

Agreement  
Between  
The Nation Institute  
And  
CWA Local 1180, AFL-CIO

February 29, 2016 – February 28, 2018

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THIS AGREEMENT entered into at New York, NY, as of \_\_\_\_\_ (date) between THE NATION INSTITUTE (hereinafter referred to as the Employer) and COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180 (hereinafter referred to as the Union), acting for an on behalf of itself and of all the employees of the Employer described in Article I hereof.

#### Article I—RECOGNITION

- A. The Nation Institute (herein “The Employer”) hereby recognizes Communications Workers of America, on behalf of its Local 1180 (herein “The Union”) as the exclusive and sole bargaining representative in the following unit:

All full and part time employees but excluding interns, confidential employees, managerial employees, guards and supervisors as defined in the Act.

- B. The Employer agrees not to negotiate concerning wages, hours and other terms and conditions of employment of personnel defined in Paragraph A above, with any other organization other than the Union for the duration of this Agreement.
- C. The Employer agrees to negotiate with the Union over the creation of new titles and their placement in the bargaining unit as required by law. The Employer further agrees to notify the Union upon commencing a search to fill non-supervisory, non-managerial or non-confidential administrative or clerical job titles. The terms supervisors, managerial and confidential shall have the same definitions as applied by the National Labor Relations Board.
- D. When used herein “the Executive Director” shall include his/her designee.

#### Article II—MEMBERSHIP AND PAYMENT OF DUES

- A. The Employer and the Union agree that as a condition of employment, all employees within the scope of the bargaining unit shall become members of the Union within 30 days following the effective date of this Agreement.

1. All employees who become members of the Union shall remain members during the life of this Agreement.
2. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article II.A, said employee shall be terminated within 30 working days after the receipt of notification unless the employee has complied with the conditions of Article II.A.1.
3. The Union agrees to indemnify and hold harmless the Employer in connection with any grievances, charges, complaints, claims or lawsuits which may arise in connection with action taken by the Employer at the request of the Union pursuant to the terms of this Article.

**B. Maintenance of Dues (Check-Off)**

Upon an employee's voluntary and written assignment, all dues for Union membership, as prescribed in the constitution and by-laws of the Union, shall be deducted in equal amounts from each payroll check of each member and remitted to the Union. Such membership dues shall be deducted from the employees' earnings in accordance with the Union schedule of rates. Said schedule will be furnished to the Employer by the Union and may be amended at any time. Notification of such amendment must be made to the Employer 30 days prior to the payroll date nearest to the effective date of the dues change.

1. The permission to retain dues shall be granted through the assigning of authorization cards on a form approved by the Union.
2. The Union shall indemnify the Employer against any and all claims or other forms of liability that may arise from such authorization.
3. The withdrawal of authorization may be accomplished only through the termination of the Agreement, or through the members' written notification, to both the Employer and the Union, of his/her desire to withdraw such authorization thirty days prior to the annual anniversary of the granting of such authorization. Otherwise, the granting of such

authorization shall remain in effect during the life of this agreement.

### Article III—GRIEVANCE PROCEDURE

#### A. Declaration of purpose

The purpose of this procedure is to establish and maintain a method of ensuring smooth and uninterrupted operation of the Employer under the terms of this Agreement; to have a smooth process for handling and disposing of differences equitably within the shortest period of time and at the lowest available level. The Employer may only discipline employees for just cause. The Employer further commits to the principle of progressive discipline.

#### B. Definitions

1. A grievance is defined as any controversy or dispute arising between the parties hereto relating to any matter of discipline, wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.
2. Days shall mean calendar days.

C. The processing of a grievance filed by an employee or the Union to arbitration shall be the sole and exclusive right of the Union.

#### D. General procedures

1. Meetings between the Employer and the employee and/or the Union regarding the processing of a grievance shall be conducted during the hours of employment.
2. The time limits imposed upon either party during any step of this procedure may be extended by mutual oral agreement, and shall be confirmed in writing.
3. Except for the informal decision at Step I, all decisions shall be rendered in writing at each step of the grievance procedure and reasons shall be stated only for the denial of a grievance.
4. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be

deemed to be discontinued and further appeal under this Agreement will be barred.

