

**AGREEMENT** between  
**THE NEWSPAPER GUILD OF GREATER PHILADELPHIA LOCAL 10**  
**(TNG/CWA 38010) AFL-CIO, CLC**  
and  
**The Philadelphia Area Project on Occupational Safety and Health**  
**(Philaposh)**

July 29, 2011 to July 31, 2013

**Article I – Guild Recognition**

1.1 This contract is made this 27th day of July, 2011, by and between PhilaPOSH (hereinafter known as "the Employer") and The Newspaper Guild/Communications Workers of America, Local 38010, chartered by The Newspaper Guild/Communications Workers of America, AFL-CIO, CLC. (hereinafter known as the "Union"). The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time employees.

1.2 Performance of the kind of work normally or presently performed by the employees shall be assigned only to those employees, except that this clause shall not prevent assigning volunteer work, or the hiring of temporary part-time staff.

a. Volunteers may be used in accordance with past practice.

b. Temporary employees may be hired to fill in for employees on leave of absence, as vacation replacements or for special projects of three months duration or less.

c. Student interns may be utilized.

d. Part-time employees are employees who are scheduled to work not less than 20 hours per week.

1.3 Part-time employees will receive pro-rated benefits, based upon the number of hours actually worked.

**Article II – Guild Shop**

2.1 The Employer shall require as a condition of employment of each employee that the employee become and remain a member of the Guild in good standing within thirty (30) days following the effective date of this contract or within thirty (30) days after date of hire.

**Article III – Checkoff**

3.1 Upon an employee's voluntary written assignment, the Employer shall deduct monthly from the earnings of such employee and pay to the Guild not later than the 10th day of each month all Guild membership dues. Such membership dues shall be deducted from the employees earnings

in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of this assignment.

#### Authorization to deduct Guild Membership fees

I hereby assign to the Philadelphia Newspaper Guild and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the Philadelphia Guild, starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Philadelphia Guild not later than the 10th day of the month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this agreement and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each for the period of each succeeding applicable contract between the Employer and the Guild, whichever period will be shorter unless written notice of its revocation is given by me to the Employer and the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month in which the Employer receives it.

This authorization and assignment supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

#### Article IV – Discrimination

4.1 The Employer shall hire and promote employees without regard to age, sex, race, religion, color, national origin, military status, marital or parental status, family relationship, sexual or affectional orientation, political activities or beliefs, or irrelevant mental or physical handicaps. The Employer shall actively recruit women and members of minority groups for all positions covered by this contract. The Employer's hiring standards shall not exceed those required to perform the job.

#### Article V – Information to the union

5.1 The Employer shall provide the Union with the following information for each present employee and each new employee within 10 days after hiring:

(a) Name, address, sex, minority group, date of birth and Social Security Number.

(b) Date of hire

(c) Classification Job Title

(d) Salary and benefits

5.2 The Employer will notify the Union in writing of any changes in status of any employee, including resignations and retirement.

#### Article VI – Security

6.1 There shall be no dismissal except for just and sufficient cause. The Union and the employee must be notified in writing at least four weeks in advance of any dismissal with specifications of the facts alleged to constitute the just and sufficient cause, except that four weeks pay may be given in lieu of the notice in extreme circumstance.

6.2 There will be a probation period of 90 days for all new employees during which time they may be discharged without recourse by the Union. New employees will receive written evaluations after 90 days and after 180 days of employment. Two PhilaPOSH board members and one staff member will participate in this review process. Findings will be reported to the Board at its next meeting.

6.3 A layoff, as distinguished from a discharge for just and sufficient cause, shall not be made unless and until the Employer establishes that such a layoff is necessary, except that there shall be no layoff as the result of the introduction of new or modified processes or equipment.

In case of a layoff, the Employer will notify the Union at least four weeks in advance, and voluntary resignations and layoffs will be accepted.

