

**COLLECTIVE BARGAINING AGREEMENT**

between

**ANTHOLOGY FILM ARCHIVES**

and

**TECHNICAL, OFFICE AND PROFESSIONAL UNION LOCAL 2110 UAW**

**1. RECOGNITION**

- 1.1 Anthology Film Archives ("AFA") recognizes Technical, Office and Professional Union Local 2110 UAW ("Union") as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case 02-RC-276782, including all full-time and regular part-time employees employed by AFA at its facility located at 32 Second Avenue, New York, NY 10003, and excluding all other employees, including all job titles represented by IATSE, managers, confidential employees, guards, and professional employees and supervisors as defined by the Act.

**2. UNION SECURITY**

- 2.1 All members of the bargaining unit hired after the ratification of the contract shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.
- 2.2 An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered.
- 2.3 The Union agrees that it will indemnify and hold AFA harmless from any recovery of damages sustained by reason of any action taken under this Article.
- 2.4 Upon receipt of a written notice from the Union, AFA shall promptly deduct from the wages all membership dues (or service charges) as provided in the authorization form executed by the employee. Such deductions shall be made each pay period. AFA will notify the Union promptly of any revocation of such authorization received by it.
- 2.5 AFA shall forward those funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 2.6 AFA shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.
- 2.7 AFA shall provide new hires with an introductory letter signed by the Union per Exhibit \_\_\_, a Union membership form, and a copy of the Agreement.

**3. PARTY REPRESENTATIVES AND NOTICES**

- 3.1 The Union will provide AFA with written notice of the Union Representative assigned to AFA including their contact information (phone, email and mailing address). AFA will send all written notices to the Union to the designated Union Representative via email and/or regular mail. The Union agrees that all notices from the Union to AFA will be addressed to the Executive Director via email and/or regular mail.

**4. MONTHLY UPDATES**

- 4.1 AFA will notify the Union of any new hires in a bargaining unit position on a monthly basis including name, date of hire, job title, rate of pay, home address and email address. The monthly notice will also list any bargaining unit member resignations.

**5. UNION RIGHTS**

- 5.1 The assigned Union Representative shall request of AFA's Executive Director reasonably in advance to visit AFA's premises for the purpose of conferring with bargaining unit employees. Such requests shall not be unreasonably denied. Such visits shall not interfere with operations.
- 5.2 There shall be a union-designated bulletin board at the AFA premises.

**6. NON-DISCRIMINATION**

- 6.1 Employees shall not be discriminated against either by AFA or the Union on the basis of race, color, religion, creed, national or ethnic origin, sex, gender, gender identity and expression, age, disability, pregnancy (including childbirth and related medical conditions), disability, HIV status, marital or civil partnership status, sexual orientation, genetic information, predisposition or carrier status, military or veteran, alienage or citizenship status, political affiliation, status or protected activities relating to the union, or any other protected characteristic under applicable federal, state or local law.

**7. MANAGEMENT RIGHTS**

- 7.1 Management reserves the right to make any decision and take any action as long as it does not violate a specific written term of this Agreement, including but not limited to the right to determine the number of bargaining unit positions, to restructure such positions, to subcontract, to determine duties and responsibilities, to schedule and assign work, to promulgate and enforce policies, to discipline and discharge, to make all decisions regarding facilities and equipment, and to establish and modify any and all terms and conditions of employment except to the extent that such terms and conditions of employment are specifically provided for by the written terms of this Agreement.

**8. LABOR-MANAGEMENT**

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8.1 The Union may address any issues or concerns in writing to the Executive Director. The Union may request a meeting to discuss the matter, and such requests shall not be unreasonably denied. Any such Labor-Management discussion is not considered bargaining and neither party is obligated to engage in bargaining over any issues brought to Labor-Management.

9. **HEALTH & SAFETY**

9.1 AFA agrees to comply with all applicable safety and health laws, regulations and governmental mandates.

10. **SENIORITY**

10.1 An employee shall accrue seniority from the date of their original hire provided that there has been no break in service (excluding the pandemic furlough).

11. **JOB POSTINGS**

11.1 AFA will post all job openings for bargaining unit positions on its website and simultaneously email a link to employees, including job title, hiring range, expected hours of work, minimum qualifications, a short description of duties and responsibilities, and the deadline for any interested candidates to submit their written application. Such positions will remain posted for at least five business (5) days.

12. **LAYOFFS**

12.1 AFA will provide no less than five (5) days advance notice of a layoff or position elimination to the Union and to any affected employee(s).

13. **WAGES**

<u>SALARIED POSITION</u>	<u>Full Time</u>	<u>4-Days/Wk</u>	<u>2023 FT</u>	<u>2023 4-Days/Wk</u>
Archivist	\$62,500	\$50,000	\$65,000	\$52,000
Programmer	\$57,500	\$46,000	\$60,000	\$48,000
Designer + PR	\$57,500	\$46,000	\$60,000	\$48,000
Assoc. Archivist	\$57,500	\$46,000	\$60,000	\$48,000
Development/Membership	\$47,500	\$38,000	\$50,000	\$40,000
Admin. Asst.	\$47,500	\$38,000	\$50,000	\$40,000

HOURLY POSITION

Theater Managers	\$18/hr.	\$18/hr.	\$19/hr.	\$19/hr.
Box Office	\$16/hr.	\$16/hr.	\$17/hr.	\$17/hr.

