

**COLLECTIVE BARGAINING AGREEMENT**

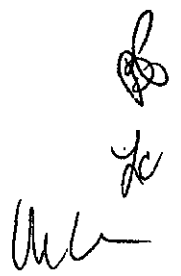
**BETWEEN**

**LOCAL 2110, UAW/AFL-CIO**

**AND**

**HARPER'S MAGAZINE FOUNDATION**

**MARCH 1, 2011 THROUGH FEBRUARY 28, 2013**



This COLLECTIVE BARGAINING AGREEMENT ("Agreement") is made and entered into on this 25th day of July, 2011, by and between HARPER'S MAGAZINE FOUNDATION (hereinafter called the "Employer") and LOCAL 2110, UAW/AFL-CIO (hereinafter called the "Union") acting herein on behalf of the Employees of the Employer, hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

**ARTICLE I**  
**RECOGNITION**

A. The Employer recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time editorial employees, including literary editor, senior editors, associate editors and assistant editors employed by the Employer, and excluding the Editor-in-Chief, Deputy Editor, Managing Editor, Art Director, office clericals, guards and supervisors, as set forth in the NLRB Certification issued on October 22, 2010.

B. Whenever used in this Agreement, the term "Employee" shall mean an employee within the bargaining unit as defined in sub-section A above.

**ARTICLE II**  
**UNION SECURITY AND DUES CHECK OFF**

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

C. The Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee

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executes or has executed an "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form (hereafter, "V-CAP form"). 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 Employer before any such deductions are made. Deductions shall be made thereafter, only under the applicable V-CAP forms that have been properly executed and are in effect. The Employer agrees to remit said deductions promptly to UAW V-CAP, to an address to be supplied by the Union. The Employer further agrees to furnish the Union with the names of those employees for whom deductions have been made.

**ARTICLE III**  
**UNION ACTIVITY AND INFORMATION**

The Employer will provide the Union with the name, address, phone number, e-mail address, race, gender, salary, position/title, date of hire, and any change in status of unit members, quarterly.

**ARTICLE IV**  
**JOINT COMMITTEE**

There will be a Joint Union-Management committee, with equal numbers of management and Union representatives, that will meet quarterly, and as needed, to discuss ways of increasing revenues and reducing expenses. The Joint Committee will be advisory and its recommendations shall not be binding.

**ARTICLE V**  
**HEALTH AND SAFETY**

- A. The Employer shall maintain a safe and healthful workplace.
- B. Any issues regarding health and safety may be raised by either the Union or Management with the Joint Committee referred to in Article IV.
- C. Upon request, the Employer shall provide Employees with an ergonomic office chair at the Employer's expense where justified.

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**ARTICLE VI**  
**DISCIPLINE AND DISCHARGE**

A. Effective February 1, 2013:

1. The Employer shall not discipline or discharge without just cause.
2. Notwithstanding the above, the Employer may, at its discretion, discharge Senior Editors or Literary Editors for the following reasons, provided that such discretion is exercised in good faith: (a) a pattern of commissioning pieces that are eventually killed, requiring a kill fee, because they are not up to the editorial standards or (b) a pattern of complaints by writers and/or agents about the editor's behavior, i.e., failure to respond to inquiries, editing differences. In the event the Union believes such discretion was not exercised in good faith, it may submit the dispute to binding arbitration before Martin Scheinman, whose decision shall be limited to whether the discharge was made in good faith.

- B. Prior to February 1, 2013, the Employer may, at its discretion, discharge assigning editors for the reasons set forth in subsection A(2) above. Such terminations shall not be subject to the grievance and arbitration procedures, except that prior to discharging any assigning editor pursuant to this provision, the Employer agrees to mediation before Martin Scheinman.

**ARTICLE VII**  
**PROBATIONARY PERIOD**

New employees will be subject to a probationary period of ninety (90) days during which employees may be discharged without recourse to the grievance and arbitration procedure. The Employer may request an additional thirty (30) day probationary period. Following the probationary period, assigning editors will be subject to Article VI above.

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**ARTICLE VIII**  
**GRIEVANCE AND ARBITRATION**

A. A grievance shall be defined as any dispute concerning the application, interpretation, or breach of any term or condition of this Agreement.

B. Grievances shall be processed as follows:

1. Step One: The Employee and the Union representative shall meet with the Employer to discuss the grievance. Grievances are to be raised in writing within sixty (60) 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. The Employer shall respond within ten (10) calendar days of the meeting.
2. Step Two: The grievance ~~is~~ shall be submitted to the next level of management of the Employer within ten (10) days of the Step One response. The Employer shall respond in writing within ten (10) days of the receipt of the grievance. *jc*
3. Step Three: The Union will submit a request to arbitrate the grievance to one of the following arbitrators, on a rotating basis, within sixty (60) days of the Step Two response: Martin Scheinman, Howard Edelman and Bonnie Siber-Weinstock. The fees of the arbitrator will be shared equally by the parties.
4. There will be Union representation at each step of the process. If the Employer fails to respond to a grievance within the time limits prescribed, the Union may proceed to the next step.

**ARTICLE IX**  
**WAGES AND JOB CLASSIFICATIONS**

~~B~~<sup>A</sup> The Employer shall maintain the following existing job classifications with the following minimum annual wage rates:

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<u>Classification</u>	<u>Minimum Rate</u>
Assistant Editor	\$31,000
Associate Editor	\$45,000
Senior Editor	\$55,000

If the Employer fills the position of Literary Editor, the parties agree to negotiate a minimum annual wage rate for that position.