5. The Employer and the Union agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievances to the extent such material is required to be disclosed under the Nation Labor Relations Act.

E. The steps of the grievance procedure shall be as follows:

Step I

An employee or the Union shall bring the grievance to his/her immediate supervisor with the object of resolving the matter informally. The Shop Steward shall be present at the grievant request. This step shall be taken no later than 30 days after the date on which the action giving rise to the grievance occurred or the grievant should have become aware of the action or had knowledge thereof. Any resolution of the grievance at this level shall be in accordance with the submission of a grievance. The supervisor may extend the period of response with the consent of the Union, which shall not be unreasonable denied.

Step II

If the grievance is not resolved, it shall be reduced to writing and submitted to the Executive Director within 14 days of the proposed Step I resolution. The Executive Director shall provide a written response within 14 days of the submission of a grievance. The Executive Director and the Union may agree to an extension of the period of response for up to an additional 14 days, and upon the Executive Director's request. The Union shall not unreasonably deny the Executive Director's request for additional time.

F. Arbitration

If either the Union or the Employer desire to proceed to arbitration, the process shall be as follows:

1. Within 14 days after the final meeting between the parties or a final decision on the grievance, which ever comes later, either party may file with the other a written Notice to Arbitrate.

2. The Notice to Arbitrate shall set forth the issue to be arbitrated and the relief requested.
3. The matter shall be submitted to an Arbitration Panel consisting of one representative selected by the Union and one representative selected by the Employer.
4. The two selected representatives shall confer and, within 14 days after the receipt of the Notice to Arbitrate, select a third member who may be chosen only by the agreement of both members of the panel.
5. Should the arbitration panel not agree upon a neutral member within 14 days, the New York State Employment Relations Board (SERB) shall be requested to provide a list of 7 arbitrators. The Union and the Employer shall each strike one name at a time, with the initiating party striking first. The last remaining name shall serve as the neutral member of the panel.
6. The arbitration panel shall hear the appeal as quickly as possible following notification of the appointment of the neutral.
7. The rules of the hearing shall be those utilized by SERB in their arbitration proceedings.
8. The decision of the panel shall be issued within 30 days from the close of the hearing.
9. The decision of the arbitrator shall be final and binding upon both parties.
10. All joint fees and expenses of the arbitration shall be equally divided between the Employer and the Union.

#### Article IV—DISCIPLINE

##### A. Just Cause Discipline

The Union recognizes the employer's right to immediately terminate employees for serious "just cause" violations of employer rules and policies enumerated in the Employee Handbook – infractions that threaten the existence of the organization or the lives or welfare of other employees or managers or visitors or other business relations. Such Just Cause violations include, for example, violence, discrimination, harassment, retaliation, theft, drug or alcohol abuse and other unsafe conduct. The union retains the right to utilize the Grievance Procedure to challenge the factual validity of alleged just cause violations.



B. Progressive Discipline

The employer shall practice the principles of “Progressive Discipline” of union employees for violations of employer rules and policies such as issues of skill, ability, performance, attendance or other such violations which do not present an immediate threat to the organization or to the lives or welfare of other employees or managers or visitors or other business relations. The principles of progressive discipline require two written warnings of an infraction of a company rule or policy prior to imposing suspension or termination for that specific infraction. The union may file a grievance at any stage in this process.

Article V—NO DISCRIMINATION/AFFIRMATIVE ACTION

- A. The Employer does not discriminate in employment opportunities or practices on the basis of actual or perceived race, color, creed, religion, sex, gender, gender identity, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, alienage or citizenship status, age, veteran status, military status, disability, genetic predisposition, genetic information, domestic violence victim status, sex offense or stalking victim status or any other characteristic protected by applicable law. The Institute will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship.
- B. The Employer shall treat all employees with dignity and respect.
- C. The Union and the bargaining unit members shall treat the Employer with dignity and respect.

Article VI—WHISTLEBLOWER PROTECTION

A. WHISTLEBLOWER PROTECTION POLICY

Prohibited Behavior and Reporting Responsibility

The Nation Institute (the “Institute”) requires that its directors, officers, employees, consultants, contractors and volunteers observe high

standards of business and personal ethics in the conduct of their duties and responsibilities. The purpose of this Whistleblower Protection Policy is to encourage all employees and others to report any violation or suspected violation of applicable laws, regulations and/or policies of the Institute, including the Institute's Business Ethics and Conduct Policy (which is set forth in the Institute's Employee Handbook), internally, without fear of reprisal, so that the Institute can address and correct any inappropriate conduct.

