

Collective Bargaining Agreement

between

CASA de Maryland

and

Washington-Baltimore Newspaper Guild
Local 32035 TNG-CWA

July 1, 2014 – June 30, 2017



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PREAMBLE

WHEREAS, the Washington-Baltimore Newspaper Guild Local 32035 TNG-CWA (hereinafter referred to as the “Union”) hereby certifies to CASA de Maryland that a majority of the employees in the bargaining unit hereinafter defined are members of the Union and have designated the Union as their representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment; and

WHEREAS, CASA de Maryland is willing to recognize the Union as the exclusive bargaining representative of the employees in the said bargaining unit and to enter into a collective bargaining agreement with the Union as the representative of said employees; and

WHEREAS, CASA de Maryland and the Union have engaged in joint collective bargaining which has resulted in this Agreement resolving all issues in dispute;

NOW, THEREFORE, in consideration of the covenants and the terms and conditions herein contained, the parties hereto mutually agree as follows:

ARTICLE 1 RECOGNITION

SECTION 1. CASA de Maryland hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

SECTION 2. The bargaining unit shall consist of: All regular CASA de Maryland full-time and part-time employees who are eligible under the National Labor Relations Act (NLRA), but shall exclude managers, supervisors and confidential employees, as defined by the NLRA.

SECTION 3. Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the TNG-CWA bargaining unit.

SECTION 4. Interns who are not paid by CASA, or who receive only a stipend from CASA, shall not be included in the bargaining unit, provided that the internship lasts no longer than nine (9) months and is for educational or training purposes.

SECTION 5. For purposes of this Article, “part-time” employees are those who regularly are scheduled to work twenty (20) hours or more per week, and the term “employees” does not include fellows who receive a stipend rather than wages. At any given time, CASA de Maryland may have no more than **twenty-five** fellows that receive a stipend rather than wages. CASA de Maryland may request to have up to thirty (30) fellows. A request shall not be unreasonably denied. Benefits for part-time employees shall be prorated.

SECTION 6. In the event that CASA de Maryland opens additional offices, worksites, or facilities in the State of Maryland or elsewhere, any employee(s), defined in sections 2, 3, 4 and

5 of this Article, at these locations shall be covered by this Agreement provided that the employee is on CASA de Maryland's payroll.

ARTICLE 2 COLLECTIVE BARGAINING

SECTION 1. CASA de Maryland and the Union agree to keep each other informed, in writing, regarding the names of their authorized representatives on their respective Collective Bargaining Committees.

SECTION 2. If agreements are reached modifying the provisions of this Agreement or covering conditions not contained in this Agreement, they shall be reduced to writing in the form of an addition or amendment to this Agreement and signed by the authorized representatives for both the Union and CASA de Maryland.

SECTION 3. Meeting for negotiations, as provided in the preceding section, shall be held upon request of either party at a time and place agreeable to both parties. Local Representatives on the Union's Collective Bargaining Committee who are employees of CASA de Maryland shall be excused for time spent at the bargaining table and in caucus during bargaining sessions. CASA de Maryland shall pay these employees for this bargaining time. Pay for attendance at such meetings shall not exceed the employee's normal work week at the employee's basic weekly wage. CASA de Maryland shall pay the full salaries for up to six (6) employees on the bargaining team. The Guild shall pay the salary for any employees in excess of six (6).

SECTION 4. The Local Union will notify CASA de Maryland in writing of any changes in its roster of Officers, Representatives and Shop Stewards, including any alternates, as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

SECTION 5. CASA de Maryland will provide the Union with notice of any changes in its managers or in lines of supervision as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

SECTION 6. It is the intention of the parties, with respect to the collective bargaining of future replacement agreements, to conduct their negotiations in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

ARTICLE 3 PAYROLL DEDUCTION OF UNION DUES AND OTHER FEES

SECTION 1. CASA de Maryland shall deduct from the pay (including sick leave) of employees, all applicable Union initiation fees, regular membership dues, or "amounts equivalent thereto" upon receipt of properly executed authorizations signed by the employee for whom deductions are to be made, delivered to CASA de Maryland at least ten (10) days prior to the date the first deduction is to be made. CASA de Maryland will continue to honor effective dues deduction authorizations on file with CASA de Maryland as of the effective date of this Agreement, in accordance with their terms.

SECTION 2. The Secretary-Treasurer of the Union shall specify the amount to be deducted in each pay period by CASA de Maryland. CASA de Maryland shall forward monthly such deductions to the Secretary-Treasurer of the Union.

ARTICLE 4 AGENCY SHOP

SECTION 1. Each employee of CASA de Maryland, including members of the Union, and any other members of the bargaining unit, is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement to the extent consistent with federal and state law.

SECTION 2. All employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement.

SECTION 3. For the purpose of this Article, “employee” shall mean any person entering into the bargaining unit.

SECTION 4. The Union hereby agrees to indemnify CASA de Maryland and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of CASA’s implementation of this Article.

SECTION 5. The provisions of this Article shall be implemented and administered consistent with federal and state law.

ARTICLE 5 UNION BULLETIN BOARDS

SECTION 1. Arrangements for Bulletin Boards. CASA de Maryland shall install and maintain at least four (4) bulletin boards upon CASA de Maryland’s property for use by the Union at such locations and of such size and type as may, from time to time, be mutually agreed upon by the parties. The cost of providing, installing, maintaining and relocating such boards will be paid by the Union. The bulletin boards shall be designated and labeled as Union bulletin boards.

SECTION 2. The term “Union” as used in this Article shall be construed to include any Local of the Newspaper Guild-C.W.A. which admits employees of CASA de Maryland to its membership.

ARTICLE 6 INFORMATION FURNISHED UNION

SECTION 1. CASA de Maryland will furnish the Union annually the following information in connection with employees represented by the Union:

- a. name
- b. payroll number
- c. hire date
- d. classification (for example, full-time, part-time, fellow)
- e. basic weekly wages
- f. work location
- g. date of birth
- h. ethnic group when known
- i. gender
- j. home address

SECTION 2. CASA shall notify the Guild monthly in writing or electronically of:

- a. New employees, and apprentices – including all the information required in Section 1.
- b. Changes in job classification for bargaining unit employees, salary changes by reason thereof, and effective date.
- c. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.
- d. Names of interns placed at CASA, for more than three months, along with department, and educational or training purpose

SECTION 3. CASA de Maryland will furnish the Union, as soon as practicable after the first of each month, information mutually agreed on for those with effective Authorization for Payroll Deduction of Union Dues cards on file.

ARTICLE 7 UNION AND EMPLOYEE ACCESS TO EMPLOYEE PERSONNEL FILES

SECTION 1. The Union and CASA de Maryland reaffirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Union agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as bargaining representative to process grievances and administer the Agreement.

