

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
CWA Local 1180
&
StoryCorps



JAN. 1, 2023 - DEC. 31, 2025

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Agreement entered into on this 16th day of August, 2023, by and between StoryCorps (hereinafter referred to as the "Employer") and Communications Workers of America, Local 1180 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the National Labor Relations Board certified the Union on September 26, 2017, as the collective bargaining representative of a majority of the employees employed by the Employer within the unit described below (hereinafter referred to as "Employees"); and

WHEREAS, the parties, pursuant to the Union's request, have met and negotiated for the purpose of arriving at a collective bargaining agreement to memorialize the wages, hours and other terms and conditions of employment of Employer's Employees in the bargaining unit described below, and to maintain a harmonious and productive relationship that promotes the dignity and mutual respect of those subject to this Agreement, free of any unlawful interruption of the Employer's business, by providing for the fair and peaceful adjustment of any disputes that may arise between them over the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:



ARTICLE 1

RECOGNITION

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all of the Employer's full-time, regular part-time, and grant/initiative-funded employees organized pursuant to the recognition agreement signed March 12, 2024 (previously referred to as Temporary employees) working in the positions identified in Appendix A, excluding for clarity all supervisory and managerial employees, confidential employees and supervisors as defined by the Act.
- B. The Employer shall maintain a written job description for all jobs within the bargaining unit. Such job descriptions shall be provided to the Union and updated to reflect any changes. Such job descriptions are illustrative and shall not be construed to limit work assignments or an Employee's freedom voluntarily to take on additional work, special projects, or professional development opportunities.
- C. The Employer shall meet and confer with the Union concerning newly created job titles after providing a copy of the job description for such new position in order to discuss their placement within or outside the unit covered by this Agreement.
- D. The Employer agrees not to negotiate with anyone other than the Union concerning wages, hours, and other terms and conditions of employment of those covered by this Agreement. This shall not prevent an Employee from requesting a salary review based upon modifications to the Employee's job description or responsibilities to be evaluated in good faith.

- E. The Employer shall not subcontract or reassign bargaining unit work to non-bargaining unit employees where such subcontracting or reassignment results in the layoff of any bargaining unit member. This restriction shall not apply in situations where the bargaining unit is unable to meet the workload needs of the Employer.

ARTICLE 2

GRANT/INITIATIVE-FUNDED EMPLOYEES

- A. A grant/initiative-funded Employee is a staff member employed to perform work that is grant- or initiative-funded for either an indefinite or a specified term. Accordingly, grant/initiative-funded employees are hired knowing their position will end when the funding for that project ends or at the end date of the project. This will be clearly stated in the grant/initiative-funded Employee's letter of employment.
- B. Prior to the conclusion of a grant/initiative-funded program, including Mobile Facilitators' one-year term the Employer will, upon the grant/initiative-funded Employee's request, meet with the grant/initiative-funded Employee to determine whether the Employee's assignment or the need for the Employee has become indefinite. In such case, as determined solely by the Employer in good faith, StoryCorps will reclassify the grant/initiative-funded Employee as either a regular full- or part-time Employee. If an Employee's request for reclassification is denied, the Employer will provide the reason for the denial in writing.
- C. When a grant/initiative-funded employee's employment is terminated due to lack of funding, the completion of a grant or initiative-funded project, or lack of work, this will be considered a layoff. Such employees, with the exception

of employees hired for a term with a specified end date who complete such term, including mobile facilitators, are eligible for the provisions in Article 17 (Seniority, Layoffs) including severance and the notice period.

ARTICLE 3

UNION SECURITY

It shall be a condition of continued employment that all Employees of the Employer covered by this Agreement and all future hires shall no later than their thirtieth day of employment, or within thirty days of the signing of this Agreement, whichever is later, either (i) join and maintain membership in the Union in good standing or (ii) tender to the Union an agency fee equal to the amount permitted by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Union. Upon request by any Employee, the Union shall provide information regarding the procedure to reduce dues or agency fees by the amounts spent by the Union on political activities.

ARTICLE 4

DUES CHECKOFF

- A. Upon an Employee's voluntary and written assignment, all dues or agency fees uniformly required of all Employees for Union membership, as prescribed in the constitution and bylaws of the Union, shall be deducted in equal amounts from each payroll check of each Employee who has completed their probationary period and who has provided the Employer with such voluntary written assignment upon receipt from the Union of written instructions as to the amount to be deducted from each payroll check.

- B. The Employer shall begin making such deductions in the first full payroll period following the date of the filing of such written assignment and shall continue thereafter with respect to every subsequent wage payment during the term of this Agreement. Such deductions shall be remitted to the Union on a monthly basis.
- C. The Employer shall have no responsibility to insure that Employees sign and file proper and current check-off authorizations.
- D. The Employer shall discharge any employee obligated to pay union dues or agency fees under this Agreement within thirty (30) days after receipt of written notice from the Union to the Employer and the Employee that said Employee has not paid dues or agency fees uniformly required of all bargaining unit members obligated to pay Union dues or agency fees that are due after the effective date of this Agreement if such Employee has not brought his payments current within such thirty (30) day period.
- E. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any and all claims, actions, or proceedings by or on behalf of any Employee on account of the deductions made by the Employer hereunder, including, without limitation, attorneys' fees, costs, and interest. Once the deductions under this Article are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- F. The Employer shall provide the completed dues remittance reports supplied by the Union to a business representative of Local 1180 and a shop steward of the Employer designated in writing to the Employer by the Union.

