with a layoff a flat moving allowance of \$2,000 and the cost of moving household goods from one location to another. Costs for storage and removal therefrom will not be paid.
7. The Employer will pay the costs of three (3) trips for the employee and either the spouse or the person with whom the employee shares a residence and has maintained a committed relationship for at least six (6) months or dependent to the new home base area for the purpose of locating housing.
8. For the purpose of reimbursing expenses while the employee is finding housing, for a period of no more than sixty (60) days from the effective date of transfer, employees will

receive out-of-town per diem and hotel reimbursement at the new location. However, this period may be extended upon mutual agreement to ninety (90) days. Employees are expected to find housing as quickly as possible.

9. In the event an employee is required to move to another city as a condition of employment by the Employer and is discharged or laid off, it is agreed that the Employer will discuss with the Guild any reasonable claim for transportation or other moving expenses actually incurred in returning the employee and family to their home city.
10. No employee shall be required to transfer more than once during the term of this Agreement.
11. An employee is entitled to bid on vacant positions in accordance with Article V (Filling of Vacancies). However, the Employer shall not be required to voluntarily transfer an employee more than once.
12. An employee who is required by the Employer to transfer will be reimbursed one-half (1/2) of the usual and customary realty commission up to \$15,000 paid by the employee to a real estate agent in connection with the sale or purchase of the employee's residence.
13. An employee who is within one (1) year of being eligible to retire under the AFL-CIO Staff Retirement Plan on an unreduced benefit will not be required to accept a transfer as a condition of employment. This protection ceases to operate for an employee who works beyond the date they are eligible for such retirement.
14. Any Senior Field Representative with at least fifteen (15) years of seniority has the right to refuse a transfer so long as the employee is not eligible to retire under the AFL-CIO Staff Retirement Plan on an unreduced benefit. This protection ceases to operate for an employee who works beyond the date they are eligible for retirement.
15. If an employee is required to transfer and their home has not been sold within sixty (60) days, the issue of hardship caused by such transfer shall be referred to the joint labor-management committee established pursuant to Article XVI (Miscellaneous) Section 8(a).

#### **ARTICLE XVI – MISCELLANEOUS**

1. Bylines – An employee's byline shall not be used over their protest on any written material.
2. Bulletin Boards – The Employer agrees to provide bulletin boards for the use of the Guild.
3. 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 established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in their capacity as a representative of the Employer.
- 4.

- (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.
- (b) An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.
- (c) All letters containing derogatory notations shall be removed eighteen (18) months after issuance. This Subsection shall not apply to performance evaluations.

5.

- (a) Troubled Employee – The Employer and the Guild jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled under the existing collective bargaining contractual relationship. Our objective is to help, not harm, and is for the rehabilitation and not elimination of the employee. Any employee who seeks treatment for any of the above illnesses shall be entitled to all of the rights and benefits provided to other employees under this Agreement, but no additional rights.
- (b) The Employer and the Guild agree to implement an Employee Assistance Program through the Community Services Agency of the Metropolitan Washington Labor Council, AFL-CIO, and its nationwide counterparts.

6. All existing established past practices in a labor relations sense not altered or removed by this Agreement shall remain in effect.

7. The Employer shall continue the Dependent Care Reimbursement Account plan, established in 1991 pursuant to Section 129(a) of the Internal Revenue Code. Once claims equal or exceed the statutory maximum, the participant need not file additional claims; instead the claims already filed suffice for authorizing payment up to the maximum.

8.

- (a) A primary joint labor-management committee will be established. The Guild and the Employer shall choose their own representatives to this committee and each side shall choose its own chair. By mutual agreement, the committee shall set a regular monthly meeting time, and in no case shall meet less than ten (10) times a year unless by mutual agreement, confirmed in writing. The labor management committee will seek to address, prevent and resolve issues of mutual concern to the Employer and the Guild, as well as employees the latter represents. The labor/management committee further will be used to facilitate attaining the goals of the AFL-CIO, enable employees to be more effective and productive in accomplishing the AFL-CIO's mission, and to facilitate prompt communication and feedback on the work of the AFL-CIO and its employment policies. The committee may take up non-grievance issues that affect the relations of an employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.

The committee shall seek to jointly report on its discussions (excluding confidential employee matters) to all Guild staff within one week of each meeting. Field employee representatives participating in meetings under this Section shall generally participate via conference call or video call. For two meetings a year, the AFL-CIO agrees to bear the travel and related costs (pursuant to the AFL-CIO Travel and Expense Policy) of the attendance of one field employee union representative. In the final year of this Agreement, the AFL-CIO agrees to bear the travel and related costs (pursuant to the AFL-CIO Travel and Expense Policy) of the attendance of one field employee union representative for three meetings.

- (b) The parties will also discuss which hub or resource would benefit from a labor management committee within the hub or resource. Where challenges exist, a departmental, hub, or resource labor management committee shall be established
  - (c) To further facilitate timely communication and feedback, the Parties further agree to the policies identified in a separate Memorandum of Understanding, which shall be identified as Appendix J to this agreement.
9. Guild-represented employees are permitted to take liberal leave, using accrued but unused compensatory or annual leave to attend the AFL-CIO Guild unit's retreat held not more than once a year in conjunction with any Department's retreat.
  10. Annual driving record checks are required for all employees whose jobs require an active driver's license for work. Such employees are required to maintain an active driver's license at all times. Additionally, such employees are expected to comply with all laws related to the operation of a motor vehicle, including but not limited to laws that prohibit or limit cell phone usage, text messaging and emailing while driving.
  11. The Employer shall pay the membership dues or association fees for an employee required to have such membership or belong to such association in order to perform assigned AFL-CIO work. This provision excludes payments required under Article II (Union Security).
  12. Employees may make reasonable personal use of office equipment, including computers, provided the use does not interfere with the employee's performance of their job duties. Except for equipment, such as, without limitation, a laptop computer, assigned to an employee, office equipment shall not be removed from the Employer's premises without advance consent.
  13. Through the labor-management committee, the Employer in consultation with the Guild, shall explore emergency drop-in daycare options for employees' children. In the meantime, headquarters employees shall not bring children to work except for limited periods of time in cases of emergency or when otherwise absolutely necessary.
    - (a) Children shall not be permitted to use office computers.
    - (b) Parents shall be responsible for the costs of repairing equipment or other property damaged by their children.
    - (c) Children shall be allowed in the inner office of the Department of Support Services, but not in the shop area where machinery is located.

14. The Employer and the Guild shall select up to two (2) representatives each to serve on a joint safety and health committee. The committee shall be established within thirty (30) days after the Guild ratifies this Agreement.

#### **ARTICLE XVII – EDUCATION**

1. The Employer and the Guild shall establish an education committee consisting of two (2) representatives from the Employer and two (2) representatives from the Guild. The committee shall keep the Guild informed of available educational programs which could be of value to the Guild members.
2. When an employee is required by the Employer to take further education, the Employer will pay the cost of, and provide the time for, such education.
3. Employees may be allowed, with the approval of their department director, time off to attend classes and other relevant educational programs. Pay and expenses shall be borne by the Employer.
4. An employee who is pursuing a course of study related to work performed by the Employer, conducted by a recognized non-profit college or university, or by an educational institution accredited by nationally recognized agencies or associations, and will include continued learning education (CLE) classes, and/or professional association classes, and educational conferences. For greater clarity, an approved course of study may include online coursework and professional and technical training, so long as it meets the criteria in (b) below. The employee will be reimbursed for the costs of tuition, fees, and textbooks incidental to such a course of study up to a maximum of \$4,500 per school year (September-August). The following requirements must be met in order for an employee to be eligible for reimbursement under this provision:
  - (a) The employee must be a full-time bargaining unit employee working thirtyfive (35) hours per week while participating in the program and must have completed one (1) year of service prior to enrollment.
  - (b) The course of study must be related to an employee's current work assignment or probable future work assignment. Certification of relevance to work must be obtained from the Secretary-Treasurer prior to enrollment.
  - (c) The course of study must be on the employee's own time, unless specifically approved by the Secretary-Treasurer.
  - (d) The employee must provide evidence of satisfactory completion of the course with their application for reimbursement (a course grade of "C" or higher).
  - (e) The applicant is not eligible for educational benefits under the G.I. Bill or has not received any type of scholarship or fellowship offered by an educational institution.
  - (f) The maximum payable under this provision to any individual is \$16,000. The maximum payable to all unit employees in a single year is \$16,000. Any time the AFL-CIO reimburses the full amount of the annual cap (\$16,000) for two years in a row, the Employer and the Guild shall meet and confer regarding raising the annual cap.



