AGREEMENT BETWEEN

NATIONAL ASSOCIATION OF SOCIAL WORKERS
WASHINGTON, DC

AND

WASHINGTON-BALTIMORE NEWSPAPER GUILD,

COMMUNICATIONS WORKERS OF AMERICA, Local 32035

July 11, 2014 – June 30, 2017

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ARTICLE 1 – Articles of Agreement

SEC. 1 – This Agreement is made and entered into as of this, 11th day of July, 2014, by and between the NATIONAL ASSOCIATION OF SOCIAL WORKERS, INC., hereinafter referred to as the "Association" and the WASHINGTON-BALTIMORE NEWSPAPER GUILD/COMMUNICATIONS WORKERS OF AMERICA, Local 32035 hereinafter referred to as the "Union."

ARTICLE 2 – Recognition

SEC. 1 – The Association hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to certain rates of pay, wages, hours of employment, and other conditions of employment for the unit certified by the National Labor Relations Board on September 25, 1973. Appendix A is a list of position titles that are part of the bargaining unit.

ARTICLE 3 – Responsible Union-Association Relationship

SEC. 1 – The Association and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect, to ensure that this relationship continues and improves. The Association and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees in the units covered by this contract their purpose to conduct themselves in a spirit of responsibility and respect of all the measures they have agreed upon to ensure adherence to this purpose.

SEC. 2 – To facilitate mutually beneficial communication and cooperation, the quality of the work environment and working relationships, representatives of the Union and Association will meet to discuss and resolve matters of concern to either party other than grievances filed under the provisions of Article 33. A management team composed of the Chief Executive Officer or his/her designee, the Human Resources Director and up to two (2) other management staff, and the Bargaining Unit Chair of the Union or his/her designee and/or the CWA representative and up to two (2) other Union designees shall meet as needed. To the extent such meetings occur, they shall focus on the application of terms of the contract.

SEC. 3 – During the term of the Agreement the Union agrees that it will not instigate, authorize, or sanction a strike, work stoppages to include sick-outs, or work slowdown over any dispute or grievance concerning the meaning or application of any of the terms of this Agreement, and the Association agrees that it will not engage in a lockout or temporary furlough of employees because of any dispute over matters relating to this Agreement.

SEC. 4 – Neither the Association nor the Union shall take retaliatory action of any kind against any union officer or member for asserting any right guaranteed under the provisions of this agreement.

ARTICLE 4 – Management's Rights

SEC. 1 – Except as expressly abridged or modified by this Agreement, the Association shall have the sole and exclusive right to manage and direct the employees; to select supervisory personnel; to hire, promote, assign, or transfer employees; to assign and distribute overtime; to determine job classifications; to establish, promulgate, and revise position descriptions and job qualifications; to discipline, suspend, demote, or discharge employees for cause; to determine the size and composition of the workforce; to layoff employees; to purchase and lease equipment and machinery; to use the services of outside contractors and businesses; to make rules and regulations relating to the conduct of its employees, to require employees to observe such rules and regulations; and to determine all schedules, procedures, and methods of operation, including means and processes that it considers necessary or advisable for efficient performance.

SEC. 2 – The failure of the Association to insist upon the strict performance of any of its rights under, or any of the terms or conditions contained in this Agreement shall not be deemed a waiver or modification of its rights to insist upon a strict performance of any of the terms and conditions of the Agreement in the future. The provisions of this article shall in no way be construed as a limitation on those management rights currently possessed and/or exercised by the Association.

ARTICLE 5 – Federal, State, and Local Laws

SEC. 1 – In the event any provision of this Agreement conflicts with federal, state, or local law, the provision so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

SEC. 2 – Nothing in this Agreement shall be construed to prevent the Association from complying with federal, state, or local laws or implementing regulations.

ARTICLE 6 – Union Security

SEC. 1 – All regular and probationary employees covered by this Agreement who are hired on or after the date of this Agreement shall, no later than the first day of the month following one (1) full month of employment, become members of the Union. It shall be a condition of employment of all employees covered by this Agreement that they continue to pay the periodic dues regularly charged by the Union to members in good standing. The Union shall hold the Association harmless from any liability it may incur by reason of the Association's enforcement of this Article.

ARTICLE 7 – Non-Discrimination and Affirmative Action

SEC. 1 – Neither the Association nor the Union shall discriminate against any employee based upon personal or other characteristics unrelated to the performance of an individual's duties. Such characteristics include, but are not limited to, race, color, religion, gender, sexual orientation, gender expression, veteran's status, genetic information, age, national origin, marital status, ethnic origin, political belief, physical or mental disability, and gender identity and family status as required by District of Columbia law, except where federal law provides additional protections.

The Association and the Union shall cooperate in the furtherance of the NASW Affirmative Action program and goals. The Union will be informed of changes in the existing program or goals.

SEC. 2 – The Union and Association support the prohibition of job-related sexual harassment or harassment based on any of the characteristics identified in Section 1.

SEC. 3 – Neither the Association nor the Union shall retaliate against any employee based on the identification or filing of a complaint, regarding any alleged violation of the Articles of Agreement.

ARTICLE 8 – Union Representation

SEC. 1 – The Union agrees to provide management with a current roster of Union officials and representatives. Union representatives may conduct Union business on behalf of employees during working hours without loss of pay as follows:

a) Negotiations - Any two (2) Union representatives, as designated by the Union, shall suffer no loss of pay for travel and attendance at negotiating sessions between the Union and the Association.

b) Grievances and Other Matters - No more than two (2) Union representatives may act in any grievance under Article 33, and no more than one (1) representative in other matters under Article 35, without loss of pay. Union representatives shall make arrangements with their immediate supervisor for such periods of time away from their regular duties and shall report the time spent to them.

c) Grievance Investigations - Five (5) Union stewards (as designated by the Union) shall be permitted to spend a total of one (1) hour per week individually for the investigation of grievances. No more than two (2) stewards may work on a grievance at one time. Stewards shall make arrangements with their immediate supervisor for such periods of time away from their regular duties. Stewards shall document in advance their specific date and time away from work duties and pending matters to their immediate supervisor with a copy to Human Resources. Documentation shall be by e-mail and this is considered an exception to the NASW e-mail policy.

SEC. 2 – The Association agrees to allow the Union reasonable use of filing space. The reproduction of Union materials and use of Association equipment shall be permitted during the non-work hours and as provided in this Article. The Union agrees to reimburse the Association for reproduction of such materials at $.10 per page copied, and other services at costs to be agreed upon at the time services are rendered. The Association further agrees to allow reasonable use of meeting facilities provided that such use does not interfere with the conduct of Association business. Management will make every effort to address the Union's concern for privacy.

SEC. 3 – The Association agrees to grant time off without pay to representatives of the Union for the purpose of conducting Union business. Union representatives shall make arrangements with their supervisors to assure such periods of time away from their regular duties do not interfere with Association work.

SEC. 4 – Upon adequate advance notice, the Association agrees to the establishment of a common lunch of ninety (90) minutes once a month for the purpose of Union members to attend a Union meeting on the condition that essential functions may not be interrupted. The Union shall notify the Association through the Human Resources Director, in writing, of the meeting dates/times established. Documentation shall be by e-mail as an exception to the e-mail policy. The Association will make a reasonable

effort to avoid scheduling bargaining unit employees to attend Association meetings during the monthly Union meeting.

SEC. 5 – The Association agrees to furnish a bulletin board for the exclusive use of the Union on each floor where members of the bargaining unit work, subject to the conditions prescribed herein. If the Association considers anything posted on the bulletin board to be inflammatory or derogatory, the Association shall notify the Bargaining Unit Chair and/or the national representative. When the Union receives the notification, it shall remove the material in dispute immediately. Material removed in accordance with this provision may be posted again only if the Association and the Union mutually agree that the material is suitable for posting.

SEC. 6 – The Association will provide the Union public display space to exhibit Union and public awards.

SEC. 7 – The officers of the Union may use the e-mail to communicate with other officers and the WBNG CWA Local 32035 representative regarding Union business, and to announce Union meetings.

ARTICLE 9 – Protection of Bargaining Unit Work

SEC. 1 – Non-bargaining employees of the Association will not ordinarily do work that is normally assigned to employees within the bargaining unit except in emergencies such as disability, family and medical leave, or other medical leave, not to exceed five (5) work days or as may be agreed to by the Association and the Union.

SEC. 2 – This provision permits the utilization of temporary employees for periods of not more than twelve (12) weeks. The twelve (12) week period may be extended as mutually agreed by the Association and the Union, either in advance of commencing the work assignment, or at the conclusion of the twelve (12) week period. Also, management will inform the Union of temporary employees assigned to a job for less than twelve (12) weeks but more than two (2) weeks. Notwithstanding the above, a temporary employee hired to do the work of a regular bargaining unit employee on disability, family and medical leave, or other medical leave may be utilized for the duration of such leave (up to sixteen (16) weeks), and the union shall be notified.

SEC. 3 – Employees of the Association who are in the bargaining unit shall not be assigned to carry out non-bargaining unit work, except in emergencies, for a period of more than one (1) month without prior agreement with the Union.