ARTICLE 5

GRIEVANCE & ARBITRATION PROCEDURE

- A. A grievance is any dispute or controversy between the parties to this Agreement involving the interpretation or application of this Agreement that arises on or before the expiration date of this Agreement. Only the Employer and the Union can process grievances under this Agreement to arbitration.
- B. In the first instance, the aggrieved may, but is not required to, attempt to resolve the dispute informally. If there is no informal resolution, the grieving party must submit the grievance in writing to the other party within twenty-five (25) days of, or within twenty-five (25) days of the time they reasonably should have become aware of, the receipt of disciplinary action or other occurrence giving rise to the grievance by giving notice of the substance of the grievance, the provisions of this Agreement alleged to have been violated, and the remedy sought. The shop steward shall be the employee representative processing any Union grievance at this stage.
- C. Within fifteen (15) days of the submission of the grievance in accordance with paragraph "B", a meeting shall be arranged between the grievant, shop steward and a representative of the Employer. Within ten (10) days of said meeting, a written decision on the grievance shall be rendered by the party against whom the grievance is made.
- D. Within fifteen (15) days of the written decision issued in accordance with paragraph "C", the grieving party wishing to pursue the grievance further must submit in writing to the other party its rejection of the decision and the reasons for such rejection. In such case, a meeting shall be arranged within ten (10) days between a Staff Representative of the

Union and the Employer's Human Resources Director. Within ten (10) days of said meeting, a written decision on the grievance shall be rendered by the party against whom the grievance is made.

- E. If the actions taken in accordance with paragraph "D" are unsuccessful in resolving the grievance, either party may submit the grievance to arbitration before the American Arbitration Association in accordance with its Labor Arbitration Rules within twenty (20) days of the decision rendered in accordance with paragraph "D".
- F. In the pre-arbitration stages of the grievance procedure, both the Employer and the Union shall have an obligation to provide one another with information, including documents, that are relevant and necessary to facilitating resolution of the grievance.
- G. All time limits shall be strictly adhered to. Failure to proceed in strict accordance with all time limits shall be deemed either a waiver or acceptance of the grievance, and it shall not be subject to further appeal. Time limits can only be extended by mutual written agreement of the parties.
- H. The arbitrator shall have no power to add to or subtract from, or change, modify, or amend, any of the terms or provisions of this Agreement. In addition, the arbitrator shall have no power to render an award with a remedy that predates the submission to arbitration by more than forty-five (45) days.
- I. Grievances shall be processed at a mutually agreeable time during working hours if possible without causing an unreasonable disruption to the Employer's operations.
- J. The fees and expenses of the arbitrator will be shared equally by the parties. All other fees and expenses shall be borne by the party that incurs them.

- K. Any arbitration award rendered in full compliance with this Article shall be final and binding on the parties.

ARTICLE 6

MANAGEMENT RIGHTS

- A. The Employer reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically modified by express provision of this Agreement. Nothing in this Agreement shall be construed to limit the Employer in any way in the exercise of the regular and customary functions of management and the operation of its business, except to the extent specifically limited by express provision of this Agreement. Such management rights include, but are not limited to, the right to plan, determine, direct and control the nature and extent of its operation; the number, size and location of its facilities; the products and services to be offered, and the methods or equipment to be employed in offering such products and services; the quality, quantity, and standards of work performed; the number of employees; hours of work; the introduction of any new programs, methods or facilities; to direct and control its working force; to create or abolish jobs; to hire, promote, and determine the size of the working force, the location of the work, the jobs to be performed; to assign, classify, transfer, promote, demote, evaluate and discipline and discharge Employees; to determine and change job content and job classifications; to determine the number of Employees it deems essential to fill the various jobs and assignments required; to transfer or subcontract work or discontinue or relocate all or any portion of the operations now or hereafter carried on at the locations covered by this Agreement; to make or

amend work rules and regulations; and to make or amend or modify the terms and conditions of employment of its Employees, except to the extent specifically limited by express provision of this Agreement.

- B. The Employer's failure to exercise any management right shall not be deemed a waiver of that right.
- C. The Employer's exercise of any management right in a particular way shall not preclude it from exercising that management right in a different way at any time as determined in its sole discretion.



