

AGREEMENT

BETWEEN

**THE NEWS GUILD-COMMUNICATIONS
WORKERS OF AMERICA (AFL-CIO, CLC) AS
LOCAL 32035**

And

DUKE UNIVERSITY PRESS

from

[xxx], 2024, through [xxx], 2027
(Expiring at Midnight on [xxx], 2027)

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PREAMBLE

The Guild and the Employer strive to treat each other and Press unit employees with respect and dignity and recognize their shared interest in building a relationship that is effective, constructive, and oriented towards problem-solving, to ensure that the Press fulfills its mission and that employees are supported in bringing their creativity and energy to the work. To achieve this mutual aim, the Employer and the Guild agree to treat all employees, both unit and non-unit, with respect and dignity.

The parties strive to uphold the guiding principles of fairness, equity, and transparency in their joint efforts to strengthen the work, and the workforce, of the Press.

Article 1: Recognition and Bargaining Unit Description

Section 1. Recognition

In accordance with the certification by the National Labor Relations Board ("NLRB"), Case 10-RC-276475, Duke University ("The Employer") recognizes the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America (AFL-CIO, CLC) as Local 32035, ("Union") as the exclusive representative for the purpose of collective bargaining for all full time and regular part-time employees employed by Duke University Press "the Press" or the Employer, excluding all other employees, managerial employees, guards, and supervisors, as defined in the National Labor Relations Act ("the Act").

Section 2. Bargaining Unit Work Performed by Non-Bargaining Unit Employees, Consultants or Contractors

The Employer will not assign work to non-bargaining unit employees, consultants or contractors for the purpose of eroding bargaining unit work.

Section 3. Notification of Contracted Services

The Employer shall inform the Guild when hiring outside contractors who will perform bargaining unit work, providing: the name of contractor and services provided.

Article 2: Union Security and Dues Deduction

Section 1. Dues

Upon receipt by the Employer of any employee's voluntary written authorization, the Employer will deduct from such employee's paycheck such employee's union dues and/or fee equivalent, and remit same to the duly authorized representative of the union, together with a list of names of the employees from whose pay deductions were made. For employees paid on a monthly basis, the total monthly amount of union dues and/or the fee equivalent will be deducted from the employee's paycheck each month. For employees paid on a biweekly basis, the total monthly amount of union dues and/or the fee equivalent will be divided equally among pay checks each month. New authorizations will be submitted to the Employer at least ten (10) days prior to the pay date for which deductions are to be made. Subsequent authorizations will be honored the following month. The Union agrees to indemnify and hold harmless the Employer from any and all liability arising out of the operation of this Article.

Article 3: Information Furnished to the Guild

Section 1. Employee Information

Annually, in January, the Employer shall provide the Guild's designated representative with information regarding all bargaining unit employees as set forth in this section. Such information shall only be used to conduct the business of the Guild. The Employer will also provide this information for all new hires, employees newly bargaining unit eligible, or employees reclassified within the unit within thirty (30) days of the official start date, or reclassification effective date, of these employees.

Information that shall be provided is:

- a) Name
- b) Hire date
- c) Job title and department
- d) Rate of pay (specifying hourly, exempt, or non-exempt)
- e) Full-time, part-time, or temporary status
- f) Date of Birth
- g) Race, ethnicity, and national origin (if known)
- h) Gender identity and preferred pronouns (if identified)
- i) Home address
- j) Personal and work email addresses
- k) Home, work desk, and mobile phone numbers

In addition, the Guild will be notified within thirty (30) days of any member leaving the unit.

Article 4: Guild Rights and Release Time for Union Responsibilities

Section 1. General Provisions

- a) Guild Orientation. The Employer will allow thirty (30) minutes as part of new hire orientation for the Guild to meet with each new hire eligible for membership in the bargaining unit. The Employer will notify the Guild's designated representative of each bargaining unit eligible new hire prior to their start date, as well as the date(s) and time(s) each new hire will attend new hire orientation.
- b) Contract Distribution. The Employer will make available a copy of this Agreement on its intranet site.

Section 2. Guild Use of Email

Guild representatives may use the Employer's email system, or other electronic communications systems, for Guild communications with employees. Members will be allowed to opt out of receiving such communication at their Duke email address.

Messages sent on the Employer email system will be restricted to the following categories:

1. Event invitations
2. Orientation information for new bargaining unit members
3. Announcements
4. Conversations between individual bargaining unit members and/or representatives concerning working conditions, grievances, or other union matters
5. Informational emails including, but not limited to, union elections and voting, changes to policy or working conditions, new labor-related legislation or judicial decisions.