## 5. Student Loan Repayment

- (a) Recruitment Bonus: After the date of ratification of this contract, newly hired employees of the AFL-CIO who will be working in the Guild unit may apply to receive up to \$2,000 toward student loan repayment. The new employee must verify that they carry student loan debt for their own education. The bonus will be paid upon the successful completion of one year's service. The amount of the bonus will be equal to the employee's verifiable debt amount up to a maximum of \$2,000.
  - (b) Retention Bonus: After the date of ratification of this contract, any employee who has worked at the AFL-CIO for five years or more may apply to receive up to \$3,000 toward student loan repayment. The employee must verify that they carry student loan debt for their own education. The bonus will be paid at the next regular pay period after the application has been reviewed. The amount of the bonus will be equal to the employee's verifiable debt amount up to a maximum of \$3,000.
  - (c) The maximum amount any employee may receive under this program is \$5,000.
6. The Guild will be given one (1) month's notice of intent to introduce new or modified equipment, machines, apparatus, computer software, or technological processes. Affected employees will be given adequate training at the expense and on the time of the Employer. Each such employee will be retained in their present position or a comparable one. If reassigned to a comparable position, the employee will suffer no reduction in pay and will receive future salary increases as if retained in their former position.

## **ARTICLE XVIII – EXPENSES AND TRANSPORTATION**

- 1. The present Employer policy concerning the payment of all legitimate expenses incurred by AFL-CIO employees in the service of the Employer shall apply. Employees using their personal vehicles for a pre-approved business trip will be reimbursed for mileage, at the IRS business rate plus an additional ten cents (\$.10) per mile, and for tolls. Employees attending a conference with the approval of their department directors shall be reimbursed for the conference fees.
- 2. Cars will not be provided by the Employer.
  - (a) Personal vehicles used in the service of the AFL-CIO shall be United Auto Workers or Canadian Auto Workers-made. The employee shall be required to pay for all repairs on the personal vehicle and to maintain the vehicle in safe operating condition.
  - (b) The Employer will reimburse employees, up to \$1000, who use their personal vehicles for work-related travel for up to 4 tires, provided the tires are made in the United States or Canada, up to two (2) times for the life of the agreement.
  - (c) An employee using a leased car provided by the Employer shall be able to spend up to \$75 for repairs without prior approval.

(d) The Employer will reimburse an employee, whose job requires a vehicle, for fifty percent (50%), up to a maximum amount of \$1,000, of the cost of the insurance coverage for the employee's personal vehicle used for work related purposes. To be reimbursed, the employee must provide proof of automobile insurance in the following amounts: \$500,000 per occurrence (\$250,000 per person), \$250,000 property damage and \$1,000 medical payments. The insurance must be itemized to indicate coverage costs for family members; coverage costs for family members will not be reimbursed.

3.

(a) Meal and incidental expenses will be reimbursed for actual receipted expenses up to the IRS High/Low government rate.

(i) Alternatively, an employee may elect quarterly to receive a flat per diem of the published IRS rate (currently \$64) instead of being reimbursed for actual receipted meal and incidental expenses. If the employee makes no election, the employee will be reimbursed for actual receipted meal and incidental expenses only and not receive the flat per diem for that quarter. The flat rate per diem will not fall below \$64 for the term of this agreement.

(ii) Payment. Reimbursement for receipted meal and incidental expenses or for a flat per diem in Sections 3(a) and 3(a)(i) above shall be paid when an employee is on assignment one-hundred (100) or more miles away from home or when an employee's assignment requires overnight lodging away from home within one-hundred (100) miles of the employee's home.

(b) When staff activities require participation in conferences or meetings where there is a registration fee that includes meals in a package, staff shall be reimbursed full per diem for travel days (first and last). The total registration fee shall be reimbursed by the Employer. When an employee is required to attend a conference, meeting or convention where meals are provided, the Employer paid per diem will be reduced by the appropriate amount in accordance with the GSA meal reduction table.

(c) Employees who are not on out-of-town per diem and engaged in State Federation lobbying at State Capitols shall be paid up to \$20 as reimbursement for actual receipted entertainment expenses while engaged in such lobbying activities.

4.

(a) The Employer will reimburse employees for actual, receipted parking expenses, other than expenses incurred as a result of commuting to and from work. Such parking expenses exceeding \$15 per day shall require a written explanation and justification.

(b) For each employee employed in a city other than Washington, D.C. the Employer will continue its practice as to that particular employee concerning providing parking or reimbursing the employee for parking expenses incurred in commuting to and from work at those offices.

5. Employees need not stay over a weekend in order to reduce travel costs, although employees are encouraged to do so if the discount would result in significant savings.
6. Employees shall submit expense reports in accordance with Employer procedures. The cost incurred in reproducing copies of the receipts shall be reimbursed by the Employer. Employees are required to have expense reimbursement made by direct deposit including other reimbursable expenses as determined by the Employer, Deposits will be made through the existing pay system and funds will be transferred in the next feasible pay cycle.
7.
  - (a) Each employee shall use a personal credit card for expenses incurred on AFL-CIO assignment, and shall arrange to have the credit card bill sent to their home address or other non-AFL-CIO address. Employees may also elect to use cash or a debit card. Changes to the organization-wide AFL-CIO Travel and Expense policy shall be consistent with this Agreement.
  - (b) If an employee presents documentation to the designated non-bargaining unit Accounting Department employee that they are unable to get a credit card because of their credit status, the AFL-CIO shall guarantee a card. Documentation presented to the non-bargaining unit employee designated by the Employer shall be treated as confidential and not used for any purpose other than to support the request for, and the use of, an AFL-CIO guaranteed card. The parties understand that the Secretary-Treasurer's Office is required to sign off on such guarantees.
  - (c) Employees shall submit expenses for reimbursement in accordance with the Employer's Travel and Expense Policy.
  - (d) The general procedures for submitting and processing expense reimbursement requests are set forth in Appendix F of this Agreement.
8. The Employer shall reimburse employees for airport parking fees or public transportation to the airport, whichever is least expensive, incurred while flying on official business.
9.
  - (a) On an assignment of two (2) or fewer days that is more than 400 miles from the employee's home, the employee has an option of driving or traveling by public transportation subject to the approval of the appropriate supervisor.
  - (b) On an extended assignment of more than 400 miles from an employee's home, intervening return trips home shall be by public transportation, unless the appropriate supervisor approves the use of the personal vehicle.
10. The Employer will allow employees, at their option, to elect a pre-tax deduction of up to the maximum amount per month permitted by the Internal Revenue Service for the cost of Metrochek/SmartBenefits or similar benefit available in the field offices.
11. There will be no monthly fee for parking in spaces provided by the AFL-CIO in Washington, D.C.. The parking spaces allotted for the Guild will not be reduced by management.

12. The Employer shall implement an IRS conforming, pre-tax, salary deduction program for the employee parking expenses incurred in commuting to work. Employees shall be allowed the maximum amount allowable by the IRS to be deducted from payroll.
13. When traveling, employees will be required to stay only in safe and clean accommodations. To the extent feasible, the accommodations will be in close proximity to the workplace. The employee's preference in accommodations will be considered by Employer.
14. Employees who are required to travel frequently by air may request reimbursement for TSA precheck one time during the life of the agreement. Reimbursement requests must be submitted within 60 days of when the expense was incurred.

### **ARTICLE XIX – CONTROLS SAVINGS CLAUSE**

If government controls are instituted affecting this Agreement, the Employer will implement this Agreement to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.

### **ARTICLE XX – TEMPORARY EMPLOYEES, GRANT FUNDED EMPLOYEES, AND FELLOWS**

1. For the purposes of this Article:
  - (a) A temporary employee is an employee who fills a seasonal position of a specified duration up to one year. Unless otherwise noted, the term "temporary employees" in this Article will refer to temporary employees and fellows.
  - (b) A grant funded employee is an employee whose employment is funded by one or more sources of funding from outside of the Federation that is specifically designated for the hiring and employment of that position. Examples of this type of funding are philanthropic and government grants.
2. Temporary and grant funded employees are covered by the terms and conditions of this Agreement except as otherwise provided in this Article.
3.
  - (a) A temporary employee shall be hired for a period not to exceed one (1) year except as otherwise agreed by the Employer and the Guild. Temporary employee job postings must specify the duration of the position, and job offers to temporary employees must specify their status, provide end dates of their employment and include Article XX of the Guild CBA.
  - (b) A grant funded employee shall be hired for a time period that mirrors the duration of the funding for the specific position. Grant funded positions will be subject to an annual review. All positions specific to a grant whose funding duration is expected to exceed four (4) years, at the time of posting, shall be posted as a regular position. If the period of the grant extends beyond four (4) years, the grant funded employee will become a regular full-time employee at the end of the fourth year of employment. Grant funded employee job postings must specify the

duration of the position, and job offers to grant funded employees must specify their status and include Article XX of the Guild CBA. When posting grant funded positions, the employer shall provide the Guild in writing the expected duration of the position.

