

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
DEMOCRACY NOW! PRODUCTIONS INC. &  
COMMUNICATIONS WORKERS OF AMERICA LOCAL 1180**

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**July 1, 2008 – September 30, 2011**

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## **ARTICLE I – RECOGNITION**

- A. Democracy Now! (herein “DN!”) hereby recognizes Communications Workers of America, on behalf of its Local 1180 (herein the “Union”) as the exclusive and sole bargaining representative for all full and part time employees in the following positions: all outreach organizers, web store manager, systems administrators, web store assistants, administrative associates, archivists, and graphic designers excluding all other employees including confidential employees, managerial employees, producers, senior producers, engineers, camera operators, senior engineers, hosts, senior hosts, reporters and senior reporters/correspondents, and guards and supervisors as defined in the Act.
- B. In the event DN! hires a web store manager whom it believes has supervisory authority as defined in Section 2(11) of the National Labor Relations Act, it will notify the Union and discuss whether the person should be covered by the CBA. In the event that parties are unable to agree on the unit placement of the employee, the procedures of Article III shall apply. The arbitrator shall decide if, in fact, the individual possesses the requisite supervisory authority. If the individual possesses the requisite supervisory authority, the individual shall be excluded from coverage of the CBA. If the individual does not possess the requisite supervisory authority, the individual shall be covered by the CBA.
- C. Democracy Now! agrees not to negotiate concerning wages, hours and other terms and conditions of employment of personnel defined in Paragraph A above, with any other organization other than the Union for the duration of this Agreement.
- D. Democracy Now! agrees to negotiate with the Union over the creation of new titles and their placement in the bargaining unit as required by law. DN! further agrees to notify the Union upon commencing a search to fill new non-supervisory, non-managerial or non-confidential administrative or clerical job titles. The terms supervisory, managerial and confidential shall have the same definitions as applied by the National Labor Relations Board.

## **ARTICLE II – MEMBERSHIP AND PAYMENT OF DUES**

- A. DN! 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 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 DN! in connection with any grievances, charges, complaints, claims or lawsuits which may arise in connection with action taken by the DN! 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 DN! by the Union and may be amended at any time. Notification of such amendment must be made to DN! thirty 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 signing of authorization cards on a form approved by the Union.
2. The Union shall indemnify DN! 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 Democracy Now! and the Union, of his/her 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 DN! under the terms of this Agreement; to have present a process for handling and disposing of differences equitably within the shortest period of time and at the lowest available level. DN! may only discipline employees for just cause. DN! 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 DN! 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. Democracy Now! 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 National Labor Relations Act.

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

A. Step I

An employee or the Union shall bring the grievance to the General Manager (herein "GM") 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 terms and conditions of this Agreement and shall be conveyed to the grievant within 10 days of submission of a grievance. The GM may extend the period of response with the consent of the Union, which shall not be unreasonably denied.

B. Step II

If the grievance is not resolved, it shall be reduced to writing and submitted to the General Manager within 14 days of the proposed Step I resolution. The General Manager shall provide a written response within 14 days of submission of a grievance. The GM may extend the period of response with the consent of the Union, which shall not be unreasonably denied.

C. Step III

If the dispute is not resolved at Step II, the Union may appeal the decision within 14 days to the Executive Producer (herein "EP"). The EP or her/his designated representative shall meet with the grievant and his/her representatives within 14 days of receipt of the Step III appeal. The EP shall render her/his written decision within 14 days after the conclusion of the hearing. The EP may extend the period of response for up to an additional 14 days if in her/his judgment there is a legitimate need for the additional time. The discretion to extend the time to respond shall not be routinely exercised.

F. If either the Union or DN! 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 DN!

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 DN! 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 in 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 DN! and the Union.

#### **ARTICLE IV – NO DISCRIMINATION/AFFIRMATIVE ACTION**

DN! shall hire and promote employees without regard to age, sex, race, religion, color, national origin, military status, marital or parental status, family relationship, sexual or affectional preference, gender identity, gender expression, or irrelevant mental or physical handicaps. DN! shall make reasonable efforts to recruit women and members of minority groups for all positions covered by this contract.

#### **ARTICLE V – PAST PRACTICE AND MANAGEMENT RIGHTS**

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 layoff employees and to make reasonable rules for the work place are vested and retained exclusively by DN! except as specifically limited by the express provisions of this agreement. DN! will not exercise this authority in an arbitrary manner. The impact such decisions have on Employees shall be subject to negotiation.