ARTICLE 7

UNION RIGHTS

- A. The Employer shall maintain a bulletin board at its headquarters location for use by the Union to post official Union notices. All materials that are placed on the Union bulletin board must be signed by a Union official (which may include the shop steward) and shall not be unlawful or inflammatory.
- B. The Union shall notify the Employer of the identity of all Union representatives who shall be administering this Agreement. Said representatives of the Union, shall, in performance of their duties, be permitted to enter the Employer's premises upon advance notice to the Employer for the purpose of resolving or avoiding grievances and shall perform duties on the premises in such a manner as not to interfere unreasonably with the production of the Employees or the Employer or the operation of the business.
- C. The Employer shall have no obligation to recognize a shop steward that has not been identified to the Employer in

writing by the Union. There shall be no more than three shop stewards recognized by the Employer and these Employees shall be the Union's agents in the Employer's workplace. The activities of the shop steward shall not interfere with the performance of their work or the work of other Employees, except as provided in Article 6.B.

- D. The Employer shall provide the shop steward with the name, job title, rate of pay, email address, and mailing address of any new Employee hired to work in a position covered by this Agreement.
- E. Upon written request no more than twice annually, the Employer will provide the Union with a complete list of all bargaining unit members, their job titles, rate of pay, telephone numbers, email addresses, and mailing addresses to the extent it has such information.
- F. The Employer shall provide the Union with its current organization chart and any changes thereto electronically within one month of any change,.
- G. Upon written request to the Director of Human Resources no more than twice annually with reasonable advance notice, Employees shall be permitted to view the contents of their personnel file from the date of hire forward. Such review shall take place at a mutually agreed upon time during normal business hours in the Employer's human resources office or, in the case of Employees not based in New York, documents shall be provided electronically.
- H. The Employer shall give notice to the Union and, upon request, meet and confer concerning any new policy affecting terms and conditions of employment.
- I. In the event there is a direct conflict between a specific provision of this Agreement and an Employer policy or practice, this Agreement shall control.

ARTICLE 8

PROBATIONARY PERIOD

- A. All new Employees shall serve a probationary period which shall end on the last day in which the completion of ninety (90) calendar days of employment occurs. The probationary period may only be extended at the sole discretion of the Employer upon notice to the Union, and any extension may not exceed thirty (30) calendar days.
- B. During this period of probationary employment, the Employer shall be the sole and exclusive judge of the probationary Employee's qualifications for continued employment. If any Employee is terminated or otherwise disciplined during the probationary period or any extension thereof, there shall be no right to challenge the termination or discipline under the grievance and/or arbitration procedure of this Agreement or any other provision of this Agreement.
- C. If Employees are retained beyond their probationary period or any extension thereof, their seniority shall date back to their most recent date of hire and they shall be entered on the seniority list accordingly. Employees who lose seniority status and are rehired shall be considered new employees and shall be required to serve a new probationary period.

ARTICLE 9

DISCIPLINE & DISCHARGE

No Employee who has successfully completed their probationary period shall be disciplined or discharged except for just cause.

ARTICLE 10

NO STRIKE, NO LOCKOUT

- A. The Union agrees that during the term of this Agreement neither it nor its officers, agents or any of the Employees will authorize, cause, instigate, condone, or engage in any work stoppage, sit-down, strike, sympathy strike, unfair labor practice strike, slowdown, picketing, boycott or any other action that might interrupt or interfere with the operations of the Employer. The Employer will not engage in a lockout during the term of this Agreement.
- B. Any violation of Paragraph A by any Employee or Employees shall constitute cause for immediate discipline and/or discharge, at the Employer's sole discretion, and the same need not be uniform or consistent for all Employees in the event more than one Employee is involved. The sole question of whether or not any Employee participated in such violation shall be subject to the grievance and arbitration procedures.
- C. The prohibition in paragraph A shall not prohibit an Employee from refusing to cross a lawful primary picket line.

ARTICLE 11

HOURS & OVERTIME

- A. **Regular Workday/Workweek.** The regular workweek shall consist of five days of seven hours of work. It is understood, however that the length of the workday and workweek may vary depending on the nature of the job duties being performed. Good faith efforts shall be made by the Employer to schedule engagements, including without limitation, recordings, workshops and meetings, during regular working hours in the time zone in which the work is being performed. The Employer shall provide at least ten (10) business days' advance notice to Employees for engagements scheduled after 6 p.m. local time or on weekends, and the Employer shall consider timely input concerning recording schedules from Employees before making such schedules final.
- B. **Overtime.** The workweek is measured from Monday to Sunday for the purposes of calculating overtime. Nonexempt Employees shall receive straight time pay for hours worked beyond thirty-five (35) but not more than forty (40) in a workweek and overtime at the rate of one and one-half times their regular hourly rate for hours worked beyond forty (40) hours in one workweek, unless applicable law requires otherwise.
- C. **Compensatory Time.** Exempt Employees who work at least two and one-half (2.5) hours on a holiday or at least two and one-half (2.5) hours in excess of seven hours in a workday, shall be entitled to compensatory time off equivalent to the number of hours worked on a holiday or in excess of seven hours in a workday, provided such compensatory time is taken within the next six (6) weeks.

- D. **Remote Work.** Employees are expected to perform their work at locations assigned by the Employer. Office work is optional, but all employees, including those working remotely, must report to the office for training, meetings, and all staff events as requested by the Employer or their direct supervisor, provided they are given reasonable notice and accounting for required travel.

