

STIPULATION OF AGREEMENT made and entered this \_\_\_ day of October, 2002, by and between The New Press (“Press”) and Local 2110 UAW, AFL-CIO (“Union”).

1. Term: The collective bargaining agreement shall be for a term of two years from October 1, 2002 up to and including September 30, 2004.

2. Recognition:

A. The Press recognizes the Union as the exclusive bargaining agent for all the clerical, marketing, editorial, financial and production employees of the Press excluding the Publisher, Director, Executive Director, Financial Director, Marketing Director and two (2) confidential assistants to the Publisher, Director and Executive Director and all other managerial, supervisory, confidential, temporary employees (as negotiated) and interns.

B. It is understood and agreed that the present inclusion of positions in the unit shall not preclude either the Press or the Union from later seeking the exclusion or inclusion of any positions under the standards established by the National Labor Relations Board (NLRB). In the event of a dispute, either party may file a petition for unit clarification with the NLRB, or should the Union and the Press agree to resolve the dispute through arbitration, the arbitrator shall resolve the issue by applying the NLRB standards. New positions which may hereafter be created by the Press shall be included or excluded from the unit based on the NLRB standards.

3. Union Security and Checkoff:

A. As a condition of continued employment all employees covered by this agreement shall become and remain members in good standing in the Union no later than thirty (30) days after the effective date of this agreement. It shall also be a condition of employment that all employees covered by this agreement hired after the effective date of this agreement become and remain members in good standing no later than thirty (30) days from their date of hire.

B. Upon notice from the Union, the Press will deduct all Union membership dues from all employees who have signed the Union's form authorizing dues deductions. The Union shall provide the Press with the written authorization from the employees. The Press shall notify the Union of any revocation of dues authorization received by it.

C. The Press agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form (hereafter "V-CAP form").

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said V-CAP form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

A properly executed copy of the V-CAP form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Press before any such deductions are made. Deductions shall be made thereafter, only under the applicable V-CAP forms which have been properly executed and are in effect.

The Press agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, UAW. The Press further agrees to furnish UAW V-CAP with the names of those employees for whom deductions have been made.

4. Union Activity: The Press will not unreasonably deny requests for unpaid leave of up to one week for bargaining unit members to attend training and conferences.

5. Information to the Union: The Press will provide the name, address, phone number, e-mail address, social security number, marital status, race, salary, position and department upon hire or change in status of unit members, quarterly.

6. Sexual Harassment: The Press will work to prevent sexual harassment and will post its policy on sexual harassment prominently. The Press policy on sexual harassment is attached as schedule A. Grievances regarding sexual harassment may be taken up at the second step of the grievance procedure.

7. Non Discrimination: The Press will not discriminate on the basis of race, gender, religion, sexual orientation, disability, Union activity, marital and/or parental status, citizenship, national origin, size or veteran status.

8. Affirmative Action: The Press is committed to workplace diversity, including affirmative action as a core principle. The Press shall make strong and sustained efforts in recruitment, hiring and promotion, in-house training and mentoring to foster career development in furtherance of this principle. In this connection, it shall meet regularly with the Union members of the Joint Union-Management Committee for the purpose of setting goals if necessary, reviewing and consulting over the Press's efforts in these areas.

9. Joint Committee: There will be a Joint Union-Management committee which will meet monthly and as needed, for example, in case of Health and Safety emergencies or affirmative action issues, such as affirmative action job searches

10. Health and Safety: The Press will maintain a safe and healthy workplace. The Joint Union-Management committee will meet to discuss issues of health and safety and in cases of emergency.

11. Discipline and Discharge: The Press will not discipline or discharge non-probationary employees without just cause.

12. Probationary Period New employees will be subject to a 90 day probationary period during which employees may be discharged without recourse to the grievance and arbitration procedure.

13. Grievance and Arbitration:

A. Grievances shall be processed as follows:

1. Step 1: The employee and Union representative shall meet with the department supervisor to discuss the grievance. Grievances are to be raised within 30 calendar days of the act or occurrence giving rise to the grievance or when the employee knew or reasonably could have known of the act or occurrence or else shall be considered waived. The department supervisor shall respond within 10 calendar days of the meeting.

2. Step 2: Grievance is reduced to writing, including the contract clause violated and remedy. The employee and Union representative will meet with the Press or designee within 10 calendar days of the step 2 request.

The Press or designee will respond in writing within 10 days of the Step 2 meeting.

3. Violations of non-discrimination, sexual harassment, group grievances and discharges may be taken up at Step 2. Within 30 days of the Step 2 response the Union may file for arbitration with the American Arbitration Association or else the grievance shall be considered waived. The fees of the arbitrator will be shared equally by the parties.