SECTION 2. When reasonably required in the judgment of a Union Representative, including both local and national representatives, to administer the Agreement or to process a grievance, and upon presentation of an employee's signed access authorization, CASA de Maryland will

make available for review and furnish copies to the Union Representative all, or designated, materials in an individual employee's personnel file. Absent an employee's authorization, the Union Representative shall be provided with personnel file materials relevant to administering the Agreement or to processing a grievance, subject to any limitations imposed by law..

SECTION 3. An employee has the right of access to his/her official personnel file within five (5) working days after requesting such access. An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into his/her official personnel file. The employee has the right to have his/her written response to any material related to discipline or job performance in the official personnel file attached to the material.

ARTICLE 8 RESPONSIBLE UNION-CASA DE MARYLAND RELATIONSHIP

SECTION 1. CASA de Maryland and the Union recognize that it is in the best interests of both parties, the employees, and the community, that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, CASA de Maryland and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their commitment to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this commitment.

SECTION 2. A Joint Labor-Management Committee, comprised of two (2) Union- appointed members and two (2) management-appointed members, shall meet at least once per quarter to discuss, in a non-binding manner, issues of concern to either party. This Committee shall be established within sixty (60) days of the effective date of this Agreement.

SECTION 3. Subject to availability, CASA de Maryland shall provide space on its premises, upon request, for meetings of bargaining unit employees at mutually agreeable times. The employees shall be excused with pay for one (1) hour each month to attend meetings called by the Local Union. The Local Union shall provide CASA de Maryland with at least ten (10) business days notice of upcoming meetings.

ARTICLE 9 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The parties agree that all employees will be free of unlawful harassment and discrimination. In a desire to restate their respective policies, neither CASA de Maryland nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, creed, religion, gender, sexual orientation, age, mental or physical disability, ancestry, marital status, national origin, or because of such employee's membership in, or activities on behalf of, the Union.

SECTION 2. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders, and not as a sex limitation.

ARTICLE 10 FEDERAL OR STATE LAWS

SECTION 1. Should any Federal or State law or the final determination of any court of competent jurisdiction or any proclamation or order having the force of law at any time affect any provision of this Agreement, such provision shall be construed as having been changed to the extent necessary to conform to such law, determination, proclamation or order. In the event that such law, determination, proclamation or order shall be repealed or held unconstitutional, the provision of this contract affected thereby shall be read according to its original tenor.

ARTICLE 11 UNION REPRESENTATION

SECTION 1. Before any meeting between a representative of CASA de Maryland and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, CASA will inform a Guild representative at the same time the employee receives notice. The employee shall have the right to have a Union representative present unless the employee requests otherwise.

SECTION 2. At any meeting between a representative of CASA de Maryland and an employee, which the employee reasonably believes may lead to the imposition of discipline, the employee shall have the right to have a Union representative present unless the employee requests otherwise. Unless the employee is subject to a performance improvement or “warning” period as part of progressive discipline, this section does not apply to supervisory meetings in which performance is discussed.

ARTICLE 12 GRIEVANCES AND GRIEVANCE MEETING PROCEDURE

SECTION 1. A grievance shall be defined as any controversy or dispute between the parties to this Agreement relating to any matter of wages, hours, or working conditions, or any dispute regarding the interpretation or application of any provisions of this Agreement, provided however, that the only grievances that can be submitted to arbitration are those specified in Section 5 of this Article.

SECTION 2. Any individual employee or group of employees shall have the right to present issues or concerns directly to CASA de Maryland, and to have such issues or concerns resolved without the intervention of the Union, as long as the resolution is not inconsistent with the terms of this Agreement. Any grievance may be filed only by the Union.

SECTION 3. The following provisions shall apply to the presentation and processing of all grievances by the Union.

(a) *How Grievances are Presented:* In presenting any grievance, the aggrieved employee(s) involved, if any, shall be identified, the action(s) complained of and dates thereof shall be specified, the contract provision(s) alleged to have been violated shall be stated, if any, and the remedy requested specified.

(b) *Discussion or Settlement of Grievances:* Once any Local or Union representative has communicated with a representative of CASA de Maryland regarding a grievance, CASA de Maryland will not discuss or attempt to settle the matter with the individual employee(s) involved.

(c) *Time Limit for Presenting Grievances:* No grievance need be considered by CASA de Maryland or the Union unless presented within thirty (30) calendar days after the action or occurrence complained of last occurred.

(d) *Grievance Terminated Unless Appealed:* At the conclusion of the first step in the grievance procedure, the grievance shall be considered as finally disposed of unless it is appealed to the second step within the time limits specified in Section 4 of this Article.

(e) *Limitations on Number of Persons Attending Grievance Meetings:* In addition to the aggrieved employee(s), the Union shall be entitled to have a number of representatives present that equals the number of CASA de Maryland representatives present. The grievant is not included in this number. Both CASA de Maryland and the Union shall have at least two (2) representatives present. The grievant is not included in this number. CASA de Maryland employees who are Union representatives will be excused without loss of time or pay for regularly scheduled work time during the normal work week for attendance at such grievance meetings as well as for attending arbitration hearings, with the scheduling of the meetings subject to the mutual agreement of the employees and their supervisors.

(f) *Method of Settling Grievances:* It is agreed that neither CASA de Maryland, its representatives, nor the Union, the Local, their representatives or members, will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance or arbitration procedures.

(g) *Grievances Involving Discharge of Employees.* For all grievances involving the discharge of an employee, at its option, the Union may skip the first step.

SECTION 4. *Grievance Meeting Procedure:* It is the intent of both parties that grievances shall be handled as expeditiously as practicable and within the time limits spelled out in each step of the grievance procedure. It is understood that by mutual consent expressed in writing, the time limits specified at any given step, or the time limits for taking the grievance to the second step may be extended with respect to a specific grievance. Any extension request shall not be unreasonably denied. Upon request and consistent with its NLRA obligations, CASA de Maryland will provide information relevant to the grievance.

(a) *First Step:* The grievance shall be presented initially by a designated union representative to the immediate supervisor of the aggrieved employee(s) and the Human Resources Department. The meeting at this step shall be held within fifteen (15) calendar days after the request to meet, and the immediate supervisor may designate a CASA de Maryland representative to attend the meeting with him/her. Within seven (7) calendar days, beginning with the day of the meeting, CASA shall provide a written response to the grievance.