Guild representatives will not send union-related messages using the dupyak or duplist email listservs. Further, all communications over Duke email will abide by the respect and dignity guidelines outlined in the preamble to this agreement, as well as Duke policies against harassment and creating a hostile working environment, in accordance with Duke policies and Article 9 of this agreement. Any and all such communications shall not interfere with the day-to-day business operations and productivity of the Employer and shall comply with the terms of the University policy entitled "Use of Computing & Electronic Resources Policy," which can be found here: <https://hr.duke.edu/policies/expectations/use-computing-electronic-resources>.

Section 3. Unit Representatives/Stewards

- a) The Guild will notify the Employer of its unit officers and stewards and of any changes to its list of officers and stewards.
- b) The Guild will also designate the lead points of contact between the Employer and the Guild, which will be up to two stewards or officers. By January 1st of each year, the union shall provide the Employer with a list containing the bargaining unit members who will serve in this role.
- c) Stewards will have the right to:
 - Represent bargaining unit employees who request Guild representation in investigatory interviews that may lead to discipline or discharge; and
 - Investigate and process grievances that arise from the imposition of discipline or discharge, or other alleged violations of this Agreement.
- d) The Employer will notify bargaining unit employees of their right to representation in advance of any investigatory interview or meeting. An employee may invoke their right to representation by a steward under this provision before the interview.
- e) The Employer will notify at least one of the designated steward-leads prior to the investigatory interview being held with such employees who request Guild representation. The Employer shall provide the time needed for the meeting.
- f) The Guild shall determine which steward will be assigned. The steward designated by the Guild to handle the particular investigation, interview, or grievance will be chosen based on availability, work-related deadlines, the importance of the issue, and the estimated time that will be necessary.
- g) Stewards will be permitted leave to perform Guild duties without any loss of pay, so long as it does not interfere with performance or critical, or time-sensitive, work duties. If a steward wishes to be released to assist with a particular matter, pursuant to the terms set forth in this Article, the steward must inform their supervisor and the Employer's Human Resources Director (or their designee) of the nature and place of the grievance prior to the date of release.
- h) The Employer will not prevent stewards from performing the duties described in this provision.

Article 5: Grievance & Arbitration

Section 1. Grievance Definition and Initiation

- **Grievance:** a dispute or controversy arising out of, related to or involving the interpretation, application, administration, or alleged violation of this Agreement.
- Disputes may be resolved through discussion between an employee, a Guild steward or other Union representative and the relevant supervisor, department head and/or the University's HR Department. The parties may take steps in good faith to resolve grievances before engaging with the formal grievance procedure. Whether or not such informal discussions take place shall have no effect on the time limits set forth below.
- A copy of any material intended to be used by a management or Union representative in the grievance procedure shall be given to the management representative, employee or Union representative involved, prior to the grievance meeting in order to make this process most effective and expeditious.

Section 2. Grievance Process

Step 1. Filing & Step 1 Grievance Hearing

- The Guild shall file grievances, in writing, with the employee's immediate supervisor, and the Employer shall file grievances, in writing, to the Guild steward within twenty (20) days after the grieving party knew, or the Guild steward or representative learns, of the existence of the facts and circumstances giving rise to the grievance.
- The Step 1 meeting will be held within ten (10) days after receipt of the grievance.
 - **Attendees:** (a) the grievant and/or a Guild steward and (b) the immediate supervisor
- The responding party shall give their written answer within ten (10) days following the meeting.
- Failure to respond within ten (10) days in writing shall be deemed a denial of the grievance by the responding party and the grievance may be moved to the next step in the process.