SEC. 4 – When a position is left unfilled for more than a ten (10) day work period, the Association will meet with the Union upon request to discuss what additional personnel will be used to assume the work caused by the vacancy.

ARTICLE 10 – Employment Status

SEC. 1 – Regular Full-Time Employee: An employee who has satisfactorily completed the probationary period, works full-time hours as established by this Agreement, and is employed with the understanding that the employment will be of a continuous nature.

SEC. 2 – Regular Part-Time Employee: An employee who has satisfactorily completed the probationary period and works less than full-time hours as established by the Association.

SEC. 3 – Time-Limited Employee: An employee hired with the understanding that employment is of extended but limited duration. Such employment will ordinarily be no less than twelve (12) months and no more than thirty-six (36) months. A Time-Limited Employee who performs work that is ordinarily assigned to bargaining unit employees is a member of the bargaining unit and is entitled to all of the rights of other employees in the bargaining unit except for the provisions of Article 17, Section 1. The Association shall designate such position as regular time-limited at the time the position is posted.

SEC. 4 – Contract Employee: A contract employee is one employed on a time-limited basis of not more than one (1) year to fulfill the terms and obligations of a specific project or assignment. A contract employee is not a member of the bargaining unit. If a contractual position becomes a regular position, it shall be posted in accordance with Article 15, Job Vacancies, Section 1, Posting. If a contract employee becomes a regular employee, benefits shall begin commensurate with eligibility as a regular employee. Seniority will be determined from the date of hire as a regular employee.

SEC. 5 – Temporary Employee: An employee hired as a non-bargaining unit employee to do work normally in the bargaining unit, with the understanding that employment normally is for a time-limited basis of not more than twelve (12) weeks, except when the temporary employee is hired to fill the place of an employee on disability, family and medical leave (up to sixteen (16) weeks) or other medical leave, or except as agreed to by the Association and the Union. When the planned use of the temporary employee exceeds twelve (12) weeks, the Association will give notice to the Union. Temporary employees shall not be covered by the Association benefits program or other provisions of this Agreement and will not receive paid leave or holidays.

SEC. 6 – Probationary Employee: A newly hired employee who is within the first three (3) months of employment or within an extended probationary period. The probation period for newly hired employees shall be three (3) months. The probationary period may be extended by the Association for up to an additional sixty (60) days for all positions. If the probationary period is extended, the employee shall be given a written notice within three (3) working days, stating cause for extension and recommendations for improvement. During the probationary period or extended probationary period, employment may be terminated by the Association or by the employee without cause, notice, prejudice, or recourse under this Agreement. Probationary employees shall

accrue annual and sick leave but may not use annual leave until satisfactory completion of the probation period. Any annual leave taken by probationary employees will be considered leave without pay.

SEC. 7 – Notice to Employee: Applicants for positions in the bargaining unit will be informed of the position title, duties, and qualifications for the position and any announced changes in Association structure, function, and salaries that may have a bearing on the position to be filled. A job description and copy of the NASW/WBNG CWA Local 32035 Articles of Agreement shall be presented to the applicant immediately after employment is offered and accepted.

Confirmation of employment status will be made in writing by letter setting forth the position title, major duties, salary, and probationary period. The confirmation letter shall be acknowledged by the employee in writing.

Within seventy-two (72) hours from the start of the day that a new employee within the bargaining unit reports to work, the Union will be provided with the name and job title of such new staff member.

SEC. 8 – Personnel Records: All personnel records maintained for employees shall be available during reasonable business hours and can be reviewed by appointment as agreed to by the employee and Human Resources. Access to personnel records is limited to the employee and the employee's chain of supervision and the supervisor in whose unit an employee has applied for a position. No records may be removed from the file by the employee. With the exception of references received as confidential and in the file prior to the date of this Agreement, all references will be available to the employee for review. Letters of reprimand, adverse actions, or warnings to employees, as well as employees' written responses, will be purged from an employee's record after twelve (12) months if no further written warnings are received during that time period.

ARTICLE 11 – Seniority

SEC. 1 – Seniority shall be based upon length of service in the National Office, recorded in months and years.

SEC. 2 – Seniority shall be considered in all personnel decisions affecting employees in the bargaining unit as a means of recognizing and giving preference to employees with longer periods of service with the National Office of the Association.

SEC. 3 – It is recognized that when persons move from one job covered by this Agreement to another job covered by this Agreement, consideration shall be given by the employer first to experience, needs of the Association, skills, ability, and posted job qualifications and second to length of service. It is understood, however, that the first factors being equal, seniority shall prevail. In the event that seniority does not prevail in a promotion decision, the employee not selected may request a meeting with the supervisor and/or Office of Human Resources.

ARTICLE 12 – Secondary Employment

SEC. 1 – Nothing in this agreement shall preclude an employee from engaging in secondary employment. In no event shall secondary employment interfere with the employee's responsibilities to the Association or entail a conflict of interest.

SEC. 2 – Remuneration for secondary employment shall accrue solely to the employee, except that honorariums or fees received for assignments on behalf of the Association shall be paid directly to the Association.

ARTICLE 13 – Job Descriptions

SEC. 1 – A job description for each position within the bargaining unit shall be prepared and provided to the job applicants for positions within the bargaining unit at the time the position is offered. In addition, the Union shall receive copies of all job descriptions and changes thereto for positions within the bargaining unit. Employees shall have a right to request a review and update of their job descriptions.

SEC. 2 – The Association shall provide the Union a minimum of ten (10) workdays' notification of any changes in current or proposed job descriptions of positions within the bargaining unit prior to taking action. Within the ten (10) workday period, there shall be consultation and discussion upon the Union's request, regarding such proposed changes. Notwithstanding the foregoing, the parties recognize that the Association retains the final authority with respect to all decisions concerning job descriptions and that such decisions are not arbitrable. The effects of such decisions are subject to the grievance-arbitration procedures only to the extent of determining whether a job has been so materially and extensively changed that reclassification to a higher pay level is appropriate.

SEC. 3 – In recruiting personnel, the Association shall, at the appropriate time and place, provide the following to prospective employees:

a) Specific requirements of the vacant position

b) Qualifications sought in the candidates for the position

c) Personnel practices and salary applicable for the position

d) Appropriate information regarding the Union and the Articles of Agreement.

ARTICLE 14 – Job Classification

SEC. 1 – The Association maintains a job classification plan for all positions within the bargaining unit for the purpose of evaluating positions and assigning pay levels to positions. The Association shall continue to monitor and review the classification system. When the Association determines that changes to the classification system are necessary, the Association agrees to consult with the Union. If, after the review of a position description, the Association determines that a change in job classification is warranted, such change shall be made and shall be reflected in Appendix A. Changes to the titles and pay levels listed in Appendix A may be proposed by the Union. The Association will provide the Union and employee ten (10) workdays' notification of reassignment, restructure, or deletion of position within the bargaining unit prior to taking action.

SEC. 2 – The job titles and pay levels of positions within the bargaining unit are listed in Appendix A of this agreement, dated July 11, 2014. Changes that are implemented will be recorded as a revision of Appendix A, with the effective date thereof, and made part of this Agreement. A copy of revised Appendix A shall be provided to the Union within a reasonable amount of time, upon request.

ARTICLE 15 – Job Vacancies

SEC. 1 – Posting: Whenever a vacancy or new bargaining unit position is created, the Association shall post a notice on employment-related bulletin boards and send a copy to the Union. The Association will notify any employee absent from work (such as extended leave or vacation) of vacancies posted during such period of absence at the request of the employee who has provided the Association with an address for notification during this period.

The notice shall include a vacancy announcement that will include the pay level applicable in the Articles of Agreement, Appendix B. Human Resources may be contacted for a full job description.

Jobs posted according to the provisions of this Article shall be open to application by all employees for a period of five (5) workdays prior to considering outside applications. Members of the bargaining unit may obtain information on the status of a position by contacting the Office of Human Resources.

SEC. 2 – Filling Job Vacancies: Vacancies posted according to the provisions of this Article shall be filled as soon as possible, extending first consideration to present employees.

When an employee is notified of her/his selection to fill a vacancy, any other vacancy applications of that employee will be considered to have been withdrawn, unless the offer is rejected by the employee within five (5) calendar days.

The Association will notify each employee applying for a vacancy of their status within five (5) weeks of the date of submission of their application.

In filling vacancies, employees shall be selected on the basis of qualifications for the position. Consideration shall be given by the employer first to experience, needs of the Association, skills, ability, and posted job qualifications and second to length of service. It is understood, however, that the first factors being equal, seniority shall prevail.

ARTICLE 16 – Transfers

SEC. 1 – A transfer shall include a voluntary or involuntary reassignment to another position and includes promotions.

SEC. 2 – Consideration will be given to the request of an employee for a transfer from one position to another. Where more than one employee requests a transfer to the same position, selection will be made on the basis of qualifications for the position. Consideration shall be given by the employer first to experience, needs of the Association, skills, ability, and posted job qualifications and second to length of service. It is understood, however, that the first factors being equal, seniority shall prevail.

SEC. 3 – Requests for transfers shall be in writing to the Office of Human Resources, indicating the position desired, reason for transfer, and desired time of transfer. Such request shall be valid for a period of one (1) year from date of submission, in accordance with Article 15, Job Vacancies.

