

AGREEMENT BY AND BETWEEN
THE CENTURY FOUNDATION
and
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180
Effective
July 1, 2021 through June 30, 2025

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ARTICLE I - PARTIES TO THE AGREEMENT

The Agreement is made and entered into this 1st day of September 2021 by and between THE CENTURY FOUNDATION (hereinafter called the “Employer”), and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1180 (hereinafter called the “Union”), in order to establish and maintain wages, hours and working conditions for the work covered by this Agreement, to insure the peaceable adjustment and settlement of grievances, to provide fair wages and terms and conditions of employment, and to align with the Employer’s mission.

ARTICLE II - UNION RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for full-time and regular part-time employees in the following job classifications (hereinafter called “employees”): US-based policy, editorial, and communications associates, graphic design and events associate, digital media and press associate, and any other marketing or communication associate level position.

2. Excluded from the foregoing bargaining unit shall be: supervisors, managerial and confidential employees, fellows, senior fellows, nonresident fellows, temporary staff, interns, and all other employees.

3. “Regular part-time” employees shall be those who are regularly employed for no fewer than twenty (20) hours per week.

4. In the event of a disagreement over whether a newly created classification should be covered by this Agreement, either party may submit the matter to the Labor Management Committee for consideration.

ARTICLE III - UNION MEMBERSHIP

1. All employees covered by this Agreement shall become or remain members of the Union (or, at the option of the employee, shall pay the Union an

agency fee) as a condition of continued employment, within thirty (30) days following commencement of employment or thirty (30) days following the effective date of this Agreement, whichever is later.

2. The Employer shall deduct from each paycheck of each covered employee who authorizes such deduction in writing the applicable amount of union dues as determined by the Union. The Union shall furnish to the Employer the required check-off form signed by the employee to authorize such deductions. The Employer shall forward such monies to the Union monthly, within two (2) weeks after the end of the month for which such monies have been deducted. At least once per year, the Union shall notify all covered employees, in writing, of the Union's policy regarding dues rebates for employees who elect to pay an agency fee in lieu of becoming members of the Union.

3. The Union shall indemnify and hold the Employer harmless as to any claims or liability arising out of the operation of this Article.

ARTICLE IV - MANAGEMENT RIGHTS

Subject only to specific limitations contained in this Agreement to the contrary, the Employer shall have full control of management, personnel, and conduct of its operations, including but not limited to the right to make any and all decisions relating to its programs, budgets, and staffing; to determine and/or modify the strategic direction of the organization; to assign, hire, promote, demote, transfer, suspend, lay-off and discharge employees for just cause, for lack of work, lack of funding, change in programmatic priorities, or for other legitimate reasons; to adopt and/or maintain programs or processes to evaluate the performance and/or conduct of employees and to utilize such evaluations for purposes of determining compensation, advancement, or discipline; to assign to volunteers, interns, students, contractors, or consultants work covered by this Agreement (provided that the Employer shall not do so for the purpose of laying off bargaining unit employees); to pay wages and/or wage increases in excess of the minimums set forth herein; to establish and enforce reasonable work rules

and policies; and to exercise any of the rights, powers and authority that the Employer possessed prior to the execution of this Agreement.

ARTICLE V - UNION RIGHTS

1. The Employer shall provide bulletin board space in the NY and DC offices for the posting of Union notices.

2. A representative of the Union shall be permitted to visit the Employer's premises, upon advance notice to the Employer, for purposes of administering this Agreement and consulting with employees on non-working time, provided that such visit does not interfere with the operations of the employer or the employees' performance of their job responsibilities.

3. At least one (1) time per year, the Employer shall provide the Union a complete list of members of the bargaining unit, including title, rate of pay, telephone number, email address and mailing address. Upon hiring a new bargaining unit employee, the Employer shall provide to the Union such information relating to the new employee.

4. The Union may designate two (2) shop stewards. Shop stewards shall carry out Union business in a manner that does not interfere with the performance of their job responsibilities.

5. The Employer shall release designated unit members from work for up to twenty-four (24) hours per year for the purposes of conducting Union business or attending Union training, upon two (2) weeks advance written notice from the Union. In such cases, the union will reimburse the employer for the wages of said unit members.

ARTICLE VI - HIRING AND PROBATIONARY PERIOD

1. Newly hired employees shall serve a probationary period of three (3) months. The probationary period of any employee may be extended by the Employer, upon written notice to the Union, for up to an additional two months.