#### **ARTICLE VI – LAY-OFF AND RECALL**

- A. Notice of lay-off for economy reasons shall be made 30 days in advance. Severance may be paid in lieu of notice. DN! shall notify the Union of the reasons for the reduction and, if requested, meet with the Union to discuss the reasons and alternatives to lay-offs.
- B. Layoffs for economic reasons shall be made in reverse order of length of service within the job classification concerned, but an employee of outstanding ability or one who is engaged in a special function or whose lay-off would jeopardize a core function of DN! may be excepted from this provision. Otherwise, the employee having the least length of service in the classification shall be the first employee laid off.

- C. Employees laid off for economic reasons shall retain their seniority for a period of one year thereafter.
- D. Any employee laid off for economic reasons who has retained his/her seniority shall be offered reemployment in the same or similar job for which they are qualified before anyone else may be hired for such a job.
- E. Reemployment offers shall be transmitted by certified mail, return receipt requested, to the employee's last known address.
- F. When more than one employee in the same classification has been laid off for economic reasons, recall shall be in reverse order of lay off.
- G. The DN! shall provide a severance benefit to include one week's pay per year of service (pro-rated for partial years) to any permanently laid-off, non-probationary bargaining unit employee. The DN! shall provide a one-month extension of DN! paid medical insurance for employees who have completed at least one year of service. Medical benefits shall cease when coverage from another employer-provided health insurance plan begins.

#### **ARTICLE VII – JOB CLASSIFICATIONS**

A job description for each covered job classification shall be provided within 90 days of the execution of this Agreement to the employee and the Union. The duties listed are not to be construed as a limitation on DN!'s right to assign work.

Prior to filling any positions covered by the CBA, DN! will post a notice of vacancy in a prominent place on the DN!'s premises for at least 7 working days. The notice shall state the duties and qualifications and the deadline for filing an application for the position. In case of an emergency bargaining unit vacancy, DN! may fill the vacancy on an acting basis for up to 90 days.

#### **ARTICLE VIII – SENIORITY**

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

#### **ARTICLE IX – PROBATIONARY PERIOD**

There shall be a 90 day probationary period for all employees hired during the life of this Agreement. It is expressly understood that DN! retains the right to terminate the services of a probationary employee at any time during such period without being subject to any of the provisions or requirements of Article III of this Agreement. If DN! 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.

DN! shall have the right to extend the probationary period for up to an additional 60 days if in its discretion such additional time is required. The discretion to extend the probationary period shall not be routinely exercised.

## **ARTICLE X - UNION RIGHTS**

- A. DN! 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. Two employees will be designated by the Union to attend a negotiating meeting or other meeting between DN! 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. DN! shall supply the Union with a seniority list of all employees, showing date of hiring, job classification, and rate of pay and shall update the list upon any change.
- F. DN! shall provide notice to newly hired employees of their right to have a shop steward or other union representative present at a meeting in which the employee reasonably believes that discipline might be imposed.

## **ARTICLE XI - HOURS OF WORK AND OVERTIME**

- A. The normal workweek for all full-time employees shall run from Sunday to Saturday and consist of 40 hours, including one-half hour for lunch. Employees taking more than one-half hour for lunch must punch out. When DN! and the employee agree, alternative arrangements can be worked out to accommodate either party's special needs, including but not limited to flexible hours and compressed work schedules.
- B. Work performed beyond the normal week of 40 hours shall be compensated at one and one-half times the hourly rate of pay. Employees shall file with the person responsible a complete overtime request slip in advance of assignment noting the dates and numbers of hours to be worked. Authorization must be obtained in writing. In case of an emergency oral authorization may be given. When DN! and the employee agree, DN! may use flexible scheduling to avoid overtime.
- C. DN! may direct the employee to take compensatory time in lieu of overtime, subject to the requirements of the Fair Labor Standards Act. Compensatory time is to be used within 60 days of its accrual and employees may not accumulate more than 40 hours compensatory time, provided, however that if the DN! does not permit the time to be used within that period, it shall waive this limitation until such time as it may be used.



- D. Employees called upon to work outside of regularly scheduled hours should record their work in 15-minute increments. Such work will be compensated according to overtime provisions above.
- E. Employee in travel status shall be considered on work time only while engaged in actual travel, including necessary waiting time when not actually in motion, and while they are performing an assignment for DN!

## **ARTICLE XII – NEW TECHNOLOGY**

Training on any new equipment or computer software shall be offered to appropriate staff members.

