

STIPULATION OF AGREEMENT made and entered this 21st day of December, 2023, by and between The New Press (“Press”) and Local 2110 UAW, AFL-CIO (“Union”).

1. Term: The collective bargaining agreement (the “Agreement”) shall be for a term of three years from November 1, 2023 up to and including October 31, 2026.

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, Deputy 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. Up to four (4) times per year, the Union may request to hold a one (1) hour bargaining unit meeting at the Press's office. Such meetings shall take place on dates and at times agreed upon by the Press and the Union.

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 Appendix A. Grievances regarding sexual harassment may be taken up at the second step of the grievance procedure.

7. Non-Discrimination: The Press is committed to an inclusive work environment with a respect for difference and a dedication to fairness; the Press recognizes that proactive efforts are required to ensure the well-being of the staff in this regard. The Press will not discriminate on the basis of race, ethnicity, gender identity, gender expression, economic status, religion, creed, sexual orientation, disability, Union activity, marital and/or parental status, citizenship, national origin or alienage, ancestry, genetic information, size, age, military or veteran status, arrest record, or any other characteristic protected by applicable federal, state or local laws. This policy applies to all terms and conditions of employment including, without limitation, hiring, placement, promotion, compensation, leaves of absence, layoff, termination, and use of interns and temporary employees.

8. Diversity: Workplace diversity is, part of the Press's original mission statement and core principles. The Press shall continue to 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 addition, the Press shall continue to work with the union representatives and/or the Diversity Committee to improve upon the current representation of historically marginalized communities throughout the Press, especially in those classifications where they are underrepresented. The Diversity Committee shall meet regularly with the Joint Union-Management Committee in pursuit of the Press's diversity mission.

The Press will work with the Joint Union-Management Committee to identify potential job

openings as early as possible. When appropriate, the Diversity Committee shall promptly provide suggestions as to the implementation of the diversity search. The Press will work with the Diversity Committee as needed to create a documentary record of diversity efforts and hires, to inform and guide future job searches as openings occur.

9. Joint Committee: There will be a Joint Union-Management committee which shall meet quarterly and as needed, for example, in case of Health and Safety emergencies or workplace diversity issues, such as job searches, or any staff-related issues that are of general concern.

10. Health and Safety: The Press will maintain a safe and healthy workplace and ensure that each employee has a comfortable workspace. The Joint Union-Management committee will meet to discuss issues of health and safety and in any emergency situations.

11. Probationary Period: New employees will be subject to a ninety (90)-day probationary period during which employees may be discharged without recourse to the grievance and arbitration procedure. Supervisors shall meet and confer with probationary employees at the thirty (30)- and sixty (60)-day intervals to inform them of their progress and areas, if any, that need improvement.

12. Discipline and Discharge: The Press will not discipline or discharge non-probationary employees without just cause. In cases of possible termination, the Press shall consult with the Joint Union-Management Committee to ensure that employees are provided with support and guidance to avoid termination if possible.

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 thirty (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 ten (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 ten (10) calendar days of the step 2 request. The Press or designee will respond in writing within ten (10) calendar 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 thirty (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. The Press will notify temps of their end date, when practicable. If employed full-time for more than three (3) months a temp shall receive contractual health benefits. If employed full-time for more than twelve (12) months, a temp shall also receive vacation and sick day benefits. The Press will notify the Union of temporary hires of more than two (2) weeks, providing name, address, phone number, and end date. Any full-time temporary employee who is hired as a regular employee immediately following their work as a temp will have their seniority date retroactive to their original date of hire as a temp. Any part-time temporary employee who becomes a regular employee will be given pro-rata seniority credit based on their most recent continuous employment at The New Press as a temp.

15. Interns: The Press may engage interns for up to six (6) continuous months. Any intern who is hired to become a regular employee immediately following the end of their internship will have his/her seniority retroactive to their original date of hire as an intern. All interns, regardless of whether they are participating in the regular intern program or serving as a specialized intern in a particular area, will apply to the Press through the Intern Coordinator and will share in administrative responsibilities (front desk duty, telephones, publicity mailings, etc.) as directed by the Intern Coordinator. The Union shall receive the earliest possible notice before any intern is converted to a permanent or temporary employee of the Press.

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 thirty-five (35) hours a week excluding one hour for lunch. For non-exempt employees, hours worked over thirty-five (35) hours and up to forty (40) hours shall be paid at 1:1 comp time. For non-exempt employees for time worked over forty (40) hours a week: pay at time and a half their regular rate of pay. All employees required to attend conferences, sales, or promotion events outside of regular work hours shall be paid comp time at 1:1 rate. Comp time will be taken at times mutually agreed upon. All overtime requires the prior written approval of the employee's supervisor or a member of the management team.