ARTICLE 12

HOLIDAYS

- A. Employees shall be paid for the following holidays if they fall on their regularly scheduled day of work: New Year's Day, MLK Day, President's Day, Studs Terkel's Birthday, Juneteenth, Three Summer Fridays selected by the Employer, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day. Effective June 23, 2024, Veteran's Day shall be added as a paid holiday.
- B. Nonexempt Employees required to work on holidays shall receive not less than double their regular rate of pay for hours worked on the above-listed holidays, except for Studs Terkel's Birthday, Day After Thanksgiving, and Three Summer Fridays. If a nonexempt Employee works on a Summer Friday or a non-Federal holiday (e.g., Studs Terkel's Birthday or the Day after Thanksgiving) they may take a paid compensatory day off in exchange within the next six (6) weeks upon consultation with the Employer.
- C. There shall be no pyramiding of overtime.
- D. If, in any given year, the Employer grants any additional paid holidays to non-bargaining-unit employees, it will provide such holiday to those employees covered by this Agreement on a non-precedential basis.

ARTICLE 13

COMPENSATION

- A. **Payroll.** Employees are paid 26 times a year, or every other Friday. All Employees have the option to be paid via direct deposit to the Employee's bank account.
- B. **Salary Minimums.** The minimum hiring rate for full-time bargaining unit positions shall be as set forth in Appendix A. The Employer may, at its sole and exclusive discretion, pay Employees above such minimums based upon consideration of work-related qualifications including, without limitation, market conditions, education, technical training or certification, foreign language competency, work and/or life experience. The Employer shall have the right to suspend minimum hiring rates in any year in which revenues decrease by more than twenty-five (25%) percent of the Employer's total budget, but shall confer with the Union and consider alternatives to such a suspension before implementing it.
- C. **Pay Increases.**
1. Effective January 1, 2023, exempt and non-exempt Employees shall receive the greater of an annual increase in annual gross salary of four (4%) percent or the base salary for their position as set forth in Appendix A.
 2. Effective January 1, 2024, exempt and non-exempt Employees who have been employed at least six months shall receive an increase, respectively, in annual gross salary or their gross hourly rate of pay of three (3%) percent.
 3. Effective January 1, 2025, exempt and non-exempt Employees who have been employed at least six months shall receive an increase, respectively, in annual

gross salary or their gross hourly rate of pay of three (3%) percent.

- D. **Mobile Telephones.** Employees who must use their mobile telephones for work required by the Employer shall be reimbursed upon submission of documentation satisfactory to the Employer for telephone usage and/or data plans for up to a maximum of thirty-five (\$35) dollars per month.
- E. **Travel Per Diem.** An Employee conducting business travel requiring an overnight stay in a location other than the Employee's residence and who either leave on such travel before 2:00 p.m. or return from such travel after 2:00 p.m. shall receive a per diem allowance of fifty (\$50.00) dollars. Employees who either leave after 2:00 p.m. or return before 2:00 p.m. shall be paid one-half the amounts set forth in the preceding sentence.
- F. **Expense Reimbursement.** Reimbursement for reasonable business expenses shall be made in accordance with the Employer's policy, as set forth in the StoryCorps Employee Handbook.

ARTICLE 14

BENEFITS

A. **Healthcare.**

1. The Employer shall contribute into the UFW Insurance Fund to provide health insurance benefits under the PPO 12 Plan for all Employees who are regularly scheduled to work at least twenty-five (25) hours per week beginning on the first day of the month following the Employee's date of hire. Coverage for National Facilitators shall begin on their first day of employment.

2. Effective November 1, 2023 through October 30, 2025, the current Employer and Employee contributions to the cost of health insurance shall be increased in accordance with the following chart:

Plan Tier/Type	UFW Monthly Premium	StoryCorps Monthly Contribution Amount	StoryCorps Contribution %	Employee Monthly Contribution Amount	Employee Contribution %
Employee	\$848	\$780.16	92%	\$67.84	8%
EE + Spouse	\$1,933	\$1,527	79%	\$405.93	21%
EE + Children	\$1,403	\$1,178.52	84%	\$224.48	16%
EE + Family	\$2,490	\$1,967.10	79%	\$522.90	8%

If any annual increase subsequent to October 30, 2025, is three percent (3%) or less, the Employer will continue to contribute at the percentage set forth above. Any annual increase beyond three percent (3%) shall be shared equally by the Employer and Employee, and the change this adjustment causes in the Employer/Employee percentage cost allocations shall be the new cost allocation percentages going forward.

- B. **Vision.** Employees will have the option of enrolling, consistent with benefit plan policies, for vision benefits in accordance with the Employer’s plan, with all premiums to be paid by the Employee who elects coverage.

C. **Dental.** Employees will have the option of enrolling, consistent with Employer plan requirements, for dental insurance benefits. The Employee contribution to the monthly premium cost will be as follows:

1. **Base Plan (EPO):**

Individual Coverage: Employee contribution equal to 66 percent of premium cost. Employee + Spouse/ Employee + Child(ren)/ Family Coverage: Employee contribution equal to 66 percent of premium cost.