B. There will be Union representation at every step. If the Press fails to respond to a grievance within the time limits prescribed, the Union may proceed to the next step.

14. Temporary Employees: Press may hire temps to replace an employee on leave or for special projects of limited duration. If employed full-time more than three (3) months a temp shall receive contractual health benefits. Press will notify Union of temporary hires of more than two (2) weeks providing name, address, phone number and end date. Any temporary employee becoming a regular employee will have their seniority date retroactive to their original date of hire.

15. Interns: The Press may engage interns for up to six (6) continuous months. Any intern becoming a regular employee will have his/her seniority retroactive to their original date of hire.

16. Personnel Files: Employees may review their personnel files upon request and make copies of the contents in the presence of the personnel director.

17. Hours of Work and Overtime:

A. The regular work week is 35 hours a week excluding one hour for lunch. For non-exempt employees hours worked over 35 hours and up to 40 hours shall be paid at

1:1 comp time. For non-exempt employees for time worked over 40 hours a week: pay at time and a half or 1:1 comp time taken at the employee's option. Employees required to attend conferences, sales or promotion events on a weekend shall be paid comp time at 1:1 rate. Comp time will be taken at times mutually agreed upon.

B. The Press will continue the practice of considering individual requests for a flexible work schedule.

C. Should the Press implement a summer hours policy, the policy will apply to all employees.

18. Job Descriptions: The Press will develop and issue job descriptions that will describe the general duties and responsibilities of the job as per previous descriptions, after consultation with the Union. Such descriptions shall be for informational purposes only and shall not be the basis for any grievances.

19. Hiring, Promotions:

A. The Press will agree to post openings internally for positions in the bargaining unit for a period of five work days prior to seeking outside candidates.

B. Upon promotion, the promoted employee will receive a minimum pay increase of 10% or the category minimum, whichever is greater.

20. Layoffs and Recall: The Press shall consider seniority (length of service in the classification), ability, experience, and work performance in making layoffs. A laid off employee with seniority shall be entitled for one year to recall to the position from which the employee was laid off before a new employee is hired for the position.

21. Severance: The Press will provide employees with two weeks' notice of layoff and severance at a rate of one week's pay for each year worked for all employees with

one year or more of service. Severance shall not exceed ten weeks pay. Employees who quit or are discharged for cause shall not be eligible for severance pay.

22. Training and Professional Development: The Press is committed to developing, whenever practicable, a diversity of skills and experience amongst its staff. The Press will pay for all training it requires and will consider requests submitted in advance for reimbursement for non-required training.

23. Sick Leave and Disability: Employees are entitled to six (6) paid sick days per year. The Press will continue to provide for short and long-term disability insurance to be used for sickness exceeding allotted sick days. Employees may carryover unused sick leave from one calendar year to another. There shall be no payments for unused sick leave.

24. Personal Days: The Current policy is continued. Employees are entitled to up to four personal days per year, with advance approval of their supervisor.

25. Vacation: . The present vacation policy will continue. Vacation time is accrued monthly based on the following schedule:

Years one (1) and two (2):	Ten (10) days.
Years three (3) through five (5):	Fifteen (15) days.
Year six (6) and beyond:	Twenty (20) days.

26. Holidays: The following shall be considered paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and the work days between Christmas Day and New Year's Day holidays.

27. Leaves of Absence: For all employees who have one year service or more:

The Press will consider requests for personal unpaid leaves of absence of up to six months. The Press will not unreasonably deny requests for unpaid Union leaves of absence for up to one year.

28. Jury Duty: The New Press will provide for up to thirty (30) days of paid leave for jury duty service (less the amount received for jury duty) within a twelve (12) month period. Employees shall notify the Press, including providing a copy of the jury duty summons. Employees are expected to work on any partial days of jury duty.

29. Bereavement: The Press will provide paid bereavement leave of between two and five days due to the death of an immediate family member or someone with whom the employee has a family-type relationship, i.e., a partner.

30. Family Medical Leave: Present policy continued, providing:

All full-time and regular part-time employees employed for at least twelve months and working at least 1,250 hours annually shall be entitled to the following unpaid leaves of absence to attend to the healthcare needs of any family member, including the employee, spouse, partner, elderly or dependent parent or dependent child of any age:

Employees employed at least twelve months: Up to Forty (40) days.

Employees employed at least thirty-six (36) months: Up to Sixty (60) days.

Employees will not accrue vacation, sick or personal time, but all other New Press benefits will remain in effect while the employee is on leave.