At any time during the probationary period or any extension thereof, the Employer may discipline or discharge the probationary employee without regard to the provisions of Article XXIII, Discharge and Discipline, and any such discipline or discharge shall not be subject to the grievance and arbitration provisions contained in Article XXVI, Grievance Procedure, and Article XXVII, Arbitration.

2. Probationary employees shall be afforded all other benefits set forth in this Agreement subject to generally applicable terms and provisions of the applicable plans and policies.

ARTICLE VII - PERFORMANCE REVIEWS

1. The Employer will provide an annual performance review for each employee within four (4) weeks of the end of the Employer's fiscal year.

2. Employees shall be permitted to view the contents of their personnel file online.

3. Newly-hired employees shall meet with their supervisor to develop a plan that includes the frequency of supervisor - employee check-in meetings, the employee's work schedule, and employee's support requirements.

ARTICLE VIII - JOB DESCRIPTIONS

1. Job descriptions for each covered job classification shall be included in the job posting for the position. A copy of the posted job description shall be placed in the employee's personnel file.

2. Job descriptions shall continue to be reviewed and revised, as necessary, as part of the annual performance review process.

3. In the event that the Employer chooses to reassign or significantly alter an employee's assigned duties, the employee may request a meeting with the Employer and the Union to confer over the impact of the new duties. This meeting shall take place within four (4) weeks of the employee's request. This

may include a request for a title change or salary adjustment, which the Employer shall consider in good faith, provided that the Employer's decision shall not be subject to Article XXVI, Grievance Procedure, or Article XXVII, Arbitration. The Employer's decision and the rationale for the decision shall be submitted to the employee in writing after the meeting.

4. For any vacant positions covered by this agreement, the Employer shall provide five (5) days' notice to the unit members prior to posting the position publicly.

ARTICLE IX - EMPLOYER POLICIES

1. To the extent that there is a conflict between Employer policy and this Agreement, the agreement shall prevail.

2. New hires in covered positions will be given a copy of all Employee policies including the Employee Handbook, this Agreement, and benefits information.

3. During the term of this agreement, the Employer shall notify the Union before implementing any material new rules, policies, and/or procedures, and/or making material changes to existing work rules, policies, and/or procedures.

ARTICLE X - HR COMPANY

The employer shall advise any outside company providing benefits and other Human Resources services of the existence and requirements of this Agreement where applicable.

ARTICLE XI - INTERN PROGRAM

Issues relating to the impact on bargaining unit employees, if any, of changes made by the Employer to the internship program, will be discussed with the affected policy team(s).

ARTICLE XII - WAGES

1. The minimum annual salary for newly hired employees and who are covered by this Agreement shall be \$58,500.00, which shall be increased by the same rate as agreed to by the parties, in paragraph 3 below. Newly hired employees who possess a graduate degree deemed by the Employer to be relevant to performance of the job responsibilities shall be assigned the “Senior” title and be paid a salary no less than three and one-half (3.5%) percent more than the foregoing minimum.

2. Upon one (1) year of satisfactory job performance, or alternatively upon completion of a graduate degree during the first year of employment with the Employer that is deemed by the Employer to be relevant to the job responsibilities, employees shall be assigned the “Senior” title (if not previously assigned pursuant to paragraph 1) and shall receive a one-time career progression wage increase of three and one-half (3.5%) percent.

3. Employees shall be entitled to: (a) a salary increase of two and one-half (2.5%) percent upon ratification of this Agreement, retroactive to July 1, 2021, provided the employee is employed on the Ratification Date and was employed on July 1, 2021; and (b) a salary increase of no less than two and one-half (2.5%) percent effective as of July 1, 2022 and effective as of July 1, 2023, and effective July 1, 2024. (in addition to any career progression increase pursuant to paragraph 2); and (c) an across-the-board cost-of-living increase or bonus, if any, on the same basis as other employees of the Employer not covered by this Agreement (only to the extent that such increase is greater than the amount provided to the employee as applicable in (a) or (b)).