- (c) The employer will provide the Guild with information specific to the type and expected time period of the funding used to establish each grant funded position prior to posting. There will be no more than six (6) grant funded employees at any one time during the term of this agreement. If this need arises to add additional grant funded employees, the parties will meet and discuss the possibility of additional grant funded employees as agreed to with the Guild.
4. Upon completing six (6) months of employment, temporary and grant funded employees, but not fellows, may bid on any vacancy. Fellows may bid on any vacancy upon completing nine (9) months of employment, but must complete the term of the fellowship prior to starting the new position.
  5. If a temporary or grant funded employee becomes a regular employee, their hire date will relate back to their most recent date of hire for all purposes that depend in whole or in part on length of service. The date for salary-progression purposes shall be determined by Article IX (Classification and Salary), Section 2.
  6. Temporary employees shall accrue one (1) hour of paid sick leave for each thirty-five hours of service up to a maximum of ten (10) days. On the temporary employee's first date of service, the Employer shall advance them three (3) days of paid sick leave. These sick days can be used either for personal sick days or to care for sick family members as set forth in the DC Sick and Safe Leave Act or any applicable state or local law applying to the employee's home base.
  7. Unless otherwise specified in that Article, temporary employees are covered only by sections 3, 5, 6, and 7 of Article XIV (Leaves of Absence).
  8. Temporary employees with contract lengths exceeding six (6) months will have up to three (3) weeks of paid child-rearing leave. This paid child-rearing leave will come exclusively from a vacation pool set up and managed by the Guild to provide leave to temporary employees. Bargaining unit employees will be allowed to donate to the pool as much accrued but unused vacation as they choose. If there is insufficient leave in the pool to provide the amount of paid leave specified above, the leave entitlement described in this section will be limited to any amount distributed to them by the Guild from the pool. The Guild will have sole discretion to distribute the leave from the pool. Any leave granted under this section will be in addition to any paid or unpaid statutory FMLA, or other federal, state and local leave to which the employee is entitled by law.
  9. Temporary and grant funded employees are not covered by Article VI (Layoff) of this Agreement. If the AFL-CIO terminates the employment of a temporary or grant funded employee, for reasons other than discipline, before the term of their contract they are eligible for two weeks of severance pay and one additional calendar month of paid COBRA benefits.
  10. Unless otherwise specified in that Article, temporary employees are only covered by Section 1, 4, 5, 6, 7, 8, 9, 10 and 11 of Article VIII (Hours).
  - 11.

- (a) The grievance but not the arbitration provisions of this Agreement apply to discipline or discharge during the first twelve (12) months of employment for temporary employees. Just cause does not apply to the discipline or discharge decisions during the first twelve (12) months of temporary employment. Thereafter, just cause applies.
  - (b) The grievance but not the arbitration provisions of this Agreement apply to discipline or discharge during the first six (6) months of employment for grant funded employees. Just cause does not apply to the discipline or discharge decisions during the first six (6) months of grant funded employment. Thereafter, just cause applies.
- 12. Temporary or grant funded employees shall not be used where, in effect, they would displace a regular full-time employee or preclude the posting of a full-time permanent position.
- 13.
  - (a) No more than ten (10) percent of the total bargaining unit shall be temporary on the payroll at any one time, except that during an identified time-sensitive state or national electoral or issue campaign no more than eighteen (18) percent of the total staff complement shall be temporary on the payroll at any one time. In the event of extenuating circumstances, the Employer and the Guild will meet and confer before any final decision is made by the Employer to increase the cap.
  - (b) The following shall not be taken into account in calculating the percentages under this section: interns, Union Summer participants and staff hired for that program, and temporary staff filling in for a permanent employee on leave under Article XIII (Sick Leave) and Article XIV (Leaves of Absence).
- 14. Direct deposit, as provided in Article IX (Classification and Salary Schedule), Section 7, is required for temporary employees.
- 15.
  - (a) Article XVII (Education), Section 5 shall not apply to temporary employees and may not be used as a recruitment tool for temporary employees. However, any temporary employee who converts to regular status will be eligible to apply for both the recruitment and retention bonuses pursuant to Article XVII (Education), Section 5.
  - (b) Article XVII (Education), Section 5 shall only apply to grant funded employees after completion of twelve (12) months of employment.
- 16. If the employees' temporary position is ended by the Employer, but the employee then returns within six (6) months or less, the time of non-employment shall not be counted as employment at the AFL-CIO, but shall not constitute a break in service for purposes of this Section. Consecutive periods of temporary employment described in this Section shall not exceed one (1) year, except as agreed by the Employer and the Guild. Combined temporary terms of employment that exceed eighteen (18) months, where the break between the terms was one (1) month or less, shall automatically convert the employee to regular status and begin a probationary period as described in this contract absent a prior agreement between the Employer and the Guild.

17. If the same temporary position is reposted within 3 months of the completion of employment in the position (excluding an employee quitting who resigns or is being terminated for disciplinary reasons), that position shall be posted as a regular full time position, with the exception of a national campaign or a time sensitive organizing campaign.
18. The HR Department, to the best of its ability, shall provide job placement assistance for temporary employees terminated for non-disciplinary reasons.
19. The parties acknowledge that the provisions specific to grant funded employees are agreed to on a trial basis for the term of this agreement.

#### **ARTICLE XXI – PART-TIME EMPLOYEES, CONSULTANTS, AND AFFILIATE STAFF**

The Employer shall meet and discuss with the Guild at least one (1) week before hiring part-time employees or contracting with consultants to perform work normally performed within the Guild's bargaining unit. Such persons may be utilized for a period of up to six (6) months, or longer subject to agreement with the Guild. The foregoing provisions apply to staff of AFL-CIO affiliates when their work is work normally performed within the Guild bargaining unit and is directed and supervised by the AFL-CIO during a project of more than one (1) month's duration. It is further agreed that upon these jobs becoming permanent, negotiations will begin immediately with the Guild to cover these jobs under the Agreement. Such part-time employees, consultants, or affiliate staff shall not be used where, in effect, they would displace a regular full-time employee. Upon the Guild's request, but no more than quarterly, the AFL-CIO will review with the Guild a list of the AFL-CIO's contractors.

#### **ARTICLE XXII – NO DISCRIMINATION/NO HARASSMENT**

The provisions of this Agreement shall be applied without discrimination on the basis of age, sex, race, creed, color, sexual orientation or preference, gender identity, gender expression, national origin, religious beliefs, or disability.

The AFL-CIO is committed to providing a work environment in which all employees are treated with respect and dignity. Employees have the right to work in an atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Accordingly, the AFL-CIO prohibits and will not tolerate harassment based on race, color, creed, religion, sex, sexual orientation or preference, pregnancy, gender identity or expression, age, national origin, disability, or any other protected characteristic as established by law. Employees who believe they have experienced conduct which violates this paragraph may file a grievance or pursue a complaint under the Anti-discrimination/Anti-harassment Policy or the Code of Conduct.

#### **ARTICLE XXIII – RESPECT AND DIGNITY**

1. The Employer and the Union agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the AFL-CIO and to meet the highest standards in such service.
2.
  - (a) The parties agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the AFL-CIO with dignity and respect.

(b) DECLARATION OF LGBTQ+ SOLIDARITY

The Employer and the Guild recognize that LGBTQ+ people are an increasing and essential section of organized labor and that LGBTQ+ rights and protections are a necessary part of modern-day bargaining agreements. The parties also agree that although LGBTQ+ people have won many civil rights nationwide, there remain a number of legal forms of discrimination against the LGBTQ+ community that union contracts must defend against. In keeping with Article II, Sections 4, 7, and 13 of the AFL-CIO's Constitution, the Employer and the Guild include this section to ensure equality among employees regardless of sex, sexual orientation, gender identity, or gender expression.

