

Agreement  
Between  
Type Media Center  
And  
CWA Local 1180, AFL-CIO

February 22, 2023 – April 1, 2026

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THIS AGREEMENT entered into at New York, NY, as of \_\_\_\_\_ (date) between Type Media Center (hereinafter referred to as the Employer) and COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180 (hereinafter referred to as the Union), acting for and on behalf of itself and of all the Employees of the Employer described in Article I hereof.

## Article I – RECOGNITION

- A. Type Media Center (herein the “Employer” or “TMC”) hereby recognizes Communications Workers of America, on behalf of its Local 1180 (herein the “Union”) as the exclusive and sole bargaining representative in the following unit:

All full-time, part-time and Fixed Term Employees (defined below) but excluding, confidential employees, managerial employees, and supervisors as defined in the Act and temporary employees who are not Fixed Term Employees.

- i. Employees within the scope of the bargaining unit shall be referred to as “Employees”. For purposes of this Agreement, the term Fixed Term Employees means any regular full or part time Employee of the Employer who is hired on a temporary basis that is anticipated or intended to be temporary but for a duration of at least nine (9) months. Fixed Term Employees shall not be entitled to or guaranteed continued employment at the end of the duration of their temporary initial term of employment. If the source of the funding for a Fixed Term Employee position no longer exists or decides to no longer fund the position, the Employer shall have no obligation to continue the Fixed Term Employee position or to replace a Fixed Term Employee upon the expiration of the initial term of employment of a Fixed Term Employee or upon the separation of a Fixed Term Employee.
- B. The Employer agrees not to negotiate concerning wages, hours and other terms and conditions of employment of Employees defined in

Paragraph A above, with any other organization other than the Union for the duration of this Agreement.

- C. The Employer agrees to negotiate with the Union over the creation of new titles and their placement in the bargaining unit as required by law. The Employer further agrees to notify the Union upon commencing a search to fill non-supervisory, non-managerial or non-confidential administrative or clerical job titles. The terms supervisors, managerial and confidential shall have the same definitions as applied by the National Labor Relations Board.
- D. When used herein the ‘Executive Director’ shall include his/her/their designee.

## Article II – MEMBERSHIP AND PAYMENT OF DUES

- A. The Employer and the Union agree that as a condition of employment, all Employees within the scope of the bargaining unit shall become members of the Union within 30 days following the effective date of this Agreement.
  - 1. All Employees who become members of the Union shall remain members during the life of this Agreement.
  - 2. Upon receiving a signed statement from the Union indicating that an Employee has failed to comply with the conditions of Article II.A, said Employee shall be terminated within 30 working days after the receipt of notification unless the Employee has complied with the conditions of Article II.A.1.
  - 3. The Union agrees to indemnify and hold harmless the Employer in connection with any grievances, charges, complaints, claims or lawsuits which may arise in connection with action taken by the Employer at the request of the Union pursuant to the terms of this Article.

B. Maintenance of Dues (Check-Off)

Upon an Employee's voluntary and written assignment, all dues for Union membership, as prescribed in the constitution and by-laws of the Union, shall be deducted in equal amounts from each payroll check of each member and remitted to the Union. Such membership dues shall be deducted from the Employees' earnings in accordance with the Union schedule of rates. Said schedule will be furnished to the Employer by the Union and may be amended at any time. Notification of such amendment must be made to the Employer 30 days prior to the payroll date nearest to the effective date of the dues change.

1. The permission to retain dues shall be granted through the assigning of authorization cards on a form approved by the Union.
2. The Union shall indemnify the Employer against any and all claims or other forms of liability that may arise from such authorization.
3. The withdrawal of authorization may be accomplished only through the termination of the Agreement, or through the members' written notification, to both the Employer and the Union, of his/her/their desire to withdraw such authorization thirty days prior to the annual anniversary of the granting of such authorization. Otherwise, the granting of such authorization shall remain in effect during the life of this Agreement.

Article III – GRIEVANCE PROCEDURE

A. Declaration of purpose

The purpose of this procedure is to establish and maintain a method of ensuring smooth and uninterrupted operation of the Employer under the terms of this Agreement; to have a smooth process for handling and disposing of differences equitably within the shortest period of time and at the lowest available level. The Employer may only

discipline Employees for just cause. The Employer further commits to the principle of progressive discipline.

B. Definitions

1. A grievance is defined as any controversy or dispute arising between the parties hereto relating to any matter of discipline, wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.
2. Days shall mean calendar days.

C. The processing of a grievance filed by an Employee or the Union to arbitration shall be the sole and exclusive right of the Union.

D. General procedures

1. Meetings between the Employer and the Employee and/or the Union regarding the processing of a grievance shall be conducted during the hours of employment.
2. The time limits imposed upon either party during any step of this procedure may be extended by mutual oral agreement and shall be confirmed in writing.
3. Except for the informal decision at Step I, all decisions shall be rendered in writing at each step of the grievance procedure and reasons shall be stated only for the denial of a grievance.
4. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.
5. The Employer and the Union agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievances to the extent such

material is required to be disclosed under the Nation Labor Relations Act.

E. The steps of the grievance procedure shall be as follows:

Step I

An Employee or the Union shall bring the grievance to his/her/their immediate supervisor with the object of resolving the matter informally. The Shop Steward shall be present at the grievant's request. This step shall be taken no later than 30 days after the date on which the action giving rise to the grievance occurred or the grievant should have become aware of the action or had knowledge thereof. Any resolution of the grievance at this level shall be in accordance with the submission of a grievance. The supervisor may extend the period of response with the consent of the Union, which shall not be unreasonably denied.

Step II

If the grievance is not resolved, it shall be reduced to writing and submitted to the Executive Director within 14 days of the proposed Step I resolution. The Executive Director shall provide a written response within 14 days of the submission of a grievance. The Executive Director and the Union may agree to an extension of the period of response for up to an additional 14 days, and upon the Executive Director's request. The Union shall not unreasonably deny the Executive Director's request for additional time.

F. Arbitration

If either the Union or the Employer desire to proceed to arbitration, the process shall be as follows:

1. Within 14 days after the final meeting between the parties or a final decision on the grievance, whichever comes later, either party may file with the other a written Notice to Arbitrate.
2. The Notice to Arbitrate shall set forth the issue to be arbitrated and the relief requested.