SEC. 4 – If the Association determines an employee should be reassigned, the Association must notify the employee in writing within fifteen (15) workdays prior to the transfer. The Association shall provide the employee with the following if applicable: new title, new grade, new salary, new job classification, description, initial orientation and training within ten (10) workdays.

Any transfer required by the Association that necessitates a change of residence shall result in reimbursement of the employee's moving expenses. A relocation of the Association within the Greater Washington Metropolitan area, as defined by the D.C. Office of Planning/State Data Center (see Appendix D), during the life of this contract shall not be considered a transfer within the meaning of this section.

SEC. 5 – An employee within the bargaining unit who is transferred, promoted or reassigned by the Association shall be notified as soon as such decision of the proposed change is made but in no event less than fifteen (15) workdays in advance of the proposed date of the change. Unless otherwise mutually agreed to by the Association and the Union, the Union shall be notified at the same time as the employee.

SEC. 6 – Employees who have been transferred or promoted will be subject to a review period. The review period for exempt employees shall be three (3) months. The review period for nonexempt employees shall be two (2) months. The employee is entitled to a written evaluation midway through the review period. If, during the first two (2) months of a promotion or transfer, the employee, in the opinion of the Association, fails to perform satisfactorily in the new position, the review period may be extended for one (1) month, or the employee will be permitted to return to the original or equivalent position and status if a vacancy exists or to apply for another position within the Association. Conversely, if the employee is not satisfied with the new position, he/she will be

permitted to return to the original or equivalent position or status if a vacancy exists. If the original or equivalent position is not available, the employee will be considered to have been laid off.

ARTICLE 17 – Layoffs, Severance Pay, and Rehiring

SEC. 1 – The Association, in its judgment, may adopt a program of reducing work time, eliminating positions, or laying off personnel. The Association agrees to provide the Union with an opportunity to discuss and consult with the Association regarding alternative action prior to any adoption of such decision by the Association. Individual employees affected shall be notified by the Association management and not by the Union. The Association agrees to provide nonexempt employees one (1) months' notice and exempt employees two (2) months' notice. However, employees choosing to leave early shall lose one and one-half (1½) percent of their severance pay for each workday they leave prior to the termination date designated by the Association. The following rights accrue to affected employees, providing that they work through the notification period.

a) Employees subject to layoff shall have the right to "bump" other employees with less seniority in the bargaining unit in positions for which they are qualified at the same or lower pay level. Factors to be considered in determining whether the employee is qualified for the position are skills, ability, experience, and stated job qualifications.

b) An employee who has been notified that he or she is to be laid off will be given the equivalent of three (3) days administrative leave per month for job searching purposes if they are required to work throughout the notice period. The specific time off must be scheduled with the manager.

c) Severance pay shall be awarded as follows to employees who have completed the probationary period and who have been laid off because of retrenchment, reorganization, or out-of-town relocation:

i) Employees with less than six (6) months' service shall receive one (1) week's salary at their current rate.

ii) Employees with six (6) to twelve (12) months' service shall receive two (2) weeks' pay at their current rate.

iii) Employees with twelve (12) months' service shall receive three (3) weeks' salary at their current rate.

iv) Each additional full twelve (12) months' service shall entitle an employee to an additional week of severance pay up to a total maximum severance pay of eighteen (18) weeks. Any employee who commenced employment prior to July 1, 1983, shall be entitled to three (3) weeks' severance pay for the first year of employment and one (1) week for every year thereafter.

d) No employee shall receive severance pay for a period that he/she has already received severance pay. An employee who has resigned or has been discharged for cause has no right to severance pay.

e) The Association agrees to announce vacancies for a twelve (12) month period following layoff to regular employees who have been laid off. Such notification by the Association shall be, pursuant to employee preference, e-mailed or mailed by first class mail to the last known address. The former employee shall have ten (10) days from the postmarked date or the e-mail date in which to respond. Such vacancies may be filled by qualified regular and former employees. Consideration shall be given by the employer first to experience, needs of the Association, skills, ability, and posted job qualifications and second to length of service. It is understood, however, that the first factors being equal, seniority shall prevail.

SEC. 2 – In the event of any relocation of the Association within the Greater Washington Metropolitan area, as defined by the D.C. Office of Planning/State Data Center (see Appendix D) during the life of this contract, those employees whose positions are relocated will not be entitled to severance pay.

ARTICLE 18 – Submission of Notice and Verification of Employment

SEC. 1 – A nonexempt employee who elects to terminate employment with the Association must submit a two (2) week notice in advance of termination of employment or a three (3) week notice in advance of termination of employment if the employee is exempt. Employees are expected to work during the notice period. During the notice period the employee shall provide a status report of outstanding and ongoing work.

SEC. 2 – The Association may, in its discretion, direct that an employee receive payment in lieu of work for the notice period. Payment would include all regular and outstanding pay such as accrued but unused vacation, which would not be affected by payment in lieu of work.

SEC. 3 – A copy of any employment verification completed by the Association shall be provided to the employee upon request.

ARTICLE 19 – Discipline and Discharge

SEC. 1 – The Association will give advance notice of termination of employment or provide payment in lieu of notice, with the exception of terminations for gross misconduct.

The length of such notice, unless specified otherwise within this Agreement, shall be three (3) weeks. Equivalent payment in lieu of notice may be given at the discretion of the Chief Executive Officer or his/her designee.

SEC. 2 – It is agreed by the Association that no regular bargaining unit employee will be disciplined or discharged except for just cause or as otherwise provided in this Agreement. The Association and the Union agree that disciplinary action may take a variety of forms, including warnings (oral or written), suspension (with or without pay), probation, performance probation, and discharge. Any written or oral warning must be identified as a "warning." The parties agree that principles of progressive discipline shall ordinarily apply in the administration of discipline. However, the severity of the discipline and the number of steps in the process will depend on the circumstances of each case. In appropriate circumstances, an employee may be suspended (with or without pay) pending an investigation to determine what corrective action is warranted.

Written warnings and letters of reprimand will be removed from the employee's personnel file after twelve (12) months if there are no other written warnings or letters of reprimand within that time.

SEC. 3 – The Association will notify the Union and employee simultaneously in writing when an employee is disciplined in accordance with this Article.

ARTICLE 20 – Working Environment

SEC. 1 – The Association shall provide a well-lit, properly ventilated, and properly heated/air-conditioned office of adequate size and shall ensure that premises are in conformity with federal, state, and local health safety laws and regulations.

SEC. 2 – To promote the physical safety, protection, and health of employees, the Association 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. When work environment issues are brought to the attention of the Association, the Association will acknowledge said issues to the Union within twenty-four (24) hours or the next workday.

SEC. 3 – If the Association wishes to make major changes in the working environment, it agrees to discuss such changes with the Union at least ninety (90) days before such changes take place, if possible, in an attempt to reach agreement on them. Likewise, the Association agrees to consider any changes in the working environment proposed by the Union.

SEC. 4 – Temporary problems with office facilities or equipment shall not be a basis for leaving the work premises or ceasing to provide services unless the office or building is closed or evacuated by building management or the Association.

SEC. 5 – No staff member shall willfully alter, mutilate, abuse, or waste any property, equipment or supplies belonging to the Association or located on Association premises.

SEC. 6 – If the Association's facilities and/or resources are to be used, the employee shall obtain prior written approval. Reimbursement may be requested for the use of NASW property or equipment.

SEC 7 – It is the policy of both NASW and WBNG CWA Local 32035 to treat all employees of the Association with respect and dignity.

ARTICLE 21 – Hours of Work

SEC. 1 – The normal work week for bargaining unit employees is Monday through Friday for a period of thirty seven and one half (37.5) hours. The normal business day for the bargaining unit employee consists of eight and one half hours (8.5) hours scheduled between 7:30 a.m. and 6:30 p.m. Modifications to this schedule can be decided on an individual basis, subject to manager's approval. Employees may request rescheduling of their work hours within the normal work week. Such requests will be granted subject to the work priority requirements within the Department.

SEC. 2 – Lunch hours are scheduled between 11:00 a.m. and 2:30 p.m. for one (1) unpaid hour. A fifteen (15) minute rest period is provided during the morning and a fifteen (15) minute rest period is provided during the afternoon.

ARTICLE 22 – Overtime/Compensatory Time

SEC. 1 – Overtime as applicable to this provision shall apply to nonexempt positions only.

a) It is the policy of the Association to avoid overtime on a regular and sustained basis. However, from time to time employees may be requested to work overtime. All overtime work must be authorized in advance unless such authorization cannot be reasonably obtained.

b) Nonexempt Regular and Regular Part-Time Employees shall be paid for authorized overtime. Overtime includes hours worked over 7.5 hours during a single work day or 37.5 hours worked during a single work week.

c) Nonexempt employees shall receive time and a half for overtime except that they will receive double time for Sunday and holiday overtime work.

d) Employees requested to work on a Saturday, Sunday, or holiday will be guaranteed a minimum of one-half (1/2) day worked or will be credited with having worked a minimum of one-half (1/2) day. Overtime as described above will apply to nonexempt employees. Compensatory time, as described in Section 3 below, will apply to exempt employees.

e) Time spent by a nonexempt employee at the discretion of the Association in out-of-town travel before or after the employee's normal workday schedule shall be considered as time worked. Such travel shall be interpreted as that time in travel to and from the employee's home to or from his/her destination.

f) Any employee who would have to incur additional familial expense to work overtime shall be able to decline the overtime assignment.

g) Any variation to the above subsections of this Section will be subject to joint agreement between the Association and the Union.

