

MEMORANDUM OF AGREEMENT

BETWEEN

PRINTED MATTER, INC.

AND

PRINTED MATTER UNION, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION (OPEIU) LOCAL 153

THIS AGREEMENT made and entered into this 17th day of November, 2022, between Printed Matter, Inc. (hereinafter referred to as “Employer”), and the Printed Matter Union, Office and Professional Employees International Union (OPEIU) Local 153 (hereinafter referred to as “Union”).

WHEREAS, Employer and Union are parties to a voluntary recognition agreement;

WHEREAS, the Employer and Union have been in the process of bargaining an initial collective bargaining agreement;

NOW, THEREFORE, it is hereby agreed by and between Employer and Union as follows:

1. The Parties shall enter into a Collective Bargaining Agreement (“CBA”), including the following terms:
2. Article I, Recognition: The Employer recognizes the Union as the sole and exclusive representative of all regular full-time and regular part-time employees of Printed Matter (including its St. Marks and Chelsea locations), excluding third-party contracted employees, interns, volunteers, confidential employees, guards, and supervisors as defined by the National Labor Relations Act (the “Bargaining Unit”). The Bargaining

Unit excludes temporary employees whose positions are expected to be no more than six (6) months in duration, and who are hired for a special project, or to replace an employee on a leave of absence or vacation, or to fill a job vacancy in the bargaining unit while an active search is being made for a regular replacement. Said six (6) month period may be extended up to six (6) months, if the temporary employee is replacing an employee on an approved leave of absence for the length of the approved leave, or by mutual agreement of the parties. If, after six (6) months, such temporary employee is not willing to continue in a temporary role, the Employer may choose to hire the temporary employee into a bargaining unit position or to end the temporary employee's assignment.

Additionally, the temporary employee if hired to a part-time or full-time bargaining unit position shall receive seniority retroactive to the date of hire as a temporary employee

3. Article II, Length of Agreement: The term of this Collective Bargaining Agreement shall be three (3) years from the date by which both the Employer and the Union have executed or ratified the Agreement, and shall automatically renew itself every year thereafter unless either party hereto serves written notice upon the other party at least ninety (90) calendar days prior to the date of expiration or any renewal period of its desire to terminate or amend the Agreement. The Parties agree that the Agreement is subject to ratification by the Union's members and by Printed Matter prior to execution.
4. Article III, Promotions and Transfers:
 - a. Section 1 Employees shall be eligible to apply to other Bargaining Unit positions for which they qualify. Qualified internal applicants shall be given preference above

outside applicants where knowledge, skill and ability are equal. If internal applicants have equal experience, skill and ability (and such experience, skill and ability is equal to or exceeds the experience, skill and ability of any outside applicants), seniority shall prevail.

- b. Section 2 Notice of all job vacancies shall be emailed to all union members at least fourteen (14) calendar days in advance of being advertised externally. Job postings shall include job title, department, physical location, hours of work, and brief description of job duties, qualifications and necessary skills. Employees will be permitted to file a grievance against the final selection provided that a collective member has applied for the position.
- c. Section 3 If the Employer assigns an employee to perform the duties of another employee, due to that employee's absence or separation, for a period of ten (10) calendar days or more shall receive either the minimum pay rate of the higher-paid position for the period they are filling in or a 10 percent increase to their salary, whichever is greater, for the temporary period only. Any such assignments, including the duties of the temporarily vacant position, shall be made in writing.
- d. Section 4 There shall be a 30-day probationary period for Employees promoted or transferred to new positions hereunder, but the Employee will be paid the new rate (if applicable) immediately. During or at the conclusion of the probationary period, the Employer may decide, in its sole discretion, to return the Employee to the Employee's previous position. Likewise, an Employee may decide, in the

Employee's sole discretion, to return to the Employee's previous position. If an Employee is returned to the Employee's previous position, the Employee shall receive the same salary as in such former position.

- e. Section 5 An employee who applies and receives a transfer to a position in the same job classification or equal thereto in salary shall receive the same salary as their former position.

5. Article IV, Discipline and Discharges:

- a. Section 1 It is agreed that the Employer has the right to discharge or discipline any employee for Just Cause in accordance with the terms of this Article. The Employer agrees to advise the Union of any discharge or other disciplinary action and the reason for such discharge or other disciplinary action, in writing, within forty-eight (48) hours of such action.
- b. Section 2 The Employer shall apply progressive discipline in all disciplinary action, except that the Employer may forego progressive discipline if the circumstances so warrant under traditional standards of just cause. Such circumstances include, but are not limited to: 1) threats or the use of physical force or violence against employees, personnel or customers; 2) possessing a firearm or other dangerous weapon on Employer's premises; 3) theft; 4) violations of the Employer's policy/policies against harassment (including sexual harassment) or retaliation. In cases where progressive discipline is appropriate, the following steps will apply: 1) informal documented verbal warning; 2) formal written warning; 3) final written warning; and, 4)

termination. In administering progressive discipline, the Employer may aggregate offenses, except that the Employer shall not aggregate offenses related to time and attendance with any non-time and attendance related offenses. The Employer reserves the right to skip steps depending on all relevant factors, and the Union reserves the right to grieve any such discipline under the grievance and arbitration provisions of this Agreement.