(c) The Employer and the Guild agree to protect the rights of LGBTQ+ employees in accordance with Title VII of the Civil Rights Act of 1964 and Executive Orders 11246 and 13988. In addition, the Employer and the Guild vow to defend and uplift the personhood and freedom of LGBTQ+ employees, LGBTQ+ family members and loved ones of employees, and LGBTQ+ workers across the country.

(d) Pursuant to Articles XXII and XXIII, the Employer prohibits and shall not tolerate discrimination based on sex, sexual orientation, gender identity, or gender expression.

(i) Prohibited harassment shall include offensive comments and/or actions and/or exclusion from that to which an employee would otherwise have a right or privileges, which demean or belittle an employee and/or cause personal humiliation, on the basis of sexual orientation or gender.

(ii) Prohibited harassment shall also include the intentional and malicious use of incorrect names or pronouns for an employee, including a refusal to remove outdated names and descriptions from the Employer's records to the greatest extent possible.

(iii) Discrimination, alienation, intimidation, silencing, coercion, restriction, or differential treatment of an employee as a result of their sexual orientation, gender identity or gender expression shall not be tolerated.

(e) The Employer and the Guild agree to use gender-neutral pronouns and inclusive language throughout this Agreement , as well as in job postings, presentations, trainings, and administrative communications to the greatest extent possible.

(i) In this Agreement, "they/them/theirs" shall be used as the gender-neutral pronoun and shall be used for persons both singular and plural.

(ii) Regarding parental leave, the terms "birthing parent" or "pregnant employee" shall be used.

(iii) The Employer's internal databases and systems shall include multiple gender categories and sets of honorifics for employees to use outside of the standard male/female distinctions, to the greatest extent possible.

(f) Guild members in domestic partnerships, civil unions, and marriages shall receive all the same benefits and protections for their partners and dependents,



regardless of the gender or sex assigned at birth of either the member or their partner, to the greatest extent of the law, equal to the benefits and protections extended to members in opposite-sex marriages, civil unions, and domestic partnerships.

- (g) Qualifying rules for benefits, such as proof of relationship and length of cohabitation, shall not discriminate on the basis of sexual orientation, gender identity, or gender expression.
- (h) Dependents of same-sex domestic partners and spouses shall be eligible for coverage under the health plans and any other benefits as if they were dependents of the employee.
- (i) The Employer shall, to the greatest extent possible, ensure that coverage for healthcare services and availability of medical leave be made available on the same terms for all individuals for whom the services or leave are medically appropriate, regardless of sex assigned at birth, sexual orientation, gender identity, or recorded gender. "Medically appropriate" shall be understood to mean services, products, or leave requests that: a) improve or preserve life, health, or function; b) slow the deterioration of life, health, or function; or c) for the early screening, prevention, evaluation, diagnosis, or treatment of a disease, condition, illness, or injury.
- (j) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender, and ensure that all workplace-related documents are also amended to the best of the Employer's ability. This may include name tags, employee IDs, email addresses, organizational charts, health care coverage, schedules and human resources documents.
- (k) The Employer shall not ask any applicants or employees to prove their gender identity or transgender status. In cases where documentation is required for medical or administrative purposes, the Employer shall not request any documentation from transgender employees that they would not request from cisgender employees under similar circumstances.
- (l) The Employer and the Guild agree to protect the privacy and safety of LGBTQ+ employees at all times. Employees are permitted to voluntarily disclose their sexual or gender identity, but are not required to do so, and employees that choose not to will not be penalized or suffer any loss of benefits or opportunities.
- (m) The Employer and the Guild may collect voluntarily submitted data regarding gender and sexuality for their diversity and inclusion goals.
- (n) The Employer and the Guild agree to prohibit the sharing of information regarding an employee's gender identity or sexual orientation without the individual's express permission.
- (o) The Employer shall guarantee access to single-stall gender-neutral bathrooms at the HQ office. The Employer shall allow employees and applicants to use restrooms and changing rooms consistent with their gender identity.
- (p) The Employer shall not institute or enforce gender-based dress codes.

- (q) The Employer agrees to support transgender employees by offering the option to create a transition or support plan.
- (i) The transition or support plan shall lay out objectives, timing, and processes for informing coworkers of the employee's transition, updating the Employer's documentation of the employee to reflect their transition, informing the employee of anti-harassment resources offered by the Employer, and planning medical leaves where required.
  - (ii) The transition or support plan shall be shared only on a need-to-know basis and only with the transgender employee's explicit consent.
  - (iii) The Employer shall work with the Guild and the employee to tailor a transition or support plan to the employee's particular needs.
3. The Employer agrees to work closely with the Union, through the Union Representative, the Shop Steward, the labor-management committees and education committee to explore all reasonable means to help employees improve their performance and to enjoy success on the job.
4. It is the intent of the parties, as is reasonably practical, to include employees in discussion of departmental work plans and goals.
5. The parties agree each employee's work assignments or directives shall be consistent with the intent of the above statements.
6. This Article shall not be subject to the grievance and arbitration provisions of this Agreement, except for (2) above.

#### **ARTICLE XXIV - MANAGERMENTS' RIGHTS**

The Employer retains its traditional management rights not limited by this Agreement.

**ARTICLE XXV- DURATION AND RENEWAL**

This Agreement will take effect as of April 1, 2023 and remain in effect until March 31, 2027. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement. If negotiations do not result in a new Agreement prior to March 31, 2027, the new Agreement shall be made retroactive to the expiration of this Agreement, but in no event shall the new Agreement be retroactive for a period of more than one hundred twenty (120) days from the expiration of this Agreement except by mutual consent.

**For the Employer**

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Date: 12/21/2023

**For the Guild**

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Date: 12/21/23

## **Memorandum of Agreement**

Upon ratification of this agreement the AFL-CIO agrees that salary, per diem, and expense increases shall be paid retroactively to April 1, 2023

## **MEMORANDUM OF AGREEMENT**

The American Federation of Labor and Congress of Industrial Organizations (“Employer”) and the Washington-Baltimore News Guild, Local 32035 (“Guild”) agree as follows:

1. In the event entities similar to the Center for Working Capital are created, the Employer and the Guild shall meet to confer concerning the status of the entities' employees.

## **MEMORANDUM OF UNDERSTANDING - EXPEDITED ARBITRATION APPLICABLE TO ARTICLE VI**

The Guild and the Federation agree any grievance filed disputing the determinations made under Article VI (Layoff), Sections 5(a) and Section 7, shall be subject to the procedures set forth herein.

1. Grievances shall be filed in writing within fifteen (15) calendar days of the determination.
2. A grievance meeting shall be convened within seven (7) calendar days of receipt of the grievance.
3. If a grievance meeting is convened, the Employer has seven (7) calendar days to respond in writing to the grievance unless the parties mutually agree to advance directly to arbitration (# 5 below).
4. Within seven (7) calendar days of the response or the date the response was due, the Guild may notify the Employer in writing of its intent to invoke expedited arbitration.
5. Immediately after ratification of this contract, the parties shall create a standing panel of two (2) arbitrators to hear cases under this Memorandum. If a party fails to nominate a member for the Panel, the failure shall not be a cause for delay. The arbitration will proceed with the single panelist nominated.
6. Within seven (7) days of the Guild's notice to arbitrate, the parties shall select the first arbitrator on the list who is available to serve within thirty (30) days of selection.
7. The hearing shall be scheduled within thirty (30) days of the selection of the arbitrator, on a date mutually agreed upon by the parties. If the parties cannot agree upon a date, the arbitrator shall set a date.
8. There shall be no transcript or post-hearing briefs.
9. The arbitrator shall issue an award within ten (10) days of the hearing, with a written opinion to follow within thirty (30) days.
10. The costs of the arbitrator shall be borne equally by the parties.
11. The arbitrator's decision shall be final and binding.