### No Retaliation

The Institute strictly prohibits any form of retaliation against any individual who in good faith reports a violation, or a suspected violation, or who cooperates in the investigation of any such report. This prohibition against retaliation may include but is not limited to, remarks or threats of punishment or revenge, actual punishment or revenge, harassment, reassignment to a less desirable position or shift, pay decrease, denial of promotion or discharge. Any individual within the Institute who retaliates against another individual who in good faith reported a violation or suspected violation or who cooperated in the investigation of any such report will be subject to discipline, including, potentially, termination of employment.

### Complaint Procedure

All employees and others who believe they have information relating to violations or suspected violations of applicable laws, regulations and/or policies of the Institute, or any form of retaliation, are strongly encouraged to report the matter to their supervisor, the Executive Director and/or any member of the Executive Committee of the Board of Directors. Union member employees also have the option of utilizing the grievance procedure set forth in Article III of the Collective Bargaining Agreement, and if the allegation is against the Executive Director, the union member employee may contact the Chair of the Board of Directors, or his/her designee.

The Institute will conduct a prompt, thorough and impartial investigation of the matter and cause the appropriate corrective action to be taken if warranted by the findings of the investigation.

While the Institute encourages anyone reporting a violation or suspected violation, or retaliation, to identify him/herself when making a report in order to facilitate the investigation of the same, such reports may also be made anonymously. Regardless of how the reports are submitted, the Institute cannot guarantee complete confidentiality regarding such reports or complaints as there are circumstances where certain information must be disclosed. However, the Institute will endeavor to keep such reports or complaints confidential to the extent practicable.

Any individual reporting a violation or a suspected violation must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove to have been made maliciously or knowingly to be false (and that prove to be unsubstantiated) will be viewed as a serious disciplinary offense.

### Acknowledgement

All directors, officers, employees, consultants, contractors and interns will receive a copy of this policy and will be required to sign, date and return a form acknowledging, among other things, that they received, read, understood and will comply with this policy, and that they were afforded an opportunity to ask questions about the policy.

## Article VII—MANAGEMENT RIGHTS

- A. All management functions, responsibilities, rights power and authority to direct the work force, including the right to hire and fire employees, to assign them work, to lay off employees and to make reasonable rules for the work place, are vested and retained exclusively by the Employer except as specifically limited by the express provision of this Agreement.
- B. The parties recognize that any employee in the bargaining unit can be assigned to perform any task necessary for the success of the Employer. However, before any adverse action is taken against any employee for poor performance, the Employer will advise the employee of the steps necessary to improve his/her performance.

- C. The Employer will not exercise the authority in this Article in an arbitrary manner. The impact of the Employer's decisions on employees shall be subject to negotiation.
- D. Mandatory subjects of negotiation not covered by this Agreement shall be discussed between the parties as required by law.

#### Article VIII—HOURS OF WORK AND OVERTIME

- A. The standard work week shall consist of an eight-hour day, worked consecutively between the hours of 9 a.m. and 7 p.m., Monday through Friday. Nothing contained herein shall prevent the parties from agreeing to a variation from these hours or for a flexible work week. Permission from the Employer for such flexible working schedules shall not be unreasonable withheld. Time shall be recorded in a manner prescribed by the Employer.
- B. Consistent with the terms of the Federal Fair Labor Standards Act ("FLSA"), where the needs of the Employer require additional work time, employees covered under the FLSA shall be paid a 50% premium for all hours worked beyond 40 in a workweek. Employees exempt under the FLSA, who are required to work beyond the regular work week, shall receive compensatory time off on an hour for hour basis. Additionally, part-time, non-exempt employees who are regularly scheduled to work less than the standard work week (described in Subsection A immediately above), who in a given workweek are required to work beyond their regularly scheduled number of hours per workweek shall receive compensatory time off on an hour for hour basis for all hours worked in excess of their regularly scheduled hours per workweek up to 40 hours worked in that workweek. If such part-time, non-exempt employees are required to work in excess of 40 hours in that workweek, they shall be paid a 50% premium for such hours worked beyond 40 in that workweek.
- C. For the purposes of this section time in pay status shall be deemed as hours worked.
- D. Compensation time: In addition to existing compensation time policies, members of the bargaining unit shall receive one (1) compensatory day off for every three (3) evening events they work.