SEC. 2 – When overtime work is required in the National Office for any employee three (3) hours beyond the employee's usual work time, such employee shall be reimbursed at cost up to $40.00 for supper money. Employees working at least four (4) hours on a Saturday, Sunday, or holiday shall be reimbursed up to $25.00 for lunch and/or up to $15.00 for breakfast. The meal hour shall not be compensable. Taxi fare to home shall be reimbursed by the Association to employees required to work beyond 7:00pm. Receipts shall be required for all such reimbursements.

SEC. 3 – Compensatory time will be granted to exempt employees who are required to work for the Association on Saturdays, Sundays, or holidays, with advance supervisor approval.

a) Time worked on weekends will be measured in half days and full days. Exempt employees who are required to work on Saturdays, Sundays, or holidays will receive one day off for each full day, or one half day off for each half day, for which they are credited on those days. Hours earned and used as compensatory leave are to be recorded and tracked by the employee and the supervisor. Compensatory time earned and not taken is not payable upon termination of employment.

b) Compensatory time off may be granted to exempt personnel with advance approval of the supervisor. Compensatory time must be used within thirty (30) days, except under special circumstances, and will be granted with advance approval of supervisor, it being agreed that such approval will not be unreasonably withheld and provided responsibilities are properly discharged.

c) Flexibility should be exercised by the manager when exempt employees work after hours during the week, and supervisors should take that into consideration for exempt employees' schedules.

ARTICLE 23 – Report Pay

SEC. 1 – An employee who reports for work at the regular starting time of his/her shift, and through the fault of the Association, has not been advised by the Association prior to reporting not to so report, shall be paid time-and-one-half for the hours worked or paid a minimum of one-half (1/2) day's pay at the regular rate of pay together with any overtime or premium pay where such employee is entitled to such overtime or premium pay, whichever is greater.

SEC. 2 – Notification of office closings shall be made by voicemail and/or e-mail except when emergency conditions make that impossible. If emergency or weather conditions result in office closings, the Association follows the Federal Government policy applicable to employees in the District of Columbia, and employees are expected to determine whether the Federal Government is open, closed, or delayed opening and act accordingly.

ARTICLE 24 – Performance Evaluations

SEC. 1

a) The Union shall have the right to consult with the Association regarding the establishment of any form of performance evaluation.

b) The evaluation is an ongoing process, and employees shall have a written work evaluation at the conclusion of the initial probationary period, on promotion to a new position, and annually thereafter.

c) The evaluation is related to all matters concerned with the capacity of the employee to discharge effectively responsibilities of the job as set forth in the employee's job description and the mutually agreed upon job performance objectives and any modifications or elaboration thereof.

d) An evaluation must provide for both a full discussion between employee and supervisor and a written summary. A copy of the written evaluation shall be given to the employee for review at least twenty-four (24) hours before discussion and the employee shall retain a copy after the discussion. Any written work evaluation requires the employee's signature indicating acceptance, or in the case of disagreement with its content, signifying that the employee has read it. Should the employee refuse to sign the evaluation, such refusal shall be noted and placed with the evaluation in the employee's personnel record. A copy of the evaluation is furnished to the employee. The employee shall have the opportunity to file a statement covering any points about which there is disagreement. Such a statement shall become an integral part of the personnel record.

e) In developing an evaluation, the employee's supervisor will confer with staff members who have provided work guidance to the employee during the evaluation period.

f) If during the course of the year the employee fails to discharge effectively responsibilities of the job as set forth in the job description, or performance objectives, the employee's job performance may be reviewed and problem areas identified. At the discretion of the supervisor, employees may be placed on performance probation in accordance with Article 19, Section 2 to provide the employee the opportunity to correct the performance problems. During the performance probationary period, the employee will continue in regular employment status. The supervisor will provide a written follow-up to review progress with the employee.

g) Each employee departing the Association will be offered an exit interview.

ARTICLE 25 – Salary Administration

SEC. 1 – Salary Administration shall be in accordance with applicable laws and regulations. A Salary Schedule (Appendix B) shall be maintained and shall be part of the Agreement between the Union and the Association.

SEC. 2 – The Association reserves the right to modify the frequency of employee pay. In the event of such a change, employee pay frequency will not be less than twice per month. If there is a change in pay frequency, the Association will provide the Union and all employees with advance written notice. In no event will a change in pay frequency result in a reduction in salary.

SEC. 3 – Salary increases in the amounts outlined below shall be paid under the terms of this Agreement as follows:

- Effective as of the pay period beginning July 25, 2014, a three (3) percent increase to all employees in the bargaining unit.

- July 1, 2015, a three (3) percent increase to all employees in the bargaining unit.

- July 1, 2016, a three (3) percent increase to all employees in the bargaining unit.

SEC. 4 – The minimums and the maximums in the Salary Schedule (Appendix B) will be increased by 3% as of pay period beginning July 25, 2014, 3% on July 1, 2015, and 3% on July 1, 2016. At no time during the life of this Agreement shall an employee's base salary exceed the maximum of his/her grade or fall below the minimum.

SEC. 5 – Upon selection for a bargaining unit position in a higher pay level, the employee's current salary shall be increased by a minimum of five (5) percent or the minimum of the new grade, whichever is higher. All such salary adjustments shall become effective on the effective date of the promotion.

SEC. 6 – When a bargaining unit member is temporarily assigned additional duties of the same level or to a position of a higher grade for a scheduled period that exceeds twenty (20) workdays, the employee shall receive a salary increase of three (3) percent for the duration of the temporary assignment. The bargaining unit employee will be notified in writing of a salary differential and the unit will be copied.

SEC. 7 – Annual increases provided for in this contract will not be granted to new-hire probationary employees until the probationary period is complete. Such raises will be retroactive to date of annual increase.

SEC. 8 – When the increase in the Consumer Price Index (CPI) National Level exceeds six (6) percent based on the formula in Section 9, employees shall receive cost-of-living salary adjustments administered in accordance with Section 9.

SEC. 9 – In the event the CPI rises above six (6) percent employees who were employed on or before the preceding May 1 shall receive a cost-of-living adjustment in their salary. The adjustment will be based on seventy-five (75) percent of the percentage variation (over the prior twelve (12) months) in the Consumer Price Index National Level, published by the Bureau of Labor Statistics, U.S. Department of Labor, for the month of September of each year and shall be effective the first Friday of each January.

SEC. 10 – Sections 8 and 9 above will not be operative during the term of this Agreement. Notwithstanding their provisions, the Association will make no cost-of-living adjustments in the salary of any employee during the term of this Agreement and will have no liability at any time for any cost-of-living increases that might otherwise have accrued to the employee if Sections 8 and 9 had been operative during this Agreement.

ARTICLE 26 – Payroll Deductions

SEC. 1 – Union Dues

a) The Association will make biweekly or twice monthly payroll deductions of Union dues and initiation fees, or the equivalent thereof, when authorized to do so by the applicable employees, by the submission of a properly completed "Payroll Deduction Authorization" form in an amount specified by the Union's Secretary-Treasurer.

b) Dues deductions will be made in designated pay periods in the current month for properly executed dues deduction authorizations received by Human Resources on or before the end of the month. Dues deductions shall be the appropriate amount for a full two (2) week pay period and shall not be prorated. All collected funds shall be remitted, together with the report described in Section 2, to the Secretary-Treasurer of the Union, or her/his designated agent, within ten (10) days following the end of the month. However, the Association assumes no responsibility either to the employee or to the Union for any errors, omissions, or failures to make appropriate deductions, but will take appropriate actions as deemed necessary to correct such errors, omissions, or failures.

c) An employee's authorization shall be canceled automatically upon termination of employment. The termination date shall be recognized as the last day worked. An employee's dues deduction authorization shall be suspended when the employee is on "leave of absence" in excess of thirty (30) calendar days. The employee's dues deduction authorization shall be reinstated automatically upon return from a leave of absence.

d) The Association shall receive written notice of any changes in the amount of dues to be collected from the Secretary-Treasurer of the Washington-Baltimore Newspaper Guild/Communication Workers of America Local 32035 of any changes in the amount of dues to be collected. Changes in dues shall become effective the first day of the month following the date the Association receives such notifications. If the notification date occurs too late to adjust dues deductions for the following month, adjustments will be made as soon as administratively feasible, and will be retroactive to the first of the appropriate month.

SEC. 2 – The Association agrees to submit to the Secretary-Treasurer or his/her designated agent a monthly recap report (to be submitted within ten (10) days following the end of the month), which will include any changes in the following information:

a) Employee's name
b) Address
c) Employee Identification number
d) Grade

e) Employee's annual salary
f) Dues deducted for each Union employee
g) Cancellations: 1) resigned; 2) not eligible; 3) requested; or 4) other
h) Employees for whom dues deductions were not made in accordance with their current dues authorization
i) Employees granted a leave of absence in excess of thirty (30) days
j) Employees returning from a leave of absence
k) Employees transferred out of the bargaining unit
l) Identification of applicable pay rate changes

SEC. 3 – The Association agrees to make payroll deductions, authorized by the employee, for such charitable organizations or other purposes as may be agreed to between the Union and the Association.