- c. Section 3 The Employer and Union agree to comply with the representation requirements applicable to investigatory interviews in accordance with applicable law. The Employer will endeavor to have a Union representative present during disciplinary conferences, including investigatory meetings. However, the fact that a Union representative is not present shall not be grounds for invalidating (through grievance and arbitration or otherwise) any disciplinary decision later issued. Further, the Union shall receive a copy of written discipline, as provided in Section 1 , along with a copy to the Steward(s).
- d. Section 4 The Employer agrees that it shall not rely on records of discipline from an employee's file after eighteen months from the date of the incident in any arbitration proceeding regarding an employee's discipline or discharge, provided there is no repeat of the same or similar behavior which caused the original notice in the eighteen month period following the issuance of the original discipline, in which case the eighteen month time period shall run from the date of any subsequent discipline(s) issued for the same or similar behavior.

- e. Section 5 All Employees have the right to request a copy of their personnel file. A copy of all electronically maintained files shall be provided within three (3) days of request. Any files not maintained electronically shall be made available for review.

6. Article V, Grievance Procedure and Arbitration

- a. Section 1 A grievance shall mean any alleged violation of the terms and conditions of this Agreement. A grievance may be filed by an individual, group of employees, or the Union.

- b. Section 2

Step 1. An aggrieved bargaining unit member of the Union shall file a grievance within thirty (30) calendar days of the occurrence which is the subject of the grievance, or from the date on which the party bringing the grievance knew or reasonably should have known of the occurrence. Failure to present a grievance within the appropriate time period shall be deemed a waiver of the grievance. The employee and the steward shall meet with the immediate supervisor to discuss the grievance. The Employer shall respond in writing, through the supervisor, to the grievance within five (5) calendar days of such meeting. In the event the grievance is not satisfactorily settled, or if the grievant is directly supervised by the Executive Director, the Union may move the grievance to Step 2 within ten (10) calendar days of the supervisor's written response.

Step 2. The Steward and/or union representative and grievant will discuss the grievance with the Executive Director and/or Deputy Director. The Executive Director and/or Deputy Director shall respond to the grievance in writing within ten (10) calendar days of such meeting. In the event the grievance is not satisfactorily settled, the Union may move the grievance to Step 4 within thirty (30) calendar days of the written response.

Step 3. Either party may request federal mediation at any point during the grievance process. Mediation shall only take place if both parties consent. If the parties consent to mediation, the time limits in this Section shall be stayed pending the outcome of mediation. If the grievance is not settled at mediation, the Union may move the grievance to Step 4 within thirty (30) calendar days of the mediation date.

Step 4. In the event that a grievance arising under the terms of this Agreement is not settled at Step 1 through Step 3, either party to the Agreement may notify the other that it wishes to refer the matter to arbitration provided such written notice to the

other party is given within thirty (30) calendar days after the denial of the grievance in Step 2 or, if applicable, the date of mediation in Step 3.

- c. Section 3 All grievances must be reduced to writing and signed by the grievant and/or the grievant's steward. Grievances in Step 1 shall be submitted to the grievant's supervisor. Grievances in Step 2 shall be submitted to the Executive Director. Answers to grievances as provided herein must be submitted in writing to the appropriate parties at each step in the grievance procedure.
- d. Section 4 Grievances involving discharge or suspension shall be initiated in Step 2 above.
- e. Section 5 Failure on the part of the Employer to answer a grievance at any step of the grievance procedure shall not be deemed acquiescence therein and the grievant may proceed to the next step. The disposition of a grievance from which no appeal is taken to the next step of the grievance procedure herein shall be deemed resolved and shall not thereafter be considered under the provisions of the Agreement. Any of the time limits may be extended or waived by the mutual written consent of the parties.
- f. Section 6 In the event that a grievance resolved at Step 1 through Step 3 and is submitted to arbitration in accordance with this Agreement, an arbitrator shall be designated in accordance with the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association ("AAA"), except that if the AAA provides a panel that either party believes, in its discretion, does not contain a diverse list of

proposed arbitrators, that party may request AAA to submit an additional panel. The cost of the Arbitrator shall be borne equally by the parties.

g. Section 7 The arbitrator shall have jurisdiction only over disputes arising out of a grievance, as defined in Section 1, above, and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator shall have the sole authority to determine the remedy for disputes arising out of a grievance under the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the Employees. The arbitrator shall issue a decision and award within thirty (30) days after the close of the hearings unless both parties agree to an extension of said period.

h. Section 8 A Steward shall attend all arbitration hearings without loss of pay, to the extent they were scheduled to work and actively on payroll at the time of the hearing(s).

7. Article VI, Technological Change: In the event of proposed technological changes such as the introduction of new systems or software, the employer agrees to notify the Union at least one (1) month in advance of any planned technological changes. The Employer agrees further to bargain over the impact of the planned technological changes with the Union representative and to offer reasonable training to the incumbents of positions affected by the technological changes. In the event that an employee, after such training, is unable to adequately perform the new duties, the Employer shall meet and bargain over

the impact with the Union as to what steps might be taken to offer alternative employment to that employee.

8. Article VII, Separability: In the event that any provision of this Agreement shall, at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Further, the Parties agree to enter into negotiations regarding the effect of such nullifications, if negotiations are requested by either party within thirty (30) days of the date the provision is declared invalid or rendered invalid by government regulation or decree.
9. Article VIII, Successors: All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. The Employer agrees that if, during the life of the Agreement, it is sold, leased, transferred or assigned, the Employer shall inform the purchaser, lessee, transferee or assignee of the exact terms of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm, organization, or individual with which it seeks to make such an Agreement as aforementioned.
10. Article IX, Bulletin Board & Communication Platforms:
 - a. Section 1 A bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety,

and general union activities. The location of the bulletin board shall be in the upstairs office kitchen area. The location of the bulletin board may be changed upon the mutual consent of the parties.

