

~~PUBLISHER'S PROPOSAL~~
AGREEMENT
BETWEEN

Tentative Agreement

THE FEMINIST PRESS AND
LOCAL 2110, UAW

draft 7/23/98

Agreement made this _____ day of September, 1998, by and between The Feminist Press at the City University of New York, Wingate Hall, City College/CUNY, Convent Avenue at 138th Street, New York, NY 10031 (hereinafter called the "Employer" and Local 2110, UAW, 113 University Place, New York, NY 10003 (hereinafter called the "Union"), for and behalf of itself, its members now employed and hereafter employed by the Employer and collectively designated as Employees.

I. Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all full time and part time employees, excluding temporary employees, the confidential assistant to the Publisher, guards, professionals and supervisors as defined by the National Labor Relations Act.

A. Temporary employees shall be notified of their ending date at the time of hire. Temporary employees who have worked for the Employer for more than six (6) months or, if replacing an employee on leave, continue to work after the employee returns shall be considered a part or full time employee and become covered by the Agreement.

II. Union Shop

A. It shall be a condition of employment that all Employees of the Employer covered by this agreement who are members in good standing of the Union on the effective date of this agreement, shall remain members in good standing and those who are not members on the effective date of this agreement, shall, on the thirtieth (30th) day following the effective date, become members in good standing in the Union. It shall also be a condition of employment that all employees covered by the agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

B. In the application of Paragraph (A) above, when the Employer is notified by the Union in writing that an employee is delinquent in payment of Union dues, or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, the Employer shall terminate such Employee within ten (10) days unless the Union notifies the Employer that the Employee is now in good standing.

III. Dues Checkoff

A. The Employer shall deduct Union dues and initiation fees from the Employee's paycheck each month and shall remit such dues and initiation fees to the Union on a

monthly basis provided the Employee has given the Employer a lawful, written authorization to make such deduction. The Employer will notify the Union immediately of any revocation of such authorization received by it.

B. The pay period for deductions shall be the last working day of the month. The Feminist Press shall continue its practice of paying an advance on monthly salary on the 15th of the month or last work day closest to the 15th.

C. V-Cap

1. The Employee shall deduct from the pay each month of each Employee voluntary contributions to UAW V-Cap, provided that each Employee executes of has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form.

2. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per month.

3. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form for each Employee for whom voluntary contributions to the UAW V-Cap are to be deducted hereunder, shall be delivered to the Employer before any deductions are made. Deductions shall be made thereafter only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" forms which have been properly executed and are in effect.

4. The Employee agrees to remit said deductions promptly to UAW V-Cap, in care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW V-Cap with the names of the Employees for whom deductions are being made.

D. The Employer shall check off savings and loans from the salaries of Employees authorizing such to be remitted to the District 65 Credit Union. The Employer shall be held harmless for such amounts.

E. The Employer shall provide direct deposit for its Employees if practicable.

IV. Union Activity and Visitation

A. Union representatives not employed by the Employer shall have access to the Employer's offices when necessary for conducting Union business provided the Union

representative gives prior notification to the Employer and the visit does not interfere with operations.

B. The Employer shall provide the Union with a bulletin board in a reasonably accessible place.

V. Information to the Union

A. The Employer shall provide the Union, within one (1) week after hire, the name, date of hire, position, salary and hours of work of each new Employee.

B. The Employer shall provide immediate written notification to the Union of:

the date and nature of promotion or transfer of an Employee to a position within or out of the bargaining unit;

the date and nature of a change in an Employee's status from full time to part time or vice versa;

all layoffs, termination, recall, discipline and vacancies and hiring of any temporary employees, including name and period of hire of all temporary employees.

VI. Equal Rights

The Employer agrees not to discriminate in hiring, employment, wages, or other status or terms and conditions of employment or opportunity for employment based upon race, sex, sexual orientation, age, creed, color, religion, political affiliation or belief, marital or parental status, military status, union activity or disability.

VII. Sexual Harassment

The Employer shall not condone sexual harassment and shall be proactive in preventing it in the workplace.

VIII. Grievance and Arbitration

A. Adjustment of all complaints, disputes, controversies and grievances arising between the Employer and the Union concerning the interpretation, operation, application or performance of the terms of this agreement shall be undertaken in accordance with the following procedure:

Step 1: The Employee and the Steward shall first take up the grievance with the immediate supervisor who shall respond to the grievance within five working days;

Step 2: If the grievance is not resolved at the first step, it shall be reduced to writing and submitted to the Publisher or his/her designee within ten (10) work days. The Publisher or her/his representative shall meet with the Employee or Employees and the Union representative within five (5) work days of the receipt of the grievance. The Publisher or her/his designee shall respond in writing to the grievance within five (5) work days of the second step meeting.