## Article IX—JOB CLASSIFICATIONS

- A. A job description for each covered job classification shall be provided within 60 days of the execution of this Agreement to the employee and the Union. Job descriptions are guides to the general duties of the position; however, the duties listed on the job classifications are not to be construed as a limitation on the Employer's right to assign work. In the event that the Employer chooses to reassign or significantly alter an employee's assigned duties, encompassing up to 20% of the employee's work responsibilities, the employee may request a meeting with the Employer and the Union to confer over the impact of the new duties.
- B. Prior to filling any positions covered by this Agreement, the Employer shall post a notice of vacancy in a prominent place on the Employer's premises for at least 7 working days. The notice shall state the duties and qualifications and the deadline for filing an application for the position. In case of an emergency vacancy, the Employer may fill such vacancy position on an acting basis for up to 90 days without posting the position.

## Article X—SENIORITY

Seniority shall be defined as the length of continuous employment at the Employer, including any authorized leave of absence or lay-off.

## ARTICLE XI—PROBATIONARY PERIOD

There shall be a 6-month probationary period for all employees hired during the life of this Agreement. It is expressly understood that the Employer retains the right to terminate the services of a probationary employee at any time during such period without being subject to any of the provisions or requirements of Article III of this Agreement. If the Employer fails to advise probationers of known performance deficiencies within the first 60 days of employment or thereafter when known, the probationary period will be extended by 30 days upon the request of the Union.

The Employer shall have the right to extend the probationary period for up to an additional 60 days for employees staffed on the Nation Books and

Investigative Fund projects if, in its sole discretion, such additional time is required. The discretion to extend the probationary period shall not be routinely exercised.

During the probationary period, members of the bargaining unit shall be afforded all other benefits outlined in this contract, subject to eligibility requirements and all other applicable terms and conditions.

## Article XII—TERMINATION OF EMPLOYMENT

### A. Decision to layoff

The Employer shall have the right to lay off employees for economic reasons after the Union is notified with at least two weeks notice. After providing such notice, the Employer agrees to meet with the Union to discuss the layoff.

### B. Order of Layoffs

Layoffs for economic reasons shall be made in reverse order or length of service with the department and job classification concerned, but an employee of outstanding ability or one who is engaged in a special function may be exempted from this provision. Otherwise, the employee having the least length of service in the department and classification shall be the first employee laid off.

### C. Seniority

Employees laid off for economic reasons shall retain their seniority for a period of two years thereafter.

### D. Offer of Reemployment

Any employee laid off for economic reasons that have retained his/her seniority shall be offered reemployment in the same or similar job before anyone else may be hired for such job. The reemployment offer shall be transmitted by certified mail, return receipt requested, to the employee's last known address.

### E. Order of Recall

When more than one employee in the same classification has been laid off for economic reasons, recall shall be in reverse order of layoff.

F. Terms of Departure

Except in cases of termination for Just Cause or where such a meeting would not be practicable under the particular circumstances, prior to cessation of employment, at the request of the employee or the Employer, the employee and management will meet with a union representative present to discuss terms of departure.

Article XIII—UNION RIGHTS

- A. The Employer shall designate a Bulletin Board for the posting of Union notices.
- B. The employees shall elect a shop steward for the purpose of conducting routine Union business. The shop steward shall be allowed reasonable time during working hours to conduct such necessary Union business as long as it does not interfere with the employee's job responsibilities.
- C. Up to three employees shall be designated by the Union to attend a negotiating meeting or other meeting between the Employer and the Union and shall be released for that purpose without loss of pay.
- D. Upon request, a duly authorized representative of the Union shall be permitted reasonable access to the employment premises during working hours for the purposes of ascertaining compliance with this Agreement, investigating grievances, or conducting other Union business as long as it does not interfere with the job responsibilities of the employees.
- E. The Employer shall supply the Union with a seniority list of all employees, showing date of hiring and rate of pay and shall update the list upon any change.