- b. Section 2 Bargaining unit employees shall have the right to use the Employer's email system and other internal communication platforms during non-work hours for Section 7-protected activities under the National Labor Relations Act. It is acknowledged and agreed that time spent on the Employer's email system and other internal communication platforms during non-work hours for these purposes is "non-work time"; is not being requested or required by the Employer; and is not compensable for purposes of this Agreement or applicable law(s). Notwithstanding this acknowledgment and agreement, the Parties agree that any dispute over whether time spent on the Employer's email system and other internal communication platforms during non-work hours is compensable for purposes of the Fair Labor Standards Act and/or New York Labor Law, or any claim by an Employee that such time is compensable, shall be resolved solely through the grievance and arbitration article of this Agreement, and shall not be litigated in any court. Employer shall retain the right to monitor its email system and internal communications platforms for misuse. Any such monitoring activities will not be directed at, or done with the intention of, monitoring for Section 7 activity.

11. Article X, Union Security

- a. Section 1 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, within thirty-one (31) days from the execution of this Agreement, become and remain members of the Union in good standing.
- b. Section 2 The Employer further agrees that all employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, within thirty-one (31) days from the date of employment, become and remain members of the Union in good standing. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.
- c. Section 3 The Employer agrees to supply the Union with the name, address, salary, date of hire, phone number, email address, and job classification of all employees covered by this Agreement within thirty (30) days of the date of execution. The Employer further agrees to supply the Union with the same information at the time a new employee to be covered by this Agreement becomes a member of the Union. Thereafter, the Union shall be notified each month of all salary changes, change of address, phone number, email address, resignations, retirements, death, promotions, transfers, demotions, dismissals, and leaves of absence.
- d. Section 4 In the event there is a job vacancy or a need for additional employees in the bargaining unit, the Employer agrees to notify the Union at the time the position is posted externally so that the Union might have an opportunity to refer one or more of its members for consideration as an applicant.

12. Article XI, Union Activity and Visitation

- a. Section 1 The Employer agrees that a representative of the Union shall have reasonable access to the Employer's place of business during working hours for the purpose of investigating or settling disputes. Where the Union representative finds it necessary to enter a non-public area of Employer's business, the representative shall first advise the Executive Director or the Executive Director's designee in writing no less than 48 hours prior to the visit. Such visits shall not interfere with the Employer's operations.
- b. Section 2 The Union will notify the Employer of the name(s) of the steward and/or alternate after execution of this Agreement, and shall advise the Employer, in writing, of any changes, along with the names of all successors or replacements, within seven (7) calendar days of the change or replacement.
- c. Section 3 Discussion of grievances shall be held at times mutually agreed upon. Stewards, upon obtaining permission from their immediate supervisor, shall be granted reasonable time with regular pay during their working hours to discuss grievances in accordance with the grievance procedure.

13. Article XII, Check Off Dues and Initiation Fees

- a. Section 1 The Employer agrees to deduct Union dues and initiation fees from the wages of each employee bimonthly, upon receipt of a written authorization signed by the respective Employees to make such deductions. Dues and initiation fees will become due and payable according to the following schedule: For people hired

before the 23rd day of the month, dues shall become payable the second following month. The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, within ten (10) business days of the last regular monthly payroll period, and will make supplemental remittances thereafter of amounts deducted from pay of employees then on vacation, to the extent the employee was not paid for vacation time on the employee's regularly scheduled paycheck. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck on any eligible employee member, upon written request by the Union.

- b. Section 2 Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the first week of the month following ten (10) days' written notice of the change from the Union.
- c. Section 3 The Union agrees to file an initiation fee and dues deduction assignment form with the Employer prior to such deductions.
- d. Section 4 The Employer shall deduct from the wages of an employee who submits a voluntary authorization card an amount designated by such employee for OPEIU "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU Local 153 AFL-CIO monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donated such monies. Each month the employer will provide a list of bargaining unit members who have remitted dues for that month.

- e. Section 5 The Employer shall be relieved from making such “checkoff” deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit or (c) layoff from work or (d) an agreed unpaid leave of absence or (e) revocation of the deduction authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing absences, or the return of the Employee to a position covered by the bargaining unit, the Employer will immediately resume the obligation of making said deductions.

- f. Section 6 The Union will indemnify and hold the Employer harmless with respect to any claim, suit, judgment, or other liability resulting from any deduction made from the Employee’s wages and any other payments due the Employee under the terms of this Article. The Union shall also indemnify and hold the Employer harmless in any case where an individual has signed and delivered to the Union an authorization card and assignment, but the Union has failed to so advise the Employer in accordance with the agreed procedures, and accordingly, deduction has not been made from the Employee’s wages and any other payments due the Employee that are subject to dues deduction.

14. Article XIII, Labor-Management Committee: The Union and the Employer agree to establish a joint Labor-Management Committee for Printed Matter consisting of the Executive Director and Deputy Director, or their designees, and up to two (2) additional representatives designated by the Employer, and up to four (4) representatives from the

Union. The Labor-Management Committee shall meet quarterly to discuss issues of concern to the parties, provided either party requests such meeting. These meetings are not for the purpose of discussing pending grievances and it is understood the Committee shall have no power to negotiate, alter or amend the terms of this Agreement.

