

AGREEMENT

BETWEEN

STORYCORPS

AND

COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 1180, AFL-CIO

October 21, 2019 through October 20, 2022

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – UNION SECURITY	2
ARTICLE 3 – DUES CHECKOFF	2
ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE.....	3
ARTICLE 5 – MANAGEMENT RIGHTS	5
ARTICLE 6 – UNION RIGHTS	6
ARTICLE 7 – PROBATIONARY PERIOD.....	8
ARTICLE 8 – DISCIPLINE AND DISCHARGE	9
ARTICLE 9 – NO STRIKE, NO LOCKOUT	9
ARTICLE 10 – HOURS, OVERTIME	10
ARTICLE 11 – HOLIDAYS	10
ARTICLE 12 – COMPENSATION	11
ARTICLE 13 – BENEFITS	13
ARTICLE 14 – VACATION.....	16
ARTICLE 15 – SICK, PERSONAL LEAVE.....	17
ARTICLE 16 – BEREAVEMENT LEAVE.....	18
ARTICLE 17 – PARENTAL LEAVE.....	18

ARTICLE 18 – JURY DUTY 18

ARTICLE 19 – NEW HIRE PROCESS19

ARTICLE 20 – SENIORITY, LAYOFFS19

ARTICLE 21 – ATTRIBUTION20

ARTICLE 22 – LABOR-MANAGEMENT COMMITTEE20

ARTICLE 23 – NONDISCRIMINATION21

ARTICLE 24 – SAFETY21

ARTICLE 25 - SAVINGS CLAUSE21

ARTICLE 26 - COMPLETE AGREEMENT21

ARTICLE 27 - TERM OF AGREEMENT22

APPENDIX A - MINIMUM FULL-TIME ANNUAL COMPENSATION23

Agreement entered into on this 21st day of October, 2019, by and between StoryCorps (hereinafter referred to as the "Employer") and Communications Workers of America, Local 1180 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the National Labor Relations Board certified the Union on September 26, 2017, as the collective bargaining representative of a majority of the employees employed by the Employer within the unit described below (hereinafter referred to as "Employees"); and

WHEREAS, the parties, pursuant to the Union's request, have met and negotiated for the purpose of arriving at a collective bargaining agreement to memorialize the wages, hours and other terms and conditions of employment of Employer's Employees in the bargaining unit described below, and to maintain a harmonious and productive relationship that promotes the dignity and mutual respect of those subject to this Agreement, free of any unlawful interruption of the Employer's business, by providing for the fair and peaceful adjustment of any disputes that may arise between them over the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1 – RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all of the Employer's full-time and regular part-time Employees, excluding all managerial employees, confidential employees, temporary employees, including Senior Analyst, Finance and Accounting, Temporary Web Developer, Temporary Operations Associate, Temporary Producers, Mobile Facilitators, and Project Manager, StoryCorps Tools, Associate

Manager of Digital Communications, Manager of Public Support, guards, and supervisors as defined by the Act.

B. The Employer agrees not to negotiate with anyone other than the Union concerning wages, hours, and other terms and conditions of employment of those covered by this Agreement.

ARTICLE 2 – UNION SECURITY

It shall be a condition of continued employment that all Employees of the Employer covered by this Agreement and all future hires shall no later than their thirtieth day of employment, or within thirty days of the signing of this Agreement, whichever is later, either (i) join and maintain membership in the Union in good standing or (ii) tender to the Union an agency fee equal to the amount permitted by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Union. Upon request by any Employee, the Union shall provide information regarding the procedure to reduce dues or agency fees by the amounts spent by the Union on political activities.

ARTICLE 3 – DUES CHECKOFF

A. Upon an Employee's voluntary and written assignment, all dues or agency fees uniformly required of all Employees for Union membership, as prescribed in the constitution and bylaws of the Union, shall be deducted in equal amounts from each payroll check of each Employee who has completed their probationary period and who has provided the Employer with such voluntary written assignment upon receipt from the Union of written instructions as to the amount to be deducted from each payroll check.