Step 3: If there is no resolution to the grievance at the second step, or if the Employers fails to respond within the time limits specified above, the Union may submit the grievance to arbitration pursuant to the rules of the American Arbitration Association. The cost of the arbitrator shall be shared by the Employer and the Union. The decision of the arbitrator shall be final and binding.

B. Policy, group, health and safety, and discharge grievances shall be heard initially at the second step.

C. Employee grievances shall be taken up within thirty (30) days of the time the Employee or the Union knew or reasonably could have known of the acts or occurrences giving rise to the grievance or the grievance shall be deemed waived. If the Union chooses to arbitrate a grievance it must file the arbitration within thirty (30) days of the conclusion of the second step of the grievance or the grievance shall be deemed waived. Time limits stated in this provision may only be waived or extended by mutual written agreement between the Union and the Employer.

IX. Health and Safety

The Employer shall maintain a safe and healthy workplace.

X. Hours of Work and Overtime

A. For the purpose of this section the term overtime shall mean hours worked over forty (40) hours in a workweek by non-exempt Employees at the request of the Employee's supervisor.

1. For the hours of overtime in a workweek an Employee shall receive compensatory time off at the rate of one hour of compensatory time off for each hour of such work or overtime pay at the rate of time and a half (1/2) at the employee's election.

2. In lieu of any other overtime compensation, any Employee required to attend a conference or sales, promotional, fund raising event on a weekend shall receive compensatory time off for:

a. the hours actually worked by the Employee at the conference

b. the hours spent traveling to and from the conference.

3. Compensatory time off must be taken at a time mutually agreed to by the Employee and her/his supervisor within the year in which the time was earned or the first three months of the following year, or else the time is forfeited.

B. No employee shall be required to work on a holiday. All employees who work on a holiday shall be entitled to an additional holiday to be mutually agreed upon by the Employee and her/his supervisor.

C. If the Employee is required by the Employee's supervisor to work beyond 9:00 p.m., the Employer will reimburse the Employee for necessary transportation costs home up to \$25.00.

XI. Discipline and Discharge

The Employer may discipline and discharge non-probationary employees only with just cause.

XII. Annual Reviews

The Employer shall continue to provide Employees with annual reviews. The purpose of the review shall continue to be to provide the Employee feedback in the following areas:

1. Areas of strength
2. Areas for improvement
3. Areas for growth

XIII. Job Descriptions ~~(to be developed)~~ *are to be developed and shall have* general description of duties, subject to change after consultation with union ~~representatives~~.

XIV. Probationary Period, Job Opportunities

Job descriptions shall not be part of the collective bargaining agreement.

A. New Employees shall be subject to a trial period of ninety (90) days during which time they may be discharged at the sole discretion of the Employer.

B. The Employer shall make every effort to promote from within the bargaining unit in accordance with the following procedures:

1. In order to give Employees an opportunity to apply and be considered for a job opening within the bargaining unit, the Employer shall conspicuously post the opening and inform the Employees of the opening at least five days in advance of seeking outside candidates for the position. The posting shall set forth a description of the

available job including the duties, qualifications required and the minimum salary for the position.

2. Following the filling of the vacancy, rejected applicants shall, upon request, receive the reasons for the rejection in writing within two weeks.

3. Notices of job openings shall be sent promptly to the Union for their referral to qualified applicants.

4. Nothing in this provision shall prevent the Employer from hiring from the outside.

XV.

Promotions, Transfers, Layoffs and Recalls

A. All full and part time persons employed for ninety (90) days shall be considered permanent employees and shall be credited with seniority from their date of hire.

B. Seniority in a position shall be lost if any Employee leaves voluntarily or is discharged for cause; has been laid off continuously for one (1) year or a period equal to her/his seniority, whichever is shorter, or fails to return to work within two (2) weeks after she/he has received notice of recall from the Employer sent certified mail, return receipt requested.

C. The Employer shall consider experience, education, skills, work performance and seniority in evaluating candidates for promotion and transfer and layoff and recall from layoff. Employees on layoff shall be given first consideration for recall to openings in their job classification. The decision to promote, transfer, ~~layoff or recall~~ shall not be subject to the grievance and arbitration provisions of this agreement. *The decision to lay off*

may be grieved on the grounds that the Employer's decision to lay off was arbitrary or capricious.

D. Upon promotion, the Employee shall receive the minimum of the position or ~~his/her old salary~~ whichever is greater. *5% increase*

E. The Employer shall provide written notice to the Union and affected Employee(s) at least 30 calendar days notice of layoff. Employees may take one day off each week during such period to seek employment.

F. In the case of layoff, if new funding allows the same jobs to open again within a year, employees laid off will be recalled.