15. Article XIV, Non-Discrimination

- a. Section 1 The Employer agrees that they will not discriminate against an employee because of the employee's activity as a member of the Union.
- b. Section 2 Because it is the policy of the Employer and the Union to ensure equal employment opportunity, the Employer and the Union shall not, in carrying out their obligations under this Agreement, discriminate or engage in harassment on the basis of assumed or self-disclosed race, color, ethnicity, age, national origin, native language or dialect, immigration or citizenship status, Indigeneity, sex (including intersex identity), gender identity, gender expression, sexual orientation (including asexuality), romantic attraction, body type or size, disability (visible or invisible, including mental health and neurodivergence) regardless of formal diagnosis, HIV status, arrest or conviction record or court involvement, parental status (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), sexual and other reproductive health decisions (including family planning), credit history, salary history, housing status, residential location, caregiver status, marital status, partnership(s) status, family structure, status as a survivor of domestic violence (including dating or intimate partner violence),

status as a survivor of stalking and/or sexual violence, status as a survivor of any other type of violence, religion or spiritual beliefs and practice, genetic information, military status, employment status, educational background (but only where it is relevant to a position), wealth background, political affiliation or practice, drug use history, history of sex work, participation in other underground economies or any other characteristic as protected by law.

- c. Section 3 With regard to the Americans with Disabilities Act and other related laws as may be applicable, the Employer will endeavor to make reasonable accommodations for the following reasons: known physical or mental disabilities; the sincere religious beliefs of its employees; and pregnancy, childbirth, or related medical conditions.

16. Article XV, Subcontracting: Notwithstanding the Recognition provision of this Agreement and the Employer's right to hire temporary employees, the Employer shall not subcontract work normally or customarily performed by employees within job classifications or titles covered by this collective bargaining agreement.

17. Article XVI, Work Schedule:

- a. Section 1 Eight (8) hours shall constitute one (1) regular day's work and employees' regular schedule shall be for eight (8) hour shifts. Thirty-two (32) or forty (40) hours shall constitute one regular week's work for full-time employees. The Employer shall determine when overtime work shall be performed and Employees shall not work overtime without prior authorization from a supervisor. Where practical, the

Employer shall provide forty-eight (48) hours' notice in advance of requiring an employee to work overtime. In cases where overtime is necessary and forty-eight (48) hours notice cannot be provided, the employer and employee shall discuss the overtime schedule. Regardless, an employee who works overtime without prior authorization shall notify the Employer of their hours worked and be paid for all such work.

- b. Section 2 All work performed in excess of forty (40) hours per week shall be paid at the rate of time-and-one-half the regular rate of pay for non-exempt employees. All monies due for overtime shall be paid at the same time the regular wages are paid for the week when the overtime is performed, to the extent calculable and in accordance with applicable law
- c. Section 3 Emergency closing days shall be considered time worked for purposes of overtime computation. Holidays, vacation days and personal days shall be considered time worked for purposes of overtime computation to the extent that the Employer directs an employee to work additional hours or days beyond their regular schedule in the workweek in which the holiday, vacation or personal day is taken.
- d. Section 4 All non-exempt employees shall be entitled to forty-five (45) minutes of paid time for lunch.
- e. Section 5 The Employer agrees that it shall provide a paid meal (or, to the extent a meal is not provided, a seventeen (\$17.00) stipend) to employees who work more than two (2) hours past their regularly scheduled shift.

- f. Section 6 All employees covered by this Agreement shall receive two (2) rest periods of fifteen (15) minutes per day, except that if the employee is scheduled to work less than four (4) hours, the employee shall receive one (1) fifteen (15) minute break. Employees shall notify their supervisor prior to taking a break under this section, and shall delay their break upon reasonable request (except that no such request shall require employees to forego their breaks under this section)

18. Article XVII, Layoffs and Recall

- a. Section 1 In the event of a layoff of positions encompassed in Article I, Recognition, the Employer shall provide the Union and the employee with two (2) week's notice or, if such advance notice is not provided, pay to the employee two (2) weeks of pay for any shifts the employee was scheduled to work, but for the layoff.
- b. Section 2 Employees who are permanently laid off will be eligible to receive severance pay equal to one (1) week's regular straight time pay for each full year of continuous employment, with a minimum of four (4) weeks' pay, provided the Employee executes a general release. Employees who execute a general release and receive severance pay will no longer be eligible for recall under the Agreement, but shall be eligible to apply for any future openings. Additionally, the employee shall receive a month of paid health insurance for every year of service, up to one month.
- c. Section 3 Any employee laid off shall be placed on the recall list for a period of two (2) years.