3. The matter shall be submitted to an Arbitration Panel consisting of one representative selected by the Union and one representative selected by the Employer.
4. The two selected representatives shall confer and, within 14 days after the receipt of the Notice to Arbitrate, select a third member who may be chosen only by the agreement of both members of the panel.
5. Should the arbitration panel not agree upon a neutral member within 14 days, the New York State Employment Relations Board (SERB) shall be requested to provide a list of 7 arbitrators. The Union and the Employer shall each strike one name at a time, with the initiating party striking first. The last remaining name shall serve as the neutral member of the panel.
6. The arbitration panel shall hear the appeal as quickly as possible following notification of the appointment of the neutral.
7. The rules of the hearing shall be those utilized by SERB in their arbitration proceedings.
8. The decision of the panel shall be issued within 30 days from the close of the hearing.
9. The decision of the arbitrator shall be final and binding upon both parties.
10. All joint fees and expenses of the arbitration shall be equally divided between the Employer and the Union.

#### Article IV – PERFORMANCE REVIEWS

In February of each year of this Agreement, the Employer will conduct for each Employee an annual performance review to discuss job performance, as well as anticipated performance goals and expectations going forward. Reviews shall also be used as a mechanism to discuss Employees' opportunities for future advancement. Employees are also encouraged to share during their annual

performance review any concerns or suggestions relevant to their job performance and/or their ability to effectively perform their job duties going forward. Employees who would like to provide a written response to their performance review may submit the same to their manager or the Executive Director and such response will then be included in the Employee's personnel file. Written performance evaluations will also be maintained in the Employee's personnel file. In the event that this Agreement is ratified after February, annual performance reviews that have not yet been conducted will be conducted as soon as feasible after ratification.

During the evaluation process, Employees have the opportunity to request feedback from 2 of their colleagues. Colleagues receiving a request for feedback may choose to provide (or not provide) that feedback at their discretion. Written performance evaluations shall be maintained in the Employee's personnel file.

During each review period, Employees shall also have an opportunity to provide formal feedback on their supervisor/manager to the manager above them. This feedback shall be considered during the supervisor/manager's performance review and made anonymous if it is shared with them.

If Employees would like to share concerns or make suggestions regarding their manager or the Executive Director, they are encouraged to raise them with their manager, the Executive Director or any member of the Executive Committee of the Board of Trustees determined by the LMC.

## Article V – DISCIPLINE

The purpose of progressive discipline is to identify areas that require improvement and provide Employees with a reasonable opportunity to improve their performance and misconduct. It is meant to assist an Employee to meet the expectations of the job. As such, Employees are given the opportunity to come into compliance with established company policies and role expectations.

### A. Just Cause Discipline:

Employees who are outside of their probationary period shall not be disciplined or discharged without just cause. (The provisions of this Article V do not apply to layoffs for economic reasons.)

B. Progressive Discipline:

Except in cases involving Gross Misconduct (defined below), the Employer shall practice the principles of “Progressive Discipline” of Employees who are outside of their probationary period before discharging such Employees. Progressive discipline shall include two (2) written warnings before termination (except in cases where a Performance Improvement Plan has been issued, discussed below). The parties recognize that for safety reasons, an Employee may need to be removed from the workplace while the Employer investigates alleged or suspected misconduct. In such rare cases, an Employee may be immediately suspended at their regular rate of pay, pending the results of the investigation. Such a suspension does not constitute disciplinary action. The Employee shall have the right to have a Union representative present when suspended, if they so request.

C. Discharge For Gross Misconduct

Where the Employer determines that an Employee has engaged in Gross Misconduct, the Employer may discharge such Employee immediately without engaging in progressive discipline. Gross Misconduct includes behavior that threatens the safety, health or welfare of employees, managers, consultants, interns, visitors or other individuals or business relations or that materially threatens the business or reputation of the Employer. Examples of Gross Misconduct include, among other things, violence, threats of violence, theft or destruction of Employer or co-worker property, etc. Nothing in this provision shall prevent or preclude any Employee from speaking publicly, privately, or to a member of the media about working conditions at the organization (excluding information that is malicious or knowingly false) provided that any such communications are not in violation of the Employee's legal obligations or any lawful written policy of the Employer.

D. Performance Improvement Plans

No Employee who has completed their probationary period will be disciplined or discharged for a deficiency in job performance unless they have first been placed on a Performance Improvement Plan (“PIP”) (discussed below) and, thereafter, given at least one (1) written warning.

- i. A PIP shall only be issued to an Employee for issues that the Executive Director and/or an Employee’s supervisor had previously brought to the Employee’s attention privately as a part of their regular check in.

- ii. The PIP shall identify performance issues, based on the Employee's job description and/or other duties clearly assigned, and include examples of the tasks or responsibilities that are unsatisfactory to the Employer. The Employee shall be granted the opportunity to address these examples. The PIP shall identify reasonable, clear measurements/milestones of improvement, subject in all instances to ultimate determination by the Employer. The PIP shall be initially drafted by the Employer and shared with the Employee in order to give the Employee the opportunity to provide feedback. After giving the Employee the opportunity to provide feedback and after the Employer has considered in good faith, in its sole discretion, whether to revise the PIP based upon any such feedback, the Employer may formally issue the PIP. The Employer shall confer with the Union regarding standard PIP format but the final format for any PIP shall be in the Employer's discretion. The PIP shall serve as the first written warning (the First Warning).
- iii. The PIP period shall include a minimum of one meeting per month between the manager and the Employee to monitor progress and facilitate the provision and receipt of feedback that is separate from the Employee's regular check-ins.
- iv. The PIP shall be a minimum of ninety (90) days in length for the Employee to demonstrate the required improvements. In the case where the Employee demonstrates the required improvements, then the Employer, at its discretion, may deem the PIP successful ahead of schedule and take the Employee off of it. The Employer may choose to do so even if not all of the required improvements have been made.
- v. If the manager or supervisor of the Employee who was issued the PIP is separated from employment with the Employer during the period of the PIP, the PIP shall be on hold until a manager or supervisor who is familiar with the Employee's work addresses the PIP with the Employee.
- vi. Where an Employee who has met the requirements of a PIP requires an additional PIP within one (1) year of meeting the requirements of the prior PIP, the additional PIP shall have a duration of at least thirty (30) days for the Employee to address the concerns at issue to a degree satisfactory to the Employer. The Employer is not obliged to

provide any additional PIP to the Employee if the Employee fails to thereafter satisfactorily address the concern.

- vii. For the first six (6) months after an Employee has been promoted or taken on a new assignment, the Employee will not be issued a PIP with respect to new job duties resulting from that promotion or new assignment.
- viii. Should an Employee not fulfill the requirements set out in the PIP, the Employer may give the Employee an official written warning (the “Second Warning”). If the Employee does not make the necessary improvements within thirty (30) business days following receipt of the official written warning, then the Employer may discharge the Employee for poor job performance.
- ix. The Employer will provide the Union and the Employee with copies of a PIP or any formal written disciplinary action (written warning, termination notice) promptly, and the Employee shall have the opportunity to respond in writing and have that response placed in their Human Resources file.