## APPENDIX A – SALARY SCHEDULE

Grade/Step	4/1/2023		4/1/2024		4/1/2025		4/1/2026	
	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary
GUV1 Step 1	\$109,959.18	\$2,114.60	\$114,357.55	\$2,199.18	\$118,360.07	\$2,276.16	\$121,614.97	\$2,338.75
GUV1 Step 2	\$113,256.05	\$2,178.00	\$117,786.29	\$2,265.12	\$121,908.81	\$2,344.40	\$125,261.30	\$2,408.87
GUV1 Step 3	\$116,951.23	\$2,249.06	\$121,629.28	\$2,339.02	\$125,886.30	\$2,420.89	\$129,348.17	\$2,487.46
GUV1 Step 4	\$120,299.83	\$2,313.46	\$125,111.82	\$2,406.00	\$129,490.74	\$2,490.21	\$133,051.73	\$2,558.69
GUV1 Step 7	\$123,514.75	\$2,375.28	\$128,455.34	\$2,470.29	\$132,951.27	\$2,556.76	\$136,607.43	\$2,627.07
GUV1 Step 10	\$124,749.89	\$2,399.04	\$129,739.89	\$2,495.00	\$134,280.79	\$2,582.32	\$137,973.51	\$2,653.34
GUV1 Step 14	\$125,997.39	\$2,423.03	\$131,037.29	\$2,519.95	\$135,623.59	\$2,608.15	\$139,353.24	\$2,679.87
GUV1 Step 21	\$127,257.37	\$2,447.26	\$132,347.66	\$2,545.15	\$136,979.83	\$2,634.23	\$140,746.77	\$2,706.67
GUV2 Step 1	\$99,212.74	\$1,907.94	\$103,181.25	\$1,984.25	\$106,792.59	\$2,053.70	\$109,729.39	\$2,110.18
GUV2 Step 2	\$102,569.44	\$1,972.49	\$106,672.22	\$2,051.39	\$110,405.74	\$2,123.19	\$113,441.90	\$2,181.58
GUV2 Step 3	\$106,316.35	\$2,044.55	\$110,569.01	\$2,126.33	\$114,438.92	\$2,200.75	\$117,585.99	\$2,261.27
GUV2 Step 4	\$110,233.45	\$2,119.87	\$114,642.79	\$2,204.67	\$118,655.29	\$2,281.83	\$121,918.31	\$2,344.58
GUV2 Step 7	\$114,663.73	\$2,205.07	\$119,250.28	\$2,293.27	\$123,424.04	\$2,373.54	\$126,818.20	\$2,438.81
GUV2 Step 10	\$115,810.37	\$2,227.12	\$120,442.78	\$2,316.21	\$124,658.28	\$2,397.27	\$128,086.38	\$2,463.20
GUV2 Step 14	\$116,968.47	\$2,249.39	\$121,647.21	\$2,339.37	\$125,904.86	\$2,421.25	\$129,367.24	\$2,487.83
GUV2 Step 21	\$118,138.15	\$2,271.89	\$122,863.68	\$2,362.76	\$127,163.91	\$2,445.46	\$130,660.92	\$2,512.71
GUV3 Step 1	\$88,873.32	\$1,709.10	\$92,428.26	\$1,777.47	\$95,663.25	\$1,839.68	\$98,293.98	\$1,890.27
GUV3 Step 2	\$92,445.71	\$1,777.80	\$96,143.54	\$1,848.91	\$99,508.57	\$1,913.63	\$102,245.05	\$1,966.25
GUV3 Step 3	\$95,184.68	\$1,830.47	\$98,992.07	\$1,903.69	\$102,456.79	\$1,970.32	\$105,274.35	\$2,024.51
GUV3 Step 4	\$98,544.51	\$1,895.09	\$102,486.29	\$1,970.89	\$106,073.31	\$2,039.87	\$108,990.32	\$2,095.97
GUV3 Step 7	\$103,085.18	\$1,982.41	\$107,208.59	\$2,061.70	\$110,960.89	\$2,133.86	\$114,012.31	\$2,192.54
GUV3 Step 10	\$104,116.03	\$2,002.23	\$108,280.67	\$2,082.32	\$112,070.50	\$2,155.20	\$115,152.43	\$2,214.47
GUV3 Step 14	\$105,157.19	\$2,022.25	\$109,363.48	\$2,103.14	\$113,191.20	\$2,176.75	\$116,303.96	\$2,236.61
GUV3 Step 21	\$106,208.76	\$2,042.48	\$110,457.11	\$2,124.18	\$114,323.11	\$2,198.52	\$117,467.00	\$2,258.98
GUV4 Step 1	\$72,254.35	\$1,389.51	\$75,144.52	\$1,445.09	\$77,774.58	\$1,495.66	\$79,913.38	\$1,536.80
GUV4 Step 2	\$74,386.81	\$1,430.52	\$77,362.28	\$1,487.74	\$80,069.96	\$1,539.81	\$82,271.88	\$1,582.15
GUV4 Step 3	\$77,012.96	\$1,481.02	\$80,093.47	\$1,540.26	\$82,896.75	\$1,594.17	\$85,176.41	\$1,638.01
GUV4 Step 4	\$79,578.64	\$1,530.36	\$82,761.79	\$1,591.57	\$85,658.45	\$1,647.28	\$88,014.06	\$1,692.58
GUV4 Step 5	\$81,426.87	\$1,565.90	\$84,683.94	\$1,628.54	\$87,647.88	\$1,685.54	\$90,058.20	\$1,731.89
GUV4 Step 14	\$83,460.41	\$1,605.01	\$86,798.82	\$1,669.21	\$89,836.78	\$1,727.63	\$92,307.29	\$1,775.14
GUV4 Step 21	\$84,244.57	\$1,620.09	\$87,614.35	\$1,684.89	\$90,680.85	\$1,743.86	\$93,174.57	\$1,791.82

Grade/Step	4/1/2023		4/1/2024		4/1/2025		4/1/2026	
	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary
GUI5 Step 1	\$60,627.11	\$1,165.91	\$63,052.19	\$1,212.54	\$65,259.02	\$1,254.98	\$67,053.64	\$1,289.49
GUI5 Step 2	\$63,750.69	\$1,225.97	\$66,300.71	\$1,275.01	\$68,621.24	\$1,319.64	\$70,508.32	\$1,355.93
GUI5 Step 3	\$65,434.97	\$1,258.36	\$68,052.37	\$1,308.70	\$70,434.20	\$1,354.50	\$72,371.15	\$1,391.75
GUI5 Step 4	\$67,108.63	\$1,290.55	\$69,792.98	\$1,342.17	\$72,235.73	\$1,389.15	\$74,222.21	\$1,427.35
GUI6 Step 1	\$48,319.81	\$929.23	\$50,252.61	\$966.40	\$52,011.45	\$1,000.22	\$53,441.76	\$1,027.73
GUI6 Step 2	\$52,632.72	\$1,012.17	\$54,738.03	\$1,052.65	\$56,653.86	\$1,089.50	\$58,211.84	\$1,119.46
GUI6 Step 3	\$56,933.18	\$1,094.87	\$59,210.51	\$1,138.66	\$61,282.87	\$1,178.52	\$62,968.15	\$1,210.93
GUI7 Step 1	\$40,121.59	\$771.57	\$41,726.45	\$802.43	\$43,186.88	\$830.52	\$44,374.52	\$853.36
GUI7 Step 2	\$42,902.32	\$825.04	\$44,618.42	\$858.05	\$46,180.06	\$888.08	\$47,450.01	\$912.50
GUI7 Step 3	\$45,681.81	\$878.50	\$47,509.08	\$913.64	\$49,171.90	\$945.61	\$50,524.13	\$971.62
GUI7 Step 4	\$48,462.55	\$931.97	\$50,401.05	\$969.25	\$52,165.09	\$1,003.17	\$53,599.63	\$1,030.76



**APPENDIX B – EXCLUDED POSITIONS\***

\*(Current as of April 1, 2006; to be updated)

Name	Title	Department
Cannon, Shari	Controller	Accounting
Dyer, David	Assistant to Controller	Accounting
Loesberg, A Izetta	Budget & Expense Administrator	Accounting
Lomonaco, Lizabeth	Assistant to Controller	Accounting
Oong, Jennifer	Payroll Administrator	Accounting
Sheth, Anshu	Assistant Controller	Accounting
Cole, Regina	Broadcast and A/V Manager	Broadcast
Pelles, Rosalyn	Civil Rights Director	Civil, Human & Women's Rights
Bank, Richard	Director of Collective Bargaining	Collective Bargaining
Francy, Steven	Director – RN Industry Coordinating Committee	Collective Bargaining
Zobrisky, Mark	Facilities Manager	Facility Management
Maddox, Timothy	Director	Field Department
Mercer, Kim	Administrator	Field Department
Sarmiento, Anthony	Executive Director-NSCERC	General Administration
Avendano-Denier, Ana	Associate General Counsel	General Counsel
Cheselka, Susan	Coord Article XX, XXI	General Counsel
Coppess, James	Associate General Counsel	General Counsel
Gold, Laurence	Associate General Counsel	General Counsel
Greenfield, Deborah	Associate General Counsel	General Counsel
Hiatt, Jonathan	General Counsel	General Counsel
Mumgaard, David	Associate General Counsel	General Counsel
Rhinehart, Lynn	Associate General Counsel	General Counsel
Schiffer, Nancy	Associate General Counsel	General Counsel
Silvers, Damon	Associate General Counsel	General Counsel
Connolly, Samantha	Assistant to the Director	Human Resources
Garland, Karleen	Director of Human Resources	Human Resources
Silver, Emily	Assistant Director	Human Resources
Smith, Kathleen	Special Projects Coordinator	Human Resources
Graham, Dennis	Manager of Political Systems Development	Information Technology
Jansen, George	Manager for Systems & Database Programming	Information Technology
Khan, Nadeem	Manager of E Initiatives & Communication Systems	Information Technology