- d. Section 4 An Employee who has been laid off shall be entitled to recall in seniority order in the event of a vacancy in their former position. An employee recalled and reinstated to their former position shall receive their former rate of pay in addition to any wage increases which were applied to their job classification during the period they were on the recall list.
 - e. Section 5 Any notice of reemployment to any employee who has been laid off shall be made by email to the last known email address of the employee.
 - f. Section 6 No notice to layoff may be given during an employee's vacation period.
19. Article XVIII, Pandemic: The employer shall require Employees at Printed Matter be vaccinated against COVID-19 with the exception of those who have an approved medical or religious exemption, provided such vaccination requirement is lawful. Employees who are exempt from vaccination requirements are required to comply with all applicable guidance and requirements from federal, state or local public health agencies.
20. Article XIX, Probationary Employees/Seniority:
- a. Section 1 All newly hired employees shall be considered probationary and on a trial basis for a period of sixty (60) days from the date of hiring, excluding any time on unpaid leave. The Employer may extend the probationary period for an additional thirty (30) days upon agreement with the Union.
 - b. Section 2 During the term probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be discharged at any time during or at the end of their probationary

period at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. After the completion of the probationary period, seniority shall be effective as of the original date of employment.

c. Section 3 Seniority shall mean length of continuous service within the Bargaining Unit. All employees within the bargaining unit who are present at the time of ratification of the contract shall have seniority from their original date of hire.

d. Section 4 An employee shall lose all seniority rights within the bargaining unit for any one or more of the following reasons:

- i. Voluntary resignation
- ii. Discharge for just cause
- iii. Layoff for a continuous period of more than two (2) years
- iv. Transfer to a non-bargaining unit position with the Employer, unless the employee returns to a bargaining unit position within three (3) months of the transfer
- v. Failure to return to work within five (5) days after notification of recall from layoff

21. Article XX, New Union Member Orientation Within a week of hire, the employer shall agree to allow any new employee in the bargaining unit to meet with a union representative for up to one hour of paid time, to discuss the collective bargaining agreement, union rights, and union participation. Such meeting shall be scheduled in advance with the Employer in a manner that does not interfere with operations.

22. Article XXI, Professional Development: The employer shall provide up to \$500 per fiscal year for professional development to each employee in the bargaining unit to attend in-person or online conferences, workshops, classes, and any other professional or educational opportunity related to their position at Printed Matter. Employees shall be

required to provide proof of enrollment, payment and attendance to the Employer. The stipend shall be paid no later than the second regularly-scheduled payroll date after sufficient proof of enrollment, payment and attendance are provided. To the extent required by law, such stipend shall be subject to applicable taxes.

23. Article XXII, Holidays

- a. Section 1 All full-time regular employees regularly scheduled to work forty (40)

hours per week shall receive the following holidays with pay:

Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth
July 4th
Labor Day
Indigenous Peoples' Day
Thanksgiving
Christmas Eve
The week between Christmas Day and New Year's Day
Two floating holidays

Employees regularly scheduled to work thirty-two (32) hours per week will receive the above holidays, with the exception of Memorial Day and Indigenous Peoples' Day. Regular part-time employees scheduled to work less than thirty-two (32) hours per week shall receive paid holidays for any holiday that falls on a day on which they are regularly scheduled to work (except that if they are required to work under Section 2, below, they shall not be entitled to a paid holiday in addition to their pay for working on such day).

- b. Section 2 All employees required to work on any of the above holidays will be paid at the rate of one and one-half (1 ½) the regular rate of pay. Any employee required

to work on a holiday shall be notified no less than two weeks in advance. This pay shall not “stack” for purposes of overtime.

24. Article XXII, Vacation

- a. Section 1 The established vacation year is July 1st through June 30th. Employees regularly scheduled to work forty (40) hours per week will be entitled to accrue paid vacation according to the following schedule:

<u>Completed Years of Service as of July 1st</u>	<u>Vacation Entitlement</u>
0	3 weeks
1	3 weeks
2	3 weeks
3	4 weeks
4	4 weeks
5	4 weeks

Employees regularly scheduled to work less than forty (40) hours per week shall be eligible to receive vacation each year in accordance with the schedule set forth above, with weeks defined as the number of hours they are regularly scheduled to work per week. Employees who are hired on or after July 1st will have their first year of vacation accrual pro-rated, depending on their date of hire.

- b. Section 2 Vacation requests shall be submitted, in writing, to the Executive Director, with a copy to the Finance & HR Manager, at least one (1) month in advance of the requested vacation date for any vacation of one (1) week or longer, or at least two (2) weeks in advance of any requested vacation date for any vacation of less than one (1) week. The Employer shall respond to such request, in writing, within five (5) days of the request. Any vacation requests that do not receive a response after this time shall

be deemed approved. The Employer may refuse vacation requests due to business considerations, but this right shall not be exercised in an arbitrary or capricious manner and the Employer shall make reasonable efforts to accommodate vacation requests. While the Employer will not institute formal blackout periods, business considerations may limit the Employer's ability to grant requests for time off during the holiday shopping season (defined as the middle of November through December 23rd), the two (2) weeks prior to an art book fair, or the Employer's annual inventory event. At the beginning of each fiscal year, management and labor will meet to discuss these dates in which vacation requests may not be granted. Within 30 days after this meeting is held, these dates will be communicated. This does not otherwise limit the Employer's rights under this Section 2.

- c. Section 3 Employees shall be entitled to carry over up to one (1) week of accrued but unused vacation time to the following vacation year. However, in no event shall employees accrue more than five (5) weeks of vacation time in any given vacation year.
- d. Section 4 An employee separating from employment for any reason other than Just Cause shall be paid for their accrued but unused vacation time for that vacation year only and for any vacation time rolled over from the previous year (which is capped at one (1) week), pro rated based on the number of full months worked in the vacation year. For example, a full-time employee with 5 years of service who separates from

employment on October 1st shall be paid for one (1) week of vacation. In the event of death, said payment shall be made to their designated beneficiary.