4. Employees shall receive an annual payment of six hundred fifty dollars (\$650.00), to be paid upon ratification of this agreement to those employees who are employed on the Ratification Date and were employed as of July 1, 2021; the annual payment shall be increased by the same percentage as agreed to in paragraph 3 above, for each of the bonuses granted on July 1, 2022, July 1, 2023, and July 1, 2024. The Employer, in its discretion may also award annual merit increases and other pay equity adjustments, and the reason for any merit increase shall be clearly communicated to the employee.

ARTICLE XIII - HOURS AND WORK WEEK

1. The regular work week for full-time non-exempt employees shall consist of forty (40) hours per week and each workday shall consist of eight (8) hours plus an unpaid thirty (30) minute meal period. Consistent with the terms of the Fair Labor Standards Act, hours worked by non-exempt employees in excess of forty (40) hours in a work week with the prior approval of the employee's supervisor and Chief Operating Officer shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

2. The Employer will consider occasional employee requests: (a) to work remotely if pre-approved by the supervisor and pre-scheduled (with a minimum of one (1) remote work day per month); and (b) with the approval of the supervisor, for flexibility in work hours following a day on which the employee is required to work late by reason of an Employer event or travel.

3. With the approval of the supervisor, employees shall have the opportunity to adjust their regular daily start time to a time between 9:00 a.m. and 10:00 a.m.

3. Pay stubs shall be distributed in the same manner and subject to the same schedule as for employees of the Employer generally.

ARTICLE XIV - WELFARE AND PENSION BENEFITS

1. Employees shall be eligible for coverage under the Employer's Medical, Dental, Vision and Retirement (403b) Benefit Plans in the same manner and subject to the same conditions as such plans from time to time apply to employees of the Employer generally. The Employer shall use its best efforts, subject to timely notification from plan vendors, to provide the Union with at least thirty (30) days' notice of changes to the plans.

2. The Union waives the right to bargain over changes in the terms and conditions of such Plans.

ARTICLE XV - HOLIDAYS

1. Employees shall be entitled to the following paid Holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

2. In the event a non-exempt employee is required to work on a designated holiday, the employee shall be paid for such hours at one-and-one half

(1-1/2) times the employee's regular hourly rate of pay or, at the Employer's option, shall be granted a compensatory day off on a mutually agreeable date thereafter.

3. Employees shall be allowed Summer Fridays and Christmas Eve to New Years as days off without loss of pay to the same extent, if any, and in the same manner and subject to the same conditions as apply to employees of the Employer generally.

ARTICLE XVI - VACATIONS

1. Regular full-time employees shall be entitled to paid vacation as follows:

1st and 2nd years of employment: 12 days (prorated for partial year)

3rd and 4th years of employment: 15 days

5th and additional years of employment: 20 days.

A regular full-time employee's vacation benefits shall be increased on their anniversary date and the increase shall be pro-rated for the remainder of that year. On the following January 1, the regular full-time employee shall receive the full vacation benefit based on years of employment.

2. Employees may take vacation time with the approval of their supervisor.

3. Unused vacation days may not be carried over from year to year except that, with the approval of the supervisor, unused vacation days, if any, may be carried over to the following year to be utilized prior to February 1.

ARTICLE XVII - SICK LEAVE

1. Each regular full-time, non-probationary employee shall be entitled to a minimum of seven (7) paid sick days per year (pro-rated for a partial year).

2. Unused sick days shall not be paid for upon termination or at any other time.

3. The requirements of the New York City Earned Sick Time Act are waived pursuant to N.Y. Admin. Sec. 20-916 because comparable benefits are provided in this Agreement.

ARTICLE XVIII - PERSONAL DAYS

1. Each regular full-time, non-probationary employee shall be entitled to a minimum of three (3) paid personal leave days per year (pro-rated for a partial year).

2. Unused personal leave days may not be carried over from year to year.

3. Unused personal leave days shall not be paid for upon termination or at any other time.

ARTICLE XIX - JURY DUTY

Employees required to serve on a jury shall be paid for the time served on jury duty.

ARTICLE XX - BEREAVEMENT LEAVE

1. Each regular full-time employee shall be entitled to five (5) days of paid bereavement leave.

2. Unused bereavement leave days may not be carried over from year to year.

3. Unused bereavement leave days shall not be paid for upon termination or at any other time.

ARTICLE XXI - FAMILY & MEDICAL LEAVE

1. Employees are entitled to unpaid leave of up to a maximum of twelve (12) weeks within a twelve (12) month period for purposes covered by the Family and Medical Leave Act (FMLA). Employees are entitled to request that up to fourteen (14) weeks of such leave be paid to care for their newborn, adopted, or foster-care child and up to eight (8) weeks of such leave be paid for other FMLA-covered events including:

- To care for a spouse, son, daughter or parent with a serious health condition or
- Due to illness which renders the employee unable to perform the essential functions of the position including a workers compensation injury
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on "covered active duty" or
- Twenty-six unpaid work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, or next of kin (military caregiver leave).