AFA reserves the right to return salaried employees to a 5-day/40-hour work week schedule based on operational needs.

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**14. HEALTHCARE BENEFITS**

- 14.1 AFA will pay 100% of the health insurance premiums for a plan selected by AFA to all current salaried employees for the duration of this Agreement, providing that the plan provides the same or comparable benefits for the duration of this Agreement. For full-time (5-day per week) salaried employees hired after July 1, 2023, AFA will pay no less than 80% of the health insurance premiums (no less than 90% for employees working at 80% capacity 4-days per week), provided that any newly-hired non-union salaried employee is treated the same as a newly-hired bargaining unit employee.

**15. TIME OFF BENEFITS**

- 15.1 AFA will provide full-time salaried employees who have completed probation with the following paid vacation time: 2 weeks during the first 3 years of service; 3 weeks after 3 up to 10 years of service; and 4 weeks after 10 years. A vacation week consists of 5 paid days off for employees working a 5-day per week schedule, and 4 paid days off for employees working a 4-day week schedule. Employees can be granted additional time off at the discretion of the Executive Director.
- 15.2 AFA observes the following paid holidays for full-time salaried employees: MLK Day, President's Day, Memorial Day, Juneteenth, July 4, Labor Day, Indigenous People's Day, Thanksgiving and the Day After, as well as the weekdays during the period from Christmas Eve through New Year's Day.
- 15.3 AFA will provide full-time salaried employees who have completed probation with 5 personal days off with pay which can be used for religious holidays or for other personal reasons.
- 15.4 AFA will provide full-time salaried employees with 5 paid bereavement days for the death of an immediate family member (spouse or domestic partner, parent, child, sibling).

**16. GRIEVANCE PROCESS**

- 16.1 The Union may file a written grievance with respect to any alleged violation of a specific written term of this CBA. Grievances that are not delivered to AFA's Executive Director within fourteen (14) calendar days of the first instance of the alleged violation will be rejected as untimely. The Executive Director will issue an initial written response either granting or denying the grievance in whole or in part within two (2) weeks. The Union may make a written request for a meeting with management representative(s) for the purpose of presenting the Union's case including arguments and supporting evidence. A written request for a grievance meeting that is not delivered to the Executive Director within fourteen (14) calendar days of the issuance of the initial written decision will be rejected as untimely. AFA will issue a final written decision either granting or denying the grievance in whole or in part within fourteen (14) calendar days of the grievance meeting.
- 16.2 If dissatisfied with Management's final decision in the grievance process, the Union may make a written request to engage in mediation via the Federal Mediation and Conciliation Service (FMCS). The written request for mediation must be delivered to AFA's Executive Director and to the nearest office of the FMCS within thirty (30) calendar days of the issuance of Management's final decision or it will be rejected as untimely. Upon delivery of a timely request, the parties will participate in a single mediation session with an FMCS-appointed mediator in an effort to resolve the dispute. The mediation session must be held within thirty (30) calendar days of a timely request. Mediation is non-binding.

- 16.3 If the dispute remains unresolved following mediation, the Union may file a demand for arbitration with the American Arbitration Association (AAA) within thirty (30) calendar days of the mediation session. The AAA's rules for labor arbitration will apply. The parties will split the cost of all fees charged by AAA. The Arbitrator must follow the terms of the Agreement as written according to the plain meaning of the words used and may not infer any obligation beyond what is expressly provided for by those terms. No evidence of past practice prior to the effective date of this Agreement may be introduced or considered in support of a grievance. The Arbitrator's decision will be final and binding on both parties. The fees and expenses of the Arbitrator will be borne by the non-prevailing party.
- 16.4 All time limits set forth in this Article will be strictly enforced and may only be extended by a written agreement signed by both parties. In the event that any deadline is missed, the case shall not be arbitrable.

17. **DISCIPLINE AND DISCHARGE**

- 17.1 Employees with more than six (6) months of service may only be disciplined or discharged for just cause. The parties agree that just cause is defined to mean that the employee knew or reasonably should have known that the conduct in question (including continued poor performance) could result in discipline or discharge, and the preponderance of evidence establishes that the employee nevertheless engaged in such conduct.

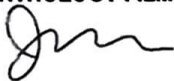
18. **SEVERABILITY**

- 18.1 If any provision of this Agreement is adjudicated to be unlawful, no other portion, provision, or article of this Agreement shall be invalidated.

19. **EFFECTIVE DATES**

- 19.1 This Agreement becomes effective on July 1, 2022, and expires on June 30, 2024

ANTHOLOGY FILM ARCHIVES



7/15/2022

Date: \_\_\_\_\_

TECHNICAL, OFFICE AND PROFESSIONAL  
UNION LOCAL 2110 UAW



Date: \_\_\_\_\_

10/23/22