#### Article VI – ANTI-DISCRIMINATION

- A. The Employer does not discriminate in employment opportunities or practices on the basis of actual or perceived race, color, creed, religion, sex, gender, sexual orientation, LGBTQ identity (which includes affectional preference, partnership status, gender identity or expression), pregnancy status, marital status, familial status, caregiver status, national origin, ancestry, immigration or citizenship status, HIV status, age, veteran status, military status, disability, genetic predisposition, genetic information, domestic violence victim status, sex offense or stalking victim status, lawful union activity (e.g., protected concerted activity under Section 7 of the National Labor Relations Act), credit history, salary history, history of drug use, political affiliations, criminal record (except where permitted by applicable law), housing status, or any other characteristic protected by applicable law.

This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments, and benefits.

- B. The Employer is committed to ensuring equal opportunities in employment for qualified individuals with known disabilities. The Employer will provide reasonable accommodation to a qualified individual with a known disability unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Reasonable accommodations may include modifications to an Employee's physical or digital workspace and adjustments to the Employee's workload, duties, or work practices.

If an individual requires an accommodation in order to perform the essential functions of their job, enjoy equal employment opportunity, and/or obtain equal job benefits, they should contact their manager, the Executive Director or the Deputy Director to request such an accommodation as soon as possible. The Employer will communicate with the individual and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) can be made. The Employer will evaluate information obtained from the individual and, if necessary, their doctor and/or other healthcare provider, and will then work with the individual in good faith to identify any reasonable accommodations.

If a reasonable accommodation that will not impose an undue hardship on the Employer and/or a direct threat to the health and/or safety of the individual or others, is identified, the Employer will generally make the accommodation. In some cases, the Employer may propose an alternative accommodation which it regards as more reasonable (all things considered) but effective in meeting the need or addressing the reason for the accommodation. Employees are required to be cooperative during this process by providing necessary documentation and information that may lawfully be requested supporting the need for any accommodation. The parties agree that no retaliation or coercion shall be conducted in relation to an accommodation request in accordance with federal law.

Medical information will be maintained separate from the Employee's personnel file.

- C. The Employer shall treat all Employees with dignity and respect.
- D. The Union and the bargaining unit members shall treat the Employer with dignity and respect.

#### Article VII – DIVERSITY, EQUITY, AND INCLUSION

The parties share a commitment to diversity, equity, and inclusion. The Employer shall take ongoing measures to recruit, select, mentor, retain, and promote individuals with different backgrounds, experiences and perspectives, including but not limited to the measures listed in sections A-C below. The subject of how to best advance these efforts shall be taken up at meetings of the Labor-Management Committee.

##### A. RECRUITMENT:

- i. The Employer will make a good faith effort to recruit candidates from groups that have been traditionally under-represented within the journalism and nonprofit industries, including, among others: Black and indigenous people and people of color; LGBTQ people; people with disabilities; and people from low-income backgrounds.
- ii. To this end, the Employer will advertise all open positions on at least three websites that specifically cater to such underrepresented groups and utilize other recruiting methods and outlets to reach a diverse applicant pool.

##### B. SELECTION AND HIRING:

- i. The Employer will continue its efforts to recruit and hire women and individuals from other traditionally under-represented populations, including, but not limited to, demographic minorities, individuals with disabilities, individuals who are transgender, gender nonconforming people, refugees and asylum seekers (who are authorized to work in the United States of America).

- ii. When recruiting candidates for a vacant position, except when the Employer is promoting an Employee, the Employer will endeavor to interview at least two candidates from underrepresented groups.

C. RETENTION:

- i. Understanding that the demographic makeup of TMC staff and its change over time is central to retention of Employees from underrepresented groups, the Employer shall conduct an anonymous yearly demographic survey, optional/voluntary for Employees, of the Unit and non-Unit positions, considering race, ethnicity, and gender, and will share survey results (aggregated sufficiently to help protect individual privacy) with Employees and the Union. These analyses should be maintained digitally or electronically in a place accessible and visible to all Employees, and a robust archive should be maintained.

Article VIII – WHISTLEBLOWER PROTECTION

A. WHISTLEBLOWER PROTECTION POLICY

Prohibited Behavior and Reporting Responsibility

Type Media Center (“TMC”) requires that its directors, officers, Employees, consultants, contractors and volunteers observe high standards of business and personal ethics in the conduct of their duties and responsibilities. The purpose of this Whistleblower Protection Policy is to encourage all Employees and others to report any violation or suspected violation of applicable laws, regulations and/or policies of TMC, including TMC’s Business Ethics and Conduct Policy (which is set forth in TMC’s Employee Handbook), internally, without fear of reprisal, so that TMC can address and correct any inappropriate conduct.

No Retaliation

TMC strictly prohibits any form of retaliation against any individual who in good faith reports a violation, or a suspected violation, or who cooperates in the investigation of any such report. This prohibition against retaliation may include but is not limited to, remarks or threats of punishment or revenge, actual



punishment or revenge, harassment, reassignment to a less desirable position or shift, pay decrease, denial of promotion or discharge. Any individual within TMC who retaliates against another individual who in good faith reported a violation or suspected violation or who cooperated in the investigation of any such report will be subject to discipline, including, potentially, termination of employment.

### Complaint Procedure

All Employees and others who believe they have information relating to violations or suspected violations of applicable laws, regulations and/or policies of TMC, or any form of retaliation, are strongly encouraged to report the matter to their supervisor, the Executive Director and/or any member of the Executive Committee of the Board of Directors. Union member Employees also have the option of utilizing the grievance procedure set forth in Article III of the Collective Bargaining Agreement, and if the allegation is against the Executive Director, the Union member Employee may contact the Chair of the Board of Directors, or his/her/their designee.

TMC will conduct a prompt, thorough and impartial investigation of the matter and cause the appropriate corrective action to be taken if warranted by the findings of the investigation.

While TMC encourages anyone reporting a violation or suspected violation, or retaliation, to identify him/herself/themselves when making a report in order to facilitate the investigation of the same, such reports may also be made anonymously. Regardless of how the reports are submitted, TMC cannot guarantee complete confidentiality regarding such reports or complaints as there are circumstances where certain information must be disclosed. However, TMC will endeavor to keep such reports or complaints confidential to the extent practicable.

Any individual reporting a violation or a suspected violation must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove to have been made maliciously or knowingly to be false (and that prove to be unsubstantiated) will be viewed as a serious disciplinary offense.

### Acknowledgement

All directors, officers, Employees, consultants, contractors and interns will receive a copy of this policy and will be required to sign, date and return a form

acknowledging, among other things, that they received, read, understood and will comply with this policy, and that they were afforded an opportunity to ask questions about the policy.