B. The Employer shall begin making such deductions in the first full payroll period following the date of the filing of such written assignment and shall continue thereafter with

respect to every subsequent wage payment during the term of this Agreement. Such deductions shall be remitted to the Union on a monthly basis.

C. The Employer shall have no responsibility to insure that Employees sign and file proper and current check-off authorizations.

D. The Employer shall discharge any employee obligated to pay union dues or agency fees under this Agreement within thirty (30) days after receipt of written notice from the Union to the Employer and the Employee that said Employee has not paid dues or agency fees uniformly required of all bargaining unit members obligated to pay Union dues or agency fees that are due after the effective date of this Agreement if such Employee has not brought his payments current within such thirty (30) day period.

E. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any and all claims, actions, or proceedings by or on behalf of any Employee on account of the deductions made by the Employer hereunder, including, without limitation, attorneys' fees, costs, and interest. Once the deductions under this Article are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance is any dispute or controversy between the parties to this Agreement involving the interpretation or application of this Agreement that arises on or before the expiration date of this Agreement. Only the Employer and the Union can process grievances under this Agreement to arbitration.

B. In the first instance, the aggrieved may, but is not required to, attempt to resolve the dispute informally. If there is no informal resolution, the grieving party must submit the grievance in writing to the other party within twenty-five (25) days of, or within twenty-five (25) days of the time they reasonably should have become aware of, the receipt of disciplinary action or other occurrence giving rise to the grievance by giving notice of the substance of the grievance, the provisions of this Agreement alleged to have been violated, and the remedy sought. The shop steward shall be the employee representative processing any Union grievance at this stage.

C. Within fifteen (15) days of the submission of the grievance in accordance with paragraph "B", a meeting shall be arranged between the grievant, shop steward and a representative of the Employer. Within ten (10) days of said meeting, a written decision on the grievance shall be rendered by the party against whom the grievance is made.

D. Within fifteen (15) days of the written decision issued in accordance with paragraph "C", the grieving party wishing to pursue the grievance further must submit in writing to the other party its rejection of the decision and the reasons for such rejection. In such case, a meeting shall be arranged within ten (10) days between a Staff Representative of the Union and the Employer's Human Resources Director. Within ten (10) days of said meeting, a written decision on the grievance shall be rendered by the party against whom the grievance is made.

E. If the actions taken in accordance with paragraph "D" are unsuccessful in resolving the grievance, either party may submit the grievance to arbitration before the American Arbitration Association in accordance with its Labor Arbitration Rules within twenty (20) days of the decision rendered in accordance with paragraph "D".

F. In the pre-arbitration stages of the grievance procedure, both the Employer and the Union shall have an obligation to provide one another with information, including documents, that are relevant and necessary to facilitating resolution of the grievance.

G. All time limits shall be strictly adhered to. Failure to proceed in strict accordance with all time limits shall be deemed either a waiver or acceptance of the grievance, and it shall not be subject to further appeal. Time limits can only be extended by mutual written agreement of the parties.

H. The arbitrator shall have no power to add to or subtract from, or change, modify, or amend, any of the terms or provisions of this Agreement. In addition, the arbitrator shall have no power to render an award with a remedy that predates the submission to arbitration by more than forty-five (45) days.

I. Grievances shall be processed at a mutually agreeable time during working hours if possible without causing an unreasonable disruption to the Employer's operations.

J. The fees and expenses of the arbitrator will be shared equally by the parties. All other fees and expenses shall be borne by the party that incurs them.