The New Press shall require certification from a health care provider in case of leave taken for serious health conditions requiring leaves of more than ten (10) days.

31. Parental Leave: Following eighteen (18) months of continuous employment, ten (10) weeks (fifty working days) of paid parental leave is provided for primary care-givers for the purpose of giving birth, adopting or receiving into foster care a child. After thirty-six (36) months of continuous employment, primary care-givers are eligible for twelve (12) weeks (sixty (60) working days) of paid parental leave. Employees will not accrue vacation, sick and personal time while on parental leave, but all other New Press benefits will remain in effect while the employee is on leave.

Non-primary care givers are entitled to two weeks unpaid leave upon the birth, adoption or receiving into foster care of a child.

32. Wages and Minimums: The Press will provide annual wage increases as follows:

- \$ 1,800 paid October 1, 2002 (with offsets against monies already paid out)
- \$ 900 effective April 1, 2003 (per person)
- \$ 900 effective October 1, 2003 (per person)

Minimums (Categories and job titles attached as Schedule B)

	<u>Yr 1</u>	<u>Yr 2</u>
Cat I (current employees)	27,000	27,000
Cat I (new employees)	26,000	27,000
Cat II	30,000	30,000
Cat III	32,000	32,000
Cat IV	40,000	40,000
Cat V	45,000	45,000
Cat VI	50,000	50,000

## Promotions

10% increase upon promotion or the minimum for the category, whichever is greater.

33. Healthcare: The Press will establish a fund of \$20,000 a year for the purpose of providing healthcare coverage for the partners, spouses and children of members of the bargaining unit. The \$20,000 fund shall be comprised of 1) a \$15,000 annual contribution by the Press and 2) \$5,000 drawn from a reduction of its pension contribution for unit employees. . Any additional amounts for family/spouse/child-related premiums for the unit shall be covered by unit employee contributions, with the exact contribution breakout by employee to be determined by the Union. Any additional increases in costs each year due to a change in demographics or health care costs above the \$20,000 shall be covered by staff contributions. Any money left over in the fund at the end of the year will be rolled over into next year's fund. The Union will determine the way the money from this fund is allocated. Employees with partners or spouses may not use the fund to cover partners or spouses who have healthcare coverage through their respective employers.

34. Pension: The Press will contribute an amount equivalent to five (5) percent of the employee's gross salary toward its defined contribution pension plan less (\$5,000) from the Press's contribution to be applied to the health insurance fund.

35. Life Insurance: The Press will continue to provide group life insurance (group term life with accidental death and dismemberment insurance) with a benefit of \$25,000 as per terms of its current policy.

36. Separability: If any part of this Agreement is found to be unlawful, the parties shall meet to negotiate a substitute provision. The remainder of the Agreement shall remain in effect.

37. Board of Directors: Members of the bargaining unit shall continue to be invited to attend board meetings from time to time but shall not attend any part where matters of budget, finance or matters involving or affecting collective bargaining will be considered.

38. Management Rights: Subject only to the terms of this Agreement, the Press shall continue to have the sole right to conduct its business, direct and control its operations, and manage its affairs as it deems expedient, including, without limitation, the sole right to hire, discharge, or lay off employees; to increase or decrease the working force; to rearrange departments and operations; to transfer equipment and operations to other locations; to schedule work; to train personnel; to assign work to specific employees; to determine the number of offices and their locations; to alter and/or change the type and nature of its operations; and to make such technical or other changes in its operations or methods as it may deem necessary for efficient or improved operation.

39. Complete Agreement: This agreement may not be changed or modified except by a writing duly executed by the parties or their representatives. It is understood and agreed that all matters in dispute or controversy are completely settled, adjusted, and closed by this Agreement. In addition, any claims for changes in terms and conditions of employment or other contractual terms contained in this contract, regardless of whether such issues were raised during negotiations leading to this Agreement, shall be deemed to be completely settled by the execution of this Agreement.

40. 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.

41. This agreement is subject to ratification by the unit and adoption by the Board of Directors.

For the New Press

Mary Colman Still 8/26/03

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For Local 2110, UAW

[Signature]

[Signature]

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## Schedule B: Job Categories

New positions created by the Press will be put into existing categories upon consultation with the union.

I.

Administrative Assistant  
Editorial Assistant  
Publicity Assistant  
Marketing Assistant  
Production Assistant

II.

Assistant Editor  
Associate Publicist  
Production Associate

III.

Associate Editor  
Publicity Manager  
Marketing Manager  
Production Editor

IV.

Office Manager  
Publicity Director  
Managing Editor  
Production Editor

V.

Editor

VI.

Senior Editor  
Associate Development Director