#### Article IX – MANAGEMENT RIGHTS

- A. All management functions, responsibilities, rights power and authority to direct the work force, including the right to hire and fire Employees, to assign them work, to lay off Employees and to make reasonable rules for the work place, are vested and retained exclusively by the Employer except as specifically limited by the express provision of this Agreement.
- B. The parties recognize that any Employee in the bargaining unit can be assigned to perform any task necessary for the success of the Employer. However, before any adverse action is taken against any Employee for poor performance, the Employer will advise the Employee of the steps necessary to improve his/her/their performance.
- C. The Employer will not exercise the authority in this Article in an arbitrary manner.
- D. Mandatory subjects of negotiation not covered by this Agreement shall be discussed between the parties as required by law.

#### Article X – HOURS OF WORK AND OVERTIME

- A. The standard work week shall consist of an eight-hour day, worked between the hours of 8 a.m. and 7 p.m., Monday through Friday, including a one (1) hour meal break. Nothing contained herein shall prevent the parties from agreeing to a variation from these hours or for a flexible work week. Permission from the Employer for such flexible working schedules shall not be unreasonably withheld. Time worked shall be recorded in a manner prescribed by the Employer.
- B. Consistent with the terms of the Federal Fair Labor Standards Act (“FLSA”), where the needs of the Employer require additional work time, nonexempt Employees covered under the FLSA shall be paid a 50% premium for all hours worked beyond 40 in a workweek.

Employees exempt under the FLSA, who are required to work beyond the regular work week, shall receive compensatory time off on an hour for hour basis. Additionally, part-time, non-exempt Employees who are regularly scheduled to work less than the standard work week (described in Subsection A immediately above), who in a given workweek are required to work beyond their regularly scheduled number of hours per workweek shall receive compensatory time off on an hour for hour basis for all hours worked in excess of their regularly scheduled hours per workweek up to 40 hours worked in that workweek. If such part-time, non- exempt Employees are required to work in excess of 40 hours in that workweek, they shall be paid a 50% premium for such hours worked beyond 40 in that workweek.

- C. Compensation time: In addition to existing compensation time policies, members of the bargaining unit shall receive one (1) compensatory day off for every three (3) evening events they work and one (1) compensatory day off for every three (3) days required to travel for work, provided such travel requires overnight stay. Employees must use their compensation time within one year of accrual date.

#### Article XI – JOB CLASSIFICATIONS

- A. A job description for each covered job classification shall be provided within 60 days of the execution of this Agreement to the Employee and the Union. Job descriptions are guides to the general duties of the position; however, the duties listed on the job classifications are not to be construed as a limitation on the Employer's right to assign work. In the event that the Employer chooses to reassign or significantly alter an Employee's assigned duties, encompassing at least 20% of the Employee's work responsibilities, the Employee may request a meeting with the Employer and the Union to confer over the impact of the new duties. In such a meeting, the Employee may request additional compensation and/or modification to the Employee's current title on a permanent basis. If an Employee's request for additional compensation and/or promotion is denied, the Employer shall provide, within a reasonable amount of time, a written response regarding the denial and meet with the Employee to discuss how the

Employee may be able to achieve a raise and/or promotion in the future.

- B. Prior to filling any positions covered by this Agreement, the Employer shall circulate by email a notice of vacancy among Employees at least 7 days before the position is listed publicly. The notice shall state the duties and qualifications and the deadline for filing an application for the position. In case of an emergency vacancy, the Employer may fill the vacant position on a temporary basis for up to 90 days without posting the position. For the purposes of this provision an “emergency vacancy” shall be defined as a vacancy that will cause significant disruption to operations and/or will cause the Employer to miss an important business opportunity and/or deadline.

#### Article XII – SENIORITY

Seniority shall be defined as the length of continuous employment at the Employer, including any authorized leave of absence or lay-off.

#### Article XIII – PROBATIONARY PERIOD

There shall be a 6-month probationary period for all Employees hired during the life of this Agreement. Employees who are on probation do not have just cause rights, including progressive discipline, as described in Article V. It is expressly acknowledged and agreed that the Employer retains the right to terminate the employment of a probationary Employee at any time during the probationary period without being subject to any of the provisions or requirements of Article V (“Discipline”). If the Employer fails to advise probationers of known performance deficiencies within the first 60 days of employment or thereafter when known, the probationary period will be extended by 30 days upon the request of the Union.

The Employer shall have the right to extend the probationary period for up to an additional 60 days for Employees staffed on Bold Type Books and Type Investigations projects if, in its sole discretion, such additional time is required. The discretion to extend the probationary period shall not be routinely exercised.

During the probationary period, members of the bargaining unit shall be afforded all other benefits outlined in this Agreement, subject to eligibility requirements and all other applicable terms and conditions.

#### Article XIV – TERMINATION OF EMPLOYMENT

- A. Effective upon the execution of this Agreement, and through December 31<sup>st</sup>, 2023, the Employer agrees not to lay off any Employees for economic reasons except under the following conditions:
  - 1. The Employer does not receive or is informed (e.g., by the expected grantor or the taxing authority, as the case may be) that it will not receive funding from an expected source (or sources) and/or an expected federal tax credit(s) or refund(s) that had been budgeted for in the Employer's 2023 budget that constitute a net loss against the budget of at least \$100,000.
  - 2. Any Employee who is laid off for economic reasons shall be paid for all accrued, unused and available paid vacation days and comp days.
- B. Should these conditions occur, the Employer shall meet with the Union to discuss one or more layoffs.
- C. On or before December 4, 2023, the parties agree to reopen the collective bargaining negotiations to engage in negotiations over this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

#### Article XV – UNION RIGHTS

- A. The Employer shall designate a Bulletin Board for the posting of Union notices.
- B. The Employees shall elect a shop steward for the purpose of conducting routine Union business. The shop steward shall be allowed reasonable time during working hours to conduct such necessary

Union business as long as it does not interfere with the Employee's job responsibilities.

- C. Up to three Employees shall be designated by the Union to attend a negotiating meeting or other meeting between the Employer and the Union and shall be released for that purpose without loss of pay.
- D. Upon request, a duly authorized representative of the Union shall be permitted reasonable access to the employment premises during working hours for the purposes of ascertaining compliance with this Agreement, investigating grievances, or conducting other Union business as long as it does not interfere with the job responsibilities of the Employees.
- E. The Employer shall supply the Union with a seniority list of all Employees, showing date of hiring and rate of pay and shall update the list upon any change.

#### Article XVI – NEW TECHNOLOGY

Training on any new equipment or computer software shall be offered to appropriate Employees. Good faith effort shall be made to provide regular management/leadership training to Employees who supervise one or more Employees.