K. Any arbitration award rendered in full compliance with this Article shall be final and binding on the parties.

ARTICLE 5 – MANAGEMENT RIGHTS

A. The Employer reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically modified by express provision of this Agreement. Nothing in this Agreement shall be construed to limit the Employer in any way in the exercise of the regular and customary functions of management and the operation of its business, except to the extent specifically limited by express provision of this Agreement. Such management rights

include, but are not limited to, the right to plan, determine, direct and control the nature and extent of its operation; the number, size and location of its facilities; the products and services to be offered, and the methods or equipment to be employed in offering such products and services; the quality, quantity, and standards of work performed; the number of employees; hours of work; the introduction of any new programs, methods or facilities; to direct and control its working force; to create or abolish jobs; to hire, promote, and determine the size of the working force, the location of the work, the jobs to be performed; to assign, classify, transfer, promote, demote, evaluate and discipline and discharge Employees; to determine and change job content and job classifications; to determine the number of Employees it deems essential to fill the various jobs and assignments required; to transfer or subcontract work or discontinue or relocate all or any portion of the operations now or hereafter carried on at the locations covered by this Agreement; to make or amend work rules and regulations; and to make or amend or modify the terms and conditions of employment of its Employees, except to the extent specifically limited by express provision of this Agreement.

B. The Employer's failure to exercise any management right shall not be deemed a waiver of that right.

C. The Employer's exercise of any management right in a particular way shall not preclude it from exercising that management right in a different way at any time as determined in its sole discretion.

ARTICLE 6 – UNION RIGHTS

A. The Employer shall maintain a bulletin board at its headquarters location for use by the Union to post official Union notices. All materials that are placed on the Union bulletin board

must be signed by a Union official (which may include the shop steward) and shall not be unlawful or inflammatory.

B. The Union shall notify the Employer of the identity of all Union representatives who shall be administering this Agreement. Said representatives of the Union, shall, in performance of their duties, be permitted to enter the Employer's premises upon advance notice to the Employer for the purpose of resolving or avoiding grievances and shall perform duties on the premises in such a manner as not to interfere unreasonably with the production of the Employees or the Employer or the operation of the business.

C. The Employer shall have no obligation to recognize a shop steward that has not been identified to the Employer in writing by the Union. There shall be no more than three shop stewards recognized by the Employer and these Employees shall be the Union's agents in the Employer's workplace. The activities of the shop steward shall not interfere with the performance of their work or the work of other Employees, except as provided in Article 6.B..

D. The Employer shall provide the shop steward with the name, job title, rate of pay, email address, and mailing address of any new Employee hired to work in a position covered by this Agreement.

E. Upon written request no more than twice annually, the Employer will provide the Union with a complete list of all bargaining unit members, their job titles, rate of pay, telephone numbers, email addresses, and mailing addresses to the extent it has such information.

F. No less than once a year, upon request the Employer shall make available electronically to the Union its organization chart.

G. Upon written request to the Director of Human Resources no more than once annually with reasonable advance notice, Employees shall be permitted to view the contents of

their personnel file from the date of hire forward. Such review shall take place at a mutually agreed upon time during normal business hours in the Employer's human resources office or, in the case of Employees not based in New York, documents shall be provided electronically.

H. The Employer shall meet and confer with the Union concerning newly created job titles after providing a copy of the job description for such new position in order to discuss their placement within or outside the unit covered by this Agreement.

I. Upon written request, the Employer will meet with the Union regarding any Employee's concerns with respect to newly assigned job duties to the extent those duties are not included in the Employee's job description.

J. Notice of job vacancies in positions subject to this Agreement which the Employer intends to fill shall be provided to the Union no later than they are provided to any other source.

K. The Employer shall give notice to the Union and, upon request, meet and confer concerning any new policy affecting terms and conditions of employment.

L. In the event there is a direct conflict between a specific provision of this Agreement and an Employer policy or practice, this Agreement shall control.

ARTICLE 7 – PROBATIONARY PERIOD

A. All new Employees shall serve a probationary period which shall end on the last day in which the completion of ninety (90) calendar days of employment occurs. The probationary period may only be extended at the sole discretion of the Employer upon notice to the Union, and any extension may not exceed thirty (30) calendar days.