SEC. 4 – To the extent allowed by law, the Association agrees to continue to provide employees with the opportunity to pay for certain benefits via pretax contributions (such as flexible spending accounts for health and child care, 401(k) plan, employee share of health care premiums, and commuting expenses). Pre-tax benefits will be provided pursuant to rules under applicable law, and the Association reserves the right to make changes to remain in compliance, if necessary.

SEC. 5 – To the extent allowed by law, the Association is authorized to deduct from any final wages, annual leave, or amounts due an employee upon termination all amounts due from the employee to the Association for repayment of advances, overpayments, loans, or debts about which the employee has previously been notified.

ARTICLE 27 – Holidays

SEC. 1 – Fifteen (15) holidays shall be authorized as follows:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
The week between Christmas Day and New Year's Day

If any of these holidays falls on a Sunday, the holiday will be observed on the following Monday. If any of these holidays falls on a Saturday, the holiday will be observed on the preceding Friday.

SEC. 2 – On Election Day in the year in which the President is elected, employees may take up to a half day off for the purpose of voting. Employees shall be entitled to the Presidential Inauguration Day as a holiday if it falls on a regular business day.

SEC. 3 – When an authorized holiday falls on a working day within an employee's vacation period, it will not be counted against leave.

SEC. 4 – In addition to the above, a Regular Full-Time Employee may elect to take two (2) personal days in each calendar year.

SEC. 5 – Regular Part-Time Employees who work fewer than five (5) days per week are entitled to holidays that fall on a regularly scheduled workday. Employees hired on a daily basis are not paid for holidays.

SEC. 6 – Employees eligible for overtime pay who work on a holiday shall receive applicable overtime as described in Article 22.

ARTICLE 28 – Leaves

SEC. 1 – Annual Leave

a) Regular Full-Time Employees will be entitled to vacation time off with pay at their prevailing compensation rate according to the following schedules:

i) 1st and 2nd year – 78 hours; earned at a rate of 3 hours each pay period.

ii) 3rd through 6th years inclusive – 123.5 hours; earned at a rate of 4.75 hours each pay period.

iii) 7th year and thereafter – 175.5 hours; earned at a rate of 6.75 hours each pay period.

b) Employees may carry over the number of hours earned during each employment year.

c) The annual leave accrual year shall begin on January 1 and end December 31 of the same year.

d) Employees shall request leave in advance, in writing, through the time-reporting system, or via e-mail. Leave requests should include an update of leave availability, which can be retrieved by employees through the time reporting system, or from Human Resources. Leave requests shall be approved by the supervisor or other departmental manager whenever possible, taking departmental needs into consideration.

e) Regular Full-Time or Part-Time Employees who resign, giving proper notice, or who are dismissed for any cause shall receive payment for the balance of annual leave earned, but not yet taken. Annual leave will continue to accrue through an employee's last day of work.

f) Annual leave for Regular Part-Time Employees is determined as described in Section 1(a) but on a pro-rata basis based on their regular scheduled weekly hours.

g) Annual leave must be used in full hours only.

SEC. 2 – Sick Leave

a) Regular Full-Time Employees will be granted sick leave with pay at their prevailing compensation rate according to the following schedule:

i) 1st and 2nd year – 78 hours; earned at a rate of 3 hours per pay period.

ii) 3rd through 6th years inclusive – 123.5 hours; earned at a rate of 4.75 hours per pay period.

iii) 7th year and thereafter – 175.5 hours; earned at a rate of 6.75 hours per pay period.

b) Sick leave for Regular Part-Time Employees is determined as described in Section 2(a) but on a pro-rata basis based on their regular scheduled weekly hours.

c) For those hired after January 1, 1984, sick leave may be accumulated up to a maximum of thirty four (34) days for full-time employees and on a pro-rata basis for part-time employees. The annual sick leave accrual shall begin on January 1 and end on December 31.

d) Employees with accrued sick leave balances of thirty four (34) days will not accrue additional sick leave until the sick leave balance falls below 34 days.

e) Employees may use accrued sick leave for doctor appointments that cannot be scheduled outside of work hours. Effort should be made to schedule appointments at the beginning or ending of the workday.

f) Up to ten (10) days' sick leave may be advanced at the discretion of the Division Director. If an employee has a negative sick leave balance at the time of termination, the negative balance will be repaid from the employee's final pay to the extent allowed under applicable law.

g) An employee who is unable to report for work because of sickness shall notify his or her immediate supervisor or Human Resources if such supervisor is not available. Such notification shall be given as early as possible, but not later than one (1) hour after the employee's normal start time of the first workday of such sickness and of each subsequent workday unless other arrangements have been made with the supervisor or unless extenuating circumstances prevent such notification. If notification is not given, then the time absent is subject to being deducted from the employee's pay. If an employee has failed to notify NASW after three (3) consecutive days, the employee will be considered as having resigned without notice unless mitigating circumstances are identified.

h) The Association reserves the right to request medical certification of sickness for purposes of health and security when such sickness constitutes a problem. An employee absent on sick leave more than three (3) days in a row may be required to bring in a note from a health care practitioner certifying that the employee is unable to work for health reasons. Abuse of sick leave may necessitate termination of

employment without prejudice to the employee, when such absence impedes the effective functioning of the Association.

i) The amount of income received by an employee from workers' compensation insurance provided by the Association as a result of sickness will be deducted from the employee's salary. Compensation received by an employee as a result of permanent disability shall not be subject to deduction.

j) Employees may use accrued sick leave if needed to care for all relatives by blood, legal custody, or marriage, and anyone with whom an employee lives and has a committed relationship in compliance with the District of Columbia Family and Medical Leave Act, except where federal law provides additional protections.

SEC. 3 – Short-Term Disability (STD)

The Association agrees to provide a short-term disability (STD) program that works in conjunction with the sick leave policy in the event of a qualifying illness or injury. STD benefits are not automatic; employees must apply for benefits. STD benefits shall be available only one time during any given employment year.

a) Written Request – An STD request form, provided by Human Resources, must be completed and returned to Human Resources by employees requesting STD benefits. There will also be a form for an employee's medical provider to complete, to certify the absence.

b) Waiting Period – There is a ten (10) work day waiting period at the onset of disability before benefits begin. The waiting period begins with the first full day the employee is absent due to illness or injury and includes Association paid holidays.

c) Use of Accrued Leave During Waiting Period – Employees may use accrued leave during the waiting period. Sick leave will automatically be used first. If an employee does not have enough sick leave to cover the waiting period, she/he may use annual leave if desired (but this is not mandatory). Employees who do not have sufficient leave during the waiting period will be considered on leave without pay.

d) Benefit Payment – If STD is approved, benefits are paid via the Association's payroll system and will begin on the 11th business day of the absence.

e) Benefit Period – If approved, STD may be paid up to eleven (11) consecutive weeks, pursuant to approval, inclusive of Association paid holidays. While under STD, the employee will continue to accrue applicable benefits and seniority.

f) Benefit Calculation – Benefits paid to employees for STD shall be made based on the employee's length of service according to the following schedule:

SERVICE	SALARY REPLACEMENT
Less than 1 year	N/A
1-2 years	30% of salary
3+ years	75% of salary

Benefits will be paid on normal NASW paydays.
Benefits are calculated at the employee's prevailing rate of pay.

g) Returning To Work – Employees shall keep their supervisors and/or the Office of Human Resources informed of the status of their condition, including their anticipated return date. In all STD cases, employees must submit to Human Resources a medical release to return to work. The release must include certification of the employee's fitness to return to regular duty; note any restrictions to regular duty, if applicable; and must be signed by the doctor.

SEC. 4 – Non-Paid Leaves

a) Leave Without Pay – Leave without pay (LWOP) up to one (1) month, applies to any employee who is absent from duty without sufficient leave accrued. There are other situations that may occur that may necessitate LWOP action. They may include, but are not limited to, the following:

i) Probationary employees who take leave
ii) Employees who have been suspended
iii) Employees under STD who are meeting the waiting period
iv) Employees who have active Family Medical Leave documentation on file

b) Extended Leave of Absence – In the Association's discretion, leave of absence may be granted up to a maximum of six (6) months, based upon the departmental and Association needs. The time when this leave shall begin and end will be determined by the employee and the Department Director. During the Extended Leave of Absence, the employee does not accrue personnel benefits. Reinstatement to a comparable position vacated will be made when a suitable vacancy exists. Employees on LWOP may convert to Extended Leave of Absence status. An Extended Leave of Absence is considered a break in service when calculating seniority.

SEC. 5 – Jury Duty

Leave for jury duty shall be provided so that employees called to serve on juries suffer no loss of regular income and no loss of annual leave. A copy of the summons shall be submitted to the employee's supervisor upon receipt. Additional documentation of jury service may be requested.