On or before December 4, 2023, the parties agree to reopen the collective bargaining negotiations to engage in negotiations over this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

#### Article XVII – SALARIES

Effective January 1, 2023, the Employer and the Union agree that salary increases within the year of 2023 shall be paused. On or before December 4, 2023, the parties agree to reopen the collective bargaining negotiations to engage in negotiations over this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

## Article XVIII – HOLIDAYS

Effective January 1, 2023, the following holidays will be observed as paid time off:

New Year's Day	Martin Luther King, Jr. Day
Indigenous People's Day	Presidents Day
Veterans Day	Juneteenth
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Black Friday	Christmas Eve
Christmas Day	New Year's Eve*

\* On New Year's Eve, the office will remain open, and the Employer will require at least one Employee to work. Any Employees working on New Year's Eve shall receive a 50% premium for all hours worked and shall receive a compensatory day off.

Employees required to work on any of the paid holidays shall receive a 50% premium for all hours worked and shall receive a compensatory day off.

In addition, an Employee may designate one other day off as a "floating" holiday, to be used for religious observance, or any other purpose. The floating holiday shall be used during the calendar year and may not be carried over.

On or before December 4, 2023, the parties agree to reopen the collective bargaining negotiations to engage in negotiations over this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

## Article XIX – PAID TIME OFF

On or before December 4, 2023, the parties agree to reopen the collective bargaining negotiations to engage in negotiations over this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

A. Vacation

1. During the calendar year of 2023 Employees shall accrue vacation based upon the anniversary of their date of hire in accordance with the following schedule:

After 6 months: 10 days

After 1 year of service: 15 days

After 5 years: 20 days

At 10 years of service, and at every 5-year interval after that: all Employees shall be entitled to an additional 10 days in that year.

2. Requests for vacation shall be submitted at least seven days in advance, and the Employer shall respond to such requests within five days. Employees may not take vacation in excess of three weeks without the express approval of the supervisor. Employees asked to forego all or part of their vacation shall be permitted to carry it over into the next year, to be used within 90 days.
3. For the calendar year of 2023 every member of the bargaining unit shall receive three (3) additional floating days off to be scheduled in accordance with the vacation day procedure. These additional floating days will not carry over and shall expire on December 31, 2023.

B. Sick Leave

Employees shall be entitled to six (6) days of paid sick leave. The minimum sick leave usage shall be in increments of one hour, and shall be used for the personal illness of the Employee, or for necessary medical appointments. In extraordinary circumstances, such as a serious illness, the Employer may extend paid sick leave beyond what has been accrued. In determining whether to extend sick leave, the Employer shall consider the nature of the illness and the length and character of the Employee's service.



**This Agreement expressly waives the provisions of the New York State Paid Sick Leave Law (NY Labor Law Section 196-B) and the New York City Earned Safe and Sick Time Act (except the requirement to provide COVID-19 child vaccination time as set forth in Section 20-914.1 of the NYC Earned Safe and Sick Time Act) and the parties hereto acknowledge that this Agreement provides comparable or better paid time off benefits to Employees.**

C. Personal Days

Employees shall be entitled to four (4) personal days off with pay.

D. Bereavement Leave

1. Employees who suffer a death in the immediate family shall be entitled to four (4) days off with pay.
2. Members of the bargaining unit whose deceased family member lived abroad, shall be entitled to two (2) more bereavement leave days with pay, for a total of six (6) days.

E. Jury Duty

Employees summoned for jury duty service shall be paid their full salary while serving on a jury, provided however, that any payment received for such jury service shall be remitted to the Employer.

F. Parental Leave

Employees who become parents of a child either through birth or adoption shall be entitled to four (4) months of paid leave to be taken anytime within one year of the birth or adoption date.

G. The parties further agree that the Employer shall provide leave in accordance with the provisions of the Family and Medical Leave Act.

H. The paid Vacation, Sick Leave, Personal Days, and Parental Leave benefits provided for in subsections A, B, C, and F, respectively, above shall be pro-rated for part-time Employees who are regularly

scheduled to work less than five (5) days during the work week. Strictly by way of example, a part-time Employee who is regularly scheduled to work four (4) days per work week who has completed six (6) years of service shall be entitled to sixteen (16) paid vacation days under subsection A above.

## Article XX – TELECOMMUTING/REMOTE WORK

There shall be a Telecommuting Policy, as described below:

### A. General provisions

#### Remote Work.

1. Unless informed otherwise by the Employer (see below) and/or the duties of their job require their presence in the office on an occasional or regular basis, Employees are permitted to work remotely. If the Employer requires an Employee to work from the Employer's offices on a day (or days) that the Employee would typically be working remotely, the Employer must give the Employee at least 24 hours' written notice (e.g., by text or email) of the same. If the Employer requires an Employee who lives within 50 miles of where the Employer has an office, and typically works remotely to instead work from the Employer's offices one or more days per work week on a regular/ongoing basis, the Employer must give the Employee at least two weeks' written notice of the same. Approval to work remotely is at the Employer's discretion and may be withdrawn at any time (with the notice specified above). While working remotely, Employees are expected to perform their job responsibilities as they otherwise would when working on the Employer's premises.
2. The Employer shall provide or reimburse Employees for equipment and supplies, such as laptops and software, that it deems necessary for fulfilling the Employee's job duties, remotely or in office. All such Employer equipment and supplies are to be used solely for Employer business. The Employee is responsible for Employer equipment and supplies

and must take appropriate measures to protect Employer equipment. The Employer will have Employer equipment serviced as necessary. Employees should contact their managers regarding any equipment or supplies that they need to perform their jobs while working remotely. Employees should follow the Employer's business expense reimbursement policy regarding any business expenses for which they intend to seek reimbursement. All Employer equipment must be returned to the Employer upon separation from Employment or upon any request by the Employer at any time.

3. Employees who work remotely shall receive a monthly stipend for certain utilities in accordance with and subject to the provisions of Article XV - Wages. Nothing in this Article or Article XV shall prevent the Employee from making an additional or specific equipment or supplies request to be approved or denied at the Employer's discretion.
4. During a remote work arrangement Employees shall continue to comply with all applicable provisions of this Agreement and applicable Employer policies and procedures.
5. While working remotely, Employees are expected to work their regular work hours. (Employees may request an alternate work schedule than their regular working hours with the approval of their direct supervisor and the Executive Director.) Typically, Employees must be available (e.g., by phone and email) during their regular work hours (excluding permitted breaks, meal periods, excused absences and emergencies).
  - 5.1. Recording Work Time. Nonexempt Employees must accurately record and report all time worked.
  - 5.2. Remote Workspace. Employees must ensure that their telecommuting workspace is sufficiently private and quiet and generally conducive to performing their work duties, including, for example, video meetings.
  - 5.3. Information Security. Consistent with the Employer's expectations regarding information security for

Employees working at the office, Employees working remotely are expected to protect Employer information against unauthorized access, disclosure and use at their remote workspace.