Step 2. Step 2 Grievance Hearing

- If the Step 1 answer is not acceptable, the grieving party may request a meeting with the appropriate representative from the other party within ten (10) days of receipt of the Step 1 answer.
- The Step 2 meeting will be held within ten (10) days after receipt of the request.
 - **Attendees:** (a) the grievant, (b) a Guild steward and/or Guild representative, (c) the Director of the Press (or their designee) and (d) the Assistant Vice President, Staff & Labor Relations (or their designee). The parties agree that the grievant is generally expected to attend the Step 2 meeting. However, both parties acknowledge and recognize that extenuating circumstances may prevent the grievant from attending the Step 2 meeting. When such extenuating circumstances arise, the parties will discuss all related concerns and may, ultimately, agree to excuse the grievant from participating in the Step 2 hearing. If the grievant is excused from such participation, the parties will proceed with the Step 2 hearing. The parties further agree that determinations regarding a grievant's desire to refrain from attending a Step 2 hearing will be made on a case-by-case basis and that all decisions to excuse a grievant from the Step 2 hearing are non-precedent setting.
- The responding party shall reply to the grievance within ten (10) days following the Step 1 meeting. Failure to respond, in writing, within ten (10) days shall be deemed a denial of the grievance by the responding party and the grievance may be moved to the next step in the process.
- A grievance concerning a suspension or discharge may be introduced at Step 2 of the grievance procedure and thereafter processed through the remaining steps of the grievance process, including arbitration (if necessary).

Arbitration

- If the Step 2 opinion and decision are not acceptable, then either party may, upon written notice to the other party, submit the grievance to arbitration within twenty (20) days of receipt of such opinion and decision.
- Failure to file such a demand by either party within the prescribed time period shall be considered a forfeiture of the party's right to pursue the grievance to arbitration.
- Demands for arbitration shall be heard on a rotating basis from among the following arbitrators: Martin Scheinman and Gary Kendellen.

- If an arbitrator from this list is not available within a reasonable timeframe, an arbitrator will be selected by requesting from the American Arbitration Association (AAA) a 7-member panel of regional arbitrators who are members of the National Academy of Arbitrators and who are also on the roster of the AAA. The arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator.
- The arbitration shall be governed by the Labor Arbitration Rules of the American Arbitration Association.
- The decision of the arbitrator shall be final and binding upon the Press, the Union and the employee or employees involved, subject to any appeals to confirm or vacate the award. The parties further agree that there shall be no strikes or any other form of suspension of work, nor shall there be any lockouts, over an issue in this grievance and arbitration procedure.
- The arbitrator shall have no authority to add to, subtract from, modify, change, or disregard any of the provisions of the Agreement.
- Each party bears its own costs in presenting the arbitration.
- The fees and other charges of the arbitrator shall be divided equally between the parties; no party is obligated to pay any part of the cost of a stenographic transcript without express consent.

Section 3. Meetings, Notices, Days, and Extension of Time Limits

- All “notices,” as used in this Article, must be in writing and hand-delivered or sent by email.
- All days set forth in this provision are weekdays (Monday through Friday), excluding Press-recognized holidays. In computing the time limits provided for in this Article, counting begins the day after the relevant event.
- The time limits for advancing grievances to each step of the grievance and arbitration procedure shall begin on the date of the responding party’s written response, at the earliest, or if the responding party has not responded, then at the time the response was due. Any grievance not carried to the next step by the grieving party within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition.
- The Guild may file policy, class, global, suspension, and/or discharge grievances.
- If the union files a grievance on behalf of two (2) or more employees, one (1) employee may be designated by the union to attend all steps of the grievance procedure.

- The grievance meetings shall be conducted on the Employer's premises, or virtually, on work time. The grievant and no more than one (1) Guild representative shall be excused from work to participate in grievance meetings. Any necessary and relevant witness shall be excused from work for the time required to provide their statement at the grievance meeting.
- The time limits set forth in this Article may be extended upon mutual agreement.

Article 6: Joint Labor-Management Committee

Section 1. Establishment

The Guild and the Employer recognize and jointly agree that it is in the best interests of the parties to provide for positive and cooperative dialogue in the workplace in a way that enhances the appropriate identification, discussion, and resolution of workplace issues and concerns including, without limitation, career growth and development. Therefore, a joint Labor/Management Committee ("LMC") shall be established, composed of up to three (3) bargaining unit members selected by the Guild and up to three (3) members of management selected by the Employer, including at least one (1) member of Press management. As required by the meeting agenda, additional members of the bargaining unit or Duke management may be invited to attend the relevant portion of meetings. Nothing in this article shall interfere with the operation of the Employer.

Section 2. Meetings

The LMC will meet no less than once per quarter for no more than two (2) hours unless mutually agreed to otherwise, with the goal of identifying and resolving issues of mutual concern. Such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances. LMC members will be excused from their work, without loss of pay, to attend LMC meetings. The parties may mutually agree to cancel a scheduled meeting or to hold fewer than four (4) meetings per year.