G. Employees who have five (5) or more years seniority shall be maintained on the Employer's health care plan for a period of three (3) months from the date of layoff.

XVI. Wages

A. All Employees covered by the agreement shall be entitled to a minimum annual increase January 1, 1999 of twenty (\$20.00) a week. All employees covered by

the agreement shall be entitled to a minimum annual increase January 1, 2000 of twenty (\$20.00) per week.

B. The Employer may pay above the minimum salary raise set forth.

C. The Employer shall pay the minimum rates for the classifications as set forth in attached Schedule "A".

XVII. Holidays

A. The Employer shall follow the calendar set forth each year by the City University of New York. However in no event shall employees receive less than ten (10) holidays.

B. No employee shall be required to work on a holiday.

XVIII. Sick Leave

A. All Employees shall be entitled to nine (9) days paid sick leave per year upon hire. Part time sick leave shall be prorated. Employees shall be able to accumulate a maximum of twenty-five (25) unused paid sick days.

B. Unit employees who have at least 9 accumulated sick days shall be allowed to contribute a maximum of six (6) sick days per year over the nine (9) to a bank to be used by any employee who has exhausted all of his or her accumulated leave time due to a catastrophic illness or injury, ~~and who at the time of such illness or injury had used no more than an average of three sick days per year.~~

XIX. Vacation

A. Full time Employees shall be entitled to vacations with pay each year, according to the formula set forth below:

After six (6) months	One (1) week
After one (1) year but less than four (4)	Two (2) weeks
After four (4) years but less than seven (7)	Three (3) weeks
After seven (7) years	Four (4) weeks

B. New Employees may not take vacation during the first six (6) months of employment.

C. Employees may carry over up to one (1) week of vacation. This vacation may not be used in conjunction with the next year's vacation.

D. Vacations shall be requested at least one month in advance if possible and shall be subject to approval by the Publisher or his or her designee.

E. At termination, Employees will receive payment for any accrued, unused vacation. Employees who fail to give the required two week resignation notice shall not be paid for any accrued, earned vacation days.

XX. Personal Days

A. Full time Employees shall be entitled to two (2) personal days annually. New hires shall be entitled to personal days as follows:

Employees hired between January and June	Two (2) Personal days
Employees hired between July and December	One (1) Personal day

B. Personal days shall be taken with prior approval of the Employee's supervisor except on such occasions that it is not possible for the Employee to know in advance of her/his need to take a personal day. In such instances the Employer shall not unreasonably deny such approval. The Employee should make every effort to report to the Employer or her/his supervisor by phone to let them know of the Employee's absence.

C. Unused personal days may not be carried over from year to year nor will Employees be paid for unused personal days at the end of the calendar year or at the time of termination.

XXI. Bereavement Leave

All Employees shall be allowed three (3) days with pay for the purpose of attending the funeral or performing religious or traditional observances on the occasion of the death of a parent, spouse, child, brother or sister or person with whom the Employee has a family-type relationship.

XXII. Jury Duty

If called to serve on Jury Duty, Employees shall be given time off with pay provided proper jury notification is given to the Employer. Should any jury duty end early, the Employee is expected to return to work for the remainder of the day.

XXIII. Leaves of Absence

A. Family and Medical Leave

1. All full time and regular part time Employees employed for a least twelve (12) months and having at least 1,250 hours of service are eligible for family and medical leave.

2. Unpaid leaves of absence to attend to the health care needs of any family member, including the Employee, such as a sick spouse or partner, an elderly or dependent parent, or a dependent child of any age are available for a period of up to twelve (12) weeks. This includes an employee's illness, injury, or disability, including pregnancy-related disability, and disabilities qualifying for workers' compensation or New York State disability benefits.

3. The Employer is entitled to require certification from a health care provider in the case of leave taken for serious health conditions. If the Employer has reasonable doubt regarding the validity of the certification, the Employer may at its own expense require a second or third opinion.

4. No Employee shall accrue vacation, sick or personal time while on Health or Medical Leave but all other benefits shall remain in effect while the Employee is on leave.

5. If an Employee does not return from leave, the Employer may recover premiums paid for the Employee's health insurance unless the Employee did not return to work because of continuation, recurrence or onset of serious illness, or circumstances beyond the Employee's control.

6. Upon return from leave, the Employee shall be reinstated to the position held prior to the leave.

B. Union Leaves

1. Employees shall be entitled to a maximum of two weeks unpaid leaves of absence per year if she/he is elected or appointed as a delegate to a Union conference, convention or meeting.

2. The Employer shall not unreasonably deny requests for leaves of absence up to one (1) year for any Employee who becomes employed by the Union.

C. Personal Leaves

1. Personal leave without pay or benefits may be granted at the Employer's discretion for a period up to three (3) months provided the leave does not seriously disrupt the workings of the Press.