2. **High Plan (PPO):**

Individual Coverage: Employee contribution equal to 78 percent of premium cost. Employee + Spouse/ Employee + Child(ren)/ Family Coverage: Employee contribution equal to 78 percent of premium cost.

D. **Retirement.** For any Employee with an annual salary up to \$53,000 who is enrolled in the Employer's voluntary-contribution 403(b) plan in accordance with the requirements of the plan documents but who makes no contribution, the Employer shall contribute the equivalent employer match up to a maximum of \$1,060 annually into the plan; such Employer contribution shall be increased, respectively, up to an equivalent maximum of \$1,590 and \$2,120 for 2024 and 2025. For all other employees who participate in the Employer's 403(b) plan in accordance with the requirements of the plan documents and who make their own contribution to the plan, the Employer shall match an Employee's 403(b) contribution at any level from zero up to two (2%) percent of gross pay; the Employer shall match an Employee's contribution to a maximum, respectively, of three percent (3%) and four percent (4%) of gross pay for 2024 and 2025.

- E. **Employee Assistance Program.** The Employer shall make available to its Employees an Employee Assistance Program that provides up to twelve (12) face-to-face counseling sessions per year per issue.
- F. **Flexible Spending Accounts (FSA).** The Employer shall allow Employees to participate in its Health Care or Dependent Care FSA.
- G. **Health Reimbursement Account (HRA).** The Employer will contribute up to two hundred dollars (\$200) per year per Employee for mental health benefits.
- H. **Gym Discount.** The Employer shall make reasonable efforts to continue or maintain a relationship with a gym that allows for discounts for Employees while it is practicable for the Employer to do so.
- I. **Life/ Disability Insurance.** The Employer shall make reasonable efforts to continue to provide Employees with the option of enrolling in life or disability insurance through a carrier affiliated with the Employer at the Employee's own option and cost.
- J. **Pre-tax Transit Costs.** The Employer shall continue to provide Employees with the option of applying pre-tax contributions toward transit costs, as allowable under federal, state, or city law.
- K. **Break Room.** The Employer will, subject to available space, maintain a break room for employee use during the work day.
- L. **Professional Development.** The Employer will establish a fund for professional development based upon a contribution of up to five hundred dollars (\$500) per Employee per year. Such funds shall be allocated to Employees based upon Employer-approved proposals determined in the sole discretion of the Employer.



ARTICLE 15

LEAVES OF ABSENCE

A. PAID LEAVES

1. Vacation.

- a. Full-time Employees who have worked continuously on a full-time basis for the Employer for less than one year accrue paid vacation days on a biweekly basis up to a maximum of fifteen (15) days per year. Upon entering their second year of full-time employment, Employees accrue vacation on a biweekly basis up to a maximum of twenty (20) days per year. Upon entering their tenth year of full-time employment, Employees accrue vacation on a biweekly basis up to a maximum of twenty-five (25) days per year. Employees may take days off as they are accrued with the advance approval of their direct supervisor.
- b. Regular part-time employees who work twenty-five (25) hours or more per week are entitled to pro-rated time for vacation leave.
- c. Employees may not take more than ten (10) consecutive business days of vacation. Exceptions to this policy will be handled on a case-by-case basis and will require approval from the Employee's Division Chief.
- d. At least three weeks' notice must normally be given for use of vacation days, and approval for the requested time will be at the discretion of an Employee's supervisor. Schedules will be arranged on the basis of seniority or work coverage requirements.

- e. Employees cannot carry over more than forty (40) hours of vacation time from one calendar year into the next. Employees will lose any unused vacation balances over the 40 hour carry over limit.
 - f. An Employee may only be paid for accrued but unused vacation time upon termination of employment if the Employee provides at least two weeks' notice of Employee's last day of work.
2. **Sick Leave.** Regular full-time employees will accrue paid sick days on a biweekly basis up to eleven (11) days a year. Regular part-time employees who work twenty-five (25) hours or more per week are entitled to pro-rated time for sick leave. Employees can carry over unused sick days from year to year, not to exceed a maximum of fifty (50) days. Accrued but unused sick days are not compensable. If an Employee takes sick leave for four (4) or more days at a time, the Employee must submit a doctor's note upon returning to work indicating that the Employee's absence was for health-related reasons (their own or a relative's) and that the Employee is capable of returning to work and performing all job responsibilities. Employees may use accrued sick leave during their probationary period.
3. **Personal Leave.** Regular full-time employees will have four (4) paid personal days per year measured from their hire anniversary date. Regular part-time employees who work twenty-five (25) hours or more per week are entitled to a pro-rated number of personal days. These days should be used for absences that can be planned in advance for personal business that cannot be accomplished at times other than during regular working hours, except in cases of personal emergencies that preclude advance planning. Personal days cannot be carried over from year to year. Personal days cannot

be added onto or taken in place of paid vacation time unless an Employee's Division Chief approves such action. Employees are to inform their supervisors of their intention to use personal days as early as practicable.