SEC. 6 – Military Leave

a) Military leave is granted in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which was enacted by Congress to provide protections to individuals who are eligible individuals of the "Uniformed Services." "Uniformed Services" is defined as the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Services, and any other category of persons designated by the President in time of war or national emergency.

If an employee is required to report to duty for temporary training to maintain reserve status, the Association will provide pay equal to the difference between an employee's gross military pay and an employee's gross regular pay from NASW.

In order to be eligible for rights under USERRA, an employee must:

- Provide the supervisor with at least four (4) weeks' advance written or verbal notice of upcoming military service;
- Return to work or apply for reemployment in a timely manner after conclusion of military service; and
- Be separated from military service with a qualifying discharge, and not under other than honorable conditions.

b) Family Military leave is granted in accordance with federal Family Medical Leave Act (FMLA) (see Section 10 of this Article), which permits eligible employees to take military family leave for:

- A qualifying exigency related to the fact that the employee's spouse, child or parent is on or has been called to active duty
- The care of a covered service member or veteran with a serious injury or illness incurred in the line of active duty

SEC. 7 – Education Leave

Education leave applies to all employees except those who are in their probationary period or performance probationary period. Education leave is designed to enhance the potential contribution of the employee to the Association on the completion of the training. Requests may be made by the employee or the Association and may take a variety of forms (including part-time, short-term, general, and specialized instruction). When such plans are at the request of the Association, all costs such as tuition and transportation are met by the Association, and the employee remains on full salary. All benefits are protected. When such plans are made at the request of the employee and the benefits are more directly related to her/his career goals, questions of salary, tuition costs, and other personnel matters are negotiable.

SEC. 8 – Administrative Leave

a) Leave with pay up to a maximum of five (5) working days per accrual year shall be granted by the Association, subject to Association approval, for attendance at meetings of professional organizations or groups or for continuing education.

b) Leave with pay up to a maximum of five (5) working days per calendar year shall be granted by the Association, subject to Association approval for personal emergencies.

c) Leave with pay up to a maximum of five (5) working days per situation shall be granted by the Association, subject to Association approval, for hazardous conditions.

SEC. 9 – Bereavement Leave

Leave with pay up to a maximum of five (5) working days per situation shall be granted by the Association, subject to Association review, for death in the immediate family of the employee. The immediate family shall consist of parents, grandparents, spouse, domestic partner, brothers, sisters, children, mother-in-law, father-in-law, corresponding step relations, legal guardians and extended family members sharing the same residence. One (1) day shall be granted for death of relatives other than the immediate family.

SEC. 10 – Paid Parental Leave

The Association will provide up to two (2) weeks of Paid Parental Leave for eligible employees (including birth and non-birth parents). Please see Sec. 11 of this Article 28 for additional important information regarding Family and Medical Leave (FML) parental leave. Paid Parental Leave counts as part of the allowable total period of FML for parental leave.

a) Eligibility – an employee must be employed by the Association for at least twelve (12) consecutive months, and have worked at least 1,000 hours during those months to be eligible for Paid Parental Leave. Eligibility for Paid Parental Leave expires twelve (12) months after the birth of a child, adoption, or the effective date of foster care or permanent parental duties. Eligibility includes same-sex parents regardless of whether they live in states that allow adoption by same-sex couples.

b) Reasons – Paid Parental Leave may be requested for any of the following reasons:

i) Birth of the employee's child; or

ii) Placement of a child with the employee:

- For adoption;
- For foster care; or
- For whom the employee permanently takes on parental duties.

c) Documentation – An employee requesting Paid Parental Leave will be required to provide documentation to verify that the request fits one of the reasons described in subsection (b) of this Article 28 Section 10.

d) Process

i) Supervisory Approval – An employee who wishes to request Paid Parental Leave will consult with her/his supervisor as early as possible to establish the beginning date for Paid Parental Leave.

ii) Human Resources Consultation – An employee will consult with Human Resources in order to learn the employee's applicable responsibilities related to time reporting and administrative forms and instruction regarding FML documentation.

e) Seniority and Benefits – An employee will continue to accrue seniority and benefits while on Paid Parental Leave.

SEC. 11 – Family and Medical Leave (FML)

The Family and Medical Leave Acts under the District of Columbia government (DCFMLA) and the federal government (FMLA) provide job-protected leave to eligible employees so they can care for their families or themselves in the event of specified family and medical conditions. FML will be unpaid leave except to the extent that an employee uses accrued leave or is eligible for STD during FML. While the Association generally will follow the DCFMLA, in cases where benefits are more generous or more lenient under federal FMLA the Association will follow the federal FMLA. The union shall hold the Association harmless from any liabilities it may incur arising out of the implementation of any provision in this section.

DCFMLA provides up to sixteen (16) weeks of protected leave within a 24-month period, while federal FMLA provides up to twelve (12) weeks of protected leave within a 12-month period. An eligible employee will be covered under the FML Act that is most favorable under the employee's specific circumstances. FML may be taken in a continuous block of time, intermittently, or on a reduced schedule basis.

An employee requesting FML should give 30 days' advance notice to her/his supervisor, or if not possible as soon as the employee is able to do so.

The employee and supervisor shall consult with Human Resources to determine which FML Act will apply, and to obtain administrative forms and instruction.

FML is provided for one or more of the following reasons:

- An employee's own serious health condition
- The birth of the employee's child
- Placement of a child with the employee
  - for adoption
  - for foster care
  - or whom the employee permanently takes on parental duties
- The care of a family member with a serious health condition

To be eligible for job protected leave, an employee must have one (1) year of service and meet the eligibility requirements of at least one of the Acts. DCFMLA requires an employee to have been paid for a minimum of 1,000 hours during the previous 12-month period to be eligible for protected leave, and federal FMLA requires an employee to have been paid for a minimum of 1,250 hours of work during the previous 12-month period.

While on FML, an employee shall continue to accrue seniority and benefits. An employee may choose to use accrued annual or sick leave during some or all of an approved FML period. Any time during FML when an employee uses paid leave counts as part of the allowable period of FML.

a) Employee Medical Leave – If an employee is unable to perform the functions of her/his job because of a serious health condition, s/he may be eligible for employee medical leave. If the employee is qualified, employee medical leave will fall under DCFML unless federal FML provides more generous benefits.

b) Adoption Leave – If an employee has adopted a child, s/he may be eligible for adoption leave. If the employee is qualified, adoption leave will fall under DCFML unless federal FML provides more generous benefits.

c) Family Illness Leave – If an employee needs to care for a family member with a serious health condition, s/he may be eligible for family illness leave. If the employee is qualified, family illness leave will fall under DCFML unless federal FML provides more generous benefits. "Family member" includes child, parent, spouse, domestic partner, or a person for whom the employee is the legal guardian, and 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.

The employee and supervisor shall consult with Human Resources to determine which FML Act will apply, and to obtain administrative forms and instruction.

d) School Related Parental Leave

i) If an employee is the non-birth parent of a child, s/he may be eligible for parental leave. If the employee is qualified, parental leave will fall under DCFML unless federal FML provides more

generous benefits. "Family member" includes child, parent, spouse, domestic partner, or a person for whom the employee is the legal guardian. Parental leave must be taken within the first twelve (12) months of the birth of a child.

The employee and supervisor shall consult with Human Resources to determine which FML Act will apply, and to obtain administrative forms and instruction.

ii) The Association will provide additional parental leave up to twenty-four (24) hours in a twelve (12) month period for parents to attend school-related activities for their children or other children in an employee's direct family. Qualifying school-related activities are events such as those sponsored by a teacher, school, or parent-teacher association where the child is a participant, not a spectator, including: concerts, plays, rehearsals, sporting games or practices, and meetings with teachers or counselors.

For purposes of this subsection (d)(ii), "parent" includes an uncle, aunt, or grandparent.

ARTICLE 29 – Participation in Activities of Professional Organizations

SEC. 1 – The Association will grant reasonable time off to participate in the activities of professional organizations that are identified with the career direction of the employee, are coincidental with Association functions and objectives, and will not jeopardize the daily functions of the Association. Under the above conditions and in those instances in which the staff member has been chosen to serve on national bodies or present a professional paper or conduct a professional institute, the Association will provide reasonable time off without loss of benefits or salary.

SEC. 2 – Upon specific assignment or prior approval, employees will be reimbursed for dues or other incurred expenses for participation in professional organizations.

ARTICLE 30 – Reimbursement of Expenses

SEC. 1 – Employees will be reimbursed for expenses directly related to Association business, such as local fares, attendance at luncheon and dinner meetings, or the cost of meals purchased for guests of the Association. Staff members traveling on Association business will be reimbursed for reasonable travel and living expenses. Receipts shall be required for all such reimbursements.

SEC. 2 – When an employee is authorized by the Association to use her/his own automobile for business travel, the employee shall be reimbursed for mileage at a rate in accordance with IRS guidelines in effect as of the travel date(s) for computing mileage for personally owned vehicles. In addition, the employee shall be reimbursed for reasonable parking and toll charges. It is the employee's responsibility to insure that s/he has adequate liability and damage insurance for the automobile in accordance with applicable state laws.

An employee who is authorized to use her/his own automobile for business travel must have a current valid driver's license and appropriate insurance. The Association reserves the right to confirm such license and insurance.