Laplant, Sue	Manager of Political Information Operations	Information Technology
Mountjoy, William	Director of Information Technology	Information Technology
Gacek, Stanley	Associate Director	International
Schantz, Penny	International Representative	International
Shailor Borosage, Barbara	Director of International	International
Walsh, Louise	Global Programs Director	International
Zellhoefer, Jerald	European Representative	International
Baugh, Robert	Industrial Unions Coordinator	Legislation
Blackwell, Ronald	Chief Economist	Legislation
Lee, Thea	Deputy Director for Public Policy	Legislation

Name	Title	Department
Levi, Gerron	Deputy Director for Congressional Relations	Legislation
Samuel, William	Legislation Director	Legislation
Seminario, Margaret	Director of Safety & Health	Legislation
Windham, Anna	Deputy Director/Outreach & Development	Media Outreach
Whalen, Sheryl	Director of Meetings & Travel	Meetings and Travel
Pedrotty, Daniel	Director – Office of Investment	Office of Investment
Bouey, Terese	Assistant Director for Community Labor Alliances	Office of State and Local Affiliates
Cavanaugh, Michael	Director – Office of State and Local Affiliates	Office of State and Local Affiliates
Ebenreiter, Diane	Asst Dir, Office of State & Local Central Bodies	Office of State and Local Affiliates
Morris, Amy	Assistant to the Director	Office of State and Local Affiliates
Walker, Naomi	Director	Office of State Government Affairs
Chavez-Thompson, Linda	Executive Vice President	Office of the Executive Vice President
Washington, Susan	Exec Assistant to the Executive Vice President	Office of the Executive Vice President
Duncan, Sr., Wilburn	Special Assistant to the President	Office of the President
Holt-Baker, Frances	Special Assistant to the President	Office of the President
Mills, Nancy	Deputy Chief of Staff	Office of the President
Shea, Gerald	Special Assistant to the President	Office of the President
Sweeney, John	President	Office of the President
Welsh, John	Assistant to the President for Administration	Office of the President

Welsh, Robert	Executive Assistant to President	Office of the President
Womack, Richard	Asst to the President for Constituency Relations	Office of the President
Burton, Bradley	Executive Assistant to S/T	Office of the SecretaryTreasurer
Gray, Timothy	Administrative Director-Special Projects	Office of the SecretaryTreasurer
Jurczak, Joseph	Assistant to Secretary Treasurer	Office of the SecretaryTreasurer
Trumka, Richard	Secretary-Treasurer	Office of the SecretaryTreasurer
Acuff, Stewart	Organizing Director	Organizing
Adler, Glenn	CSR Deputy Director	Organizing
Azcarate, Federico	Director, Voice@Work Campaign	Organizing
Baker, David	Assistant Director	Organizing
Casavant, Kathleen	Assistant Director	Organizing
Eckstein, David	Assistant Deputy Director	Organizing
Luebke, Melvin	Deputy Director of Organizing	Organizing
Masciola, Robert	CSR Deputy Director	Organizing
McKenzie, Sarah	Director of the OI	Organizing
Mendoza, Arturo	Field Campaign Director	Organizing
Morton, Kimberly	Administrator	Organizing
Scott, Patrick	Deputy Director – Organizing Institute	Organizing
Name	Title	Department
Zinn, Kenneth	CSR Deputy Director	Organizing
Ackerman, Karen	Political Director	Political - Headquarters
Collins, Stephanie	Staff Administrator	Political - Headquarters
Lemmon, Paul	Field Director	Political - Headquarters
Miller, Ann	Assistant to the Director	Political - Headquarters
Podhorzer, Michael	Deputy Director for Political Strategy	Political - Headquarters
Anderson, Todd	Regional Director – Midwest	Political - Midwest Region
Barchiesi, Richard	Special Assistant to the Field Director	Political - Northeast Region
Felder, Sandra	Regional Director - Northeast	Political - Northeast Region
Johnson, Kenny	Regional Director - South Region	Political - South Region
Acosta, Gerardo	Regional Director – West Region	Political - West Region
Mitchell, Denise	Assistant to President for Public Affairs	Public Affairs
Connell, Tula	Managing Editor	Publications

Jablonski, Donna	Deputy Director – Publications, Web & Broadcast	Publications
Kenngott, Christine	Working Families Network Manager	Publications
Anderson, Larry	Support Services Director	Support Services
Cole, Pocahontas	Purchasing Manager	Support Services
Adriani, Victor	Special Assistant	Working America Department
Ball, Teresa	Assistant Director	Working America Department
Fox, Robert	Deputy Director of Working America	Working America Department
Nussbaum, Karen	Assistant to the President	Working America Department

## APPENDIX C – PAY GRADE ADVANCEMENT EXAMPLES

Two examples are set forth below to illustrate the operation of Article IX (Classification and Salary Schedule), Section 2(b), when an employee advances to a higher pay grade.

### Example 1

The employee completed twenty-one (21) years of AFL-CIO employment April 1, 1997, and is promoted July 1, 1998, to Guild Grade I from Guild Grade III. The employee was being paid at Guild Grade III, Step 21, or \$1,432.74 weekly prior to being promoted. On promotion the employee advances to Guild Grade I, Step 1, at a weekly salary of \$1,504.61.

On each anniversary date of being promoted, i.e., July 1, the employee advances to the next step until the employee reaches the 21st-Year step on July 1, 2004—on the sixth anniversary of having been promoted.

### Example 2

The employee was hired January 15, 1992, in Guild Grade II. As of January 15, 1995, the employee went to the 4th-Year step of Grade II. The employee remained at that salary level in 1998, having not completed seven years of employment to qualify for the next-higher step. On June 29, 1998, the employee is promoted to a Guild Grade I position.

At the time of being promoted the employee was paid Grade II, Step 4, or \$1,508.39 weekly. On promotion, the employee went to Guild Grade I, Step 2, since Step 1 of Grade I is less than what the employee was being paid. The employee's salary as of June 29, 1998, is \$1,550.22 in Grade I, Step 2.

On completing seven (7) years of employment, January 15, 1999, the employee's pay does not change. On the first anniversary of being promoted, the employee goes to Grade I, Step 3. On the second anniversary of the promotion, the employee goes to Grade I, Step 4. On the third anniversary of the promotion, June 29, 2001, the employee goes to Grade I, Step 7.

On completing fourteen (14) years of employment, January 15, 2006, the employee goes to Step 14 of Grade I. The employee reaches the 21st-Year Step after completing 21 years of AFL-CIO employment on January 15, 2013.

## APPENDIX D – INTERNS, MEMORANDUM OF AGREEMENT

The American Federation of Labor and Congress of Industrial Organizations (“Employer”) and the Washington-Baltimore News Guild Local 32035 (“Guild”) agree as follows:

1. The Intern Program of the AFL-CIO is intended to provide training and experience opportunities in the labor movement and allow interns to participate in the work force on behalf of progressive causes.
2. Interns are covered by the terms and conditions of by the terms and conditions of the AFL-CIO/Guild collective bargaining agreement, “Contract,” except as otherwise provided by this Memorandum of Agreement, “Agreement.”
3. For the purposes of this Memorandum of Agreement, an intern is a paid full-time salaried-temporary employee who fills a position of a specified duration for a period of not less than four (4) months and not to exceed twelve (12) months. In no other case will the term of the intern exceed twelve (12) months without agreement with the Guild. An intern who receives only a stipend and/or expenses is not covered by this Agreement. An intern who has been on the payroll for more than four (4) months on the date this Agreement is signed may continue as an intern for one (1) year from the date this Agreement is signed.
4. If an intern becomes a permanent employee, their hire date shall relate back to the first day of hire as an intern for all purposes that depend in whole or in part on length of service except for the probationary period in accordance with Section 11 below.
5. Interns shall accrue one (1) day of paid sick leave for each month of service.
6. Interns shall accrue one (1) day of paid vacation for each month of service.
7. After the completion of thirty (30) consecutive days, interns shall receive health-care coverage under the UHC plan or a Health Maintenance Organization, where available, and shall receive life and accidental death insurance under Article XII (Group Insurance and Retirement), Section 2 of the Contract. Upon attaining permanent employee status, such an employee may change to any of the health plans provided by the Employer.
8. Interns are not covered by: Article VI (Layoff); Article VIII (Hours); Article X (Vacation); Article XIV (Leaves of Absence) Sections 1, 2, 4, 8 and 9 except as otherwise required by law; Article XVII (Education); Article IX (Classification and Salary Schedule); Article XXIII (Respect and Dignity), Section 2; Article XVI (Miscellaneous) Sections 9 and 13, of the Contract.
9. Interns are covered under Article XVIII (Expenses and Transportation) for the following Sections only: Sections 1, 3, 4, 7, 9 and 11 of the Agreement.
10. The grievance but not the arbitration provisions of the Contract apply to discipline or discharge of interns. Just cause does not apply to the discipline or discharge of interns.
11. Upon completing six (6) months of employment, interns may bid on any vacancy.
12. If an intern bids into a Guild position or if the intern’s position becomes permanent and they bid into the position, the employee shall serve a probationary period for new permanent employees as provided in Article IV (Job Security), Section 1 of the Contract but the length of that probationary period shall be four (4) months.

13. Upon execution of this agreement, the Employer shall place each currently employed intern on the Classification and Salary schedule at Grade 7, at a step determined by the Employer. Interns hired after the effective date of this agreement shall be placed on the Classification and Salary schedule at Grade 7 at a step determined by the Employer.
14. Article XX (Temporary and Project Employees), Section 23 does not include the employment of interns.
15. The AFL-CIO shall not bear any costs associated with interns attending the AFL-CIO Guild unit's retreat. Interns are permitted to take liberal leave, using annual leave to attend the AFL-CIO Guild unit's retreat held not more than once a year in conjunction with any Department's retreat.
16. Article XV (Transfers) does not apply to interns. The Employer reserves the right to transfer interns as operational needs dictate, including transfer to headquarters, as well as to assign interns to multiple projects simultaneously.
17. When the Employer provides housing with kitchen facilities, the out-of-town per diem for interns shall be \$30. Otherwise, the per diem shall be in accordance with Article XVIII (Expenses and Transportation), Section 3 of the Contract.

## APPENDIX E – EXPENSE PROCEDURE LETTER OF AGREEMENT

The following procedures shall be incorporated into the Expense Policy:

1. Employees shall submit requests for reimbursement, with receipts or other appropriate documentation, covering expenses incurred within a period of two (2) weeks or less. The requests shall be submitted within fifteen (15) work days of the date the expenses are incurred. Employees may submit reimbursement requests as soon as the expense is incurred.
2. Once the employee's properly documented request for reimbursement is received by the appropriate department via Concur, the Employer shall process reimbursements within fourteen (14) work days and reimbursement shall be made not later than on the fifteenth (15) work day. If the Employer is unable to process the reimbursement request within that time period, the Employer shall advance the employee the amount requested on the 15th day, and then make any necessary adjustment in subsequent expense reimbursement(s).
3. In the event a report is found to be incomplete, Accounting Department shall notify the employee of the missing documentation. Once proper documentation is received, Section 2 of this Letter of Agreement shall apply.
4. If an employee believes bearing the AFL-CIO business expense for an assignment constitutes a hardship, the employee can raise the issue with the appropriate manager, without being disciplined or excluded from future assignment. The Employer shall discuss the problem and possible solutions with the employee. No employee may refuse an assignment under this paragraph.
5. Airfare, car rentals, and housing.
  - (a) The Employer shall provide for payment of airfare and applicable car rentals through master accounts. Effective no later than June 1, 2016, the employer shall provide the option of direct billing or master account billing hotel and lodging expenses to the greatest extent possible.
  - (b) If an employee is renting a car for both business and personal use, and they charge the rental car to their credit card, they shall submit only the business expense for reimbursement. However, if the rental car is direct billed, the current practice of the employee's submitting a personal check for the personal portion along with the expense report shall continue.
  - (c) Provisions for corporate housing or direct billing of housing expenses will be addressed in the Expense Policy.
  - (d) No changes in the terms of this Letter of Agreement shall be made during the life of this Agreement without the express consent of the Guild.
  - (e) Employees will submit expense reimbursements in accordance with the AFL-CIO Travel and Expense Policy.



If, upon review by the Accounting Department or the appropriate Department manager, there is an unauthorized expense,

1. the employee will be responsible to reimburse the AFL-CIO for this expense;
  2. the employee may be subject to discipline if the circumstances warrant subject to Article IV Section 2.
6. For any unauthorized out of policy expenses that are not repaid within a thirty-day period after notice, the Accounting Department will hold a future expense reimbursement until the delinquency has been paid in full.

## **APPENDIX F – SUCCESSORSHIP CLAUSE**

This Agreement shall be binding upon the successors and assigns including an entity resulting from any affiliation or merger (hereinafter "successors") of the Employer through March 31, 2027. The Employer promises that in such an event it will secure an enforceable agreement, in writing, of the successor to assume the Employer's obligations under this Agreement through March 31, 2027.

Upon request, the Employer shall provide information to the Guild in accordance with its legal obligations.

The Employer agrees to notify the Union of any such event at least thirty (30) days prior to the effective date of any such transaction.

## **APPENDIX G – MEAL BREAKS**

Meal breaks may be taken at irregular times or not at all, at the employee's option, between the hours of 11 a.m. and 2:00 p.m., absent work related circumstances that prevent lunch from being taken during that period.

## **APPENDIX H - GUIDING PRINCIPLES/SHARED VISION AROUND PROFESSIONAL DEVELOPMENT FOR MANAGERS AND STAFF**

The federation is committed to professional development for all managers and staff consistent with our goal of bringing excellence to all of the federation's work. Our objective is to build a strong team working towards a shared vision.

The federation and the Guild agree that there should be an ongoing annual commitment to staff development and training and a commitment to management training for managers. The federation and the Guild recognized that we have a shared commitment to working people and that we want to create the most efficient team across Hub, Resource, Department, management, unit, district, region, field, and HQ lines.

The federation is committed to appropriately "onboarding" new employees including first day introductions and orientation and also intends to restart full day new staff orientation. Full day orientation will be held at least biannually with all new staff since the last orientation or as HR deems appropriate, with the goal of helping staff better understand the mission and structure of the AFL-CIO.

The federation intends to identify and schedule management training for all managers before the end of FY 18/19, with a priority on training for new managers ahead of the 2018 campaign season. The goals of management training include increasing management skills, regular evaluation, and feedback with an emphasis on incorporating staff input in decision-making. Training will consist of the most current and effective management training and draw on best practices for management skills, including encouraging positive working relationships between staff and management, and appropriate professional conduct in management decision-making.

Staff development is vital to the federation's work. Managers in each Hub/Resource/Development will identify, as part of their responsibilities as managers, the best staff development courses, including hard and soft skills, for their Hub/Resources/Department. Managers will identify and implement the most appropriate and cost-effective staff training relevant to their staff's needs and work assignments, which should be identified by input from both the manager and the staff member. Examples could include training in Google Suite, spreadsheets, LAN, organizing, campaign management, grant writing, membership engagement, research skills, communications and public speaking, time management, AFL-CIO priorities and structure, and/or appropriate professional conduct. It is understood that different staff may have different staff development needs and training will vary by Hub/Resource/Department.

The federation intends to hold retreats at least once a year with team building incorporated. The retreats have the purpose of fostering strong work bonds across Hub/Resource/Departments. The federation and the Guild agree that staff retreats are valuable. Bringing HQ and field staff together raises everyone's game. These retreats will emphasize fostering cross-Hub/Resource/Department interaction, building trust, morale and stronger team interaction. Included in the retreat agendas will be the education of staff on AFL-CIO policies, intranet, staff directory, and other tools, as well as providing time for direct feedback on the work of the federation.

## **APPENDIX I - WORK LIFE BALANCE**

The AFL-CIO and the Guild share an interest in a productive and healthy work-life balance for staff retention, for promoting a positive work environment, and for preventing staff burn-out.

The parties share the interest that staff and managers utilize their paid time off in a way that meets their needs for down time and the needs of the organization for productivity.

The Federation intends to work with managers to shift work culture away from “24/7” electronic access to staff and into highly productive but also better-balanced work schedules.