4. **Bereavement Leave.** Employees may take up to five (5) days of bereavement leave for a death in the Employee's immediate family (parent, grandparent, sibling, spouse or partner, child, mother/father in-law) or similar close relationship, provided that such leave shall be limited in total to no more than ten (10) days annually. An Employee may be granted bereavement leave in the event of the death of an extended family member at the discretion of the Employer.
5. **Parental Leave.** Employees with at least one year of employment by the Employer may take four (4) weeks of paid leave upon the birth, adoption, or placement of a foster child with an Employee, in addition to such other leave as may be available under city, state, or federal law.
6. **Jury Duty.** Employees who are called to serve as jurors or are subpoenaed to appear before a court as a witness and will, therefore, be absent from work for their normal work shift will receive their regular pay minus any jury duty pay or witness fee received for each work day while in court for jury duty or as a witness up to a maximum of ten (10) days. Employees shall report receipt of a notice to report to jury duty or of a subpoena immediately to their supervisor and to the Human Resources department. Employer reserves the right to request that the Employee be exempted from jury duty if the Employee's services are essential. Employees are also required to provide proof of service to the Human Resources department following the completion of their jury duty or witness service.

7. **Lactation Relief Time.** Relief from normal duties shall be provided to Employees to meet their lactation needs, provided the Employee's supervisor is advised in advance the time during which the Employee will not be performing usual working responsibilities for such purpose.

B. **UNPAID LEAVES**

1. **Family Medical Leave.** Employees shall be entitled to family medical leave in accordance with federal and any applicable state law where the Employee resides.
2. **Military Leave.** Employees shall be entitled to military leave in accordance with applicable law.
3. **Voting.** Employees shall be entitled to leave in accordance with applicable law in order to vote in federal and state elections.

ARTICLE 16

NEW HIRE PROCESS

- A. **Onboarding.** New hires will be given a copy of their job description, all Employee policies, including the employment handbook and other relevant policies on or before their first day of work. New hires will be given time during their first day of employment to read and complete all new hire information. The Employer will also schedule a meeting between all new bargaining unit hires and one of the Union stewards within their first week of employment.
- B. **Job Modification.** In the event an Employee changes jobs or the Employer changes an Employee's job duties and responsibilities, the Employer will provide such Employee with the new job description. Upon written request by an

Employee or the Union, the Employer shall meet to discuss such new job descriptions, including their accuracy. In the event an Employee's job responsibilities change significantly for at least one month due to coverage requirements, upon written request by the Employee or the Union, the Employer shall meet to discuss the impact, if any, of such changes on compensation during such period. In its sole discretion, if the Employer believes the additional responsibilities are significant enough to warrant a compensation adjustment for the period of such added responsibilities, the Employer will provide a temporary compensation adjustment for the period of such coverage of up to ten (10%) percent.

- C. Notice of job vacancies in positions subject to this Agreement that the Employer intends to fill shall be provided to the Union no later than they are provided to any other source.

ARTICLE 17

SENIORITY, LAYOFFS

- A. Seniority is the length of an Employee's continuous regular part-time or full-time employment from the most recent date of hire by the Employer.
- B. In the event of layoffs, the Employer shall notify the Union at least thirty (30) days before the layoffs are scheduled to occur. If three or more Employees are going to be laid off at the same time, the Employer will provide the Union with at least forty-five (45) days' notice. After providing such notice, the Employer agrees to meet with the Union upon written request. Employer shall have the option of providing pay for workdays in lieu of the notice set forth above.
- C. Employees who are laid off shall receive severance pay equal to one week of pay for each year of service, subject to

a minimum of at least two weeks' pay, and will be eligible to retain health insurance coverage for one additional month beyond when their health insurance eligibility would otherwise expire. National Facilitators who have received a retention bonus shall not be entitled to any severance or insurance continuation under this provision.

- D. Employees laid off shall retain their seniority for a period of one year thereafter.
- E. Any employee laid off who has retained their seniority shall be offered reemployment in the same job before anyone else may be hired for such job. The reemployment offer shall be transmitted by e-mail and by overnight mail to the employee's last known address. An Employee who is offered reemployment must accept such offer within seven days by email or overnight mail to the Human Resources Director and return to work on the date specified in the notice of recall, after which the Employer shall be free to fill the position in its sole discretion.
- F. A laid-off employee may apply to any other open positions of the Employer at the time of layoff, and the Employer will grant such an individual a first-round interview for any position for which the employee is qualified. In the event that a laid-off employee is hired into another position, the employee's recall rights in paragraph E shall be extinguished.
- G. When more than one employee in the same classification has been laid off for economic reasons, recall shall be in reverse order of layoff.

ARTICLE 18

ATTRIBUTION

- A. Stories that are shared on the Employer website shall include a credit for the facilitator(s) and producer(s) who contributed to the story's production.
- B. The Employer will provide any third-party media providers who publish the Employer's stories with the names of contributing facilitators and producers and, as practicable, suggest that such third-parties include credits naming such individuals when the story is published.