ARTICLE 31 – Group Insurance

SEC. 1 – The Association agrees to provide a program of insurance coverage which includes medical, dental, and vision insurance, accidental death and dismemberment insurance, life insurance, long-term disability insurance, travel insurance while on Association business, and mental health treatment including provision that such care and treatment may be provided by a licensed, certified clinical social worker throughout the life of this agreement. The aforementioned program of insurance for bargaining unit employees will be the same program of insurance provided to managerial employees including the CEO, COO, and Deputy Directors.

SEC. 2 – Throughout the life of this Agreement, the Union and the Association agree that employees will pay the following toward cost of health, dental, and vision coverage:

Salary Tier	**Formula**
Salary < $45k	Individual - 8% of premium Family- 15% of premium
$45k ≤ Salary < $68k	18% of premium
$68k ≤ Salary < $85k	21% of premium
Salary ≥ $85k	24% of premium

SEC. 3 – To the extent that a similar insurance program is available, the Association agrees to continue maintenance of the foregoing programs of insurance coverage. However, if the Association is required by law to modify this coverage (for example, with respect to design and/or carrier), then it will make necessary changes to comply and provide appropriate notice to all employees and the Union.

ARTICLE 32 – Retirement Plans

SEC. 1 – Defined Benefit Plan:

The Association will continue to meet its obligations relating to funding and administration for the frozen, accrued benefits under the Defined Benefit Plan. However, over time, it may be necessary to change provisions of the program. The Association has the authority to change, modify, or discontinue the plan with notice and in compliance with applicable law and at the direction of the NASW Board of Directors. In the event of a change or discontinuance, all accrued benefits under the Plan will be preserved and distributed as required by Plan provisions and applicable law.

SEC. 2 – 401(k) Plan

All employees shall be eligible for the 401(k) Plan. Benefits under the plan shall include a non-elective employer contribution and an employer matching contribution for employees who are plan participants.

- A non-elective employer contribution of 5.5% of an employee's regular pay on a pay-by-pay basis.

- An employer matching contribution: an Employee's contributions up to 8% of regular pay will be matched at 50%.

All employees may make tax-deferred contributions to the 401(k) Plan in accordance with the Plan document and related federal tax requirements.

Disputes involving application of Plan provisions shall be subject to the Plan procedures as described in the Plan document.

SEC. 3 – If amendments or changes to either retirement plan are undertaken, notice of the proposed modifications will be provided to the Union.

SEC. 4 – Individual employee pension benefit estimates shall be available from the Plan record keeper upon request once per year or as made available through the Plans' websites.

NOTE: Details of the retirement plans are outlined in separate plan documents and in summary plan descriptions which will be made available to employees and/or the bargaining unit upon request.

ARTICLE 33 – Grievance Procedure

SEC. 1 – Introduction

Although this Article provides for formal grievance procedures, it is understood that an employee should discuss problems and complaints directly with her/his supervisor prior to initiating the formal grievance procedure. Should no resolution be reached informally and if any employee or the Union has any complaint against or any dispute with the Association or any supervisor concerning any matter covered by this Agreement, it shall be handled as a grievance under this Article. The following procedures shall apply in all non-discharge cases.

SEC. 2 – The grievance may be first presented orally by the aggrieved employee (or if several, by one member of the group) to the supervisor involved. A grievance must be initiated informally or formally within thirty (30) workdays of the occurrence relating to the dispute or complaint or within thirty (30) workdays of the date on which the employee became aware or should reasonably have become aware of its occurrence. The employee and the supervisor shall attempt to reach an agreed settlement. A Union Steward must be present. The supervisor may also request additional representation, providing such representation is not the Division Director. If the grievance is not settled at the informal level, the aggrieved employee may grieve as provided in Step One. If a grievance directly involves the actions of the Chief Executive Officer, the parties may mutually agree to skip to the third step.

SEC. 3 – Step One

When an informal resolution of the grievance has not been successful, the grievance may be presented in writing by the Union Steward to the supervisor or manager, whichever applies or would assist in resolving the grievance. The written grievance must be presented within ten (10) workdays of the informal meeting, if any.

The supervisor or manager shall hold a conference with the aggrieved employee and Union Steward within five (5) workdays after the receipt of the written grievance. Within five (5) workdays after the meeting, the supervisor or manager shall provide a decision in writing to the aggrieved employee and Union Steward. In the event the aggrieved employee is not satisfied with the decision, he/she may appeal in writing to Step 2 within ten (10) workdays.

SEC. 4 – Step Two

If the grievance is not resolved in Step One, the grievance will be presented in writing to the next-level manager. Within ten (10) workdays after receiving the written grievance, the manager shall meet and discuss the grievance with the aggrieved employee and designated Union representative. The manager shall

provide a written decision to the employee and to the Union within ten (10) workdays after such meeting.

SEC. 5 – Step Three

If the grievance is not settled at Step Two, the Union may, within ten (10) workdays, appeal the matter to the Chief Executive Officer or designee, who shall meet with the aggrieved employee and the international representative and local representative of the Union within ten (10) workdays. The Chief Executive Officer's decision will be submitted in writing to the Union within fifteen (15) workdays after such meeting. If the grievance is not resolved to the satisfaction of the Union by the Chief Executive Officer's decision, the parties may request arbitration in accordance with Article 34.

SEC. 6 – All of the time limits contained in this Article may be extended by mutual consent.

ARTICLE 34 – Arbitration

SEC. 1 – Non-discharge cases. The following procedures shall apply in all non-discharge cases. If the grievance is not resolved within twenty-one (21) work days of the Union's receipt of the decision in Article 33, Section 5, Step Three, the party filing the grievance may invoke arbitration by mailing to the Federal Mediation and Conciliation Service (FMCS), with a copy to the other party, the appropriate FMCS form for requesting a panel of seven (7) arbitrators. The arbitrator will be selected within fifteen (15) work days after receipt of the list. The parties shall alternate striking names from the supplied list. The Union shall strike the first name on the first arbitration case submitted, and the Association shall strike the first name on the second case submitted. Thereafter, the parties shall alternate striking names first. Failure to submit a grievance to arbitration in a timely manner will be deemed a waiver and will bar further processing of the grievance. Where there are not disputes over the nature of a grievance, the parties will prepare a joint stipulation of the grievance. The arbitration hearing will be scheduled as soon as practicable. The parties will submit written briefs in support of their positions within a reasonable time after the hearing. These briefs shall be served simultaneously. The arbitrator's decision will be final and binding on both parties. The cost of the arbitration will be borne equally by both parties. If either party invokes arbitration and an arbitration hearing is scheduled, the full cost of the arbitrator's fee will be borne by the party canceling the arbitration hearing.

SEC. 2 – Discharge Cases. In lieu of the procedures set forth above and in Article 33, a separate grievance-arbitration procedure is hereby established to provide for the expedited arbitration of grievances involving the discharge of an employee.

A grievance involving a discharge may be initiated by the Union within five (5) workdays of the date the employee and the Union are notified of the discharge. The grievance must be presented in writing to the Division Director or his/her designee. Within five (5) workdays after receiving the written grievance, the Division Director or her/his designee shall meet and discuss the grievance with the employee and the designated Union representative. The Division Director or her/his designee shall provide a written decision to the employee and to the Union within three (3) workdays after such meeting.

If the grievance is not settled at the meeting with the Division Director, the Union may, within three (3) workdays following receipt of the Division Director's decision, appeal to the Chief Executive Officer. The Chief Executive Officer or her/his designee shall meet with the employee and the designated representative from the Union within five (5) workdays after the filing of the appeal. The Chief Executive Officer will submit her/his decision in writing to the employee and to the Union within five (5) workdays after the meeting.

If the matter is still not resolved, the Union may file an appeal to arbitration by notifying the Association in writing of its intention to submit the matter to arbitration within five (5) workdays of receipt of the Chief Executive Officer's decision. The Association and the

Union will jointly designate and maintain a panel consisting of three (3) arbitrators who reside in the Washington, DC, metropolitan area, which shall be charged with the responsibility for hearing arbitration involving discharges of Association employees. In the absence of such panel, the selection of an arbitrator will be as provided by Section 1 above. Upon receipt of the Union's appeal to arbitration, the parties shall promptly contact the three (3) arbitrators and shall request possible dates for holding a hearing on the matter. The hearing shall be scheduled on the earliest of the dates submitted by any one of the arbitrators.

The time limits contained in this Article may be extended only upon the mutual written consent of the parties.

SEC. 3 – Authority of the Arbitrator. 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 the Agreement. In cases involving discipline or discharge, the arbitrators shall determine whether there was just cause for the action taken, and, if he/she determines that the action was justified, he/she may reduce or modify the penalty imposed, as he/she deems appropriate. Whenever back pay is awarded, the arbitrator must deduct from any calculation of back pay the amount of unemployment compensation, disability payments, or income from any other sources that the grievant received or could have received.

ARTICLE 35 – Right of Employees to Representation

SEC. 1 – Employees in the bargaining unit shall have the right to representation by the Union in meetings with management in which disciplinary action or written reprimand pertaining thereto is to be discussed.