B. Emergency or non-routine "work from home" requests lasting one or two days shall be approved, in advance, by an Employee's immediate supervisor.

C. Provided that summer hours are offered, the policy will apply to all employees. In the first summer of the contract and subject to the approval of each department head and scheduled at least 2 weeks in advance, employees may work two full days on Fridays, and take two other Friday mornings off to have a total of two three-day weekends.

Alternatively, each employee is allowed to count up to four (4) summer Friday absences as half-day absences, provided there is coverage in the employee's department and the employee has obtained his/her supervisor's prior approval.

D. If the Press establishes a work from anywhere policy (i.e., a policy designating certain weeks or a certain number of weeks as remote work weeks), it shall make such benefits available to bargaining unit members on the same terms and conditions as such benefits are made available to non-represented employees of the Employer.

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. With respect to job openings within the bargaining unit, the Press shall endeavor to promote and foster employee career development, and is committed to promoting from within whenever possible and appropriate.

B. Internal and external job postings will be posted simultaneously. No outside candidate will be interviewed until all internal applicants have been interviewed.

C. 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-and-a-half week's pay for each year worked for all employees with one year or more of service. Severance shall not exceed fifteen 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 among its staff through professional training and career development. The Press will continue its present practice of paying for all professional training it requires and considering requests submitted in advance to pay for non-required professional development.

It will be up to the discretion of the Joint Union-Management Committee to convene the Joint-Union Mentoring Committee to establish and oversee a mentoring program, as needed.

The Press will support proposals made through the Joint Union-Management Committee, with input from interested staff, for regular professional development activities at the Press, including, by way of example, luncheons with guest speakers, New Press alumnae events, and attendance at appropriate conferences, both on and off site. In addition, members of the Joint-Union Mentoring Committee shall be invited to meet regularly with the Joint Union-Management Committee to discuss their efforts.

23. Sick Leave and Disability: Employees are entitled to twelve (12) paid sick days per year. Sick days may also be used for family care. The Press will continue to be as generous as possible regarding individual needs and circumstances. The Press will continue to provide for short and long-term disability insurance to be used for sickness exceeding allotted sick days. The New Press shall make any employee out of work on short-term disability whole, covering the difference between short-term disability benefits and the employee's salary, and will also cover the potential "two-week" elimination period as needed. Employees may carry over unused sick leave from one calendar year to another; however, sick days for all employees shall be capped at

twenty (20).

The Press shall comply with all federal, state and local laws providing paid time off for public health crises, including COVID.

24. Personal Days: The current policy is continued. Employees are entitled to up to four (4) personal days per year, with advance approval of their supervisor.

25. Vacation: Vacation time is accrued monthly based on the following schedule:

Year one (1):	Ten (10) days.
Two years:	Twelve (12) days
Years three (3) through five (5):	Fifteen (15) days.
Year six (6) through fifteen (15):	Twenty (20) days.
Year sixteen (16) and beyond:	Twenty-five (25) days

Carryover days will be limited to a maximum of five (5) vacation and comp days in total, with prior written approval from one’s supervisor obtained by December 31st. Carryover days must be used during the first six (6) months of the year 2024. Carryover days must be used by March 31st of 2025 and 2026.

In addition to the vacation time provided above, the Employer shall close its office from Christmas day through New Year’s Day.

26. Holidays: The following shall be considered paid holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and the workdays between Christmas Day and New Year’s Day holidays. Excused time off to participate in civic activities on Election Day shall not be unreasonably withheld.

27. Leaves of Absence: For all employees who have one year of service or more, the Press will consider requests for personal unpaid leaves of absence of up to six months. For employees who have five or more years of service, the Press will consider requests for personal unpaid leaves of absence of up to one year.

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 (2) and five (5) 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: All full-time and regular part-time employees employed for at least twelve (12) months and employed for at least 1,250 hours of service during the twelve (12)-month period immediately preceding the commencement of the leave shall be entitled to up to sixty (60) days (twelve [12] weeks) to attend to the health care needs of any family member, including the employee, spouse, partner, elderly or dependent parent, or dependent child of any age.

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. Effective January 1, 2018, the Press will pay the cost of the new New York State mandated Paid Family Leave benefit that will become effective on January 1, 2018.

31. Parental Leave: Following twelve (12) months of continuous employment, twelve (12) weeks of paid parental leave is provided for primary caregivers for the purpose of giving birth to, adopting, or receiving into foster care a child. Employees will not accrue vacation, sick, and

personal time while on parental leave, but all other benefits will remain in effect while the employee is on leave.

