

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

March 1, 2018 – February 28, 2021

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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.

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's 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 unreasonably 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

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,

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.

- B. Consistent with the terms of the Federal Fair Labor Standards Act (“FLSA”), where the needs of the Employer require additional work time, nonexempt 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. 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 and one (1) compensatory day off for every three (3) days required to travel for work, provided such travel requires overnight stay. Employees must use their compensation time within one year of accrual date.

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 at least 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.

Article XII—TERMINATION OF EMPLOYMENT

Decision to Layoff

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

A. Order of Layoffs

1. 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.

B. Seniority

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

C. Offer of Reemployment

1. Any employee laid off for economic reasons that has 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.

D. Order of Recall

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

E. Terms of Departure

1. Except in cases of termination for Just Cause or where such a meeting would not be practicable under the particular

- 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. Good faith effort shall be made to provide regular management/leadership training to employees, including the Employer, who supervise one more employees.

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. 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 on June 1, 2018; June 1, 2019; and June 1, 2020.
- B. Effective June 1, 2018, the Employer will apply a 3.5% increase to the base salaries in effect on May 31, 2018 for members of the bargaining unit.

Article XVII—PAID TIME OFF

A. Vacation

1. Employees shall accrue vacation in accordance with the following schedule:
 - After 6 months: 10 days
 - After 1 year of service: 15 days
 - After 5 years: 20 days
 - At 10 years of service, and at every 5-year interval after that: all employees shall be entitled to an additional 10 days in that year.
2. 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.

Article XVIII—TELECOMMUTING

There shall be a Telecommuting Policy, as described below:

A. General provisions

1. All employees shall be eligible for at least two telecommuting days per calendar month. Such days must be requested at least one day in advance and may not be taken without the Employer's prior approval, which shall not be unreasonably withheld. In the request, employees must specify what work they intend to perform, their hours of work, and how best to reach them. If the Employer does not respond within twenty-four (24) hours of receipt of a request, the request will be deemed to have been granted for that particular day, without precedential effect. Employees who are telecommuting must work their usual number of hours per work day and are still required to record their hours worked.
2. Employees may submit requests to the Employer for additional telecommuting days, which the Employer may grant or deny at its discretion.
3. 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.

B. 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. An employee approved for telecommuting when ill will not be charged for a sick day for the time telecommuting.

Employee Premium Contribution

Employees shall contribute 4% of the monthly premium cost for individual coverage under the Employer's group plan. 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.

Flexible Spending Account

The Employer will contribute \$500 to each employee Flexible Spending Account (FSA) for healthcare reimbursements for fiscal years 2019, 2020, and 2021. Eligible employees must be employed by the Employer at the time any such contribution is made.

Article XXI—RETIREMENT PLAN

Subject to the terms and conditions of the plan, including but not limited to the requirement that employees must have been employed by the Employer for at least one (1) year before becoming eligible, 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). Effective March 1, 2019 the Employer shall contribute 6% of a bargaining unit member's gross salary into the retirement savings plan set up under the IRC 403 (b). Employees must have been employed by the Employer for at least one (1) year before becoming eligible.

Article XXII—REIMBURSEMENT OF EXPENSES

Employees required to travel or otherwise expend personal funds shall be reimbursed for reasonable business expenses that they properly incur on behalf of the Employer 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

- 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 sexually suggestive objects, images, pictures, printed materials or other graphic or 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 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 Employment 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.

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—LABOR-MANAGEMENT COMMITTEE

The Employer and the Union agree to form a labor-management committee, with parties from both management and the union which will meet regularly at an agreed upon time to discuss and resolve issues and problems of mutual concern to both parties.

Article XXVII—DURATION AND SUCCESSORSHIP

This agreement shall be binding on the Employer and the Union, their successors and assigns, effective from March 1, 2018 until February 28, 2021.



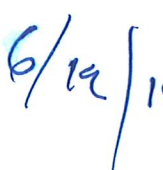

Article XXVIII—ROLLOVER CLAUSE

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 2018.

THE NATION INSTITUTE

LOCAL 1180, COMMUNICATIONS
WORKERS OF AMERICA,
AFL-CIO

By:  By:  6/12/18
 6/12/18  6/12/18