B. During this period of probationary employment, the Employer shall be the sole and exclusive judge of the probationary Employee's qualifications for continued employment. If any Employee is terminated or otherwise disciplined during the probationary period or any extension

thereof, there shall be no right to challenge the termination or discipline under the grievance and/or arbitration procedure of this Agreement or any other provision of this Agreement.

C. If Employees are retained beyond their probationary period or any extension thereof, their seniority shall date back to their most recent date of hire and they shall be entered on the seniority list accordingly. Employees who lose seniority status and are rehired shall be considered new employees and shall be required to serve a new probationary period.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

No employee who has successfully completed their probationary period shall be disciplined or discharged except for just cause.

ARTICLE 9 – NO STRIKE, NO LOCKOUT

A. The Union agrees that during the term of this Agreement neither it nor its officers, agents or any of the Employees will authorize, cause, instigate, condone, or engage in any work stoppage, sit-down, strike, sympathy strike, unfair labor practice strike, slowdown, picketing, boycott or any other action that might interrupt or interfere with the operations of the Employer. The Employer will not engage in a lockout during the term of this Agreement.

B. Any violation of Paragraph A by any Employee or Employees shall constitute cause for immediate discipline and/or discharge, at the Employer's sole discretion, and the same need not be uniform or consistent for all Employees in the event more than one Employee is involved. The sole question of whether or not any Employee participated in such violation shall be subject to the grievance and arbitration procedures.

C. The prohibition in paragraph A shall not prohibit an Employee from refusing to cross a lawful primary picket line.

ARTICLE 10 – HOURS, OVERTIME

A. The regular workweek shall consist of five days of seven hours of work. It is understood, however that the length of the workday and workweek may vary depending on the nature of the job duties being performed.

B. The workweek is measured from Monday to Sunday for the purposes of calculating overtime. Employees shall receive overtime at the rate of one and one-half times their regular hourly rate for hours worked beyond forty hours in one workweek, unless applicable law requires otherwise.

C. Exempt Employees who work at least two and one-half (2.5) hours on a holiday or at least two and one-half (2.5) hours in excess of seven hours in a workday, shall be entitled to compensatory time off equivalent to the number of hours worked on a holiday or in excess of seven hours in a workday.

D. Nonexempt Employees shall be paid at straight time for hours worked beyond thirty-five but not more than forty in a workweek and time and one-half for all hours worked beyond forty (40) in a workweek.

E. Employees are expected to perform their work at locations assigned by the Employer. Employees working on complex or sensitive matters requiring uninterrupted or private time may request permission from their supervisor to work from home on such matters. Such request must be made at least one working day in advance, and the approval of such requests shall be in the sole discretion of the Employee's supervisor.

ARTICLE 11 – HOLIDAYS

A. Employees shall be paid for the following holidays if they fall on their regularly scheduled day of work: New Year's Day, MLK Day, President's Day, Studs Terkel's Birthday,

Three Summer Fridays selected by the Employer, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day.

B. Nonexempt Employees required to work on holidays shall receive not less than double their regular rate of pay for hours worked on the above-listed holidays, except for Studs Terkel's Birthday, Day After Thanksgiving, and Three Summer Fridays. If a nonexempt Employee works on a Summer Friday or a non-Federal holiday (e.g., Studs Terkel's Birthday or the Day after Thanksgiving) they may take another paid day off in exchange upon consultation with the Employer.

C. There shall be no pyramiding of overtime.

D. If, in any given year, the Employer grants any additional paid holidays to non-bargaining-unit employees, it will provide such holiday to those employees covered by this Agreement on a non-precedential basis.

ARTICLE 12 – COMPENSATION

A. Payroll. Employees are paid 26 times a year, or every other Friday. All Employees have the option to be paid via direct deposit to the Employee's bank account.