Following twelve (12) months of continuous employment, non-primary caregivers are entitled to two (2) weeks’ paid leave or four weeks’ half-time leave, plus additional unpaid leave consistent with FMLA, upon the birth, adoption, or receiving into foster care of a child.

See Health Care Side Letter, Appendix B, item E.

32. Wages and Minimums:

The Press will provide annual wage increases as follows:

- \$2,050 per person, effective November 1, 2023
- \$2,050 per person, effective November 1, 2024
- \$2,050 per person, effective November 1, 2025

Employees hired less than six (6) months prior to the annual wage increase will receive their increase on a prorated basis.

Minimums (Categories and job titles attached as Schedules A and B for department and category.): Minimums shall be as follows, effective November 1, 2023.

Category	Year 1	Year 2	Year 3
Cat I	50,000	51,500	53,045
Cat II	54,000	55,620	57,288.60
Cat III	58,000	59,740	61,532.20
Cat IV	70,000	72,100	74,263
Cat V	84,000	86,520	89,115.60
Cat VI	90,000	92,700	95,481

(b) Seniority Increases: Beginning with an employee’s fifth (5th) anniversary, employees shall receive a bonus as follows:

- 5 Years: \$500
- 10 Years: \$1,000
- 20 Years: \$2,000

(c) Any employee who (i) passed their 10th anniversary in 2023 (3 employees) or (ii)

passed their 20th anniversary (2 employees), shall be paid the applicable bonus set forth above, less any gift card/reimbursement amounts already paid to them.

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

33. Temporary Assignment of Duties: Effective as of the Ratification Date, in the event an Employee is assigned additional duties because of a vacancy, for which the Employer is actively hiring, and has not been filled within thirty (30) days or due to another Employee's temporary absence beyond fifteen (15) calendar days, The Press will first work with the department head to come up with a plan to cover that work without undue burden on other members of the department. Such plan may include, but shall not be limited to, using contractors, temporary employees, and/or bonus payments.

If, as a result of an event described above, The Press assigns temporary additional duties to a bargaining unit employee, a bonus payment will be discussed in advance of the assignment of temporary additional duties (unless the situation involves an emergency leave, in which case they will be worked out as expeditiously as possible) and memorialized in writing according to the following schedule:

- The Press will pay \$500 per month to an affected employee/s for occasional or incidental added work.
- The Press will pay \$1000 per month to an affected employee/s for more substantial, ongoing added work (approximately one (1) to two (2) hours per day)

34. Health Care: The Press shall pay up to \$22,500 annually for the purpose of providing coverage for the partners, spouses, and children of members of the bargaining unit. Any additional amounts for family/spouse/child-related premiums for the unit shall be covered by unit employee contributions, with the exact contribution determined by the Union. Any additional

increases in costs each year due to a change in demographics or health care costs above the \$22,500 shall be covered by staff contributions. Employees may not seek coverage for partners or spouses who have health care coverage through their respective employers. See Health Care Side Letter, Appendix B.

35. Pension: The Press will contribute an amount equivalent to 5% of the employee's gross salary toward its defined contribution pension plan. A former member who is reemployed by The New Press within 5 years of their separation shall have their previous term of employment counted for the purposes of vesting in the pension plan.

36. 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.

37. 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.

38. 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 or finance or matters involving or affecting collective bargaining will be considered. The Press shall inform the Union Stewards of upcoming board meetings at the time that the Board of Directors are informed of the final yearly board meeting schedule.

39. Union Mention: The Press shall include the following language on its Web site, annual report, job postings, and trade catalogs: *The New Press is affiliated with the Technical, Office and Professional (TOP) Union, Local 2110 UAW, AFL-CIO.*

40. 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.

41. 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.

42. 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.

43. Ratification: This Agreement is subject to ratification by the unit and by the Board of Directors.

UAW Local 2110

DocuSigned by:
Olga Brudastova
46F94037EF19447...
Olga Brudastova
President

9/5/2024
Date: _____

THE NEW PRESS

Signed by:
Rosa Del Saz
C5607CE2DE344CC...
Rosa Del Saz
Chief Finance and Administrative Officer

9/6/2024
Date: _____

Schedule A: Updated Job Categories (Progressions by Department)

New Positions created by the Press shall be put into existing categories upon consultation with the Union