ARTICLE 19

LABOR-MANAGEMENT COMMITTEE

- A. There shall be a Labor-Management Committee composed of three management personnel selected by the Employer and three employees who are members of the unit covered by this Agreement.
- B. Meetings shall be held at mutually agreeable times at least quarterly and shall be initiated by either the Union or the Employer by written request with a specific agenda set forth as to the proposed issues for discussion.

ARTICLE 20

NONDISCRIMINATION

The Employer and the Union shall not discriminate against any Employee on the basis of age, race, religion/creed, color, national origin, sex, gender identity, gender expression, genetic information, disability, pregnancy, childbirth and related medical

condition including lactation, marital status, partnership status, caregiver status, sexual and reproductive health decisions, sexual orientation, military status, uniformed service, any lawful source of income, salary history, status as victim of domestic violence, status as victim of sex offenses or stalking, immigration or citizenship status, conviction or arrest record, union membership or any other classification protected by federal, state or local law. Disputes concerning this provision shall be subject only to the pre-arbitration stages of the grievance procedure, the intention of the parties being that any unresolved dispute processed through all pre-arbitration stages of the grievance procedure shall, at that point, be raised at the appropriate governmental agency in order to avoid duplicate litigation of the dispute.

ARTICLE 21

SAFETY

- A. The Employer will consider timely Employee input concerning recording schedules before making the schedules final.
- B. The Employer will provide training and guidance concerning the termination of interviews when Employee safety is seriously at risk.

ARTICLE 22

SAVINGS CLAUSE

In the event that any provision of this Agreement is declared in whole or in part by any court or government agency of competent jurisdiction to be illegal, void and/or invalid, all of the other provisions of this Agreement shall remain in full force and effect and continue to be binding upon the parties

to the same extent as if that part declared illegal, void and/or invalid, had never been incorporated in this Agreement.

ARTICLE 23

COMPLETE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless such subject or matter could not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, between the parties and their predecessors and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise.
- C. Employees subject to this Agreement are also subject to the Employer's Personnel Manual, as modified from time to time at the discretion of the Employer, provided that this

Agreement shall control if there is a conflict between the Personnel Manual and this Agreement.

ARTICLE 24
TERM OF AGREEMENT

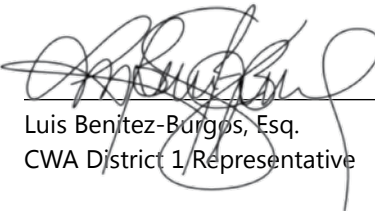
This Agreement shall go into full force and effect on Jan. 1, 2023, and terminate on Dec. 31, 2025.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, and have hereunto set their hands and seals in agreement on the day and the year first above written.

Communications Workers of America



Gloria Middleton, President
CWA Local 1180



Luis Benítez-Burgos, Esq.
CWA District 1 Representative

StoryCorps



Sandra Clark (Oct 2, 2023 17:56 EDT), CEO



APPENDIX A

MINIMUM FULL-TIME ANNUAL COMPENSATION

Band 1: Minimum Annual Compensation: \$50,000

Facilitator

Associate

Band 2: Minimum Annual Compensation: \$53,000

Specialist

Production Assistant

Development Coordinator

Band 3: Minimum Compensation: \$56,000

Archivist

Associate Manager

Associate Producer

Band 4: Minimum Compensation: \$60,000 (Exempt)

Senior Archivist

Senior Coordinator for Learning and Engagement

Field Coordinator

Band 5: Minimum Compensation: \$68,000

Producer

Graphic Designer

Band 6: Minimum Compensation: \$73,000 (Exempt)

Lead Producer (Non Supervisory)

Senior Graphic Designer (Non Supervisory)

APPENDIX B

VOLUNTARY RECOGNITION AND CARD CHECK AGREEMENT

WHEREAS, the Communications Workers of America, AFL-CIO (the "Union" or "CWA") has requested voluntary recognition as the exclusive bargaining representative of temporary employees employed by Story Corps (the "Employer") (collectively, the "Parties"); and

WHEREAS, the Parties share a desire to establish a fair and expeditious method to enable those employees to decide, free from interference, whether they wish to be represented by the Union;

WHEREAS, the Employer has requested verification of the Union's majority status; and

WHEREAS, the Parties have agreed that the appropriate bargaining unit consists of all temporary employees of the Employer, including but not limited to: Mobile Tour Facilitators, OSS Facilitators, OSS Scheduler/Facilitators, Field Coordinators, Mobile Participant Relations Associates, and BiB Community Engagement and Evaluation Coordinators, as illustrated by the list of employees in Appendix A, but excluding all permanent employees, managerial and confidential employees, guards and supervisors as defined by the National Labor Relations Act (the "Bargaining Unit"); and

WHEREAS, the Employer has agreed to voluntarily recognize the Union as the exclusive bargaining representative of the Bargaining Unit upon a showing that a majority of employees in the Bargaining Unit have designated the Union as their collective bargaining agent by signing an authorization card so designating the Union; and