B. Pay Increases.

1. Overtime exempt Employees shall receive an annual increase in annual gross salary of three (3%) percent and non-exempt Employees shall receive an annual increase in their gross hourly rate of pay of three (3%) percent, effective upon the signing of this Agreement, but in no event shall any full-time, New York City based full-time Employee's base compensation be less than forty thousand (\$40,000) dollars per year. The minimum rate for Chicago-based Employees shall be ten (10%) percent less than the New York minimum. In addition, for those Employees

who would have qualified for an increase in their gross hourly rate of pay in 2018 and/or 2019 in accordance with the Employer's policy at the time, the increase set forth above will be retroactive, as applicable, to January 8 or June 25 in 2018 or January 7 or June 24 in 2019.

2. Overtime exempt Employees who have been employed at least six months shall receive an annual increase in annual gross salary of two and one-half (2.5%) percent and non-exempt Employees shall receive an annual increase in their gross hourly rate of pay of two and one-half (2.5%) percent, effective upon the first anniversary of the signing of this Agreement, but in no event shall any full-time, New York City based Employee's annual base compensation be less than forty thousand (\$40,000) dollars per year. The minimum rate for Chicago-based Employees shall be ten (10%) percent less than the New York minimum.

3. Overtime exempt Employees who have been employed at least six months shall receive an annual increase in annual gross salary of two (2.0%) percent and non-exempt Employees shall receive an annual increase in their gross hourly rate of pay of two (2.0%) percent, effective upon the second anniversary of the signing of this Agreement, but in no event shall any full-time, New York City based full-time Employee's base compensation be less than forty thousand (\$40,000) dollars per year. The minimum rate for Chicago based Employees shall be ten (10%) percent less than the New York minimum.

4. The minimum hiring rate for full-time bargaining unit positions shall be as set forth in Appendix A. The Employer shall have the right to suspend minimum hiring rates in any year in which revenues decrease by more than twenty-five (25%) percent of the Employer's total budget.

C. Mobile Telephones. Employees who must use their mobile telephones for work required by the Employer shall be reimbursed upon submission of documentation satisfactory to

the Employer for telephone usage and/or data plans for up to a maximum of thirty-five (\$35) dollars per month.

D. Travel Per Diem. An Employee conducting business travel requiring an overnight stay in a location other than the Employee's residence and who either leave on such travel before 2:00 p.m. or return from such travel after 2:00 p.m. shall receive a per diem allowance of forty-five (\$45.00) dollars. Effective on the first and second anniversaries of the signing of this Agreement, the per diem allowance will be increased, respectively, to forty-seven (\$47.00) dollars and fifty (\$50.00) dollars. Employees who either leave after 2:00 p.m. or return before 2:00 p.m. shall be paid one-half the amounts set forth in the preceding sentences.

ARTICLE 13 – BENEFITS

A. Healthcare. 1. The Employer shall contribute into the UFW Insurance Fund to provide health insurance benefits under the PPO 12 Plan for all Employees beginning on the first day of the month following completion of sixty (60) consecutive days of employment, provided the Employee works at least twenty-five (25) hours per week. Coverage for National Facilitators shall begin on their first day of employment.

2. The Employer will contribute to the cost of health insurance in accordance with the following chart:

Plan ID/Type	UFW Monthly Premium	Star/Corps Monthly Contribution Amount	Star/Corps Contribution %	Employee Monthly Contribution Amount	Employee Contribution %
Employee	\$823.00	\$760.12	92%	\$62.88	8%
EE + Spouse	\$1,877.00	\$1,479.87	79%	\$397.13	21%
EE + Children	\$1,362.00	\$1,140.19	84%	\$221.81	16%
EE + Family	\$2,417.00	\$1,911.48	79%	\$505.52	21%

These costs shall not be increased more than once annually. If any annual increase is three (3%) or less, the Employer will continue to contribute at the percentage set forth above. Any annual increase beyond three (3%) percent shall be shared equally by the Employer and Employee, and the change this adjustment causes in the Employer/Employee percentage cost allocations shall be the new cost allocation percentages going forward.