## **ARTICLE XIII – LEAVE**

### **A. Sick Leave**

1. Each employee shall be entitled to 12 days sick leave in each year subsequent to completion of the probationary period, which shall be credited at one time.
2. Sick leave may not be taken unless it is to be used for personal illness of the employee or for a member of the employee's immediate family.
3. The DN! may require medical documentation for any sick leave usage in excess of three (3) consecutive days or if there is a reasonable suspicion that the leave is not taken in accordance with A 2, above.
4. In the event that an employee becomes seriously ill but does not have sufficient leave to be paid for the time s/he is unable to work, DN! may in its discretion extend leave to the employee. DN! will consider among other factors, the leave record of the employee and the willingness of the employee to perform work to the extent that the employee is able to do so.

### **B. Unpaid Family or Medical Leave**

A full-time employee who has completed the probationary period, with DN! approval, can take an unpaid family or medical leave with paid health benefits for up to a 12 week period. While state, local and federal law pertaining to this subject does not apply to DN!, the definition of a qualifying leave and the eligibility requirements under federal law shall be utilized for purposes of this provision, but no other terms or requirements under such law(s) shall be applicable. An employee who takes such a leave must use accrued unused vacation time before such a leave.

### **C. Parental Leave**

Full-time employees who have completed the probationary period who either adopt or have a natural child shall be entitled to use 15 days of paid parental leave in the first year of the birth or adoption. With approval employees may also apply unused sick leave and /or vacation time to this leave.

### **D. Jury Duty**

Any employee required to serve on a jury shall receive his/her regular wages, but will relinquish any compensation from the courts to DN! An employee on probation will have the probationary period extended for the period of jury duty.

E. Paid Holidays

The following days shall be celebrated as paid holidays:

- New Year's Day (January 1)
- Martin Luther King Day (3<sup>rd</sup> Monday in January)
- Memorial Day (4<sup>th</sup> Monday in May)
- Independence Day (July 4)
- Labor Day (Monday following 1st Sunday in September)
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- The day after Thanksgiving (4<sup>th</sup> Friday in November)
- Christmas Day (December 25)
- Two (2) floating holidays per year, to be taken at a mutually convenient time

If a holiday falls on the regularly scheduled work day of a part time employee, the employee will receive his/her normal pay. Where any of the holidays listed above falls regularly on a scheduled day off, it will be celebrated on the day designated for that purpose by New York State. Positions essential to the production and distribution of the program may be called to work on the day after Thanksgiving in the case of breaking news.

F. Personal Leave

Full time employees who have completed their probationary period shall be permitted 3 personal days per year, to be taken with the approval of DN!

G. Vacations

All full time employees shall accrue 1 day vacation per month worked following the completion of the probationary period. Vacation accrues in subsequent years in accordance with the following schedule:

1. Credit shall be accrued monthly at the rate of one and two-thirds (1.67) days for employees with less than ten years service, or an annual total of 20 days.
2. Upon the employee's tenth anniversary of their date of hire, the monthly accrual shall be at 2.083 days, or an annual total of 25 days.
3. Vacation accrual shall be capped at 1-1/2 years of the annual entitlement.
4. While reasonable efforts will be made to comply with an employee's request for leave, request can be denied if the timing of taking leave will interfere with the work of DN!
5. Accrued and unused vacation leave shall be paid out upon the employee's separation from employment.

## ARTICLE XIV – FLEXIBLE SPENDING ACCOUNT (FSA)

Democracy Now! agrees to provide FSA accounts for employees to make pre-tax contributions toward dependent care, medical and transportation expenses as allowable by law.

**ARTICLE XV – HEALTH & DENTAL INSURANCE**

Democracy Now! agrees to provide health and dental coverage to full-time employees after 90 days of employment at no cost to the employee throughout the life of the agreement. Democracy Now! agrees to provide health and dental coverage for the Domestic Partner and dependent children of an insured employee, at the request of the employee. The premiums of such dependent coverage will be covered 80% by the DN! and 20% by the employee.

DN! shall make FSA contributions on behalf of employees on the DN! health insurance plan to help cover the cost of deductibles and co-pays. The contribution shall be \$1,000 for single employees and \$1,500 for employees with Domestic Partner or dependent coverage.

Any tax consequences resulting from such provision of Domestic Partner benefits shall be the sole responsibility of the employee. An employee and her/his partner seeking such Domestic Partner health and dental coverage shall show proof of having registered an “Affidavit of Domestic Partnership” with the City of New York and meet requirements set forth by the insurance carrier.