Editorial

Editorial Assistant (I)
Editorial Assistant & Assistant to the Publisher (I)
Assistant Editor (II)
Editorial and Academic Marketing Associate (II)
Associate Editor (III)
Associate Editor/Outreach Coordinator (III)
Editor (IV)
Editor, Serial Rights Coordinator, and Internship Coordinator (IV)
Education Editor (IV)
Senior Editor (V)
Executive Editor (VI)

Publicity, Sales, Marketing, & Rights

Publicity Assistant (I)
Publicity and Marketing Assistant (I)
Publicity Associate (previously Associate Publicist) (II)
Publicity and Marketing Associate (II)
Associate Publicist and Marketing Manager (III)
Publicity Manager (currently Publicity & Social Media Manager) (III)
Publicist (III)
Senior Publicity Manager (IV)
Publicity Director (V)
Director of Communications (V)

Marketing Assistant (I)
Subsidiary Rights & Sales Assistant (I)
Marketing Associate (II)
Marketing Manager (III)
Manager, Inventory & Sales Ops (previously Sales, Inventory & Sales Promotion Manager) (III)
Subsidiary Rights & Contracts Manager (III)
Director of Sales and Subsidiary Rights (V)

Production

Production Assistant (I)
Production Associate (II)
Production Supervisor (III)
Production Manager (IV)
Production Director (V)

Senior Director of Production (VI)

Managing Editorial

Assistant Production Editor (I)

Associate Production Editor (II)

Production Editor (III)

Associate Managing Editor (III)

Managing Editor (IV)

Senior Managing Editor (V)

Office Administration

Administrative Assistant (I)

Office Administrator (II)

Associate Office Manager (III)

Office Manager [currently combined with HR Administrator and confidential] (IV)

Schedule B: Updated Job Categories (Progressions by Category)

New Positions created by the Press shall be put into existing categories upon consultation with the Union.

I.

Administrative Assistant
Editorial Assistant
Editorial Assistant & Assistant to the Publisher
Marketing Assistant
Production Assistant
Assistant Production Editor
Publicity and Marketing Assistant
Subsidiary Rights & Sales Assistant
Publicity Assistant

II.

Office Administrator
Assistant Editor
Editorial and Academic Marketing Associate
Marketing Associate
Production Associate
Publicity and Marketing Associate
Publicity Associate (previously Associate Publicist)
Associate Production Editor

III.

Associate Editor
Associate Editor/Outreach Coordinator
Associate Office Manager
Associate Publicist and Marketing Manager
Production Editor
Associate Managing Editor
Production Supervisor
Publicity Manager (currently Publicity & Social Media Manager)
Manager, Inventory & Sales Ops (previously Sales, Inventory & Sales Promotion Manager)
Subsidiary Rights & Contracts Manager
Publicist
Marketing Manager

IV.

Office Manager [currently combined with HR Administrator and confidential]
Managing Editor
Editor
Editor, Serial Rights Coordinator, and Internship Coordinator

Education Editor
Production Manager
Senior Publicity Manager

V.
Director of Communications
Director of Sales and Subsidiary Rights
Senior Editor
Senior Managing Editor
Production Director
Publicity Director

VI.
Senior Director of Production
Executive Editor

Appendix A: The New Press Policy on Harassment

The New Press strongly condemns and strictly prohibits all forms of unlawful harassment, including but not limited to sexual harassment.

Sexual Harassment

Sexual harassment is against the law. It also creates an unpleasant and unproductive working environment. All employees are reminded that such behavior is absolutely unacceptable and will result in disciplinary action or discharge.

The following activities are examples of possible “harassment.” All may be considered serious enough to warrant immediate discipline or discharge.

1. Threatening retribution or promising benefits in return for sexual favors, whether implicitly or explicitly.
2. Unwanted physical contact. The person being touched is the judge of what contact is unwanted.
3. Unwanted sexual advances.
4. Comments concerning an employee’s sexual habits, sexual preference, or sexual desirability, whether directed directly at him or her or not.
5. Offensive talk about sex, women, men, or sexuality.
6. The use of demeaning or offensive words when referring to men or women.
7. The display of pornographic or other highly offensive material.
8. Any other activity that creates an unpleasant or offensive working environment, or that interferes with work performance, because of a person's sex.

It makes no difference if the harassment is “just joking” or “teasing” or “playful.”

Jokes may be just as offensive as any other type of harassment, and will be dealt with in the same manner.

Harassment by peers is just as strictly prohibited as harassment by supervisors. No employee may take any action that creates an offensive environment for any other employee.

All employees are responsible for successfully maintaining this policy. In particular, every supervisor and manager has an affirmative duty to maintain his or her department free from any form of harassment.