B. **Vision.** Employees will have the option of enrolling, consistent with benefit plan policies, for vision benefits in accordance with the Employer's plan, with all premiums to be paid by the Employee who elects coverage.

C. **Dental.** Employees will have the option of enrolling, consistent with Employer plan requirements, for dental insurance benefits. The Employee contribution to the monthly premium cost will be as follows:

1. **Base Plan (EPO):**

Individual Coverage: Employee contribution equal to 66 percent of premium cost.

Employee + Spouse/ Employee + Child(ren)/ Family Coverage: Employee contribution equal to 66 percent of premium cost.

2. **High Plan (PPO):**

Individual Coverage: Employee contribution equal to 78 percent of premium cost.

Employee + Spouse/ Employee + Child(ren)/ Family Coverage: Employee contribution equal to 78 percent of premium cost.

D. **Retirement.** For any employee with an annual salary less than \$50,000 who is enrolled in the Employer's voluntary-contribution 403(b) plan in accordance with the requirements of the plan documents, the Employer shall contribute up to \$500 annually into the plan. For all other employees who participate in the Employer's 403(b) plan in accordance with the

requirements of the plan documents, the Employer shall match an Employee's 403(b) contribution at any level from zero up to one (1%) percent of gross pay.

E. **Employee Assistance Program.** The Employer shall make available to its Employees an Employee Assistance Program that provides up to twelve face-to-face counseling sessions per year per issue.

F. **Flexible Spending Accounts (FSA).** The Employer shall allow Employees to participate in its Health Care or Dependent Care FSA.

G. **Health Reimbursement Account (HRA).** The Employer will contribute up to two hundred (\$200) dollars per year per Employee for mental health benefits.

H. **Gym Discount.** The Employer shall make reasonable efforts to continue or maintain a relationship with a gym that allows for discounts for Employees while it is practicable for the Employer to do so.

I. **Life/ Disability Insurance.** The Employer shall make reasonable efforts to continue to provide Employees with the option of enrolling in life or disability insurance through a carrier affiliated with the Employer at the Employee's own option and cost.

J. **Pre-tax Transit Costs.** The Employer shall continue to provide Employees with the option of applying pre-tax contributions towards transit costs, as allowable under federal, state, or city law.

K. **Break Room.** The Employer will, subject to available space, maintain a break room for employee use during the work day.

L. **Professional Development.** The Employer will establish a fund for professional development based upon a contribution of two hundred (\$200) dollars per Employee per year.

Such funds shall be allocated to Employees based upon Employer-approved proposals determined in the sole discretion of the Employer.

ARTICLE 14 – VACATION

A. Full-time Employees who have worked continuously on a full-time basis for the Employer for less than one year accrue paid vacation days on a biweekly basis up to a maximum of fifteen (15) days per year. Upon entering their second year of full-time employment, Employees accrue vacation on a biweekly basis up to a maximum of twenty (20) days per year. Upon entering their tenth year of full-time employment, Employees accrue vacation on a biweekly basis up to a maximum of twenty-five (25) days per year. Employees may take days off as they are accrued with the advance approval of their direct supervisor.

B. Regular part-time employees who work twenty-five (25) hours or more per week are entitled to pro-rated time for vacation leave.

C. Employees may not take more than ten (10) consecutive business days of vacation. Exceptions to this policy will be handled on a case-by-case basis and will require approval from the Employee's Division Chief.

D. At least three weeks' notice must normally be given for use of vacation days, and approval for the requested time will be at the discretion of an Employee's supervisor. Schedules will be arranged on the basis of seniority or work coverage requirements.

E. Employees cannot carry over more than forty (40) hours of vacation time from one calendar year into the next. Employees will lose any unused vacation balances over the 40 hour carry over limit.