(b) *Second Step*: If the grievance is appealed to the Second Step, the union shall submit a written notice of appeal within seven (7) calendar days after the written response in Step 1 to the supervisor of the immediate supervisor and the Human Resources Department. In the case of a discharge, the Union shall have ten (10) days from the date of discharge to file at the second step if the first step is skipped. The appeal letter shall identify the aggrieved employee(s) involved, if any, set forth the act or occurrence complained of, the date(s) of said act(s) or occurrence(s), the contract provisions alleged to have been violated, if any, and the remedy requested. The union shall be represented at the meeting at this step by the Local union representative. The meeting shall be held within ten (10) calendar days after CASA de Maryland receives the written notice of appeal. CASA de Maryland shall transmit to the Representative of the Union a written statement of its Second Step decision within five (5) working days from the date of the second step meeting.

SECTION 5. If the parties remain in disagreement at the conclusion of Second Step, as described in Section 4(b) of this Article, the Union, within fourteen (14) calendar days following the receipt of CASA de Maryland's written decision, may submit a grievance to arbitration upon written notice to CASA de Maryland stating the issue to be decided, provided the grievance involves:

- (a) The interpretation or application of any of the terms of this Agreement; or
- (b) The dismissal of an employee; or
- (c) The suspension of an employee; or
- (d) The disciplinary demotion of an employee.

ARTICLE 13 COMPENSATORY LEAVE

SECTION 1. It is understood that exempt employees perform duties that often require lengthy and irregular hours. Exempt employees are not eligible for overtime. In recognition of their lengthy and irregular hours, permanent exempt employees shall receive ten (10) 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 exempt 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.

SECTION 2. Whenever an exempt employee is assigned by CASA de Maryland to work seven or more consecutive days, herein defined as "extraordinarily long hours," the exempt employee shall be entitled to additional compensatory time off of one hour for every hour worked, starting with the ninth hour of the sixth consecutive day. If staff is provided additional time off throughout the week in place of their normally scheduled days or hours, herein defined as "time for time," no extraordinary comp time shall be awarded.

SECTION 3. Employees who earn compensatory time off under Section 2 above normally shall be allowed to and must take the time off within thirty (30) days of its being earned. However, where an employee has consecutive assignments or long-term projects which, in the view of CASA de Maryland and the employee, prohibit the employee from utilizing his/her accumulated compensatory time within the specified limits, such limits shall be extended. Compensatory time off shall be taken with appropriate notice and advance approval of the employee's supervisor, whose approval shall not be unreasonably denied.

ARTICLE 14 ALLOWANCES

SECTION 1. Employees who drive on CASA de Maryland business shall be paid a mileage allowance in accordance with the current year IRS tables and CASA policies. Requests for mileage allowance must be submitted by the 15th day of the following month.

SECTION 2. CASA de Maryland will reimburse all reasonable expenses for travel, lodging, and meals incurred by an employee who is required to travel in the performance of job duties, or to attend work-related meetings, events, and conferences. Employees will obtain prior authorization consistent with CASA de Maryland policy. In order to be reimbursed, employees must submit receipts and other records of their expenses by the 15th day of the following month.

SECTION 3. Supervisors shall provide each employee with thirty (30) days' notice of the end of a contract or grant that applies to an employee and the employees must submit all requests for mileage allowance and reimbursement under Sections 1 and 2 of this Article within fifteen (15) days of the close of the grant.

SECTION 4. Employees who are traveling may request an advance equal to estimated expenses that will be incurred. Such requests will be processed within fourteen (14) days and generally will be granted. Receipts and other records must be submitted as soon as possible or by the 15th day of the following month in which expenses were incurred. CASA de Maryland may choose to direct pay business expenses.

SECTION 5. Employees required by CASA to use cell phones with a data plan will either be issued a tablet or receive a \$75 monthly allowance. Employees who are issued tablets will receive a \$55 monthly allowance to cover the costs of telephone calls and text messaging. Employees required to use a cell phone but are not required to use data and are not issued a CASA cell phone will receive a \$55 monthly allowance.

ARTICLE 15 HOLIDAYS

SECTION 1. CASA de Maryland shall observe the following days as paid holidays:

New Year's Day
 Martin Luther King's Birthday
 Memorial Day
 4th of July
 Labor Day
 Veterans Day
 Thanksgiving
 The day after Thanksgiving
 Christmas Eve
 Christmas Day

SECTION 2. Except in cases of unforeseen circumstances that require a prompt response, CASA shall give four (4) weeks' notice to an employee required to work on a holiday. Should any non-exempt employee be required to work on a holiday the employee shall be paid double time for all hours worked that day. An exempt employee required to work on a holiday shall receive one (1) day of compensatory time off (above any other compensatory time off granted elsewhere in this contract).

SECTION 3. In the event the holiday falls within the vacation period of an employee, annual leave will not be charged for that day. An employee who normally works Tuesday through Saturday shall work Monday instead of Saturday in Thanksgiving week.

ARTICLE 16 ANNUAL LEAVE

SECTION 1. Each full-time employee with less than two (2) years of service shall be entitled to 120 hours of paid annual leave per year. The employee shall accrue annual leave at the rate of 4.6 hours per pay period.

SECTION 2. Each full-time employee with more than two (2) years of service, but less than ten (10) years of service, shall be entitled to 160 hours of paid annual leave per year. The employee shall accrue annual leave at the rate of 6.15 hours for each pay period.

SECTION 3. Each full-time employee with ten (10) years of service or more shall be entitled to 200 hours of paid annual leave per year. The employee shall accrue annual leave at the rate of 7.69 hours for each pay period.

SECTION 4.

- (a) Scheduling of annual leave shall happen two (2) times per calendar year. The first selection period shall take place during the first two (2) weeks in April; the second selection period shall take place during the first two (2) weeks of October. During each scheduling period, employees shall indicate their preferences for annual leave dates for the following six (6) months and CASA de Maryland shall approve or disapprove each

request within five (5) business days after the selection period.

- (b) After each selection period in Section 4 (a) is complete, annual leave shall be granted on a first-come, first-serve basis. Employees will request annual leave as far in advance as possible, except in the event of emergency situations. CASA de Maryland shall approve or disapprove an annual leave request under Section 4 (b) within fourteen (14) calendar days of the request.
- (c) The scheduling of all annual leave under this Article is subject to the prior approval of the employee's supervisor, except in the event of emergency situations. In the event that annual leave cannot be granted for the same date(s) to multiple employees in the same program, annual leave shall be granted to the employee(s) with the most seniority. Employees will not be required to find their own replacement as a condition of leave.

SECTION 5. Annual leave shall not be used until the employee's first month of employment.

SECTION 6. Employees may carry over a maximum of up to eighty (80) hours of unused annual leave to the next calendar year, provided that the total accumulated carryover shall not exceed eighty (80) hours. Unused annual leave that is in excess of this maximum will be transferred to the employee's sick leave balance subject to the maximum provided in Article 16.1.

SECTION 7. Part-time employees receive paid annual leave on a pro-rated basis.