#### Article VII – Grievance procedure

7.1 The Union shall designate a committee of its own choosing to take up with the Employer or authorized agent any matter arising from the application of this contract or affecting the relations of an employee and the Employer. The Employer agrees to meet with the committee within five working days after the request for such a meeting. Efforts to adjust a grievance shall be made on normal work time.

7.2 Any matter involving the interpretation, administration or alleged violation of this contract (except renewal of this contract) including any question whether a matter is arbitrable, not satisfactorily settled within 30 days of its first consideration, may be submitted by either party to final and binding arbitration. Such arbitration shall be conducted by a volunteer arbitrator mutually selected by the parties. The cost of the arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

#### Article VIII – Job posting and bidding

8.1 Present employees will be given first notice concerning any vacancy when one occurs. The notice will contain a job description and a summary of background requirements. The Employer will provide to the Union a full explanation of why an employee is denied promotion or transfer. The Union will be given any criteria used to evaluate an employee seeking a promotion.

#### Article IX – Hours of work

9.1 The normal work week shall be Monday through Friday. Any employee who works on Saturday or Sunday will be compensated accordingly: work of less than four hours will receive a half-day in comp time; work of more than four hours will receive a full day of comp time.

#### Article X – Leaves of absence

10.1 The Employer will grant an employee upon request a leave of absence for good and sufficient cause. A leave of absence will not be considered a break in service. Such leaves may be requested by employees who have exhausted their FMLA entitlement.

10.2 If an employee is elected or appointed to a position in TNG/CWA, or a local of TNG/CWA, such employee, upon the employee's request, shall be given a leave of absence for up to one year, a period which may be renewed by the Board, and shall be reinstated in the same or comparable position upon the expiration of such leave.

10.3 A leave of absence shall be granted to an employee elected or appointed delegate to conventions of TNG/CWA, or any organization with which TNG/CWA is affiliated, and to a delegate to special meetings called by TNG/CWA, or by a branch thereof or by an organization with which TNG/CWA is affiliated. An employee designated by the Guild to attend a negotiating meeting or any other meeting between the employer and the Guild shall be released for that purpose without loss of pay.

10.4 Maternity/paternity leaves shall be 90 calendar days with pay and maintenance of all benefits. This leave may begin when all accumulated sick time has been exhausted.

10.5 Employees will receive up to one week's pay in the event of a death in the family, including spouse, parent, grandparent, brother, sister, in-laws, children, grandchildren, or significant other. In special circumstances, consideration will be given for relatives not enumerated above.

10.6 Employees can receive two week's leave of absence with pay every three years for educational purposes and skills development. Such education must contribute to the long-term development of PhilaPOSH.

10.7 FMLA: The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and to extend FMLA benefits and protections to all employees in the bargaining unit. The parties further agree that employees shall have all FMLA leave calculations based upon the calendar year beginning January 1 and ending December 31. The Employer agrees further that it will pay the full cost of health insurance during any leave taken under FMLA. No employee shall be required to use paid vacation or paid personal leave for any FMLA absence in which the

employee does not request such pay. Nor will the employer unilaterally designate paid sick leave as FMLA leave. Finally, all FMLA requests will be submitted to the Personnel Committee. The Committee will act promptly on all requests. All provisions of the FMLA apply unless otherwise modified in this section.

#### Article XI – Health and safety

11.1 The parties mutually agree to adopt the objective of maintaining a safe and healthy workplace for all employees. The right of an employee to (a) refuse to accept an assignment or a job which the employee has reason to believe is hazardous or is performed under hazardous conditions; and (b) refuse to report for work because an employee has reason to believe that travel to or from work or work at the employee's place of work is hazardous, is hereby confirmed.

11.2 The PhilaPOSH Board and the Union agree that workplace violence and sexual harassment are inappropriate behaviors and, therefore, agree to adopt a policy of "zero tolerance" toward such behaviors. The parties agree to review and assess the potentials for violence and sexual harassment; implement written prevention programs and each year train and inform all employees, including managers and supervisors (and possibly volunteers), about the implementation of the programs.