DN! will notify the Union of an increase in insurance premiums of more than 10% within 1 week of receiving notice of such increase. In the event of a premium increase in excess of 10%, Article XV will be reopened if either party provides notice of its desire to do so within 1 week of the notice to the Union.

**ARTICLE XVI – VISION BENEFIT**

DN! shall make FSA contributions on behalf of employees on the DN! health insurance plan to help cover the cost of vision care. The contribution shall be \$200 for single employees and \$300 for employees with Domestic Partner or dependent coverage.

**ARTICLE XVII – CONTRACTED SERVICES**

DN! will inform the Union if the use of an outside contractor to perform bargaining unit work will result in the reduction in the hours of work or the lay-off of any bargaining unit employee and will bargain with the Union, to the extent required by the National Labor Relations Act over the contracting out.

**ARTICLE XVIII – TRAVEL ALLOWANCE**

A per diem allowance of \$35 shall be paid to all employees in the unit for overnight work. Transportation and Hotel bills for basic room charges and taxes shall be paid directly by DN!

**ARTICLE XIX – WAGES**

The minimum base annual salary or hourly rate of pay for each job title shall be:

Title	7/1/2008	10/1/2009	10/1/2010
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Administrative Assistant	\$35,000.00	\$36,400.00	\$37,856.00
Archivist	\$40,000.00	\$41,600.00	\$43,264.00
Web Store/Operations Assistant	\$34,000.00	\$35,360.00	\$36,774.40
Web Store Manager	\$40,000.00	\$41,600.00	\$43,264.00
On-air Graphic Designer	\$25.00/hr	\$26.00/hr	\$27.04/hr
Outreach Organizer	\$35,000.00	\$36,400.00	\$37,856.00
Systems Administrator	\$40,000.00	\$41,600.00	\$43,264.00
Volunteer/Office Coordinator	\$35,000.00	\$36,400.00	\$37,856.00

For the purposes of determining hourly rates, DN! will divide annual salary rates by 2,080.

Effective July 1, 2008 the annual salaries for the incumbent Systems Administrator, Outreach Organizer and Web Store/Operations Assistant shall be increased to \$45,000, \$40,000 and \$34,000 respectively.

Each incumbent employee who has completed at least 3 months of non-probationary employment, excluding the Systems Administrator, Outreach Organizer and Web Store/Operations Assistant, shall receive a 2% increase in their current salary, effective July 1, 2008, and on October 1, 2008 an additional 2% increase on the rate in effect on June 30, 2008.

Effective October 1, 2009, all employees shall receive a 4% increase in their current salary and the base wages for all covered titles shall be increased by 4% as above.

Effective October 1, 2010, all employees shall receive a 4% increase in their current salary and the base wages for all covered titles shall be increased by 4% as above.

Employees shall receive their salaries in 24 equal installments, payable on the 15<sup>th</sup> and last day of each month. Hourly rates shall be calculated.

## ARTICLE XX – RETIREMENT

DN! will provide 401k retirement accounts to all full-time non-probationary employees. Employee contributions will be matched 1:1 up to 2% of gross salary. DN! will make annual contributions, pro-rated for partial years, on the last day of each calendar according to the following schedule:

2008	2009	2010
\$1,000.00	\$1,040.00	\$1,081.60

The vesting schedule for DN! contributions to 401k accounts will be three (3) years with one-third of contributions vested for each year of non-probationary employment.

## ARTICLE XXI – WORKPLACE SAFETY

### A. General Safety

DN! recognizes its obligation to provide a safe and healthful workplace and will make every reasonable effort to provide safe working conditions for its employees. Safety is the responsibility of every employee. Employees should be alert and careful on the job and

report any unsafe conditions to their supervisor and/or the General Manager/Executive Producer. DN! welcomes suggestions from employees regarding the safety of their individual work locations.

**B. Accidents and Injuries**

If a DN! employee suffers an injury while at work or witnesses another employee being injured at work, he/she should report it immediately to the General Manager/Executive Producer who will, if necessary, arrange for appropriate medical attention. DN! will cooperate in the timely filing of any necessary forms in connection with a claim for Workers Compensation.

**C. Workplace Violence**

It is the policy of DN! to make all reasonable efforts to maintain a secure work environment that is free of threats and acts of violence. Violence or the threat of violence in the workplace, while work is being performed on behalf of DN!, or transmitted using DN! communication devices (telephones, email, etc.) is strictly prohibited. Violation of this policy will result in disciplinary action, up to and including termination. All employees are responsible for reporting violations of this policy, or suspected violations, to their supervisors and/or the General Manager/Executive Producer. The General Manager/Executive Producer is responsible for investigating alleged violations of this policy, and taking disciplinary, or other, action where appropriate.