D. Military Leaves

Military Leaves shall be granted as required by law.

XXIV. Health Benefits

The Employer shall provide all Employees who work twenty-one (21) hours or more with fully paid individual medical and dental insurance in accordance with the terms of the plans as attached as Appendices A and B. Employees shall be eligible for coverage after sixty (60) days of employment.

XXV. Retirement Benefits

Employees may participate in the TIAA-CREF plan on a voluntary basis upon hire. Beginning the third year of employment, the Employer shall contribute five percent (5%) of the Employee's salary to the TIAA-CREF plan. Employees are immediately vested.

XXVI. Staff Development

The Employer endeavors to provide professional development to enhance the career advancement of its Employees and encourages staff participation at various professional meeting and conferences (e.g. BEA, MLA, NWSA).

A. After the first year of employment, the Employer will pay all (100%) tuition, registration fees and transportation for accredited and non-accredited courses and workshops attended by the Employee at the request of the Employer. The Employee shall be responsible for purchasing any required books.

B. If an Employee requests to take a class and requests the Employer to pay for it, and the Employer agrees, the Employer will pay all (100%) tuition and registration fees for accredited and non-accredited courses and workshops attended. The Employee is responsible for purchasing any required books.

C. If the Employee resigns within six (6) months of the end of the class, the Employee shall be responsible for full reimbursement of tuition and registration fees for the course following notification of resignation and before the last day of employment.

D. If the Employee resigns within one (1) year of the end of the class, the Employee will be responsible for reimbursement of half of the tuition and registration fees paid following notification of resignation and before the last day of employment.

E. If reimbursement is not made as outlined in "C" and "D" of this section, the amount will be assigned to Employer from the Employee's final paycheck.

XXVII.

No Strike, No Lockout

It is agreed that during the term of this Agreement, the Union shall not instigate, call sanction, condone or participate in any strike, slowdown or stoppage of work and the Employer shall not lockout any Employees.

XXVIII. Savings

The Employer and the Union each has the right to renegotiate any part of this Agreement that is ruled unlawful. The remainder of this Agreement will remain intact.

XXIX.

Management Rights

Except as this Agreement otherwise specifically provides, the authority to manage and direct the work force is reserved solely and exclusively to the Employer. Without in any way limiting the foregoing, the parties agree that the Employer, except as this Agreement otherwise specifically provides, retains the sole and exclusive right and discretion to unilaterally do the following: hire, direct and schedule the working force; plan, direct and control operations, determine means, methods, processes, materials and schedules for the performance of work, create new jobs and redefine existing jobs, promote personnel within the bargaining unit and to promote and transfer personnel and assign work to persons outside of the bargaining unit; promulgate and enforce reasonable rules for the direction of employees; discipline, suspend or discharge employees for just cause, assign work to specific employees, transfer operations to other locations and between locations and make such technical and other changes in its methods as it deems necessary for maximum efficient operation, or to improve such operation; and introduce new or improve methods or facilities, and in all respects to carry out, in addition, the ordinary and customary functions of management.

2. All the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained solely and exclusively by, and are to remain exclusively with Employer except as limited herein.

3. The Employer shall have the right to determine its projects in accordance with its policies and obtain funding pursuant to which the Employer may be required to adhere to the policies and regulations set forth by such funding agencies or organizations. The Union shall be entitled, upon request, to receive information or documentation relevant to any action which affects the terms and conditions of employment of bargaining unit members and is as a result or requirement imposed by a funding source of the applicable project that is in force at the time the action is taken. These rights shall include, but not be limited to, the rights to retrench and reorganize its activities and staff at its discretion,

and such decisions are not subject to the grievance procedures or to arbitration, except as may be modified by the terms and conditions of the Agreement.

XXX. Termination

This Agreement shall be effective as of ~~September 1~~ ^{October 6}, 1998, and remain in full force and effect until December 31, 2000. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary/termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary/termination date. The Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement by either party.

Personnel Files: Employees shall be entitled to review their personnel files upon request and have the right to respond to anything contained in them.

SCHEDULE "A"

The Employer shall pay the following minimum salary rates for the positions listed below:

Editorial Assistant	\$20,000
Marketing Assistant	\$20,000
Assistant to the Publisher	\$20,000
Assistant Editor	\$23,000
Customer Service Associate	\$23,000
Marketing Associate	\$25,000
Production & Design Manager	\$30,000

Editor 27,000

Sarah Gavin's Position to be agreed upon 27,000
(title question?)

Agreed
Local 2110
~~[Signature]~~
~~[Signature]~~
~~[Signature]~~

The Feminist Press
~~[Signature]~~
~~[Signature]~~

* Subject to Ratification by the membership of 2110 and the Board of the Feminist Press