SECTION 8. For purposes of this Article, "pay period" shall mean every two weeks, or a minimum of twenty-six (26) times per year.

SECTION 9. Any unused annual leave shall be paid out to the employee upon separation.

ARTICLE 17 PAYMENTS DURING SICKNESS ABSENCE & OTHER FORMS OF LEAVE

SECTION 1. Sick Leave. All Employees are entitled to eighty (80) hours of paid sick leave annually. Sick leave accumulates at the rate of 3.07 hours per pay period. Employees may carry over a maximum of ninety (90) days of unused sick leave to the next calendar year, provided that the total accumulated carryover shall not exceed ninety (90) days. An employee may use up to ten (10) days of sick leave to care for his/her sick minor child or stepchild, adult child with disabilities for whom the employee is the legal guardian, parent, or parent-in-law.

SECTION 2. Employees who have accumulated more than eighty (80) hours of unused sick leave may donate up to eighty (80) hours to a CASA de Maryland bargaining unit employee who is sick and has exhausted all of his/her sick/compensatory and annual leave. Donated leave may be used only for the illness the recipient has at the time of the donation.

SECTION 3. For absences in excess of four (4) days, or in cases when there is reasonable suspicion to believe sick leave is being abused, or if supervisors identify a trend in habitual requests for sick leave, CASA de Maryland may reasonably require a verifiable doctor's note of a medical inability to work.

SECTION 4. Medical inability to work due to pregnancy or childbirth shall be treated the same way as any illness. Female employees who give birth via a Caesarean section may take an additional eighty (80) hours (two (2) weeks) of paid leave if that leave is medically necessary.

SECTION 5. Employees may take up to sixteen (16) hours annually of the paid leave provided in Section 1 of this Article as personal leave.

SECTION 6. Employees will not be compensated for unused sick leave upon separation from employment with CASA or at any other time.

SECTION 7. Family Leave. Employees will be paid for up to forty (40) hours of family leave annually due to a serious illness or death of:

- (a) the employee's spouse or domestic partner;
- (b) a parent, grandparent, child, grandchild, stepchild, sibling, aunt or uncle of the employee or the employee's spouse/domestic partner; or
- (c) a person living in the same residential unit as the employee as part of a family unit.

An employee may request leave for the serious illness or death of a family member or relative not specifically enumerated above.

SECTION 8. Parental Leave.

- a. Employees, regardless of gender, who have completed nine (9) months of employment at the time of the birth or adoption of a child, may take up to one hundred and 160 hours (four weeks) of paid leave in conjunction with the birth or adoption of the child. This leave must be taken within one (1) year of the birth or adoption.
- b. Employees may use up to a maximum of three (3) weeks of accrued but unused sick leave as parental leave. This does not include leave from the sick bank.
- c. If the employee takes all of the subsection (a) and subsection (b) leave consecutively and immediately following the birth or adoption, he or she must simply give notice to his or her supervisor. If the employee wishes to take some or all of either or both types of leave at any other time, the scheduling of the leave shall be subject to the mutual agreement of the employee and the supervisor.

SECTION 9. Leave for Jury Duty. When an employee is called for jury duty by the federal or local government, he or she will be excused with pay for up to five (5) weeks. An employee who knows in advance his jury duty shall last longer than five (5) weeks will seek to be excused due to hardship.

SECTION 10. Casa de Maryland will honor any leave entitlements employees may have under and in accordance with the terms of the federal Family and Medical Leave Act (FMLA). Any FMLA leave shall run concurrently with any paid leave taken.

SECTION 11. Leave Without Pay. Up to 240 hours (30 work days) of unpaid leave may be available to any employee for personal reasons, at the discretion of the Executive Director upon the recommendation of the employee's immediate supervisor. If leave without pay is granted, the employee will continue to receive full benefits during the leave.

ARTICLE 18 SENIORITY

SECTION 1. Seniority shall be based upon length of continuous service at CASA de Maryland.

SECTION 2. An authorized leave shall not constitute a break in service. Employees shall continue to accrue seniority while on paid leave or while on unpaid leave of seventy-five (75) days or less or while receiving disability payments.

SECTION 3. Seniority shall be considered in all personnel decisions affecting employees in the bargaining unit.

SECTION 4. Bargaining unit members who voluntarily terminate their employment at CASA de Maryland and are re-employed with fifteen (15) months will bridge their seniority after twelve (12) months of continuous employment at CASA de Maryland. The fifteen (15) month period may be extended to twenty (20) months by mutual agreement where the employee is pursuing a degree.

ARTICLE 19 DISCIPLINE AND DISCHARGE

SECTION 1. CASA de Maryland will not discharge, suspend, or take any other disciplinary action against any non-probationary bargaining unit member without just cause. Discipline shall be carried out as soon as possible, but no later than sixteen (16) business days of the action resulting in discipline, or within sixteen (16) days of the action becoming known to the employer, whichever is later.

SECTION 2. Discipline of employees shall be progressive, except in cases of serious misconduct.

SECTION 3. If an employee receives no discipline for a period of twelve (12) months, the employee's personnel file shall be cleared of the prior discipline. Oral warnings shall be documented in writing and may be relied on and cited for any future discipline, but shall not be placed in an employee's personnel file.

SECTION 4. An employee discharged for just cause related to poor job performance shall receive two (2) weeks' notice and the equivalent of one week's pay for each year of service.

ARTICLE 20 WORKING ENVIRONMENT

SECTION 1. To promote the physical safety, protection and health of employees, CASA de Maryland shall be responsible for monitoring the health and safety conditions of the workplace, reviewing and approving proposed changes to the working environment, receiving notices of problems, and proposing steps necessary for maintaining a safe and healthful environment. CASA de Maryland shall ensure that premises are in conformity with federal, state and local health safety laws and regulations. CASA shall contract to have each facility inspected by an exterminator for insects and rodents at least every thirty (30) days, and more frequently if an infestation is found. CASA shall notify the Guild in writing if evidence of infestation is found, and the actions being taken to eliminate the problem. When a work environment issue is brought to the attention of CASA de Maryland, the organization will acknowledge said issue to the Union within one (1) week. CASA de Maryland shall allow access to a Union representative for purposes of evaluating health and safety conditions in the workplace.

SECTION 2. Climate, Air Quality and Indoor Plumbing . CASA de Maryland shall provide a properly ventilated and properly heated/air-conditioned offices with adequate direct access to restrooms on CASA premises with running water. If a facility falls out of compliance, CASA staff in the affected facility(ies) shall be relocated to the closest work site that meets these requirements until the situation is remedied.

SECTION 3. Workspace. Each employee shall be provided access to a desk, chair, lamp, and computer. Each computer workstation will offer appropriate equipment to ensure ergonomically sound operation, including, but not limited to, glare reduction screens, adjustable seating, ergonomic keyboards, and ergonomic mice.