Other Types of Harassment

Just as sexual harassment is strictly prohibited, so too is harassment on the basis of race, color, ethnicity, disability, religion, national origin, age, gender, veteran status, sexual orientation, citizenship, or any other category protected by law.

Making Complaints About Harassment

Any employee who believes that this policy has been violated should report the harassment at once to the HR Administrator or any member of the management team. Complaints may be made in person or in writing, and will be kept in the strictest confidence compatible with a thorough investigation.

If you choose to make a complaint in writing, the complaint will be most useful if you identify yourself or other witnesses to the offending conduct. Anonymous complaints will be investigated to the extent possible, but complaints that fail to state the names of witnesses often cannot be verified.

Once a complaint is made, the New Press will promptly conduct a thorough and impartial investigation to determine if sexual harassment has occurred. If the alleged harassment involves the individuals who would ordinarily conduct the investigation, an alternate means of investigation will be used.

If it is concluded after investigation that harassment did occur, the New Press will do its utmost to rectify the situation without delay. This may include the discipline or discharge of those participating in or condoning the harassment. Discipline may include a written warning, probation, suspension, or demotion, as well as discharge. Individuals who are found to have violated this policy may also be transferred to other positions, required to undergo counseling, and/or required to offer a formal apology.

If the complaining employee is not satisfied with the outcome of the investigation or with the actions taken as a result of the investigation, he or she should notify the Owner, so that the matter can be reviewed.

Employees who make a good faith complaint of harassment, or who cooperate with an investigation into possible harassment, will be protected against resultant adverse employment actions or retaliation. No coworker will suffer a negative impact because he or she followed this policy. Any retaliation against employees because they made good faith complaints, or cooperated in an investigation, is itself a violation of this policy.

Questions

If you have any questions concerning the New Press' policy on harassment, or concerning any other equal employment opportunity matters please feel free to contact the HR Administrator or any member of the management team.

Appendix B: Health Care Side Letter

The parties agree:

- a.) That The New Press will use its best efforts to continue to offer a fully paid health insurance option for employees' partners/spouses/dependents but that these efforts do not constitute a binding mutual agreement and, depending on the financial health of the organization, The New Press may, in its sole discretion, opt to cap the amount it pays for the purpose of providing coverage for the partners, spouses, and dependents of members of the bargaining unit at the annual amount of \$22,500, as agreed in article 33 of the current Collective Bargaining Agreement.
- b.) That, in order to be compliant with N.Y. Ins. Law 4235 (c) (1) (A) (McKinney Supp. 2010) and consistent with the regulations that prevent any employee from opting out of his or her employer-sponsored group health insurance coverage when the coverage is fully paid for by the employer, effective June 1, 2015, all employees electing the Oxford Liberty-Ease EPO7B plan will contribute \$1.00 per month (which equates to roughly .46 cents per pay period). This minimal employee contribution will make it possible for The New Press both to remain compliant with the law and to avoid the auto enrollment requirement for all employees, and gives employees the opportunity to opt out of New Press health insurance coverage with proof of alternate coverage.
- c.) That The New Press may, in light of its financial health and/or projected increases in health coverage costs, and after consulting with the Union, opt to reopen the collective bargaining agreement to negotiate the issue of a contribution toward health insurance premiums beyond the \$1.00 monthly payment referenced above in (b) to be paid by employees and/or employees' partners/spouses/dependents. The New Press may also, in consultation with the Union, choose to offer a different health insurance plan, or plans, including from different carriers, as necessary in order to contain costs. In the event the Employer exercises its right under this paragraph to reopen the collective bargaining agreement, and the parties fail to reach an agreement within 30 days, the Union shall have the right to engage in economic action, including but not limited to a strike notwithstanding the No Strike clause of Article 41.
- d.) That (i) although all employees are currently entitled to reimbursements for themselves and/or New Press insured family members totaling up to \$1,000 per employee for deductibles, hospitalization and/or ER costs (regular copays not included), this does not constitute a binding mutual agreement and, depending on the financial health of the organization, this benefit may be reduced or discontinued at the discretion of The New Press; and (ii) that although all employees: currently have life insurance coverage that is the equivalent of two times each employee's salary this does not constitute a binding mutual agreement and , depending on the financial health of the organization, The New

Press may discontinue any life insurance benefit in excess of \$25,000 per employee as agreed in article 35 of the current collective bargaining agreement.

- e.) That, at the Press's discretion, non-primary caregivers who have been employed by The New Press for 36 months or longer will be entitled to 4 weeks' paid leave or 8 weeks halftime leave, plus additional unpaid leave consistent with FMLA, upon the birth, adoption, or receiving into foster care of a child.

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