DN! does not permit any employee, agent or representative to carry or maintain a weapon or firearm on DN! property, including any portion of the building in which DN! is located, or anywhere else while performing services or attending any function related to your employment or conducting any business on behalf of DN! This prohibition includes a prohibition against carrying or maintaining a weapon or firearm in any vehicle being used in connection with employment-related activities.

If, at any time, DN! has reasonable suspicion that a weapon or firearm has been carried, maintained, or stored in violation of this policy, DN! reserves the right to conduct a reasonable search of the person or property which it suspects possesses or contains a weapon or firearm. The violation of this policy or refusal to consent to a search conducted according to this policy may lead to disciplinary action up to and including termination of employment.

**D. Alcohol & Drugs**

DN! requires a workplace free of illegal drugs that complies with laws governing controlled substances including the provisions of the Drug-Free Workplace Act of 1988. The possession, use, sale, purchase, distribution or manufacture of illegal drugs or non-medically authorized controlled substances on DN! property, while on DN! business, on DN! time, in a DN! vehicle, or while otherwise representing DN! is prohibited and will subject an employee to disciplinary action, up to and including immediate termination.

The unauthorized use or distribution of alcohol on DN! property is also prohibited. The use and distribution of alcohol on DN! property, in moderation, in a manner that is otherwise lawful, may be allowed from time-to-time at DN! sponsored social events (e.g., holiday parties). Such use and distribution must be authorized by the General Manager/Executive Producer. The use of alcohol, in moderation, if otherwise lawful, is

allowed when employees are attending events on behalf of DN! where alcohol is being served. The use of alcohol in DN! vehicles, or vehicles being used for work-related purposes, is strictly prohibited.

The smoking of tobacco inside the workplace is not permitted.

## **ARTICLE XXII – SPECIAL NOTICE OF FCC RULES**

DN! is subject to rules and regulations issued by the Federal Communications Commission. These rules and regulations govern the content of programs to be broadcast. Any violation of these regulations by an employee during a broadcast shall be grounds for immediate termination.

## **ARTICLE XXIII – SEXUAL HARASSMENT POLICY**

DN! is committed to maintaining a workplace where individuals are not subject to sexual harassment, but are treated with dignity and respect. DN! considers sexual harassment in all its forms to be a serious offense.

Sexual harassment or other discriminatory conduct towards any employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including termination. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on DN! premises and whether or not the incidents occur during working hours. Supervisors who knowingly allow or tolerate sexual harassment are in violation of this policy and subject to discipline.

### **A. Sexual Harassment Defined**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature when:

1. Submission to the conduct is an explicit or implicit term or condition of employment, or
2. Submission to or rejection of the conduct is used as the basis for an employment decision, or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

In addition to promising rewards for complying with sexual requests and threatening retaliation for refusing such requests, sexual harassment may consist of many different behaviors, including but not limited to: unwanted sexual advances or requests for sexual favors, sexual jokes, sexual innuendos, suggestive comments or gestures, displaying or transmitting sexual pictures or drawings, and unwanted physical conduct. Behaviors other than those listed may also be considered sexual harassment. Sexual harassment may involve individuals of the same or different sex or gender.

## **ARTICLE XXIV – COMPLAINT PROCEDURE**

DN! maintains a zero-tolerance policy on discriminatory remarks and behavior and considers harassment in all forms to be a serious offense. Supervisors or employees found to have engaged in discriminatory conduct or harassment are subject to immediate disciplinary action, including possible termination of employment.

An Employee who is subjected to sexual harassment, or other forms of discrimination based on race, color, religion, sex, sexual orientation, age, marital status, national origin, citizenship status, disability, or on any other basis prohibited by law, should report such conduct immediately to their supervisor or the General Manager/Executive Producer of DN! or may utilize the grievance procedure set forth in Article III above. If the employee wishes to utilize the procedure in this Article, the General Manager, who serves as DN!'s EEO Officer, is primarily responsible for investigating such complaints, and will see that any complaints are investigated in a timely fashion. All inquiries, complaints and investigations are treated as confidentially as reasonably possible. Information is revealed strictly on a need-to-know basis. Retaliation against employees who file complaints, in good faith, alleging discriminatory conduct, is prohibited.