F. An Employee may only be paid for accrued but unused vacation time upon termination of employment if the Employee provides at least two weeks' notice of Employee's last day of work.

ARTICLE 15 – SICK, PERSONAL LEAVE

A. **Sick Leave.** Regular full-time employees will accrue paid sick days on a biweekly basis up to eleven (11) days a year. Regular part-time employees who work twenty-five (25) hours or more per week are entitled to pro-rated time for sick leave. Employees can carry over unused sick days from year to year, not to exceed a maximum of fifty (50) days. Accrued but unused sick days are not compensable. If an Employee takes sick leave for four (4) or more days at a time, the Employee must submit a doctor's note upon returning to work indicating that the Employee's absence was for health-related reasons (their own or a relative's) and that the Employee is capable of returning to work and performing all job responsibilities.

B. **Personal Leave.** Regular full-time employees will have four (4) paid personal days per year measured from their hire anniversary date. Regular part-time employees who work twenty-five (25) hours or more per week are entitled to a pro-rated number of personal days. These days should be used for absences that can be planned in advance for personal business that cannot be accomplished at times other than during regular working hours, except in cases of personal emergencies that preclude advance planning. Personal days cannot be carried over from year to year. Personal days cannot be added onto or taken in place of paid vacation time unless an Employee's Division Chief approves such action. Employees are to inform their supervisors of their intention to use personal days as early as practicable.

ARTICLE 16 – BEREAVEMENT LEAVE

Employees may take up to five (5) days of bereavement leave for a death in the Employee's immediate family (parent, grandparent, sibling, spouse or partner, child, mother/father in-law) or similar close relationship, provided that such leave shall be limited in total to no more than ten (10) days annually. An Employee may be granted bereavement leave in the event of the death of an extended family member at the discretion of the Employer.

ARTICLE 17 – PARENTAL LEAVE

Employees may take two weeks of paid leave upon the birth, adoption, or placement of a foster child with an Employee, in addition to such other leave as may be available under city, state, or federal law. For Employees who have been employed at least one or two years, respectively, this entitlement shall be three or four weeks.

ARTICLE 18 – JURY DUTY

Employees who are called to serve as jurors or are subpoenaed to appear before a court as a witness and will, therefore, be absent from work for their normal work shift will receive their regular pay minus any jury duty pay or witness fee received for each work day while in court for jury duty or as a witness up to a maximum of ten (10) days. Employees shall report receipt of a notice to report to jury duty or of a subpoena immediately to their supervisor and to the Human Resources department. Employer reserves the right to request that the Employee be exempted from jury duty if the Employee's services are essential. Employees are also required to provide proof of service to the Human Resources department following the completion of their jury duty or witness service.

ARTICLE 19 – NEW HIRE PROCESS

New hires will be given a copy of all Employee policies, including the employment handbook and other relevant policies, within one week of their first day of work. New hires will be given time during their first day of employment to read and complete all new hire information.

ARTICLE 20 – SENIORITY, LAYOFFS

A. Seniority is the length of an Employee's continuous regular part-time or full-time employment from the most recent date of hire by the Employer.

B. In the event of layoffs, the Employer shall notify the Union at least thirty (30) days before the layoffs are scheduled to occur. If three or more Employees are going to be laid off at the same time, the Employer will provide the Union with at least forty-five (45) days' notice. After providing such notice, the Employer agrees to meet with the Union upon written request. Employer shall have the option of providing pay for workdays in lieu of the notice set forth above.

C. Employees who are laid off shall receive severance pay equal to one week of pay for each year of service, subject to a minimum of at least two weeks' pay, and will be eligible to retain health insurance coverage for one additional month beyond when their health insurance eligibility would otherwise expire. National Facilitators who have received a retention bonus shall not be entitled to any severance or insurance continuation under this provision.