- 5.4. Safety. Employees are expected to maintain their remote workspace in a safe manner, free from safety hazards. In accordance with the Employer's Workers' Compensation Policy, if any Employee sustains a job-related injury or illness, the Employee should notify the Employee's manager immediately.

B. Telecommuting when Sick.

1. In the interest of maintaining a healthy workplace, any Employee who regularly works from the office and is ill but able to productively perform a full day of work may utilize any accrued unused paid sick time or may request permission to work remotely rather than from Type Media Center offices.
2. Employees approved for remote work when ill will not be charged for sick days for the time spent working remotely.
3. Employees that work from the Employer's office may submit a request for a remote work accommodation for medical reasons and must submit documentation from a healthcare provider in accordance with the law upon request of the Employer.

Article XXI – BARGAINING UNIT WORK

- A. The Employer shall not hire contractors or agency workers with the intent of shrinking or eroding the bargaining unit. With the exception of a vacancy (or vacancies) due to a layoff (or layoffs) for economic reasons under Art. XIV, when a bargaining unit position becomes vacant and a sufficient amount of the bargained-for work attached to that vacancy is going to continue so as to justify the hiring of an Employee on a full-time or part-time basis, the Employer shall initiate a rehiring process for the vacant position or a position covering the equivalent work within 30 days of the vacancy. Exceptions may be

granted by mutual approval from the Employer and the Union. In accordance with Art. XI (“Job Classifications”), in the case of an emergency vacancy the Employer may fill such vacant position on an acting basis for up to 90 days without posting the position.

- B. In the case where the Employer has unassigned bargained-for work or in the case where the volume of bargained for work or the work requirements are such that such work cannot be properly or timely completed by the unit members, the Employer may assign those outstanding duties to a contractor or agency worker for no more than one (1) year. If the work continues for longer than 1 year and there is a sufficient amount of such work to justify the hiring of an employee on a full-time basis or a part-time basis of at least 15 hours per workweek, the Employer will hire a unit position (full-time or part-time, as the case may be) that covers that work. However, notwithstanding the immediately preceding two (2) sentences, if the unassigned bargained for work that has been assigned to a contractor or agency worker was the result of a vacancy due to a layoff for economic reasons under Art. XIV and the economic reasons for the layoff persist, the Employer may seek to continue to assign such work to a contractor or agency worker and not hire a Unit position that covers such work for so long as the economic reasons for the layoff persist (e.g., until the economic circumstances of the Employer have substantially improved). In such a case, prior to the one-year anniversary of the engagement of the contractor or agency worker, the Employer and the Union shall bargain whether the economic reasons for the layoff persist such that the Employer may continue to assign the work to a contractor or agency worker for longer than one (1) year.

## Article XXII – HEALTH AND SAFETY

- Section 1. Understanding that the dynamics of health and safety have changed due to the COVID-19 pandemic and that staff, the people they live with and their families may be at greater health risks, Employer and the Union have agreed to the following practices to promote health and safety.
- Section 2. During a global pandemic, or declared public health emergency, Employer and Employees shall comply with all applicable laws,

regulations and orders (e.g., Governor’s Executive Orders, Orders of the Commissioner of the Department of Health, etc.) relating to such pandemic or declared public health emergency. During a global pandemic or declared public health emergency, at the request of the Union, the Employer shall meet with the Union, at both parties’ convenience, to discuss any new health and safety measures related to such pandemic or public health emergency, including, but not limited to testing, vaccinations, personal protective equipment, changing to remote work, establishing medical exemptions, accommodations for sincerely held religious beliefs, practices and observances.

**Section 3. Public Health Procedure.**

- A. **COVID Quarantine:** Should an Employee test positive for COVID (or any other illness that is the cause of a declared public health emergency) they shall be required to quarantine or isolate for the period of time required by applicable law, regulation or order (or, in the absence of same, applicable CDC guidance). Employees who have determined that they are well enough to work remotely and whose jobs lend themselves to remote work, shall do so.
  
- B. **In-Person Events.** Any Employer-controlled in-person events that Employees will be asked to attend shall have sufficient safety protocols in place. Any Employee who would like to opt out of any in-person event due to health and safety reasons (including any business travel), may make such a request to their direct supervisor. Employer may request additional information concerning the nature of the request. Any Employee who requests to opt out shall not be discriminated or retaliated against for doing so.

**Article XXIII – HEALTH BENEFITS**

On or before January 15, 2024, the parties agree to reopen the collective bargaining negotiations to engage in negotiations over this Article. Any agreement reached by the parties, will be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

For the benefit year commencing March 1, 2022, Employer agrees to renew its current group health insurance plan (Oxford Freedom Plan). For subsequent

years during the term of this Agreement, bearing in mind issues relating to, for example, cost, coverage and availability of coverage, the Employer agrees to endeavor in good faith to continue to make available to the Employees substantially similar but not necessarily equivalent group health insurance coverage, including dental and vision care, with availability of coverage for spouse, domestic partner, and dependent children subject to the eligibility and other applicable terms and conditions of the insurance policy or plan. The Employer shall provide to Employees any written notification of changes to benefits under the plan that Employer receives from the insurance company during the term of the plan. The Employer shall meet with union-appointed representatives in November 2022 to discuss and bargain in good faith over a group health care plan for the benefit year commencing March 1, 2023. Should the Employer seek to change the group health care plan in future years during the term of this Agreement, the Employer shall notify the union to bargain the matter.

For 2022, Employer will contribute five hundred U.S. dollars (\$500.00) to the Individual and Family HRA to Employees that select them, and one thousand U.S. dollars (\$1,000.00) to the FSA for each Employee. These contributions shall be for 2022 and are subject to bargaining for 2023 or 2024.

### **Employee Premium Contribution.**

For the group health plan commencing on March 1, 2022, Employees shall contribute 7% of the monthly premium cost for individual coverage under the Employer's group plan and Employees whose spouse, domestic partner, and/or dependent children are covered will contribute 7% of the premium for that coverage. Proof of spousal relationship, domestic partnership, or dependent children satisfactory to the Employer shall be provided upon request.

For the group health plan commencing on March 1, 2023, Employees shall contribute 4% of the monthly premium cost for individual coverage under the Employer's group plan, and Employees whose spouse, domestic partner, and/or dependent children are covered will contribute 6% of the premium for that coverage. Proof of spousal relationship, domestic partnership, or dependent children satisfactory to the Employer shall be provided upon request. During the term of this Agreement, for any group health plan subsequent to the plan commencing on March 1, 2023, the percentage amounts of the Employee contributions toward the monthly premiums shall be subject to collective bargaining.