SECTION 4. Security and Lighting. CASA de Maryland shall take all reasonable steps to install, or have the entity in control of the location install, adequate outdoor security lighting and video cameras at entrances, parking areas and walkways between buildings. CASA de Maryland shall ensure that all doors and locks are in safe, functioning order.

SECTION 5. Equipment Allowance. CASA de Maryland shall provide uniform coats for employees in the following jobs (and any similar jobs that may be created during the term of this contract):

- (a) Maintenance Specialist
- (b) Organizers

Employees shall be issued the coats by October 15 of each year and employees shall return the coats to CASA in good condition by April 15 of the following year.

ARTICLE 21 HOURS OF WORK

SECTION 1. The normal workweek for full-time non-exempt employees generally is Monday through Friday, or Tuesday through Saturday, comprising forty (40) hours.. The normal work day for non-exempt employees consists of eight (8) hours scheduled, interrupted by one (1) hour paid for lunch.

SECTION 2. The core workweek for fulltime exempt employees generally is Monday through Friday. For some employees the core workweek may include Saturday or Sunday. An employee whose regular core workweek includes regular work days on Saturday or Sundays shall have his or her schedule adjusted so that the employee has two (2) consecutive days off except where not operationally possible, in which event two (2) non-consecutive days off shall be scheduled.

SECTION 3. An employee must be notified of a change in his or her regular schedule at least twenty-one (21) days in advance of the change. A change in regular schedule shall include changes in days off and a change in start times of two (2) or more hours for four work weeks or longer

SECTION 4. CASA shall track extraordinary hours, as defined by Article 13, Section 2, worked by exempt employees and all hours worked by non-exempt employees.

ARTICLE 22 ARBITRATION

SECTION 1. If a written notice to arbitrate is provided under Article 12, section 5, the parties shall try to select an arbitrator by mutual agreement. If they are not able to do so within ten (10) calendar days of the written notification invoking arbitration, the party seeking arbitration shall mail to the American Arbitration Association (AAA), with a copy to the other party, the appropriate AAA form for requesting a panel of seven (7) arbitrators. The arbitrator will be selected in accordance with the procedures of the American Arbitration Association. Deadlines in this section may be extended by mutual agreement.

SECTION 2. Failure to submit a grievance to arbitration in a timely manner will be deemed a waiver and will bar further processing of the grievance.

SECTION 3. Where there are not disputes over the nature of the grievance, the parties will prepare a joint stipulation of the grievance issue. The arbitration hearing will be scheduled as soon as practicable. The arbitrator's decision will be final and binding on both parties. The cost of the arbitration will be borne equally by both parties.

SECTION 4. The arbitrator shall have authority to interpret and apply the terms of this Agreement but shall have no authority to add to, subtract from, or modify any of the terms of this Agreement. In cases involving discipline or discharge, the arbitrator shall determine whether there was just cause for discipline and, if he/she determines that discipline was justified, he/she may modify the penalty imposed, as he/she deems appropriate.

ARTICLE 23 SUCCESSORSHIP

SECTION 1. This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, or otherwise, of either party.

ARTICLE 24 CHILD CARE

SECTION 1. If any employee is required to work on a normally scheduled day off, CASA de Maryland shall reimburse the employee up to \$15 per hour in child care expenses with written certification on a form provided by CASA de Maryland. This form must be received within 14 calendar days. This provision shall not apply where CASA is providing child care for community members.

ARTICLE 25 LAYOFFS & RECALL

SECTION 1. CASA de Maryland agrees to provide written notification and a comprehensive financial briefing to the Union when a reduction in force, or operational or programmatic layoffs, affecting members of the bargaining unit are planned. This notification and briefing shall be given at least twenty-one (21) days prior to the notice given to affected employees under Section 4 of this Article. Upon request CASA de Maryland shall meet with the Guild to discuss any proposed alternatives to the layoffs. CASA of Maryland shall discuss with representatives of the Union negotiations with funding sources that are likely to result in a reduction in force affecting members of the bargaining unit. The parties agree that all communications with funding sources shall be coordinated through CASA of Maryland.

SECTION 2. In the event of a layoff, unless the layoff involves the elimination of a particular job, CASA de Maryland shall make layoffs in the program involved, in inverse seniority order of the employees in the program, provided that the remaining more senior employees have the qualifications required to perform the work.

SECTION 3. CASA de Maryland shall provide the Union with the following information in the event of a planned layoff:

- (a) the program in which the reduction(s) will occur;
- (b) the names of those employees who CASA de Maryland intends to lay off; and
- (c) any vacant positions for which employees identified for layoff could fill.

SECTION 4. Except in emergency circumstances, CASA de Maryland shall provide no less than six (6) weeks' notice to affected employees, and shall inform the Union when notice is given. CASA de Maryland may provide an affected employee with pay in lieu of notice for some or all of the notice period. At the Employee option, an employee on layoff notice shall be placed in any vacancy that may arise for which he or she meets the required qualifications.

SECTION 5. Recall. Each laid-off employee shall be maintained on a Recall List for twenty-four (24) months. During that period, the employee shall keep CASA de Maryland advised of his/her current email address.

- (a) CASA de Maryland shall notify the employee by email of all bargaining unit vacancies.
- (b) Employees may request recall to a vacancy and the most senior qualified employee shall be recalled subject to the provision of Article 26 Section 3 (d)
- (c) Employees shall be recalled at the same pay as their previous position or at the minimum of the new position, whichever is higher, except, if an employee is recalled to a lower grade, his/her salary shall not exceed the maximum of that pay grade.

SECTION 6. Time spent on a recall list by a laid off employee shall not constitute a break in service for purposes of seniority. An employee shall not accrue seniority, leave or other benefits while on the recall list.

SECTION 7. Severance

Laid off employees shall receive severance equal to two (2) weeks salary, or one week's salary per year of service, or fraction thereof, whichever is more, with a maximum of eight (8) week's severance.

SECTION 8. COBRA For A laid off employee who has worked at CASA de Maryland up to three years and who exercises their right under COBRA, CASA de Maryland shall pay 75% of the COBRA coverage for two (2) months. For a laid off employee who has worked at CASA de Maryland for three to six years, CASA de Maryland shall pay 75% of the COBRA coverage for four (4) months. For a laid off employee who has worked at CASA de Maryland for more than six years, CASA de Maryland shall pay 75% of the COBRA coverage for six (6) months.

The requirement to pay a portion of COBRA coverage shall end if a laid-off employee receives health insurance at another Employer.

SECTION 9. This Article does not apply to fellows or to employees who are hired for a grant or project of fixed duration, with no expectation of extension.