2. FMLA leave requests shall be made to the employee's supervisor(s) and the COO at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

3. Leave may be used consecutively or on a part-time basis, at the discretion of the supervisor and COO.

4. The Employee shall notify the Employer of return to work at least two (2) weeks in advance. If the employee fails to return to work on the agreed date and provides no further documentation showing they are unable to return to work, the employee will be considered to have resigned.

ARTICLE XXII - ADDITIONAL BENEFITS

Employees shall be entitled to additional benefits, if any (including but not limited to: TransitCheck, Life Insurance, AD&D Insurance, Tuition Reimbursement, short-term and long-term disability), in the same manner and subject to the same conditions as apply to employees of the employer generally.

ARTICLE XXIII - DISCHARGE AND DISCIPLINE

1. No employee who has completed the probationary period under Article VI, Probationary Period, may be discharged, demoted or disciplined except for just cause.
2. Just cause under this Article shall include but shall not be limited to insubordination, use or possession of a controlled substance, violation of the Employer's rules, codes or policies, false claims submitted to the Employer, and the Employer's judgment, exercised in good faith, that an employee's skill, ability, performance or attendance are unsatisfactory. The inclusion of a particular example of just cause shall not by implication be interpreted as excluding just cause of a greater or lesser severity or nature.
4. The Employer endorses the principle of progressive discipline, where applicable, for issues relating to skill, ability, performance and attendance.

ARTICLE XXIV - LAYOFF

1. The Employer may, in its sole discretion, reduce staff due to budgetary cuts, program priorities or consolidation or similar circumstances.
2. The Employer's decision to reduce the work force and any decision with respect to employees to be retained or laid off shall not be subject to Article XXVI, Grievance Procedure, or Article XXVII, Arbitration.
3. In the event of layoffs, the Employer, where feasible, shall notify the Union at least thirty (30) days before the layoffs are scheduled to occur. If more

than three (3) bargaining unit members are to be laid off the Employer, where feasible, shall provide at least sixty (60) days' notice. After providing such notice, the Employer will meet with the Union, upon request, to discuss the layoff.

4. Laid off employees shall be entitled to severance pay in an amount equal to one (1) week's pay per complete year of service, up to a maximum of eight (8) weeks' pay.

5. The separation from employment of an employee hired or extended for a specified project or duration, or pursuant to a grant, shall not be subject to the provisions of this Article and the decision to separate such an employee shall not be subject to Article XXVI, Grievance Procedure, or Article XXVII, Arbitration.

ARTICLE XXV - NO STRIKE, NO LOCKOUT

1. Neither the Union nor any employee shall cause, sanction, encourage, or take part in any strike, walkout, sickout, picketing, work stoppage, sympathy strike, slowdown or any other interference with the conduct of the Employer's operations. The Employer shall not engage in any lockout.

2. In the event any employee causes, sanctions, encourages, or takes part in any activities referred to in paragraph 1 above, the Union shall, at the request of the Employer, and within three (3) hours after the Union knew or reasonably could have known of such activities, notify the employee by telephone and email that such activities are unauthorized and in violation of this Agreement, that the employee is required immediately to cease such activities, and that the employee is subject to discipline, up to and including discharge, for engaging in such activities. Conformance by the Union with the requirements of this paragraph 2 shall not absolve the Union of any liability for breach of Section 1 above.

ARTICLE XXVI - GRIEVANCE PROCEDURE

1. A grievance shall be defined as any matter involving the interpretation or application of any provision of this Agreement, but shall not include those matters specifically excluded by this Agreement from the grievance procedure of this Article or Article XXVII, Arbitration.

2. All grievances shall be presented in writing specifying the conduct complained of, the contract provision allegedly violated, and the remedy requested. A grievance must be presented within twenty (20) working days after the action or failure to act complained of occurred, or within twenty (20) days after the employee or the Union could reasonably have known of the act or failure to act complained of. Failure to submit a grievance within such periods shall preclude any further action on the grievance.