D. Employees laid off shall retain their seniority for a period of one year thereafter.

E. Any employee laid off who has retained their seniority shall be offered reemployment in the same job before anyone else may be hired for such job. The reemployment offer shall be transmitted by e-mail and by overnight mail to the employee's last known address. An Employee who is offered reemployment must accept such offer within seven days by email or

overnight mail to the Human Resources Director and return to work on the date specified in the notice of recall, after which the Employer shall be free to fill the position in its sole discretion.

F. A laid-off employee may apply to any other open positions of the Employer at the time of layoff, and the Employer will grant such an individual a first-round interview for any position for which the employee is qualified. In the event that a laid-off employee is hired into another position, the employee's recall rights in paragraph E shall be extinguished.

G. When more than one employee in the same classification has been laid off for economic reasons, recall shall be in reverse order of layoff.

ARTICLE 21 – ATTRIBUTION

A. Stories that are shared on the Employer website shall include a credit for the facilitator(s) and producer(s) who contributed to the story's production.

B. The Employer will provide any third-party media providers who publish the Employer's stories with the names of contributing facilitators and producers and, as practicable, suggest that such third-parties include credits naming such individuals when the story is published.

ARTICLE 22 – LABOR-MANAGEMENT COMMITTEE

A. There shall be a Labor-Management Committee composed of three management personnel selected by the Employer and three employees who are members of the unit covered by this Agreement.

B. Meetings shall be held at mutually agreeable times not more than once quarterly and shall be initiated by either the Union or the Employer by written request with a specific agenda set forth as to the proposed issues for discussion.

ARTICLE 23 – NONDISCRIMINATION

The Employer and the Union shall not discriminate against any Employee on the basis of age, race, creed, color, national origin, gender, disability, marital status, partnership status, caregiver status, sexual orientation, uniformed service, alienage, citizenship status, or union membership. Disputes concerning this provision shall be subject only to the pre-arbitration stages of the grievance procedure, the intention of the parties being that any unresolved dispute processed through all pre-arbitration stages of the grievance procedure shall, at that point, be raised at the appropriate governmental agency in order to avoid duplicate litigation of the dispute.

ARTICLE 24 – SAFETY

A. The Employer will consider timely Employee input concerning recording schedules before making the schedules final.

B. The Employer will provide training and guidance concerning the termination of interviews when Employee safety is seriously at risk.

ARTICLE 25 - SAVINGS CLAUSE

In the event that any provision of this Agreement is declared in whole or in part by any court or government agency of competent jurisdiction to be illegal, void and/or invalid, all of the other provisions of this Agreement shall remain in full force and effect and continue to be binding upon the parties to the same extent as if that part declared illegal, void and/or invalid, had never been incorporated in this Agreement.

ARTICLE 26 - COMPLETE AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless such subject or matter could not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, between the parties and their predecessors and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement shall go into full force and effect on October 21, 2019, and terminate on October 20, 2022.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, and have hereunto set their hands and seals in agreement on the day and the year first above written.

StoryCorps

Communications Workers of America,
Local 1180, AFL-CIO

By: Robin Sparkman
Robin Sparkman, CEO

By: Lena Solow
Lena Solow, Staff Representative

22 Robin Blair-Batte
Robin Blair-Batte,
Secretary Treasurer CWA
1180

Appendix A

Minimum Full-time Annual Compensation

Tier 1: Annual Minimum Compensation \$36,000

Community Engagement Associate/ Facilitator, Chicago Story Booth
Bilingual Community Engagement Associate/ Facilitator, Chicago Story Booth

Tier 2: Annual Minimum Compensation \$40,000

National Facilitator
Bilingual National Facilitator
Program Specialist, Community Training
Associate, Custom Services
Bookkeeper

Tier 3: Minimum Annual Compensation \$45,000

Production Assistant
Archivist
Development Coordinator

Tier 4: Minimum Annual Compensation \$55,000

Producer
Podcast Producer
Technical Director
Graphic Designer