ARTICLE 36 – Job Training and Employee Development

SEC. 1 – The Association is committed to staff career development and may request that an employee either enroll in a job-related training course or receive job training provided through the workplace in order to meet the qualifications of a given job. When that request is made by the Association, all costs such as tuition and transportation will be met by the Association, and the employee will remain on full salary. The Association is committed to providing career counseling to those interested in career development. At the same time, it is recognized that employees have a personal responsibility to take steps to reach their desired career goals. In cases where changes in technology render a job obsolete and retraining is not available, NASW will provide affected employees with outplacement counseling.

Education Assistance Program

1. This article acknowledges the commitment of NASW to fund an education assistance program. Such program shall be in operation during the period of this Agreement. The members of the bargaining unit shall be eligible to submit applications for educational assistance funding for courses, training, or classes designed to enhance the potential contribution of the employee to the Association.
2. A management/bargaining unit team composed of two representatives each will select the employee who will receive financial assistance. The team will determine how to apportion the money and how many proposals to fund.
3. A total of $15,000 will be available every July 1 that the Articles of Agreement are in effect.
4. Important factors to be considered in determining the staff selected to receive educational assistance are:

    - Number of staff applying
    - Whether the education program will enhance the individual's overall skills
    - The seniority of the applicant

5. No one applicant may receive more than $3,500 in a year unless there are no other qualified applicants.
6. Payment will be made directly to the educational provider at the time fees are required to be paid.

ARTICLE 37 – Complete Agreement

SEC. 1 – The parties agree that they have bargained fully as to all matters affecting wages, hours, and other conditions of employment and have settled the same for the term of this Agreement. This Agreement contains the full understanding of the parties as to all of the terms and conditions of employment for all employees in the bargaining unit.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with regard to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

No oral agreements modifying or altering the provisions of this Agreement shall be binding upon either party. This Agreement may be changed only by a written document, duly executed by the parties hereto.

ARTICLE 38 -- Contract Duration

This contract shall be in force until June 30, 2017. Both parties agree to begin negotiations on new contract provisions no later than April 1, 2017 with an objective of reaching agreement forty-five (45) days prior to the expiration of the contract.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 22nd day of July, 2014. The parties acknowledge that all terms of this Agreement took effect by July 11, 2014, unless otherwise stated within the specific terms of this Articles of Agreement.

FOR:
COMMUNICATIONS WORKERS OF AMERICA, WASHINGTON BALTIMORE NEWSPAPER GUILD LOCAL 32035

Names and signature lines below:

Rick Ehrmann
WBNG Representative

Gregory Wright
Unit Chair

Dina Kastner
Unit Vice Chair

Rochelle Wilder
Elections Chair

FOR:
NATIONAL ASSOCIATION OF SOCIAL WORKERS

Names and signature lines below:

Anthony McClain, PhD, LICSW
Chief Executive Officer

Martha Lequeux
Human Resources Director

Cheryl Bradley
Publisher

Mel Wilson
Manager, Social Justice and Human Rights

Susan Drubin
Manager, Benefits and Compensation

Appendix A

Bargaining Unit Position Titles
July 11, 2014

Pay Level	Position Title
VII	Database Analyst
	Lobbyist/Sr. Gov't Relations Associate
	Sr. Chapter Relations Associate
	Sr. Communications Associate
	Sr. Digital and Web Specialist
	Sr. Ethics Associate
	Sr. Field Organizer
	Sr. Graphic Designer
	Sr. Marketing Associate
	Sr. Policy Advisor
	Sr. Policy Associate
	Sr. Political Action Associate
	Sr. Public Relations and Communications Associate
	Sr. Public Relations Associate
	Sr. Practice Associate
	Sr. Professional Review Associate
	Sr. Web Communications Associate
	Sr. Staff Associate
	Web Database Analyst
VI	Continuing Education Coordinator
	Marketing Specialist
	Production/Media Specialist
	Public Relations Associate
	Senior Editor
	Social Work Associate
	Web Designer
	Help Desk Technician
V	Credentials Analyst
	Editor
	Marketing Associate
	Professional Development Analyst
	Professional Review Assistant
	Writer & Production Assistant
IV	Accountant I
	Circulation Coordinator

	Continuing Education Assistant IS Technician Project Coordinator Marketing Coordinator
III	Accounting Assistant Advertising Assistant Administrative Assistant Credentials Assistant Marketing Assistant Sr. Information Services Representative Subsidiary Rights Assistant
II	Credentials Services Representative General Clerk III Receptionist Sr. Accounting Clerk
I	Data Entry Clerk General Clerk

Appendix B

Bargaining Unit Pay Structure

July 1, 2014 through June 30, 2015

Pay Level	Minimum ($000)	25th Percentile ($000)	50th Percentile ($000)	75th Percentile ($000)	Maximum ($000)
VII	55.2	69.1	83.0	96.9	110.7
VI	48.8	61.1	73.4	85.6	97.9
V	43.2	54.0	64.8	75.6	86.5
IV	37.0	46.2	55.5	64.8	74.1
III	31.6	39.6	47.5	55.5	63.5
II	27.3	34.0	40.7	47.4	54.1
I	23.1	28.9	34.6	40.4	46.2

Appendix B

Bargaining Unit Pay Structure

July 1, 2015 through June 30, 2016

Pay Level	Minimum ($000)	25th Percentile ($000)	50th Percentile ($000)	75th Percentile ($000)	Maximum ($000)
VII	56.9	71.2	85.5	99.8	114.1
VI	50.3	62.9	75.6	88.2	100.9
V	44.5	55.6	66.8	77.9	89.1
IV	38.1	47.6	57.2	66.7	76.3
III	32.6	40.8	49.0	57.2	65.4
II	28.1	35.0	41.9	48.8	55.7
I	23.8	29.7	35.7	41.7	47.6

Appendix B

Bargaining Unit Pay Structure

July 1, 2016 through June 30, 2017

Pay Level	Minimum ($000)	25th Percentile ($000)	50th Percentile ($000)	75th Percentile ($000)	Maximum ($000)
VII	58.6	73.3	88.0	102.8	117.5
VI	51.8	64.8	77.8	90.9	103.9
V	45.8	57.3	68.8	80.2	91.7
IV	39.2	49.1	58.9	68.7	78.6
III	33.5	42.0	50.4	58.9	67.3
II	29.0	36.1	43.2	50.3	57.4
I	24.5	30.6	36.8	42.9	49.0

Appendix C

Letter of Understanding

A. Leave Donation

1. Employees may choose to transfer annual leave into a Sick Leave Pool from which other employees in personal exigencies and without paid leave time may draw.
2. Employees may donate no more than five (5) days annual leave in a calendar year.
3. Employees with fewer than five (5) annual leave days may not transfer annual leave to the leave pool.
4. Employees wishing to donate Annual Leave may do so by completing a leave donations request form. Leave must be donated before December 1 of each year.
5. Once leave has been donated, it may not be restored or returned to the leave donor.
6. The maximum dollar amount for the Leave Pool is $10,000.

Minimum Criteria for Requesting Leave:

1. The requesting employee must be eligible to use sick or annual leave to be qualified as a recipient of donated leave (probationary employees are excluded).
2. The requesting employee must have experienced a personal emergency, which means a medical or family emergency or other hardship that is likely to require the staff member's absence from duty for a prolonged period of time and to result in substantial loss of income to the staff member because of the unavailability of paid leave.
3. The employee must use all available paid leave before being eligible for leave donation.
4. Donated leave will be paid to the requesting employee at the employee's prevailing compensation rate.
5. This leave donation bank does not prohibit the Association from further assisting employees. However, this policy is not intended to change policies already in place regarding leave and benefit programs.

B. Job Descriptions

The Association will meet with bargaining unit representatives on a quarterly basis to review the status of pending job descriptions and job vacancies.

C. Prior Chapter Service Credit

Prior continuous service as an employee in an NASW Chapter will be acknowledged for the purposes of calculating annual and sick leave.

D. Telecommuting/Work Pilot

Within the first year of the term of this Agreement, the Association will draft and implement a pilot policy for telecommuting/working, which will also address flexible work schedules for those employees in positions for which telecommuting/working is not viable.

Before the pilot policy is final, the Human Resources Director will meet with the Vice Chair of the Union for discussion.

E. Hours of Work

The employee with valid medical documentation will be grandfathered into the previous work schedule between 7:30am and 6:30pm. Employee schedules must be approved by their supervisor.

F. Merit Bonuses

Management reserves the right to implement merit bonuses for excellent performance.

Appendix D

Geographic Definitions

WASHINGTON, DC METROPOLITAN AREA 2000

DISTRICT OF COLUMBIA

INNER CORE
Arlington County, VA
Alexandria City, VA

INNER SUBURBS
Montgomery County, MD
Prince George's County, MD
Fairfax County, VA
Fairfax City, VA
Falls Church City, VA

OUTER SUBURBS
Calvert County, MD
Charles County, MD
Frederick County, MD
Loudoun County, VA
Prince William County, VA
Stafford County, VA
Manassas City, VA
Manassas Park City, VA

FAR SUBURBS
Clarke County, VA
Culpeper County, VA
Fauquier County, VA
King George County, VA
Spotsylvania County, VA
Warren County, VA

Fredericksburg City, VA
Berkeley County, WV
Jefferson County, WV

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