ARTICLE 26 POSITION CREATION, HIRING, AND VACANCIES

SECTION 1. Hiring. When a bargaining unit vacancy is being filled, after any screening, CASA de Maryland will involve a bargaining unit employee in the selection process (interviewing, evaluating candidates' qualifications, and reviewing any materials formally submitted in support of the application). The Unit Chair will be notified at least three (3) working days in advance of the interview and provided all application materials and supporting documents. That employee will be selected by the Union. The employee will make himself or herself available to participate in the process. All hiring decisions shall be made by CASA de Maryland.

SECTION 2. Vacancies and Newly Created Positions. CASA de Maryland shall provide the Union with written notice when any bargaining unit position is to remain vacant, or is changed in terms of pay or hours. If the position is not posted within thirty (30) calendar days of the vacancy, or CASA chooses to eliminate or change the position, CASA de Maryland will notify the Union. No duties formerly performed by the person or persons who last held the vacated position or positions will be transferred to another employee without adhering to Article 34, Section 3.

SECTION 3. When CASA de Maryland seeks to fill a vacant or a newly created position, including part-time positions covered by this agreement, the following procedure shall apply:

- (a) Before any external applicants are considered, CASA de Maryland will notify all members of the bargaining unit (by email), and all laid off employees on the Recall List (by email) and by posting of the title, qualifications, duties, and salary for the vacant position on CASA's job portal. CASA de Maryland employees who have completed their probationary period and who are not subject to a performance improvement or "warning" period as part of progressive discipline, and employees on the Recall List shall have ten (10) calendar days from the date of the email and posting to apply for the vacant position and to submit any application materials. No outside applicants will be considered during this time. CASA de Maryland may advertise the vacant position externally during the posting period but shall not review any external applications until internal applicants have been interviewed pursuant to section 3 (b) of this Article.
- (b) CASA de Maryland may interview all internal applicants at any time during or after the open period, but choose not to interview those who clearly do not possess the necessary qualifications.
- (c) Once a vacant position has been posted and emailed/mailed internally, and after internal applicants have been interviewed pursuant to section 3(b) of this Article, CASA de Maryland may consider outside applicants. When CASA advertises externally prior to the completion of the internal process, resumes, letters, applications or any form of inquiry will be directed solely to the Human Resources Manager and shall not be shared with the hiring manager(s) or anyone else until the internal process is concluded.
- (d) CASA de Maryland will give preference to internal applicants, and then to those on the recall list. However, where there is an outside applicant with exceptionally high qualifications, CASA de Maryland may hire that applicant rather than an internal applicant. CASA of Maryland may hold open the search for external candidates for any length of time required if no qualified internal candidate exists..
- (e) As among internal applicants, where qualifications are substantially equal, CASA de Maryland will select the most senior applicant. If two or more employees on the recall list are substantially equally qualified for the position, the more senior employee shall be placed in the position.

- (f) CASA de Maryland will notify unsuccessful internal applicants promptly once an applicant is awarded the position.
- (g) Upon request, CASA de Maryland will meet with an unsuccessful internal applicant to discuss the reasons he or she did not get the position.

SECTION 4.

- (a) When CASA de Maryland seeks to fill a vacant or newly created temporary position or non-bargaining unit part-time or temporary position that it believes will last 30 days or less, it shall notify all laid off employees on the recall list with the information about the position by email prior to offering the position to an external candidate. CASA de Maryland will email the more senior employee first.
- (b) For positions which CASA de Maryland has at least thirty (30) days notice before the start date of the position, and believes the position will last thirty (30) days or longer, CASA de Maryland shall fill the position with any employee on the recall list who applies for the job and meets the required qualifications. If more than one qualified employee on the recall list applies, the more senior employee shall be placed in the position. If no employee on the recall list applies within *five (5)* days of the notification, which will be given by email, CASA may hire externally for the position. CASA de Maryland may advertise the vacant position externally during the five (5) day period but shall not review any external applications until recall applicants have been interviewed.
- (c) Recall list employees hired under this Section shall retain all recall rights while in the temporary position or non-bargaining unit position and after the job ends, but the recall period shall not be extended for the length of time in the temporary or part-time position. Other than those recall rights, the employees shall not be eligible for severance or any other benefit under this Agreement when the temporary position or part-time position is terminated.

SECTION 5. Orientation Each new employee will receive orientation and job-specific training of up to one half (1/2) day, with the orientation provided within the first week of employment and the training within the first two (2) weeks of employment, unless the parties agree otherwise. One (1) hour will be allotted for the new employee to meet with a Guild Representative.

SECTION 6. Union Contract. CASA de Maryland shall provide a copy of the current union contract and any other policies to all new employees during their first week of employment with CASA de Maryland. CASA de Maryland and the Union will share equally the cost of translating the contract into Spanish and any other language mutually agreed upon.

ARTICLE 27 PROFESSIONAL DEVELOPMENT

SECTION 1. An employee who is pursuing a course of study related to work performed by CASA de Maryland may be reimbursed for the costs of tuition, fees, and textbooks incidental to such course of study up to a maximum of one-thousand five hundred dollars (\$1500) per fiscal year. 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 and must have completed one (1) year of service prior to enrollment.
- (b) The course of study must be offered by an accredited educational institution or a recognized training entity.
- (c) The course of study must be on the employee's own time, unless specifically approved by the Executive Director.
- (d) The employee must provide evidence of satisfactory completion of the course(s) with his/her application for reimbursement (a course grade of "C" or higher where the course is graded).

SECTION 2. Prior to any payment under Section 1 of this Article, an employee must sign an agreement stating that he or she will remain in CASA's employ for a minimum of six (6) months. If an employee voluntarily leaves CASA employment prior to six (6) months, he/she shall repay a prorated amount of the money, i.e., an employee leaving after three (3) months would repay half the amount. The agreement also will authorize CASA to deduct the repayment amount from any monies that CASA owes the employee in wages, accrued annual leave or other payments due at the time of resignation.

SECTION 3. The total amount payable to employees under Section 1 in each fiscal year shall be twenty thousand dollars (\$20,000).

ARTICLE 28 HEALTH INSURANCE

SECTION 1. CASA de Maryland shall pay 100% of the premiums of the health coverage for employees. Effective September 1, 2014, all employees shall be provided with insurance under the Aetna Open Choice with the Rx alternative. CASA de Maryland shall pay 100% of the premiums of the health coverage for employees. An employee has the option of extending group coverage to the employee's dependents, with CASA to pay fifty-five percent (55%) of the additional cost for couples, sixty percent (60%) for family coverage and sixty-five percent (65%) for child(ren) coverage. The employee shall pay the balance. In addition, if an employee exceeds the out-of-pocket maximum of the BlueChoice HMO plan (\$1,300 for individual, \$2,600 for family) CASA will pay the difference between that and the out-of-pocket maximum for the Aetna Open Access Plan.