Article 7: Just Cause, Reconciliation & Progressive Discipline

Section 1. Just Cause

No permanent employee shall receive discipline except for just cause. An employee's right to Guild representation is set forth in Article 4, Section 3.

Section 2. Notification

The Press shall notify the employee and the Guild in writing of all discipline. Such notice shall cite the reasons for the discipline and effective date of discipline.

Section 3. Reconciliation

To promote healthy working relationships between employees and managers, when a conduct issue, conflict, or harm is identified by the Employer and/or an employee, the Press may practice a process of reconciliation, if appropriate. Counseling and reconciliation are not disciplinary.

Section 4. Progressive Discipline

a) The Press shall practice the principles of progressive discipline, which shall include:

1. Verbal warning
2. Written warning
3. Suspension
4. Termination

Under certain circumstances (e.g., performance deficiencies), corrective progressive disciplinary action may be taken in the steps listed above, following review of the incident. However, not all of these steps will apply in all cases, depending on the type and/or seriousness of the infraction, which may be grounds for immediate suspension and/or termination (e.g., theft; violence in the workplace; etc.).

- b) While instances of counseling, reconciliation, and verbal warnings will not be classified as a disciplinary action, the employee's supervisor will notate, in the employee's file, the date, time and problematic or concerning behavior(s) discussed during the counseling, reconciliation or verbal warning so that this information is documented and memorialized in the employee's personnel file. Counseling, reconciliation and verbal warnings cannot be grieved unless they are grieved as part of steps 2 to 4 referenced in Section 4(a) above.
- c) Upon request, a bargaining unit employee may also have a union representative present at an investigatory meeting which the employee reasonably believes will lead to their being disciplined or where discipline is to be administered.

Article 8: Employee Rights & Benefits Eligibility

Section 1. Benefits Eligibility

Except where otherwise specified, during the life of this agreement, bargaining unit members will be eligible for benefits on the same terms and conditions as other benefits-eligible, full-time and part-time employees of the University in accordance with the University's eligibility criteria, policies, plan documents, and insurance contracts. These benefits currently include, but are not limited to: current medical, dental, & vision benefit plans; Live for Life Employee Wellness program; reimbursement accounts; retirement accounts and other post-retirement benefits; employee tuition assistance and children's tuition grant programs; child and dependent care benefits; and life insurance and disability benefits. The Press will continue to provide these benefits on the same terms and conditions as provided to all other eligible Duke University staff members and the University reserves all of its rights to modify and/or terminate benefits.

To the extent those terms and conditions, including but not limited to plan designs and cost allocations, change for other University employees over the life of this agreement, the Union Staff Representatives will be notified as far in advance as possible, but at least two (2) weeks in advance of any new policy, or any change to an existing policy, that will materially affect employees unless the change is outside of the Employer's control or delaying the change will affect the health and safety of the bargaining unit members. The Employer will, upon request, meet and confer with the Guild prior to implementing a policy change. If the Employer and the Guild are unable to reach an agreement on the new policy or changed policy by the end of the notice period, the Employer has the right to implement its final proposal. The Employer will engage in effects bargaining with the Guild immediately following implementation.

Section 2. Non-Duke University Press Unpaid and Paid Activities

- (a) Employees shall be free to engage in any activities, including political and media activities, outside of work
- (b) The Employer will not interfere with the employee's outside rights to earn income from additional means of employment
- (c) Notwithstanding the above, all bargaining unit employees will comply with Duke's Policy on Dual Interest and Outside Activity.

Section 3. Social Media Activities

- (a) Employees shall not be required to use their personal social media accounts to conduct the Employer's business or operations.
- (b) No employee, supervisor or manager shall be requested or required to disclose a password, personal account name, and/or username to a personal social media site, personal email account, or other password-protected personal communications accounts, except where needed for workplace-related investigations (e.g., into alleged harassment; discrimination; or other violations of this Agreement).
- (c) No employee, supervisor or manager shall be required to disclose or show to the Employer or Guild the contents of their own or another employee's personal social media accounts, except as required in workplace-related investigations (e.g., into alleged harassment; discrimination; or other violations of this Agreement).
- (d) Except as provided above, the Employer will not search an employee's non-public social media accounts. However, this provision is not intended to cover publicly accessible information or to preclude the search of any data on any Employer-owned equipment.