Effective retroactive June 1, 2011, the annual salaries of [REDACTED] and [REDACTED] shall be increased to \$33,000.

Effective retroactive to July 14, 2011, the annual salary of [REDACTED] shall be increased by \$2,500.

Effective retroactive to March 1, 2011, the annual salary of [REDACTED] shall be increased to \$38,000.

**B** In the event the Employer creates a new classification or job title, the Employer will meet with the Union to discuss the appropriate wage rate.

**C** Raises:

1. Effective March 1, 2012: Employees' annual wages shall be increased by \$1,500, with the exception of [REDACTED] whose annual salary shall be increased by \$2,500, unless the issue of the March 1, 2012 wage increase is re-opened pursuant to Subsection D below.

**D** The parties agree to re-open the collective bargaining agreement with respect to the March 1, 2012 wage increase and health insurance benefits if:

- a. The renewal rate for the current health insurance plan is more than an 8% increase over the current cost of the plan, AND
- b. The Employer, after making all reasonable efforts, is unable to find a plan offering substantially equivalent benefits for an increase in costs of 8% or less.

*[Handwritten signatures]*

**ARTICLE X**  
**HIRING, PROMOTIONS, TRANSFERS**

A. In the event of a vacancy the Employer will notify all current employees about the vacancy and shall consider the applications of internal applicants prior to those of outside applicants.

**ARTICLE XI**  
**LAYOFFS AND RECALL**

A. The Employer shall make every effort to avert layoffs and reductions in staff. In the event that a layoff is unavoidable, the Employer shall provide as much notice as possible, but in no event less than three (3) weeks notice, to the Union and the affected Employee(s).

B. Any laid off employee shall receive severance pay equivalent to two (2) weeks pay for each year of service, up to a maximum of 26 weeks.

**ARTICLE XII**  
**VACATION, HOLIDAY AND SICK TIME**

The Employer will not unreasonably refuse requests for vacation prior to accrual of vacation time where it is consistent with the needs of the magazine and especially when taken during extended periods between publications.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

Employees shall be granted parental leave for the purpose of giving birth to or adopting a child as follows:

Primary care givers: After twelve (12) months of continuous employment, six (6) weeks (30 working days) of paid parental leave; after eighteen (18) months of continuous employment, eight (8) weeks (40 working days) of paid parental leave; after twenty-four (24) months of continuous employment, twelve (12) weeks (60 working days) of paid parental leave.

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Non-primary care givers: After twelve (12) months of continuous employment, two (2) weeks paid leave of four (4) weeks leave at half pay, plus additional unpaid leave up to a maximum of twelve (12) weeks.

Employees – both primary care givers and non-primary care givers -- who have not reached the required employment threshold can request up to a maximum of twelve (12) weeks off; however, this additional time will be unpaid.

Any temporary employee hired to fill-in for an employee on parental leave will not be covered by this collective bargaining agreement.

**ARTICLE XIV**  
**HEALTH CARE**

A. The Employer shall provide health insurance benefits to the Employees under the current Empire Blue Cross/Blue Shield plan and shall pay 100% of the premiums for individual, employee/spouse, employee/children and family coverage under that plan for the plan year ending April 30, 2011, at which time its renewal shall be subject to the provisions of Article IX(D).

B. The Employer shall provide dental insurance benefits to the Employees under the current plan. The Employee who chooses such benefits shall pay 100% of the premiums for individual, employee/spouse, employee/children and family coverage.

**ARTICLE XV**  
**MANAGEMENT RIGHTS**

Subject only to the terms of this Agreement, the Employer shall continue to have the sole right to conduct its business, direct and control its operation, 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

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operations or methods as it may deem necessary for efficient or improved operation.

**ARTICLE XVI**  
**MAINTENANCE OF BENEFITS**

All benefits to employees which are set forth in the Employee Handbook heretofore existing shall be continued unless discontinued or modified by the terms of this Agreement or by other written agreements between the Employer and the Union.

**ARTICLE XVII**  
**NO STRIKE/NO LOCKOUT**

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.

**ARTICLE XVIII**  
**DURATION**

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This Agreement shall be effective March 1, 2011 and shall continue in full force and effect up to and including February 28, 2013.

IN WITNESS WHEREOF:

**FOR THE EMPLOYER**

**FOR THE UNION**

  
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**SIDE LETTER**

This is to memorialize the parties' understandings regarding discipline for just cause. The Union acknowledges that the following would constitute just cause for discipline under the provisions of Article VI(A) effective February 1, 2013:

- (a) a pattern of commissioning pieces that are eventually killed, resulting in kill fees, because they are not up to editorial standards;
- (b) a pattern of complaints by writers and/or agents about the editor's behavior, i.e., failure to respond to inquiries, editing differences.

The Employer represents that no current employee has exhibited any such behavior as of the date of this Agreement.

**FOR THE EMPLOYER**

*Lynne Carlson*

**FOR THE UNION**

*[Signature]*

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**SIDE LETTER**

This is to memorialize the parties' understandings regarding Assistant Editor [REDACTED]

It is understood that the Assistant Editor position currently held by [REDACTED] is a bargaining unit position. Notwithstanding that, the parties agree that [REDACTED] shall not be in the bargaining unit and shall not be covered by this collective bargaining agreement for the duration of her employment in that position.

**FOR THE EMPLOYER**

*Lynne Carlson*

**FOR THE UNION**

*[Signature]*

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