ARTICLE 29 DENTAL INSURANCE

SECTION 1. CASA de Maryland shall pay 100% of the premiums of the dental plan (as of September 1, 2014 Principal Dental) for employees. An employee has the option of extending group coverage to the employee's dependents, with the additional cost to be paid by the employee. If an employee opts to extend group coverage to his or her dependents, CASA shall pay sixty percent (60%) of the additional cost for couples and family coverage and sixty-five percent (65%) for children coverage. The employee shall pay the balance.

ARTICLE 30 VISION COVERAGE

SECTION 1. CASA de Maryland shall pay 100% of the premiums of the vision coverage (as of September 1, 2014 through Aetna Open Access Vision Plus plan) for employees. An employee has the option of extending group coverage to the employee's dependents, with CASA to pay sixty percent (60%) of the additional cost for couples and family coverage and sixty-five percent (65%) for children coverage. The employee would pay the balance.

ARTICLE 31 RETIREMENT & SAVINGS PLAN

SECTION 1. Prior to the ratification of this Agreement, CASA de Maryland had installed and was maintaining a 403(b) retirement and savings plan ("CASA Retirement & Employees Savings Plan"). CASA de Maryland agrees to continue with the existing plan.

ARTICLE 32 GROUP LIFE INSURANCE

SECTION 1. Prior to the ratification of this Agreement, CASA de Maryland had installed and was maintaining group life insurance. CASA de Maryland agrees to continue with the existing plan and level of benefits. CASA de Maryland shall pay 100% of the premiums of the group life insurance plan for employees.

ARTICLE 33 SHORT TERM DISABILITY INSURANCE

SECTION 1. Prior to the ratification of this Agreement, CASA de Maryland had installed and was maintaining short term disability insurance. CASA de Maryland agrees to continue with the existing plan and level of benefits. CASA de Maryland shall pay 100% of the premiums of the short term disability insurance.

ARTICLE 34 JOB DESCRIPTIONS

SECTION 1. CASA de Maryland and the Union will agree on the format to be used for job descriptions.

SECTION 2. CASA de Maryland will modify existing job descriptions as necessary to adhere to the format agreed to under Section 1.

SECTION 3. CASA de Maryland will consult with the Union before making any changes to any bargaining unit employee’s job description, with the exception of the name and title of the supervisor. Notice of any proposed changes to job descriptions shall be provided to the Guild at least thirty (30) days before the proposed change is to take effect, with the new and old job description included. If the Guild does not respond during this thirty (30) day period the job description changes will be implemented. CASA will not require any Guild employee to perform substantial portions of two previously distinct jobs, as defined by the job descriptions, on a permanent basis. CASA de Maryland recognizes that substantial additional duties imposed on employees may impact an employee’s ability to perform their on-going duties.

ARTICLE 35 WAGES

SECTION 1. For purposes of wages, each job classification shall be placed in a “Job Category” as follows:

Non-Exempt Category 1

Maintenance Specialist
 Facilities Specialist
 Receptionist
 Receptionist/HR Coordinator
 ID Specialist
 Intake Specialist

Non-Exempt Category 2

Community Access Information & Health Promotion Specialist
 Development Administrative Assistant
 Driver License Coordinator
 Employment Specialist
 Health Information Specialist
 Member Services Information Specialist
 Social Services Specialist
 Social Services Specialist/Volunteer Coordinator
 Legal Office Manager
 Development Assistant
 Quality Control Coordinator
 Peer Network Specialist
 Paralegal
 Member Services Paralegal
 Community Liaison

Non-Exempt Category 3

Community Liaison & Employment Specialist Floater
Legal Assistant
Legal Program Coordinator
Mobile Health Navigator
Senior Social Services Specialist
Senior Member Services Coordinator

Exempt Category 1

Community Outreach Coordinator
ESOL Program Coordinator
Health Outreach Coordinator
Health Access Coordinator
Financial Education Specialist
Financial Literacy Specialist
Curriculum Development Specialist
Education Coordinator
NDLON Coordinator
Individual Giving Coordinator
Member Services Coordinator

Exempt Category 2

Advocacy Specialist
ESOL Lead Program Coordinator
Vocational Education Training Coordinator
Economic Development Coordinator
Pine Ridge Coordinator
Organizer I
Development Associate
Grant Writer
Grant Writer Coordinator
Citizenship Coordinator
IT Specialist
Communications Specialist
Communication Specialist – Social Media & Web
Complex Campaign Organizer
Loan Fund Coordinator MNAP Coordinator
Workforce Development Specialist

Exempt Category 3

Development Officer
Advocacy and Election Specialist
Organizer II
Senior Development Associate

Exempt Category 4
Attorney

SECTION 2. As of July 1, 2014, The pay ranges for each of the job categories shall be:

	<u>Minimum</u>	<u>Maximum</u>
Non-Exempt Category 1	\$32,682	\$42,682
Non-Exempt Category 2	\$34,250	\$44,500
Non-Exempt Category 3	\$35,950	\$45,950
Exempt Category 1	\$36,138	\$46,138
Exempt Category 2	\$36,662	\$47,662
Exempt Category 3	\$45,574	\$55,754
Exempt Category 4	\$48,000	\$57,000

Upon completion of fifteen (15) years of service with CASA de Maryland, an employee shall receive a one-time bonus of fifteen hundred dollars (\$1,500), minus applicable taxes.

SECTION 3. As of July 1, 2014 employees who are below the minimum of their grade shall have their salary increased to the grade minimum, or by four percent (4%), whichever is higher. .

SECTION 4. Employees will receive a four percent (4%) increase to salary effective July 1, 2014, a two-point-seven-five percent (2.75%) increase to salary effective July 1, 2015, and a two-point-seven-five percent (2.75%) increase to salary effective July 1, 2016.

SECTION 5. Should CASA de Maryland hire a new employee into a current classification at a salary higher than the salary of incumbent employee(s), the salary for any incumbent employee(s) who is performing comparable job duties shall be raised immediately to the salary level of the new employee if the experience, skills and qualifications of the new employee and the incumbent(s) are relatively equal. This section shall not apply to fellows whose salary is set by a funder/grantor.

SECTION 6.

- (a) Non-exempt employees shall be paid time and one-half for all hours worked in excess of 40 hours in a week. To the extent allowed by law, at an employee's request, in lieu of overtime pay he or she may receive compensatory time, calculated at one and one-half hours for all hours worked in excess of 40 hours in a week. Such compensatory time must be used within the pay period in which it is earned.

- (b) CASA shall inform employees promptly, but no later the end of the next business day, if their time report is altered by a supervisor.

ARTICLE 36 MISCELLANEOUS

SECTION 1. CASA de Maryland shall formally evaluate employees on an annual basis.