3. Within ten (10) working days following presentation of a grievance, designated representatives of the Union and of the Employer shall discuss the grievance in an attempt in good faith to resolve the matter. Within ten (10) days after such discussion, the Employer or the Union, as the case may be, shall respond in writing to the grievance.

4. The foregoing time limits may be extended by mutual written agreement of the Employer and the Union.

5. Nothing in this Article or in Article XXVII, Arbitration, shall be construed to prevent employees and representatives of the Employer from informally discussing and otherwise attempting to resolve disputes before they become formal grievances.

ARTICLE XXVII - ARBITRATION

1. Except as otherwise provided in this Agreement, any grievance not resolved after completing the grievance procedure set forth in Article XXVI may be submitted by the Union to arbitration by forwarding written notice thereof to the Employer or by the Employer to arbitration by forwarding written notice

thereof to the Union. In the event the Union or the Employer does not so submit the grievance to arbitration within fifteen (15) working days of its receipt of the Employer's or the Union's written response to the grievance, then such grievance shall be permanently barred and all further processing of the grievance shall be precluded.

2. Grievances shall be submitted alternately to a permanent arbitration panel consisting of Roger Maher, Carol Wittenberg, and Randall Kelly.

3. The Arbitrator may decide only the particular grievance presented to him or her in a written stipulation by the Employer and the Union. The Arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the Union, any affected employee(s) and the Employer. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

4. Any arbitration case which has not been scheduled for hearing by the parties within twelve (12) months of the date of initial receipt by the Employer of the demand for arbitration will be considered to have been finally disposed of unless the Employer and the Union mutually agree in writing to extend the time period.

ARTICLE XXVIII - NON-DISCRIMINATION

1. Neither the Employer nor the Union shall discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment on any basis prohibited by Employer policy it exists as of the date of this Agreement or applicable law in any Employer location, whichever is broader.

2. The Employer will continue to recognize the importance of pay equity.

3. To the extent any personnel forms maintained by the employer provide insufficient space to write in gender and/or race identity, the employee may submit an attachment to the form containing such information.

ARTICLE XXIX - LABOR-MANAGEMENT COOPERATION

1. The Employer and the Union shall establish a Labor Management Committee, with equal representation of two (2) members appointed by the Union and two (2) members appointed by the Employer.

2. The Labor Management Committee shall meet to maintain communication between the parties and to address workplace issues at least one (1) time per year unless agreed to by both parties.

3. To the extent meetings of the Labor Management Committee are held during working hours, employees may attend without loss of pay.

4. The Employer and the Union shall make a good faith effort to implement recommendations of the Labor Management Committee.

ARTICLE XXX - COMPLETE AGREEMENT

1. During negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, for the term of this Agreement, the parties waive the right to bargain over any matter not covered by the terms of this Agreement.

2. The Employer shall not be obligated to continue any benefit or employee practice which it has given or engaged in prior to the execution of this Agreement unless specifically set forth in this Agreement.

ARTICLE XXXI - SEVERABILITY

If any clause or part of this Agreement is found to be unconstitutional or illegal, or should any clause or part of this Agreement be found to be contrary to present or future laws, it shall not invalidate the other portions of this Agreement, which shall remain in full force and effect.

ARTICLE XXXII - SUCCESSORSHIP AND DURATION

This Agreement shall be binding on the Employer and the Union, their successors and assigns. This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2025.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this _____ day of _____, 2021.
9/20/2021

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180, AFL-CIO

THE CENTURY FOUNDATION

By: 

By: 
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Gloria Middleton,
President, CWA Local 1180

SIDELETTER AGREEMENT

Mr. John O'Malley
Local 1180, Communications Workers of America
6 Harrison Street
New York, New York 10013

Re: The Century Foundation

Dear Mr. O'Malley:

This is to confirm, on behalf of The Century Foundation (the "Foundation"), that: (1) the Foundation recognizes the importance of continuing to engage in outreach to traditionally underrepresented communities in its decisions relating to recruitment, hiring and promotion; and (2) the Foundation will continue its efforts to maintain pay equity.

Very truly yours,

DocuSigned by:

Lisa Sahulka

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Lisa Sahulka

Chief Operating Officer
9/20/2021