- e. Section 5 All employees covered under this collective bargaining agreement shall be entitled to four (4) personal days off with pay per year, as follows: Employees will receive one (1) personal day per quarter of the vacation year, to be used during that quarter. Personal days that are not used will expire at the end of the quarter in which they were accrued, and will not carry over. Employees shall use best efforts to give two (2) weeks' advance notice of their intention to use a personal day. The Employer may deny an employee's request to use a personal day if no or limited advance notice is provided, but this right shall not be exercised in an arbitrary or capricious manner and the Employer shall make reasonable best efforts to accommodate requests to use personal days.

25. Article XXIV, Sick Leave and Leaves of Absence

- a. Section 1 Employees are entitled to seven (7) paid days sick leave per year, available as of July 1 of the year. . Employees regularly scheduled to work less than forty (40) hours per week shall receive a pro rata number of sick days, based on their number of regularly scheduled hours worked as a percentage of forty (40) hours per week. The parties agree that the leave provided under the Agreement is intended to comply with all requirements of the New York State Paid Sick Leave and to provide comparable benefits to those benefits available under PSSL, in accordance with NYLL 196-b.

- b. Section 2 The Employer shall comply with the New York COVID-19 Paid Quarantine Leave Law, for as long as such law remains in effect.
- c. Section 3 Employees shall be allowed a medical leave of absence for up to one (1) year in the event of illness or disability, provided the need for such leave is verified by the employee's health care provider (i.e., physician, nurse practitioner, physician assistant). Employees may choose to utilize any portion of their accumulated sick leave to cover the unpaid qualification period of the short-term disability plan, or they may select to take the time as unpaid. Nothing in this section shall be construed as a representation that an employee's absence would entitle that employee to coverage under any short-term disability plan.
- d. Section 4 The Employer agrees to pay employees the difference between their regular compensation rate and the compensation received from a court for jury duty for a period of up to two (2) weeks. Any such Employee shall be required to endorse the payment received for the jury duty to the Employer. Regular part-time employees shall be paid only for those days they are scheduled to work. Time spent on jury duty will not be used for purposes of computing overtime pay.
- e. Section 5 The Employer agrees to grant three (3) unpaid business days annually to employees selected to perform work for the Union. In addition to the usual union tasks, this may include attending training, conventions, and conferences.
- f. Section 6 The Employer will comply with the New York Paid Family Leave law ("NYPFL"). For those employees who apply for and receive short-term disability

benefits, and those employees who apply for and receive NYPFL, the Employer agrees to pay the difference between their regular compensation rate and the amount they receive in short-term disability benefits and/or NYPFL benefits, for the first twelve (12) weeks following the birth, adoption or placement of a child. Employees shall be entitled to take an additional twelve (12) weeks of leave (for a total of twenty-four (24) weeks), with no pay by the Employer.

- g. Section 7 The employer shall follow the New York State Paid Family Leave Act.
- h. Section 8 In the event of the death of a family member or close friend, an employee shall be granted a paid leave of absence of six (6) working days. This leave of absence will not be charged against sick leave/personal leave, and/or vacation days.
- i. Section 9 The Employer shall follow the Uniformed Services Employment and Reemployment Rights Act.
- j. Section 10 The employer agrees to permit its employees to take one (1) paid day annually to engage in public service and civic engagement (i.e. social action protest, environmental clean-up, poll watching). Requests for such leave should be made with as much advance notice as possible. The Employer may deny request made with less than two (2) weeks' notice, though this right will not be exercised in an arbitrary or capricious manner.

26. Article XXV, Sabbatical: After five (5) years completed years of service, all employees shall be eligible for a six (6) week unpaid sabbatical. After ten (10) years completed years of service, all employees shall be eligible for a six (6) week sabbatical, paid at fifty

(50%) of their regular base pay. Employees may not take a sabbatical more than once every five (5) years. Requests for sabbatical must be made six (6) months in advance and scheduling of such sabbatical may depend on business needs. No more than one (1) employee may be out on sabbatical at any given time. To the extent two (2) or more employees request a sabbatical for the same time period, seniority will prevail.

27. Article XXVI, Management Rights

- a. Section 1 All management functions, powers and authority possessed by the Employer prior to the execution of this Agreement are retained by and are to remain exclusively with the Employer, except as limited herein. Such functions, powers and authority of the Employer include, but are not limited to, the exclusive right to determine when, where, how and under what circumstances it wishes to operate, suspend, discontinue, transfer, consolidate or move any of its operations; to direct, schedule and determine the size and composition of the work force and employees' work shifts and work schedules; to assign work and require overtime; to plan, direct and to control operations and all hours of work; to direct employees and assign duties as the Employer deems appropriate and to create or modify job descriptions (subject to the provisions of Section 2, below); to hire, discharge and discipline with just cause, layoff, and transfer Employees; to determine the qualifications of employees and standards of performance and evaluate employee performance; to promulgate rules and regulations; to introduce new or improved methods or facilities, and in all respects to carry out, in addition, the ordinary and customary functions of

management. The employer shall not exercise any of these rights in an arbitrary and capricious manner.

- b. Section 2 Upon issuing or modifying a job description, the Employer will provide the Union with a copy. Upon written demand for same, the Employer will engage in effects bargaining after exercising its right to issue or modify a job description. This will constitute the extent of the Employer's bargaining obligation and will not delay the Employer's action.