To initiate a formal investigation the Employee alleging a violation of this policy should file a sexual harassment complaint detailing, in writing: (1) the date, time and nature of the incident(s); (2) the names of any witnesses; (3) the alleged effect of the incident(s) on the complainant's position, salary, benefits, promotional opportunities or other terms or conditions of employment; (4) the names of other employees who might have been subject to the same or similar harassment; (5) the steps if any that the complainant has taken to try to stop the harassment, and (6) any other information the complainant believes to be relevant to the harassment complaint.

As the DN! EEO Officer, the General Manager is responsible for: (1) explaining the sexual harassment policy and investigation procedures to the complainant and the respondent; (2) seeing that complaints are promptly investigated, and; (3) seeing that a written report is written detailing the findings of any investigations and recommendations regarding actions that should be taken, if any. Once the report is completed it will be sent to the Executive Producer of DN! for review. The Executive Producer, in consultation with the General Manager, will make the final decision concerning appropriate action(s), if any, to be taken. When in their judgment it would be appropriate to do so, the General Manager/Executive Producer may, at their discretion, explore informal means of resolving complaints in ways satisfactory to the General Manager/Executive Producer, the employee bringing the charge, and the employee accused of misconduct.

## **ARTICLE XXV – TRANSPORTATION BENEFIT**

Reimbursement for work-related travel in personal motor vehicles shall be paid at the mileage rate used by the IRS. Transitcheks or an equal commuter benefit will continue to be made available by payroll deduction to employees on a tax-free basis.

## **ARTICLE XXVI – TEMPORARY EMPLOYEES**

- A. Employees who are specifically hired as temporary replacements for permanent employees on leave may be terminated by the DN!, even after ninety days of such

employment, up to one year. Such temporary employees shall have no bumping or recall rights if they are so terminated, but shall have all other rights of Democracy Now! employees. Temporary employees shall not be retained beyond the period of the length of the Leave of Absence for which they are hired.

- B. Temporary employees may also be hired for new positions for up to twelve (12) months where DN! desires to evaluate whether the position should be filled on a permanent basis. Such employees retained for more than 30 days shall receive health & dental insurance, vision benefit, sick leave, holidays and vacation in accordance with the provisions of this contract. The use of temporary employees in these circumstances is not to be used as a substitute for a probationary period for employees hired into permanent positions. The DN! shall notify the Union of its decision to hire temporary employees.
- C. DN! may also employ the services of paid interns for period of up to one year per intern and may also utilize the services of unpaid interns and volunteers. The use of interns shall not result in a reduction in hours or the lay-off of any bargaining unit employee.

#### **ARTICLE XXVII – MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. If any provisions of this Agreement shall be determined to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. If such provisions exist which are contrary to law, agreement shall be reached between DN! and the Union in order to alter said section(s) in order to provide the benefit(s) according to the intent of the parties.

#### **ARTICLE XXVIII – SUCCESSORSHIP AND ASSIGNS**

This Agreement shall be binding on DN! and the Union, their successors and assigns.

#### **ARTICLE XXIX – 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 DN! directly or indirectly interfere with any of DN!'s operations; (b) neither the Union nor any officer or employee thereof will directly or indirectly authorize, direct aid, encourager, abet or participate in any such strike, picketing, boycott, or interference the Company's operations; and (c) it will instruct its members to perform their duties and to refrain from striking against, picketing and boycotting DN! and from interfering with DN!'s operations.
- B. DN! agrees not to lock out employees while this agreement is in effect.



**ARTICLE XXX – TERM AND RENEWAL**

- A. This Agreement shall be in full force and effect, commencing upon execution up to and including September 30, 2011.
- B. This Agreement shall become effective when countersigned by a duly authorized representative of the Communications Workers of America, AFL-CIO, CLC, on behalf of its Local Union 1180 and the Executive Producer of DN!.

The Agreement shall automatically renew itself from year to year thereafter unless either party notifies the other of its intent to terminate or modify this Agreement in writing no less than sixty (60) days prior to the expiration date of the initial termination of this Agreement or no less than sixty (60) days prior to the termination of any renewal of this Agreement.

DEMOCRACY NOW! PRODUCTIONS INC.      CWA LOCAL 1180

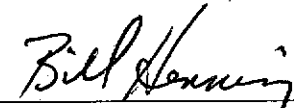
By:

  
\_\_\_\_\_  
Amy Goodman, Executive Producer/President

Date:

7/30/08

By:

  
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Bill Henning, Vice President

Date:

7/30/08