NOW THEREFORE, it is hereby further agreed between the Parties as follows:

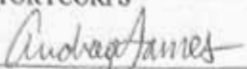
1. CARD CHECK RECOGNITION PROCEDURE:


- a. The Parties agree that they shall participate in a third-party check of the union authorization cards signed by employees employed by the Employer in the Bargaining Unit (the "Card Check").
- b. The Card Check shall be conducted by a mutually designated neutral entity. If the parties cannot agree on a neutral, the Card Check will be conducted by the American Arbitration Association within one week of the execution of this agreement. The Parties shall share any cost of the card count equally.
- c. The card check shall be conducted within one week of the execution of this agreement.
- d. For purposes of the Card Check:
 - i. The Employer shall provide the Neutral and the Union a list of the full time and regular part time employees employed in the Bargaining Unit as of Friday March 8, 2024.
 - ii. The Union shall provide to the Neutral signed and dated.
- e. The Neutral shall certify in writing to the Parties whether or not a majority of the employees in the Bargaining Unit has designated the Union in writing as their exclusive representative for the purposes of collective bargaining with the Employer.
- f. Should the Neutral determine that a majority (more than 50%) of the employees comprising the Bargaining Unit have signed and dated authorization cards designating the Union as their bargaining representative, he shall so

notify the Parties by executing the attached Certification, and the Employer will immediately recognize the Union as the sole and exclusive bargaining representative of the Bargaining Unit.

- g. In such event, the Parties shall enter into good faith negotiations for a collective bargaining agreement establishing the wages, hours, and other terms and conditions of employment for the employees in the Bargaining Unit.
- h. If the Neutral certifies in writing to the Parties that the Union has not demonstrated that a majority of employees in the Bargaining Unit has designated the Union, then the Employer shall have no further obligations to the Union regarding the Bargaining Unit, and the Union shall not seek to organize employees in the Bargaining Unit for a period of twelve (12) months.
- i. Decisions of the Neutral concerning the validity of any authorization card(s) and of the ultimate outcome of the card check shall be final and binding on the Parties.

AGREED TO AND ACCEPTED:

STORYCORPS

Dated: March 12, 2024
By: Andrea James, Counsel for StoryCorps

COMMUNICATIONS WORKERS OF AMERICA

Dated: 3/12/24, 2024
By: Nicholas Hannon, DISTRICT COUNSEL

APPENDIX C

BENEFIT ELIGIBILITY GRID

Employees become eligible for these benefits plans on the 1st of the month following their date of hire (except for Mobile Facilitators + Site Managers, and National Facilitators who are eligible day 1).						
Employee Status	Sick Leave (For all employees, sick time begins to accrue on start date and can be utilized as it is accrued)	Paid Vacation (For all employees, cannot be used in first 90 days of employment)	Personal days (For all employees, cannot be used in first 90 days of employment)	Paid Holiday	Summer Fridays	Health Benefits (Medical, Vision, Dental, FSA, STD/LTD, Life)
Regular, Full-Time (or Part-Time 25 hours or more per week)	X	X	X	X	X	X
Regular, Part-Time Less than 25 hours per Week	(prorated based on part-time schedule)					
Grant/ Initiative - Funded, Full-Time (or Part-Time 25 hours or more per week)	X	(if grant/initiative - funded engagement is more than 6 months)	(if grant/initiative - funded engagement is 1 year or longer -- e.g., Mobile and National Facilitators, Initiative staff)	X	X	(if grant/initiative - funded engagement is more than 90 days)
Grant/ Initiative - Funded, Part-Time Less than 25 hours per Week	(prorated based on part-time schedule)					

New employees become eligible immediately upon hire							
Employee Status	TransitCheks	Flex Spending Account (FSA) Health & Dependent	Voluntary Benefits (Short-term Disability, Long-term Disability)	Retirement Savings (403b)	Crunch Gym Membership	ComPsych GuidanceResources (Employee Assistance Program)	Working Advantage (discounts on movie tickets, Broadway shows, parks, etc.)
Regular, Full-Time (or Part-Time 25 hours or more per week)	X	X	X	X	X	X	X
Regular, Part-Time Less than 25 hours per Week	(if grant/initiative - funded engagement covers at least 2 months of the 3 month order period)			X	(if grant/initiative - funded engagement is more than 90 days)	X	X
Grant/ Initiative - Funded, Full-Time (or Part-Time 25 hours or more per week)	(if grant/initiative - funded engagement covers at least 2 months of the 3 month order period)	(if grant/initiative - funded engagement is more than 90 days)	(if grant/initiative - funded engagement is more than 90 days)	(if grant/initiative - funded employee will work at least 1000 hours)	(if grant/initiative - funded engagement is more than 90 days)	X	X
Grant/ Initiative - Funded, Part-Time Less than 25 hours per Week	(if grant/initiative - funded engagement covers at least 2 months of the 3 month order period)			(if grant/initiative - funded employee will work at least 1000 hours)		X	X



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