ARTICLE XIV—NEW TECHNOLOGY

Training on any new equipment or computer software shall be offered to appropriate staff members.

## ARTICLE XV—SALARIES

- A. Effective June 1, 2016, the Employer will institute a minimum salary for members of the bargaining unit of \$35,000 for full-time employees, excluding interns. Effective June 1, 2017, the Employer will apply a raise equal to New York City's Cost of Living Adjustment to the minimum salary for members of the bargaining unit.
- B. Effective June 1, 2016, the Employer will apply a 3.5% increase to the base salaries in effect on May 31, 2016 for members of the bargaining unit.
- C. Effective June 1, 2017, the Employer will apply a 3.5% increase to the base salaries in effect on May 31, 2017 for members of the bargaining unit.
- D. The Employer will provide an annual performance review and salary discussion for each employee within two weeks of the anniversary of date of hire.

## ARTICLE XVI—HOLIDAYS

The following holidays will be observed as paid time off:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Employees required to work on any of the paid holidays shall receive a 50% premium for all hours worked and shall receive a compensatory day off.

In addition, an employee may designate one other day off as a "floating" holiday, to be used for religious observance, or any other purpose. The floating holiday shall be used during the calendar year and may not be carried over.



## Article XVII—PAID TIME OFF

### A. Vacation

1. Employees employed prior to the execution date of this Agreement shall continue to be entitled to 20 days paid vacation, to be scheduled with the Employer so as to minimize the impact on work flow.
2. Employees hired after the execution date of this Agreement shall accrue vacation in accordance with the following schedule:
  - After 6 months: 2 weeks
  - After 1 year of service: 3 weeks
  - After 5 years: 4 weeks
  - At 10 years of service and at every 5-year interval after that: all employees shall be entitled to an additional two weeks in that year.
3. Requests for vacation shall be submitted at least seven days in advance, and the Employer shall respond to such requests within five days. Employees may not take vacation in excess of three weeks without the express approval of the supervisor. Employees asked to forego all or part of their vacation shall be permitted to carry it over into the next year, to be used within 90 days.

### B. Sick Leave

Employees shall be entitled to six (6) days of paid sick leave. The minimum sick leave usage shall be in increments of one hour, and shall be used for the personal illness of the employee, or for necessary medical appointments. In extraordinary circumstances, such as a serious illness, the Employer may extend paid sick leave beyond what has been accrued. In determining whether to extend sick leave, the Employer shall consider the nature of the illness and the length and character of the employee's service.

This contract expressly waives the provisions of the New York City Earned Sick Time Act (Paid Sick Leave Law) and the parties hereto acknowledge that this contract provides comparable or better paid time off benefits to employees.

### C. Personal days

Employees shall be entitled to four (4) personal days off with pay.

D. Bereavement Leave

1. Employees who suffer a death in the immediate family shall be entitled to four (4) days off with pay.
2. Effective June 1, 2013, members of the bargaining unit whose deceased family live abroad, shall be entitled to two (2) more days with pay, for a total of six (6) days.

E. Jury Duty

Employees summoned for jury duty service shall be paid their full salary while serving on a jury, provided however, that any payment received for such jury service shall be remitted to the Employer.

F. Parental leave

Employees who become parents of a child either through birth or adoption shall be entitled to four (4) months of paid leave to be taken anytime in within one year after the birth or adoption date.

G. The parties further agree that the Employer shall provide leave in accordance with the provisions of the Family and Medical Leave Act.

H. The paid Vacation, Sick Leave, Personal Days, and Parental Leave benefits provided for in subsections A, B, C, and F, respectively, above shall be pro-rated for part-time employees who are regularly scheduled to work less than five (5) days during the work week. Strictly by way of example, a part-time employee who is regularly scheduled to work four (4) days per work week who has completed six (6) years of service shall be entitled to sixteen (16) paid vacation days under subsection A above.