SECTION 2. Except in cases where time is of the essence, CASA de Maryland shall provide employees with four (4) weeks' notice of any full staff meetings where attendance is mandatory and when the meeting is scheduled to occur on a Saturday, Sunday or a holiday.

SECTION 3. In the event that a CASA de Maryland employee is involved in a motor vehicle accident while operating his or her personal vehicle while performing duties related to his/her employment with CASA de Maryland, or if an employee's vehicle is damaged while parked under the same conditions, CASA de Maryland shall reimburse the employee in an amount not to exceed) the amount of their insurance deductible for the costs of repair to the personal vehicle, which are not otherwise compensable from any other source. Reimbursement will not be made, however, where the employee receives a ticket or is otherwise at fault. In order to obtain reimbursement under this Section, the employee must provide CASA with an insurance report concerning the incident, showing the deductible amount, or a repair estimate, and either a police report, witness statement or other sufficient evidence to substantiate the damage claim.

SECTION 4. CASA vehicles can be used only by authorized users who have provided a copy of their driver's license to the Administration Department and signed an affidavit attesting to the fact that they have a driving record that meets insurance requirements to drive CASA vehicles. Employees shall not be subject to discipline if unable to meet the insurance requirements to drive a CASA vehicle.

- (a) CASA staff with two (2) or more moving violations in a CASA vehicle must be paid by the employee. CASA staff with two (2) or more moving violations in a CASA vehicle in any given year will not be allowed to use CASA's vehicle for a period of twelve (12) months.
- (b) CASA de Maryland shall provide vehicle insurance coverage for all authorized users of vehicles owned by CASA de Maryland.
- (c) Any CASA employee who uses his or her personal vehicle to transport clients or community members must have a valid driver's license on file with the Administration Department and the car must be covered by at least the minimum insurance required by law.

SECTION 5. CASA de Maryland employees who conduct outside (non-CASA de Maryland) business activities shall not utilize CASA de Maryland's resources or employees' contacts with the community to further that outside business.

SECTION 6. CASA de Maryland employees shall not accept gifts other than those of insignificant monetary value (less than \$25) from community members, vendors, or others doing business or seeking to do business with CASA de Maryland. Under no circumstances may an employee accept money in any form or alcohol.

ARTICLE 37 PROBATION; RESIGNATION

SECTION 1. All employees shall serve a probationary period of three (3) months, which CASA de Maryland may extend for up to an additional two (2) months with the consent of the Guild. During that probationary period, CASA de Maryland shall have the unlimited right to discharge the employee. Probationary employees shall receive written evaluations of their progress within forty-five (45) days of their date of hire. Failure to provide the evaluation is not arbitrable. In the event the probationary period is extended, the employee shall be told in writing the specific areas he or she needs to improve.

SECTION 2. Employees shall give a minimum of two (2) weeks' notice of their intention to resign. In order to use accrued annual leave during the two (2) weeks prior to the effective date of resignation, an employee must obtain the prior approval of his/her immediate supervisor.

ARTICLE 38 NO STRIKE – NO LOCKOUT

SECTION 1. During the term of this Agreement, the union, its officers, agents and representatives, and employees shall not in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify or condone any strike, stoppage of work, boycott, slowdown picketing or any other attempt to restrict or interfere with the work of CASA de Maryland.

SECTION 2. During the term of this Agreement, CASA de Maryland shall not lock out employees.

ARTICLE 39 APPRENTICES

SECTION 1. CASA de Maryland may have at any one time up to a total of five (5) Apprentice Organizers, Apprentice Employment Specialists, ID Specialists, or other positions mutually agreed on. These positions are intended to give community members an opportunity to develop job skills necessary for regular employment at CASA de Maryland, when an opening exists and the applicant pool does not yield a fully qualified candidate. An apprenticeship will be a one-year program. An apprentice shall not replace a Guild-covered employee, or be used to fill a position vacated by a Guild employee.

SECTION 2. During the apprenticeship, CASA de Maryland will assist the apprentice in developing the skills necessary to successfully complete the program.

SECTION 3. As of July 1, 2014 the starting salary for an apprentice will be the minimum of pay category Non Exempt One.. Upon successful completion of the one-year apprenticeship, the apprentice will become a permanent employee if a position for which he/she was trained is available. His or her salary will be increased to the minimum salary for that position.

SECTION 4. CASA may release an apprentice at any time during the apprenticeship period, provided that an action plan for improvement had been presented to the apprentice at least six (6) weeks prior to the termination.

SECTION 5. If the apprentice graduates from the one (1) year apprenticeship program, that employee will not be required to serve the 3 month probation period specified in Article 37.

ARTICLE 40 FELLOWS AND TEMPORARY EMPLOYEES

SECTION 1. Where a funder/grantor specifies any of the terms or conditions of employment of a fellow, those terms and conditions shall apply, notwithstanding any provisions of this Agreement. Fellows shall not perform duties normally performed by bargaining unit employees or the duties of any laid off bargaining unit employee.

SECTION 2. CASA de Maryland has the right to hire temporary employees for periods of up to four (4) months within any twelve (12) month period calculated from the date of hire. That period may be extended by agreement between CASA de Maryland and the Union. Temporary employees shall not be in the bargaining unit.

ARTICLE 41 MANAGEMENT RIGHTS

SECTION 1. Subject to the provisions of this Agreement and consistent with applicable laws and regulations, CASA de Maryland shall have traditional management rights including but not limited to:

- a. To direct employees of CASA of Maryland in the performance of their duties;
- b. To hire, promote, transfer (except for permanent transfers to an office more than 30 miles from current office), assign, and retain employees, and to suspend, demote, discharge, or take any other disciplinary action against such employees;
- c. To maintain the efficiency of the organization; and
- d. To determine the methods, means, and personnel by which CASA of Maryland's operations are to be conducted.

ARTICLE 42 FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2009, CASA de Maryland shall establish a program pursuant to Section 125 of the Internal Revenue Code to allow employees the option of setting aside a portion of their pre-tax wages for unreimbursed health care expenses and for dependent care expenses, as permitted by IRS rules and regulations. The maximum amount permitted to be set aside for health care expenses shall be two-thousand-five-hundred dollars (\$2,500) per calendar year, and the maximum amount permitted to be set aside for dependent care shall be five-thousand dollars (\$5,000) per calendar year (2,500 if married and filing separately).

ARTICLE 43 DURATION AND RENEWAL

This Agreement will take effect as of July 1, 2014, and remain in effect until June 30, 2017. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect.

CASA DE MARYLAND, INC.

WASHINGTON-BALTIMORE
NEWSPAPER GUILD (TNG-CWA 32035)

By: _____

By: _____

Date: _____

Date: _____