## Article XXIV – RETIREMENT PLAN

Effective January 1, 2023, the Employer shall pause contributions to the retirement savings plan set up under the IRC 403 (b). On or before January 15, 2024, the parties agree to reopen the collective bargaining negotiations to engage in negotiations over this Article. Any agreement reached by the parties shall be implemented in accordance with their respective terms and conditions and will be incorporated into this Agreement.

## Article XXV – REIMBURSEMENT OF EXPENSES

Employees required to travel or otherwise expend personal funds shall be reimbursed for reasonable business expenses that they properly incur on behalf of the Employer within five (5) days of presenting proper receipts and other documentation verifying the expenditure and its business nature.

## Article XXVI – SEPARABILITY

If any provision of this Agreement shall be adjudicated illegal or on violation of any law, such an adjudication shall not invalidate any other portion of this Agreement nor relieve either party from their obligations and liabilities under this Agreement and the remainder of the Agreement shall continue in full force and effect. In the event any provision of this Agreement is ruled illegal, the parties agree to promptly meet in order to agree upon a proper and legal substitute.

## Article XXVII – COMPLAINT PROCEDURE FOR ALLEGED SEXUAL HARASSMENT AND OTHER DISCRIMINATORY CONDUCT

There shall be a Sexual Harassment Policy, as described below. The Employer shall offer Sexual Harassment Training at reasonable intervals.

TMC is committed to providing a work environment that is free of all forms of discrimination, harassment and retaliation and in which all individuals are treated with respect and dignity. In keeping with this commitment, TMC strictly prohibits all forms of discrimination and harassment on the basis of actual or perceived sex, gender, sexual orientation, gender identity, partnership status, marital status, familial status, pregnancy status, race, color, national origin, ancestry, religion, age, alienage or citizen status, veteran status, military status, disability, genetic predisposition, genetic information, domestic violence victim



status, sex offense or talking victim status and any other characteristics or categories protected by applicable law.

#### A. Sexual Harassment

For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal, visual or physical conduct of a sexual nature and/or based on one's gender when:

(i) submission to such conduct is made either an explicit or implicit term or condition of the individual's employment; (ii) submission to or rejection of such conduct by an individual is used as a basis for an employment decision affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and sexual harassment (as well as sex discrimination) may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include but are not limited to:

- coerced sexual acts;
- unwelcome sexual advances;
- requests for sexual favors in exchange for favorable performance reviews, assignments, promotions, raises or other favorable treatment;
- being threatened with (or actually being subjected to) adverse employment action (e.g., discharge, demotion, pay reduction, etc.) for refusing to perform a sexual favor;
- sexual jokes and innuendo;
- verbal abuse of a sexual nature and/or based on one's gender;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- inappropriate touching;
- insulting or obscene comments or gestures;
- leering or staring at an individual's body parts;

- viewing, display or circulation in the workplace of pornographic or sexually suggestive objects, images, pictures, printed materials or other graphic or visual materials in whatever form including those in electronic form;
- negative or disparaging remarks about a particular gender even if the content of such remarks is not sexual in nature; and
- other physical, verbal or visual conduct of a sexual and/or gender-based nature.

#### B. Harassment on the Basis of Other Protected Characteristics

Other forms of harassment are also strictly prohibited. Under this policy, such harassment is verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her/their race, color, creed, religion national origin, ancestry, age disability, genetic predisposition, genetic information, sexual orientation, gender identity, partnership status, pregnancy status, marital status, familial status, veteran status, alienage or citizenship status, domestic violence victim status, sex offense or stalking victim status, and any other characteristics or categories protected by applicable law or that of his/her/their relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities. Such harassing conduct may include, but is not limited to:

- epithets, slurs or negative stereotyping that relate to race, religion, age, national origin or any of the other categories protected by law;
- threatening, intimidating or hostile acts that relate to race, religion, age, national origin or any of the other categories protected by law;
- denigrating "jokes" that relate to race, religion, age, national origin or any of the other categories protected by law; and
- viewing, display or circulation in the workplace of objects, images, pictures, printed materials or other graphic or visual materials in whatever form including those in electronic form that denigrate or show hostility or aversion toward an individual or group based upon any of the categories protected by law.

### C. Individuals and Conduct Covered

This policy applies to all applicants, employees, supervisors, managers, members, officers, directors and owners and prohibits harassment, discrimination and retaliation whether engaged in by coworkers, supervisors, managers, members, officers, directors, owners, or individuals not directly connected to Type Media Center (e.g., outside vendors, suppliers, consultants, independent contractors, visitors, etc.). Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during Type Media Center business trips, business meetings, and business-related social events.

Similarly unacceptable under this policy is participation in work-related activities whether in or outside of the work place that are inconsistent with a professional atmosphere that promotes equal employment opportunity or that are exclusionary with respect to any individual's race, color, creed, religion, sex, national origin, sexual orientation, age, disability, marital status or any other characteristic protected by law. This includes, for example, patronizing, in connection with work-related activities, adult entertainment establishments or facilities that exclude use by any individual on the basis of his/her/their protected status.

### D. Retaliation

Type Media Center strictly prohibits retaliation against any individual who: makes a complaint of discrimination, harassment or retaliation; participates in the investigation of such a complaint; or engages in any other such protected activity. In other words, Type Media Center will not tolerate the adverse treatment of Employees or applicants because they report discrimination, harassment or retaliation or because they provide information related to such reports or complaints. This prohibition against retaliation may include but is not limited to, remarks or threats of punishment or revenge, actual punishment or revenge, verbal or physical abuse, reassignment to a less desirable position or shift, pay decrease, denial of promotion or discharge.

### E. Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment or discrimination (or other forms of harassment or discrimination covered by this policy), observe what may be sexually harassing behavior or sex discrimination (or other harassing or discriminatory behavior), or

for any reason suspect that harassment or discrimination is occurring, **must** report such suspected harassment or discrimination to their manager, the Executive Director and/or any member of the Executive Committee of the Board of Directors.

In addition to being subject to discipline if they engaged in sexually harassing or discriminatory conduct (or other harassing or discriminatory conduct covered by this policy) themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or discrimination (or other forms of harassment or discrimination) or otherwise knowingly allowing such harassment or discrimination to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

#### F. Complaint Procedure

Individuals who believe that they have been subjected to discrimination, harassment or retaliation in violation of this policy and/or the Equal Employment Opportunity Policy or who have witnessed or otherwise been made aware of any of the same, **must** promptly report the matter. Such individuals may report the matter to their supervisor, the Executive Director and/or any member of the Executive Committee of the Board of Directors. Employees may use the complaint form annexed to this Agreement to report sexual harassment (and other forms of harassment, discrimination or retaliation). Individuals may also make complaints and/or seek relief in other available forums, as explained below in the section on Legal Protections.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to discrimination, harassment or retaliation in violation of this policy and/or the Equal Employment Opportunity Policy from promptly advising the offender that her/his behavior is unwelcome and offensive and requesting that it be discontinued.