## Article XVIII—TELECOMMUTING

There shall be a Telecommuting Policy, as described below:

A. General provisions

1. The parties recognize that under some circumstances employees may productively perform services at a location other than The Nation Institute Offices. The purpose of this Article is to create a procedure to implement that objective. The intent is to create a constructive work situation; it is not to provide employees with any additional non-work time.
2. Employees who wish to telecommute are responsible for creating a working situation and environment that will permit the maximum productivity for the employee. Child care responsibilities that interfere with such productivity may be grounds for denying a request to telecommute.
3. An employee who wishes to telecommute shall provide his/her supervisor with contact information so the employee may be reached at anytime while telecommuting.
4. Requests to telecommute shall be made at least 3 days prior to the date requested for telecommuting.
5. The Employer may institute a system requiring an employee or employees to record the work that was performed while telecommuting, which records shall be available to the Employer, upon request.
6. The Employer is not obligated to supply an employee who has been approved for telecommuting with any equipment or supplies nor shall the Employer be responsible for any additional costs incurred by the employee as a result of telecommuting including the cost of telephone or fax submissions.
7. The Employer will not deny a request to telecommute without just cause.
8. The Employer, at its sole discretion, may grand additional telecommuting days.

#### B. General Telecommuting

1. Full time employees are eligible to receive 6 telecommuting days per year.
2. Either party to this agreement may request that a Committee on Telecommuting be formed to evaluate the success of General Telecommuting. The Committee will be composed of an equal number of members from the bargaining unit and from the Employer.

3. The Committee shall have access to all relevant information on Telecommuting.
4. If a majority of the members of the Committee on Telecommuting vote to modify or eliminate General Telecommuting, Article XVII shall be reopened and the parties to this Agreement shall renegotiate the terms of Telecommuting.

#### C. Telecommuting for a Specific Assignment

1. Employees may request that a specific assignment be performed at a location other than The Employer's office.
2. Prior to the commencement of the telecommuting period, the employee and his/her supervisor shall discuss the amount of time the assignment is expected to take. Any extension of telecommuting days for the assignment will require further approval.

#### D. Telecommuting when Ill

1. In the interest of maintaining a healthy workplace, any employee who is ill but able to productively perform a full day of work may request permission to work from home rather than from The Nation Institute Offices.
2. The Employer may request this of an ill employee.
3. An employee approved for telecommuting when ill will not be charged for a sick day for the time telecommuting.
4. The Employer may request the employee reveal the nature of the illness prior or subsequent to approving such telecommuting.
5. It is not anticipated that Telecommuting when ill will be granted for more than two consecutive days.

### Article XIX—CONTRACTED SERVICES

The Employer will inform the Union if the use of an outside contractor to perform bargaining unit work will result in the reduction in the hours of work or the lay-off of any bargaining unit employee and will bargain with the Union, to the extent required by the Nation Labor Relations Act, over the contracting out.

### Article XX—HEALTH BENEFITS

The Employer agrees to continue to provide to the employee the Oxford Freedom Plan of health insurance, including dental and vision care, with coverage for spouse, domestic partner, and dependent children. Employees shall contribute 4% of the cost of Premium for individual coverage. Employees whose spouse, domestic partner, or dependent children are covered will contribute 4% of that extra premium. Proof of spousal relationship, domestic partnership, or dependent children satisfactory to the Employer shall be provided upon request. Employees covered under a spouse's or domestic partner's plan of benefits, and who therefore opt out of the Employer's plan, shall receive an annual bonus payment of \$2,500, which shall not be considered part of base pay. Similarly, if an Employee's dependent or dependents who is/are otherwise eligible for coverage under the Employer's plan opt instead for alternative comparable coverage under an alternative plan and therefore is/are not covered under the Employer's plan, such that due to such declination of coverage the employee's coverage is reduced from couple to individual or from family to couple or individual coverage, the employee shall receive an annual bonus in the total amount of \$1,885, which shall not be considered part of base pay. In either case, proof of alternative coverage shall be provided to the Employer.

The Employer will contribute \$500 to each employee Flexible Spending Account (FSA) for healthcare reimbursements for fiscal years 2017 and 2018.

#### Article XXI—RETIREMENT PLAN

Effective June 1, 2014, the Employer shall contribute 5% of a bargaining unit member's gross salary into the retirement savings plan set up under the IRC 403 (b).

#### Article XXII—REIMBURSEMENT OF EXPENSES

Employees required to travel or otherwise expend personal funds shall be reimbursed within five (5) days of presenting proper receipts and other documentation verifying the expenditure and its business nature.