11.3 Before the introduction of equipment such as VDTs or CRTs, the Employer shall consult with the Union on the design of such equipment and on all aspects related to operator health and safety. No such equipment shall be installed until agreement has been reached on these matters.

11.4 Any dispute on health and safety may be taken up through the grievance procedure.

#### Article XII – Wages

12.1 Effective on July 29, 2011, the following wages will be paid:

Staff person (full time) \$48,000 per year.

Effective November 1, 2012 3 % wage increase.

Wages will be regularly reviewed, based on the finances of the organization.

In year 2 of this agreement, if there is a reversal of funding, the parties agree to re-open the agreement to negotiate economic terms.

#### Article XIII – Insurance

13.1 Existing health insurance shall continue, making note that prescription plan coverage replaced dental coverage in the 1998 contract. The Employer will pay the full cost of coverage for full time employees and eligible dependents. The Employer will pay the full cost of coverage for part-time employees. Part-time employees may elect to cover their eligible dependents at their cost.

13.2 Employees are eligible to participate in the Communications Workers of America Savings and Retirement Trust by voluntary salary deferrals. Effective July 29, 2011 The PhilaPOSH Board agrees to a 2.7 percent weekly salary contribution to the fund. Effective November 1, 2012 the PhilaPOSH Board agrees to a 3 percent weekly salary contribution to the fund.

#### Article XIV – Holidays

14.1 The following days will be paid holidays:

New Year's Day

Martin Luther King's Birthday

Presidents Day (The Presidents Holiday will be granted on the day the District Council 33 Building is closed.)

Easter Monday

Memorial Day

Independence Day

Labor Day

Election Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve

Christmas Day

Any holiday which falls on a Saturday or Sunday will be celebrated on the next following work day.

14.2 Each employee will receive two paid personal day annually, to be scheduled consistent with the scheduling needs of the office.

#### Article XV – Sick days

15.1 Employees shall receive up to 15 paid sick days a year, with a maximum accumulation of 30 days.

#### Article XVI – Vacation

3 months - 1 week

6 months - 2 weeks

9 months - 3 weeks

1 year - 4 weeks

3 years - 5 weeks

5 years - 6 weeks

Vacations may be taken in single days or may be accumulated during an 18-month period. The staff will work out a vacation schedule to provide adequate coverage for the office.

The office may be closed between Christmas Day and New Year's Day provided that coverage is maintained.

#### Article XVII – Expenses

17.1 Employees will be reimbursed for all travel expenses in the service of the Employer. Any employee using a personal car for work will be reimbursed at the allowable IRS rate. In addition, the Board will consider taking steps to provide monthly paid parking for all Employees.

17.2 A meal allowance of \$10.00 will be paid to any employee working away from the PhilaPOSH office or working more than 10 hours in any day. Employees whose assignment requires an overnight stay will be paid a per diem allowance of \$50.00 plus lodging expenses.

17.3 Any remuneration, except for actual expenses (i.e. travel, etc.) for any work done by PhilaPOSH employees for other organizations shall be paid to PhilaPOSH. Any exception must be approved by the Board.

17.4 Employees may spend up to \$200.00 for emergency expenses or for supplies for the organization. Any greater expenses must be approved in advance by the Board.

#### Article XVIII – Standard of conduct

18.1 All employees must exercise the utmost discretion regarding all matters of PhilaPOSH official business. Employees must refrain from any action or public pronouncement that might reflect adversely on PhilaPOSH and shall not communicate any information that has not been

made public. Employees must make clear, when making personal statements or endorsements, that their positions do not necessarily reflect the position of PhilaPOSH.

#### Article XIX – Duration

19.1 This contract will expire on July 31, 2013 and shall be binding on the successors and assigns of the Employer.

19.2 Within 60 days prior to the expiration of the contract, either party may initiate negotiations for a new contract and the terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated. All negotiated improvements shall be made retroactive to the effective date of the new contract.

FOR PhilaPOSH FOR THE UNION

Signed

Katherine A. Black, Chair

William D. Ross Executive Director TNG-CWA Local 38010