Section 4. Surveillance

There shall be no unlawful surveillance of employees. Nor shall electronic supervisors, tape recordings, telephone monitoring systems, monitoring of employees' electronic files, voicemail or activity, internet browsing history, or similar procedures or devices be used by the Employer or the employees. However, the Employer has the right to access Employer-owned electronic communications systems and review communications within Employer-owned systems and accounts for reasons, including but not limited to, system maintenance; preventing or investigating allegations of system abuse or misuse; assuring compliance with copyright laws; complying with legal and regulatory requests for information; ensuring that the Employer's operations continue appropriately during an employee's absence; and as part of workplace-related investigations.

Article 9: Equal Employment Opportunity and Non-Discrimination

Section 1. Non-Discrimination

As set forth in the Employer's Policy on Prohibited Discrimination, Harassment, and Related Misconduct, Nondiscrimination Statement, Equal Employment Opportunity Policy, and Equal Employment Opportunity Statement, there shall be no discrimination or harassment against any employee because of the employee's actual or perceived race, religion, color, sex, gender identity and/or gender expression, sexual orientation, age, national origin, disability (including pregnancy), veteran status, familial or caregiver status (defined as the primary caretaker for an immediate family member¹ or extended family member²), protected hairstyle, genetic information, union membership status or union activities (including support for or opposition to the Union), or any other personal characteristic that is protected by applicable law, including, without limitation, Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C. § 1981, the Family and Medical Leave Act, the Equal Pay Act, North Carolina Equal Employment Practice Act, North Carolina Persons with Disabilities Protection Act, North Carolina General Statute §§ 127B-10-15 (prohibits discrimination against military personnel, 130A-148(i) (prohibits discrimination against employees with AIDS or HIV), Non-Discrimination Ordinance of the City of Durham, and any other applicable federal, state, or local laws, rules, or regulations either currently in effect or enacted in the future.

The Employer and the Union agree not to discriminate against or harass any bargaining unit employee based on these characteristics. The parties further agree not to retaliate against any employee who in good faith reports discrimination or harassment or who testifies, assists or participates in any investigation, proceeding or hearing involving a complaint of discrimination or harassment.

Section 2. Required Competencies to Work at an Organization Committed to Racial Justice, Equity, and Inclusion

Duke will continue to provide, diversity, equity and inclusion training for employees. All staff will strive to minimize harm to those in protected classes and maintain an environment that promotes success in the workplace. Section 3. Immigrant Rights

The parties recognize that questions involving an employee's work status or personal information may arise during the course of such employee's employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond their control. The parties agree to attempt to minimize the impact of such issues on both the affected employee and the Employer by working together to fairly resolve such issues while complying with all applicable laws. As appropriate, the Employer will make appropriate accommodations to

¹ For purposes of this Agreement, immediate family member shall be defined as: spouse, same-sex partner, children, parents, brothers, sisters, step-parents, step children, step-brothers and step-sisters of bargaining unit members.

² For purposes of this Agreement, extended family member shall be defined as: grandparents, great-grandparents, grandchild, great grandchild, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts and uncles of bargaining unit members.

employees regarding immigration issues, including appropriate paid and unpaid time off. The Press, as appropriate, will consult with the Guild.

Section 4. Disability Accommodations

This Agreement shall be interpreted to permit the reasonable accommodation of disabled employees as required by state and/or federal law, including the Americans with Disabilities Act (ADA) and the North Carolina Persons with Disabilities Protection Act. The policies and procedures administered by Duke's Disability Management System shall apply to all employees covered by the terms of this Agreement who seek to request an accommodation. If it is determined that the reasonable accommodation is reassignment, and such reassignment requires additional training, the Press will provide the employee with the appropriate training and training materials.

Article 10: Employee Professional Development

Section 1. Professional Development

The University shall maintain a Professional Development Fund available for use by bargaining unit employees only. The amount of \$15,000.00 shall be designated for the fund each fiscal year. Any unused dollars remaining in this Professional Development Fund at the end of one fiscal year will not roll over to the next fiscal year.

Bargaining unit employees who have completed their probationary period may apply for professional development funding, which may be used for career development activities or materials, including E&I workshops, conferences, technical trainings and networking events. Professional development funds shall be used exclusively to support attendance at a professional conference or other relevant professional development activity related to the employee's current or future work and professional activity at the Press. Any and all such requests must be submitted to, and approved by, the Director of the Press (or their designee).