#### Article XXIII—SEPARABILITY

If any provision of this Agreement shall be adjudicated illegal or on violation of any law, such an adjudication shall not invalidate any other portion of this Agreement nor relieve either party from their obligations and liabilities under this Agreement and the remainder of the Agreement shall continue in full force and effect. In the event any provision of this Agreement is ruled illegal, the parties agree to promptly meet in order to agree upon a proper and legal substitute.

#### Article XXIV—COMPLAINT PROCEDURE FOR ALLEGED SEXUAL HARASSMENT AND OTHER DISCRIMINATORY CONDUCT

There shall be a Sexual Harassment Policy, as described below. The Employer shall offer Sexual Harassment Training at reasonable intervals.

The Institute is committed to providing a work environment that is free of all forms of discrimination, harassment and retaliation and in which all individuals are treated with respect and dignity. In keeping with this commitment, the Institute strictly prohibits all forms of discrimination and harassment on the basis of actual or perceived sex, gender, sexual orientation, gender identity, partnership status, marital status, familial status, pregnancy status, race, color, national origin, ancestry, religion, age, alienage or citizen status, veteran status, military status, disability, genetic predisposition, genetic information, domestic violence victim status, sex offense or talking victim status and any other characteristics or categories protected by applicable law.

##### A. Sexual Harassment

For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal, visual or physical conduct of a sexual nature and/or based on one's gender when: (i) submission to such conduct is made either an explicit or implicit term or condition of the individual's employment; (ii) submission to or rejection of such conduct by an individual is used as a basis for an employment decision affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and sexual harassment (as well as sex discrimination) may involve

individuals of the same or different gender. Depending on the circumstances, these behaviors may include but are not limited to:

- coerced sexual acts;
- unwelcome sexual advances;
- requests for sexual favors in exchange for favorable performance reviews, assignments, promotions, raises or other favorable treatment;
- being threatened with (or actually being subjected to) adverse employment action( e.g., discharge, demotion, pay reduction, etc.) for refusing to perform a sexual favor;
- sexual jokes and innuendo;
- verbal abuse of a sexual nature and/or based on one's gender;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- inappropriate touching;
- insulting or obscene comments or gestures;
- leering or staring at an individual's body parts;
- viewing, display or circulation in the workplace of pornographic or sexual suggestive objects, images, pictures, printed materials or other graphic of visual materials in whatever form including those in electronic form;
- negative or disparaging remarks about a particular gender (male or female) even if the content of such remarks is not sexual in nature; and
- other physical, verbal or visual conduct of a sexual and/or gender based nature.

#### B. Harassment on the Basis of Other Protected Characteristics

Other forms of harassment are also strictly prohibited. Under this policy, such harassment is verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, creed, religion national origin, ancestry, age disability, genetic predisposition, genetic information, sexual orientation, gender identity, partnership status, pregnancy status, marital status, familial status, veteran status, alienage or citizenship status, domestic violence victim status, sex offense or stalking victim status, and any other characteristics or categories protected by applicable law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or

offensive work environment; (ii) has the purpose or effect of interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities. Such harassing conduct may include, but is not limited to:

- epithets, slurs or negative stereotyping that relate to race, religion, age, national origin or any of the other categories protected by law;
- threatening, intimidating or hostile acts that relate to race, religion, age, national origin or any of the other categories protected by law;
- denigrating "jokes" that relate to race, religion, age, national origin or any of the other categories protected by law; and
- viewing, display or circulation in the workplace of objects, images, pictures, printed materials or other graphic or visual materials in whatever form including those in electronic form that denigrate or show hostility or aversion toward an individual or group based upon any of the categories protected by law.

#### C. Individuals and Conduct Covered

This policy applies to all applicants, employees, supervisors, managers, members, officers, directors and owners and prohibits harassment, discrimination and retaliation whether engaged in by coworkers, supervisors, managers, members, officers, directors, owners, or individuals not directly connected to the Institute (e.g., outside vendors, suppliers, consultants, independent contractors, visitors, etc.). Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during Institute business trips, business meetings, and business-related social events.