28. Article XXVI, No Strike/No Lockout: The Union agrees that there shall be no strike during the term of this Agreement. The Employer agrees that there will be no lockout to Employees during the term of this Agreement.

29. Article XXVIII, Scheduling:

- a. Section 1 In the event the Employer changes a Bargaining Member's permanent schedule, the Employee and Employer may meet to discuss the effects of the change.
- b. Section 2 Unless otherwise agreed to by the Employee, the Employer shall not implement any permanent schedule change until thirty (30) days after written notice has been given to the Employee.
- c. Section 3 Except in cases of emergency (which shall include, but not be limited to, employee absences), the Employer shall provide Employees with five (5) days written notice in the event of a temporary schedule change.

30. Article XXIX, Creation of New Positions

- a. Section 1 In the event the Employer creates a new bargaining unit position, the parties shall meet within ten (10) business days prior to the posting to bargain over the terms and conditions of employment for the new bargaining unit position, to the extent such terms and conditions or the right to set such terms and conditions are not already addressed by this Agreement. It is understood and agreed that the purposes of any such bargaining shall not be to negotiate, alter or amend the terms of this Agreement.
 - b. Section 2 In the event there is a disagreement whether or not the position should be included in the bargaining unit, the parties shall meet to discuss their respective positions. Before the parties proceed to the Grievance and Arbitration process or file a UC Petition under the National Labor Relations Act, either party may request federal mediation.
31. Article XXX, Board Meetings: The Union may request to have a union representative make a fifteen (15) minute presentation at one (1) board meeting per contract year. The presentation will take place at the beginning of the board meeting. Any request to present should be made to the Executive Director no less than thirty (30) days prior to the board meeting.
32. Article XXXI, Wages
 - a. Section 1 Effective upon execution or ratification (whichever occurs later), the minimum compensation for all bargaining unit positions shall be as follows:

Classification	Minimum Rate of Pay
Full-time employees scheduled to work forty (40) hours per week	\$53,500 per year
Full-time employees scheduled to work thirty-two (32) hours per week	\$42,800 per year
Regular part-time employees scheduled to work three (3) days per week	\$24 per hour
Regular part-time employees scheduled to work two (2) days or fewer	\$22 per hour
Temporary part-time employees (regardless of schedule)	\$22 per hour

Any bargaining unit member employed as of the date of ratification or execution (whichever occurs later) who would not, as a result of the aforementioned minimum compensation rates, receive a salary/hourly rate increase of 4.0% (as compared to their salary/hourly rate in effect immediately prior to execution or ratification), shall instead receive a salary/hourly rate increase of 4.0% increase based off of their salary/hourly rate in effect immediately prior to execution or ratification or the minimum compensation rate set forth above, whichever is higher, effective upon execution or ratification (whichever occurs later). Any bargaining unit member employed as of the date of ratification or execution (whichever occurs later) shall, upon execution or ratification (whichever occurs later), receive an additional salary increase of 2.0%, based off of the aforementioned rates.

- b. Section 2 Effective upon July 1, 2023, all bargaining unit members shall receive a salary increase of 3.0%. Effective upon July 1, 2024, all bargaining unit members shall receive a salary increase of 3.0%.
- c. Section 3 The Employer will continue its policy of considering salary increases on the basis of individual performance on merit. Any such increase shall be in the sole discretion of the Employer.
- d. Section 4 Bargaining unit members shall be paid bi-monthly.

33. Article XXXII, Health Care

a. Section 1 The benefit levels under the written terms and conditions provided by the present group health insurance policies and the dental and vision policies will continue to be made available to full-time bargaining unit members (as defined by any existing plan documents) during the term of this Agreement, either through the present insurance carriers or through another group of insurance carrier(s) the Employer may select. If the Employer makes any changes to such policies that result in higher premiums, co-pays or health deductions, the parties shall meet to bargain over the change. Under existing plan documents, employees who are regularly scheduled to work more than thirty (32) hours per week are defined as full-time employees.

b. Section 2 The Employer shall provide a stipend of \$2,000 to regular part-time bargaining unit employees to be used for medical costs. Such stipend shall be subject to applicable taxes, in accordance with the law.

34. Article XXXIII, Mandatory Arbitration Agreements, Non-Disclosure Agreements, Non-Compete Agreements: The Employer shall not require Employees to sign Mandatory Arbitration Agreements, Non-Disclosure Agreements, and Non-Compete Agreements.

35. Article XXXIV, Retirement Savings Plan The Union shall provide the Employer with a copy of the OPEIU Savings Plan. The Employer and Union shall negotiate over the terms of the Employer's participation in that plan; provided, however, that it shall include the following:

- (a) Employees shall be eligible to enter the OPEIU Savings Plan as a participant, for both elective deferral and “Employer Non-Elective Allocation” (as defined in Section 2 hereof) purposes, as of the January 1 or July 1 (each, an “Entry Date”) coinciding with or next following the employee’s completion of 1,000 hours of service during an Eligibility Computation Period and attainment of age 21. As used herein, “Eligibility Computation Period” means (1) the 12-consecutive-month period beginning on the New Hire’s date of hire (i.e., first day of service) and, if 1,000 hours of service are not completed during such period, (2) any subsequent 12-consecutive-month period commencing with the first anniversary of the date of hire.
- (b) Employer Non-Elective Allocation means an annual Employer allocation that is not dependent on any contributions being made to the Plan by the employee. For purposes of any Employer Non-Elective Allocation under this Section 6, “Eligible Compensation” generally shall mean IRS Form W-2, Box 1 wage compensation plus pre-tax deferrals, if any, made by an employee under (1) various employee benefit plans offered by the Employer in which he or she participates and (2) the OPEIU Savings Plan, up to the IRS annual limit. For purposes of any Employer Non-Elective Allocation under this Section 2, “Eligible Compensation” includes only that compensation earned on or after the applicable Entry Date and paid during the applicable period for the Employer Non-Elective Allocation.
- (c) Upon entering the OPEIU Savings Plan, a participant pursuant to Section 1 hereof shall be receive, for the period commencing as of the Entry Date and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 2% of Eligible Compensation; and (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1) and for each subsequent 12-consecutive-month period, a fully vested allocation 2% Eligible Compensation. Each allocation shall be made no later than January 31st of the Plan Year

(January 1 through December 31) of the OPEIU Savings Plan (the “OPEIU Plan Year”) immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1) or (2), as applicable, occurs.

- (d) The Union shall direct the Union-designated trustee(s) of the OPEIU Savings Plan to vote against, and take any and all necessary or appropriate action consistent therewith, to ensure that the employer-designated trustee(s) of the OPEIU Savings Plan do not amend, and seek not to amend, the OPEIU Savings Plan in respect of, or otherwise modify, or seek to modify, the eligibility and/or allocation provisions relating to Employer Non-Elective Allocations or any of the provisions of this Section 6 without the advance written consent of the Employer. If, notwithstanding the foregoing, (1) the trustees of the OPEIU Savings Plan amend, or seek to amend, the eligibility and/or allocation provisions of the OPEIU Savings Plan relating to Employer Non-Elective Allocations, or (2) the Union-appointed trustee(s) of such Plan vote(s) in favor of, or take(s) any action in furtherance of, any such amendment, in each case without the advance written consent of the Employer, the provisions of this Agreement requiring the Employer to make Employer Non-Elective Allocations shall be rendered null and void (without affecting any other provisions of this Agreement) effective as of the earliest to occur of (x) the effective date of such amendment, (y) the adoption date of such amendment or (z) the date of the first vote in favor of, or first action in furtherance of, any such amendment.
- (e) The Parties agree that the Employer (1) shall not be a fiduciary, and shall not serve in a fiduciary capacity, in each case within the meaning of Section 3(21) of ERISA, as a result of, or in connection with, the participation of any of its employees and/or their beneficiaries in the OPEIU Savings Plan, (2) shall have no responsibilities under the OPEIU Savings Plan that could trigger such fiduciary status, and (3) shall not have any discretionary authority or control over the management of the OPEIU Savings Plan and/or any of its assets, including, without limitation any such discretionary authority or

control pursuant to Sections 3(21), 3(38), 402(c), 403(a), 405 and/or 406 of ERISA and/or Section 4975 of the Code. The Parties further agree that if, at any time, the Investment Consulting Agreement, made as of January 30, 2018, by and between RBC Wealth Management and the OPEIU Savings Plan (the "ICA") ceases either being in effect or applying to substantially all of the assets of the OPEIU Savings Plan, the Employer's obligation to continue participating in the OPEIU Savings Plan immediately shall cease; provided, however, that the Employer's obligation to continue participating in the OPEIU Savings Plan shall continue through the term of this Agreement for such period of time, if any, as the Board of Trustees of the OPEIU Savings Plan makes good faith efforts to execute an ERISA Section 3(38) agreement with another investment manager that is substantially similar in scope of investment manager duties and covered assets to the ICA and/or the Parties engage in good faith negotiations to replace the OPEIU Savings Plan as the vehicle for Employer Non-Elective Allocations to be made; and provided further, however, that the cessation of the Employer's obligation to participate in the OPEIU Savings Plan, if applicable, shall not affect any other provisions of this Agreement. The Parties agree that in the event Employer withdraws from OPEIU Savings Plan under the above circumstances, Employer (as soon as administratively practical following withdrawal) will permit eligible Employees to participate in an alternative defined contribution retirement plan: (i) which provides the same level of non-elective allocations as the level of Non-Elective Allocations required under this Agreement; (ii) has the same eligibility criteria; and, (iii) to which an ERISA Section 3(38) investment management agreement or an ERISA Section 3(21) investment advisory agreement applies. To ensure that fees paid by employee-participants is as close to those required under the OPEIU Savings Plan as possible, Employer will have the fees required under the alternative defined contribution retirement plan benchmarked by an independent third party and set below the median fee percentages charged by comparable

plans. The alternative defined contribution retirement plan will be incorporated by reference into CBA and subject to its grievance and arbitration provisions.

36. This Agreement is subject to ratification by the Union's members.

37. The Union's Negotiation Committee shall recommend that this Agreement is ratified.

38. All other proposals are withdrawn.

Agreed to:

PRINTED MATTER, INC.

By: _____

Date

**PRINTED MATTER UNION
OPEIU LOCAL 153**

By: *BLM*

01/31/2023

Date

By: *Greg Park*

2/7/2023

Date

By: *John H*

2/7/2023

Date

By: *Luigi Lyan*

2/7/2023

Date

By: *Frank*

2/7/2023

Date

OPEIU LOCAL 153

By: *Melinda*

2/7/2023

Date

Melinda Fiedler, OPEIU 153 Business Representative