There should be reasonable expectations around down time to assure that staff has time away from their work and their electronic devices in the evenings or on weekends, on vacations or other approved leave days.

Managers are expected to respect approved time off, sick leave and downtime. There will be manager training specifically focused on time management, setting priorities, inspiring staff, accurately identifying urgency, and avoiding burn-out.

For field staff, there will from time to time be scheduled events or scheduled activity or work assignments on the weekend or in the evenings. Other than those events, there should be reasonable downtime away from work for field staff as well.

Unless there is an urgent or emergency situation, staff and managers should refrain from emailing, texting, and/or calling after 9 pm and before 7 am. Or if they do so, it should be clear no response is required during that time. Management is committed to examining and utilizing electronic tools to facilitate this change.

Unless there is an urgent or emergency situation, managers will be encouraged to refrain from reaching out to staff during vacations, sick days, furlough, or other paid leave.

The Federation will work to define “urgent” or “emergency” situations and to be accountable for assuring that distinctions are made between urgent situations and important but customary, regular, or routine situations.

Staff will endeavor to plan their vacation as far in advance as possible and work with their manager on avoiding taking vacation during high impact periods of time.

Staff and managers will work together before leaving on vacation to create a transition plan that minimizes the impact on workload and avoids disrupting a staff members’ time off. For staff who are out for three days or more, they will assure there is an auto response email notifying where the inquiry should go in their absence.

Managers will assure that there is a response to “My Leave” requests in a timely manner (including assuring there is a back-up manager available for approvals).

## APPENDIX J – COMMUNICATIONS AND FEEDBACK

To facilitate an improved working relationship and clear communication and feedback between the Parties, as well as to maximize opportunities for shared decision making and accountability, the Parties hereby agree as follows:

1. Management will provide the Guild, through timely consultation with its unit officers, an opportunity to provide input into the topics, structure, timing and format of allstaff meetings. Consultations should include a discussion of ways to effectively include Field staff in the meetings and should seek to utilize Guild staff with expertise in training and education.
2. Management will provide opportunities for timely feedback on all-staff meetings, including through the primary JLMC.
3. Management will share notes from the regularly scheduled all managers meetings in a timely and effective manner so that all staff are kept informed of developments at the AFL-CIO.
4. Hubs, resources, and departments shall have periodic staff meetings to provide employees an opportunity for timely discussion and feedback on the work and operations of each.
5. The Parties agree that management will create an “online feedback portal” for comments from Guild bargaining unit members, the complete results of which will be reviewed and considered by the primary JLMC. For frequently repeated submissions, and upon mutual agreement, the Parties shall answer them by developing a “Frequently Asked Questions” (FAQs)-type response to be made available to all staff. In addition, either Party may put any suggestion received on the agenda for the next primary JLMC meeting in order to seek a resolution agreeable to Guild and Management.

This Annex shall be enforceable as part of the contract through its expiration date, however, for any dispute not resolved by Step Two of the Grievance Process, the Parties agree to mediate, rather than arbitrate. Further, this Annex may be revised during the term of the agreement by mutual agreement of the JLMC.

## Appendix K - Deleted

## **Appendix L - MEMORANDUM OF AGREEMENT-Relating to Strengthening the Equity Administration Process**

The Employer and the Guild have a shared interest in promoting diversity and equity in hiring at the Federation in line with Article II, Sections 4, 7, and 13, and Article V, Section 5, of the AFL-CIO's Constitution; and in line with AFL-CIO Convention Resolution 3: "The Urgent Fight for Racial Justice" as adopted in 2022.

The role of the AFL-CIO Equity Administration process is to ensure that applicant pools are sufficiently diverse before proceeding with the interview phase of the hiring process.

The Employer and the Guild agree to work together, in line with Article XXIII, Section 1, to implement the following recommendations from the Guild for strengthening the Equity Administration process, as approved by the Personnel Committee and conveyed by the HR Director to the Guild via email on 1/7/22 as follows (verbatim language):

### Equity Administration Procedures

*January 7, 2022 (follow up to previous conversation)*

Suggested recommendations for implementation:

1. Clarify the circumstances under which the location of a position can be effectively changed or represented to applicants after the position is posted.
2. Create a confidential (or anonymous) way for staff to notify EAs and/or HR when diversity issues arise during a hiring process. (see JLMC role)
3. Place Fellows under the EA review and approval process to ensure diverse pools and equal opportunity.
4. Consider adding a third or alternate EA in case an EA has to be out unexpectedly.

Suggested recommendations for JLMC for Diversity and Inclusion discussion:

1. Identify current loopholes in the EA process and ways to address them.
  - Applicants included in the pool approved by the EAs don't have to be interviewed
  - The person hired does not have to be included in the applicant pool approved by the EAs
2. Suggest JLMC recommend a confidential or anonymous way for staff to notify EAs and/or HR when diversity issues arise during a hiring process. (from above)



## **Appendix M MEMORANDUM OF AGREEMENT: Pension update process**

*Related to the development of and bargaining over a solution to unfreeze salary levels used to determine final average salary in the calculation of benefits under the AFL-CIO Staff Retirement Plan*

1. The Washington Baltimore Newspaper Guild Local 32035 of the Newspaper Guild-Communications Workers of America ("the Guild") and the American Federation of Labor and Congress of Industrial Organizations ("the AFL-CIO") enter into this Memorandum of Agreement (MOA).
2. The parties to this MOA share a commitment to the retirement security of all AFL- CIO employees and retirees, as well as to the long-term stability and preservation of the AFL-CIO Staff Retirement Plan ("the Plan").
3. The parties agree to jointly discuss, consider and adopt plan changes to be incorporated into the collective bargaining agreement which provides for the unfreezing of the average salary factor and is cost neutral to the employer (with an allowance of 0.25% either greater or smaller) in terms of maintaining the current employer contribution rate. Such revised benefit factors shall be incorporated into the collective bargaining agreement once selected and agreed upon.
4. The parties will meet during the period between the signing of this agreement and no later than February 15, 2024 to mutually agree upon plan changes which meet the requirements. The parties agree that designated representatives to this committee shall meet weekly (with the exception of December 24 through December 30, 2023) until February 15, 2024. Such meetings shall include representatives from the plan actuaries as often as possible and as necessary. It is agreed that one representative from each party shall be a plan trustee serving on the plan's Benefits and Funding subcommittee.
5. The parties shall meet and develop a list of separate or joint proposed plan formula changes which trustees serving on the Benefits and Funding subcommittee shall request calculated cost projections of from plan actuaries. This will include meeting with the Plan's actuary for feedback on the proposals before the proposals are finalized. Initial proposals for actuarial projection shall be requested within four weeks of this agreement being signed, or sooner if practicable, and the actuaries shall be requested to turn around their cost analysis within no more than two weeks of each such proposal. Additional projections may be requested of the plan actuaries through the Trust and the Benefits and Funding subcommittee as necessary. Representatives who are Trustees serving on the Benefits and Funding subcommittee shall work to ensure that projections for proposals by both parties are conducted by the actuary and that at least six Guild submitted proposals, either joint or separate proposals, will have cost projections conducted by the actuary.
6. After receiving the actuary's projections of requested proposals, the parties agree to meet and seek mutual agreement over the selection of a proposal(s) as the solution(s) for unfreezing the salary levels used to determine the final average salary in the calculation of benefits made under the Plan. The parties agree to select a solution(s) from the proposals that have had cost projections developed by the actuaries, and to reopen the collective bargaining agreement between the parties only to the extent necessary to make changes to the collective

bargaining agreement section addressing pensions. The parties will attempt to come to such an agreement by February 15, 2024.

7. In the event that the parties cannot come to agreement by the close of business on February 15, 2024, the parties agree to submit such dispute to an impartial umpire either selected by the parties or under the American Arbitration Association's Impartial Umpire Rules for Arbitration of Impasses Between Trustees of Joint Employee Benefit Trust Funds. The decision of said umpire shall be final, binding and conclusive upon the trustees that are designated by the AFL-CIO and the Guild, the parties hereto, and all persons concerned.

8. Counsel for the two parties shall work to schedule in advance the services of a qualified arbitrator who can receive arguments from the two parties and render a binding decision no later than February 29, 2024.

9. Each party shall submit their respective solutions (chosen from projections conducted by plan actuaries) for addressing the pension salary freeze along with any argument to the qualified arbitrator preselected by the parties.

10. The two parties shall equally be responsible for the costs of the arbitrator's services.