Similarly unacceptable under this policy is participation in work-related activities whether in or outside of the work place that are inconsistent with a professional atmosphere that promotes equal employment opportunity or that are exclusionary with respect to any individual's race, color, creed, religion, sex, national origin, sexual orientation, age, disability, marital status or any other characteristic protected by law. This includes, for example, patronizing, in connection with work-related activities, adult entertainment establishments or facilities that exclude use by any individual on the basis of his or her protected status.

#### D. Retaliation



The Institute strictly prohibits retaliation against any individual who: makes a complaint of discrimination, harassment or retaliation; participates in the investigation of such a complaint; or engages in any other such protected activity. In other words, the Institute will not tolerate the adverse treatment of employees or applicants because they report discrimination, harassment or retaliation or because they provide information related to such reports or complaints. This prohibition against retaliation may include but is not limited to, remarks or threats of punishment or revenge, actual punishment or revenge, verbal or physical abuse, reassignment to a less desirable position or shift, pay decrease, denial of promotion or discharge.

#### E. Complaint Procedure

Individuals who believe that they have been subjected to discrimination, harassment or retaliation in violation of this policy and/or the Institute's Equal Employment Opportunity Policy or who have witnessed or otherwise been made aware of any of the same, must promptly report the matter to their supervisor, the Executive Director and/or any member of the Executive Committee of the Board of Directors.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to discrimination, harassment or retaliation in violation of this policy and/or the Equal Employment Opportunity Policy from promptly advising the offender that her/his behavior is unwelcome and offensive and requesting that it be discontinued.

If you experience conduct that you believe is in violation of this policy and/or the Equal Opportunity Policy, you may have a legal obligation to take advantage of this complaint procedure. Your failure to fulfill this obligation could affect your right to pursue legal action.

All reports or complaints of discrimination, harassment or retaliation in violation of this policy and/or the Equal Employment Opportunity Policy will be investigated in a prompt, thorough and impartial manner. While the institute cannot guarantee complete confidentiality regarding such reports or complaints because, among other things, an effective investigation cannot be conducted without revealing certain information to, for example, the alleged offender and potential witnesses, the Institute will protect the confidentiality of such reports or complaints to the extent practicable. Individuals are

expected to cooperate fully with the investigative process. Additionally, any individual making such a report or complaint and any individual cooperating with or otherwise participating in the investigation of such a report or complaint may do so without fear of reprisal or retaliation.

Anyone found to have engaged in discrimination, harassment or retaliation in violation of this policy and/or the Institute's Equal Opportunity Policy will be subject to disciplinary action up to and including dismissal. (Even where a violation is not found, it may be appropriate to counsel or require training for individuals regarding their behavior.) The Institute will undertake other immediate and appropriate corrective action as necessary to stop the offending behavior, correct its effects on the employee victim, and ensure that the offending behavior does not recur.

All current and new employees will receive a copy of this policy and will be required to sign, date and return a form acknowledging, among other things, that they received, read, understood and will comply with this policy.

NOTE: Members of the bargaining unit also have the option of utilizing the grievance procedure set forth in Article III of the CBA, and if the allegation is against the Executive Director, the Union member employee may contact the Chair of the Board of Directors, or his/her designee.

#### Article XXV—NO STRIKE/NO LOCK OUT

- A. The Union agrees that during the term of this Agreement: (a) it will not strike against, picket, or boycott the Employer directly or indirectly; (b) neither the Union nor any officer or employee thereof will directly or indirectly authorize, direct aid, encourage, abet or participate in any such strike, picketing or boycott; and (c) it will instruct its members to perform their duties and to refrain from striking against, picketing and boycotting the Employer.
- B. The Employer agrees not to lock out employees while this Agreement is in effect.

#### Article XXVI—DURATION AND SUCCESSORSHIP

This agreement shall be binding on the Employer and the Union, their successors and assigns, effective from February 29, 2016 until February 28, 2018.

Article XXVII—ROLLOVER CLAUSE

When the contract expires without a new contract being signed, it shall be automatically renewed for another year.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this \_\_\_ day of June 2016.

THE NATION INSTITUTE

LOCAL 1180, COMMUNICATIONS  
WORKERS OF AMERICA,  
AFL-CIO

By: \_\_\_\_\_ By: \_\_\_\_\_