**If you experience conduct that you believe is in violation of this policy and/or the Equal Employment Opportunity Policy, failing to take advantage of this complaint procedure could affect your right to pursue legal action.**

## G. Investigation of Complaints

All reports or complaints of discrimination, harassment or retaliation in violation of this policy and/or the Equal Employment Opportunity Policy will be investigated in a prompt, thorough and impartial manner. While Type Media Center is sensitive to the issue of confidentiality, Type Media Center cannot guarantee complete confidentiality regarding such reports or complaints because, among other things, an effective investigation often cannot be conducted without revealing certain information to, for example, the alleged offender and potential witnesses. Nonetheless, Type Media Center will protect the confidentiality of such reports or complaints to the extent practicable. Individuals are expected to cooperate fully with the investigative process. Additionally, any individual making such a report or complaint and any individual cooperating with or otherwise participating in the investigation of such a report or complaint may do so without fear of reprisal or retaliation.

While the process may vary from case to case, investigations will be conducted in a manner that ensures due process for all parties, and will generally consist of some or all of the following steps:

- Upon receipt of a complaint, Type Media Center will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the subject of the complaint to refrain from communications with the complainant or placing the subject of the complaint on paid leave pending the outcome of the investigation), as appropriate.
- If documents, emails, phone records or other evidence are relevant to the investigation, take steps to obtain and preserve them.
- Request and review relevant documents, including electronic communications, and other evidence.
- Interview parties involved, including relevant witnesses.
- Create written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - The complaint (or a summary thereof);
  - A list or description of documents and other materials reviewed;

- A list of names of those interviewed, along with a summary of their statements;
- A timeline of events; and
- The findings of the investigation (or a summary thereof).
- Keep the written documentation and associated documents (and other physical evidence) in a secure and confidential location.
- Promptly notify the complainant and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified.
- Inform the complainant of the right to file a complaint or charge externally as outlined in the next section.

Anyone found to have engaged in discrimination, harassment or retaliation in violation of this policy and/or Type Media Center's Equal Employment Opportunity Policy will be subject to disciplinary action up to and including dismissal. (Even where a violation is not found, it may be appropriate to counsel or require training for individuals regarding their behavior.) Type Media Center will undertake other immediate and appropriate corrective action as necessary to stop the offending behavior, correct its effects on the victim, and ensure that the offending behavior does not recur.

#### H. Legal Protections and External Remedies<sup>1</sup>

Sexual harassment (and other forms of harassment and discrimination and retaliation) is not only prohibited by Type Media Center but is also prohibited by state, federal, and local law.

Aside from the internal process at Type Media Center, employees (and applicants) may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

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<sup>1</sup> Please note that the information provided herein is not legal advice. For legal advice on these matters, employees are encouraged to seek the advice of an experienced attorney.

- **New York State Human Rights Law (HRL)**

The New York State Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State with regard to sexual harassment and also applies to certain employers regarding other forms of harassment, discrimination and retaliation, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within three years of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment (or other harassment, discrimination or retaliation). An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to Type Media Center does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment (or other unlawful harassment, discrimination or retaliation) has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment (or other unlawful harassment, discrimination or retaliation) is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment (or discrimination or retaliation), or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be

downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

The New York State Division of Human Rights has implemented a toll-free confidential hotline to provide counsel and assistance to individuals experiencing workplace sexual harassment, 1-800-HARASS-3 (Monday – Friday, 9:00 am to 5:00 pm).

- **United States Equal Employment Opportunity Commission**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964 (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment (or discrimination or retaliation). There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that harassment, discrimination or retaliation has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if harassment, discrimination or retaliation is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging harassment, discrimination or retaliation at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

- **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment, other forms of harassment, discrimination and retaliation. For example, employees who work in New York City may file complaints of sexual harassment, other forms of harassment, discrimination or retaliation with the New York City



Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

- **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

All current and new employees, consultants and independent contractors will receive a copy of this policy and will be required to sign, date and return a form acknowledging, among other things, that they received, read, understood and will comply with this policy.

NOTE: Members of the bargaining unit also have the option of utilizing the grievance procedure set forth in Article III of this Agreement, and if the allegation is against the Executive Director, the Union member Employee may contact the Chair of the Board of Directors, or his/her/their designee.

#### Article XXVIII – NO STRIKE/NO LOCK OUT

- A. The Union agrees that during the term of this Agreement: (a) it will not strike against, picket, or boycott the Employer directly or indirectly; (b) neither the Union nor any officer or Employee thereof will directly or indirectly authorize, direct aid, encourage, abet or participate in any such strike, picketing or boycott; and (c) it will instruct its members to perform their duties and to refrain from striking against, picketing and boycotting the Employer.
- B. The Employer agrees not to lock out Employees while this Agreement is in effect.

Article XXIX – LABOR-MANAGEMENT COMMITTEE

The Employer and the Union agree to form a labor-management committee, with parties from both management and the Union which will meet regularly at an agreed upon time to discuss and resolve issues and problems of mutual concern to both parties.

Article XXX – DURATION AND SUCCESSORSHIP

This Agreement shall be binding on the Employer and the Union, their successors and assigns, effective from February 22, 2023 until April 1, 2026.

Article XXXI – ROLLOVER CLAUSE

When the contract expires without a new contract being signed, it shall be automatically renewed for another year.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this 5/10/2023 day of May 2023.

TYPE MEDIA CENTER

LOCAL 1180, COMMUNICATION WORKERS OF AMERICA, AFL-CIO

By:  BF050F8239E9483

By: 

**EXHIBIT A**

**(to Agreement Between Type Media Center  
And CWA Local 1180, AFLCIO)**

**COMPLAINT FORM FOR REPORTING  
DISCRIMINATION, HARASSMENT AND RETALIATION**

If you believe that you have been subjected to discrimination, harassment or retaliation or if you have witnessed or otherwise been made aware of such behavior, you are encouraged to complete this form and submit it to your immediate supervisor, the Executive Director and/or any member of the Executive Committee of the Board of Directors.

If you are more comfortable reporting verbally or in another manner, you may do so.

**COMPLAINANT INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:     Email         Phone         In person

**SUPERVISORY INFORMATION**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

**COMPLAINT INFORMATION**

1. Your complaint of discrimination, harassment or retaliation is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you:     Supervisor     Subordinate     Co-Worker     Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) act(s) of discrimination, harassment or retaliation occurred:

Is the behavior continuing?  Yes  No

If “no”, Date that last act of discrimination, harassment or retaliation occurred:

4. Please list the name and contact information of any witnesses or individuals who may have information relevant to your complaint:

***The following question is optional, but may help the investigation.***

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

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