If use of the professional development funds is approved for a bargaining unit employee, the bargaining unit employee must provide documentation of expenses immediately following the conclusion of the professional development activity for which the funds were requested. Bargaining unit employees may not receive more than the maximum annual allotment each fiscal year from the Professional Development Fund. The maximum amount of professional development funds available for an individual bargaining unit employee shall be \$500 per fiscal year.

Section 2. Performance Evaluations and Planning (PEPs)

During the annual Performance Evaluation and Planning (PEP) process, an employee may request a meeting to discuss their PEP form with their direct supervisor and have a union steward present before signing to acknowledge receipt of the evaluation form.

Article 11: Hiring

The Employer shall notify all bargaining unit employees, by email, of job postings for vacancies in existing bargaining unit positions or newly created unit positions. The Employer shall internally post these positions for five (5) business days before posting externally.

All internal applicants who apply to an open bargaining unit position will receive an interview provided such employees meet the minimum qualifications for the position. Any internal candidate who is not selected for a position they interview for may request a meeting with HR and/or the hiring manager in order to receive feedback on their candidacy, as well as counseling on areas where they need further development and growth.

The candidate's manager and department head shall not be notified of their internal application, unless they are a part of the hiring committee for the open position.

Article 12: Reduction in Force and Severance

Section 1. Notice of Reduction in Force

When a reduction in force is necessary, the Employer will notify the Guild and the employees to be laid off sixty (60) calendar days in advance. After notification, the Employer must meet and confer with the Guild to consider possible alternatives to the prospective layoff, and hold an all-staff discussion to consider possible alternatives to the prospective layoff. In addition, the Employer will make reasonable efforts to consider, and if appropriate place, eligible and qualified staffers in other appropriate jobs at the Press or, if that is not possible, in other appropriate areas of the University, taking into account business needs, special skills, performance, qualifications and seniority.

In the event of a reduction in force, employees within the impacted unit, group or department (as may be applicable) shall be selected in reverse seniority order by job classification and position, unless there is an outstanding business need, including considering special skills, performance and qualifications, that cannot be filled by a more senior employee. Where other factors are similar, seniority shall govern.

Section 2. Severance Pay

Employees who are directly affected by a reduction in force will usually work until the effective termination date set forth in the written notice of layoff. However, employees may stop working on the day they receive notice or at any time during the 60-day notification period. If the impacted bargaining unit member elects to stop working prior to the effective termination date specified by the Employer within the sixty (60) day notice period, the employee's pay will stop at the time they stop working. However, if the Employer determines that the impacted bargaining unit member should stop working prior to the effective termination date specified by the Employer within the sixty (60) day notice period, the employee will receive the balance of the pay they were entitled to receive if they had worked for the entire sixty (60) day notice period, in addition to their severance pay (as calculated below).

Any employee laid off for economic or other reasons (and not discharged for cause), shall receive one (1) week's base pay for each completed year of credited service. Severance pay will be a minimum of two (2) weeks' pay and a maximum of twenty-six (26) weeks' pay. Eligibility for severance pay under this Article is limited to employees who have completed their probationary period of employment. This severance payment will be conditioned on employee signing a separation agreement and general release of claims in a form provided by the Employer, and the employee complying with all employment and post-employment obligations therein.

Severance pay will be mailed to laid off employees or, for those with direct deposit, credited to their bank account on their regularly scheduled payday. Severance pay will be prorated in the event that the laid off employee returns to work at the University within the severance period.

Health insurance coverage may be continued by the employee with Employer contributions for the period of layoff, not to exceed six (6) months, provided the employee pays their share of the premiums. COBRA will apply after this period of health coverage, at the employee's sole expense. Employees eligible for the Children's Tuition Grant Program as of their termination date due to a lay-off, will continue to be eligible for assistance for up to two semesters of study, provided that each semester begins within 12 months of the termination date. This is subject to the individual limits on the number of semesters for which tuition grants are available under the program as well as the other terms and conditions of the Children's Tuition Grant program.

Article 13: Remote & Telework

For individuals in positions that were categorized as remote work positions prior to ratification of this contract, these individuals may continue to have their positions categorized as remote through the duration of this contract, unless the Employer demonstrates a substantial business need for the position to become hybrid or in person. New employees or employees wishing to change their primary work location must request a remote work arrangement with their supervisor. If the employee's position and assigned job responsibilities are compatible with a remote work arrangement and the employee's position and the work the employee performs can be adequately supported remotely, the supervisor will endorse the employee's request to the Director of the Press or their designee. All requests for remote work arrangements must be approved by both the Director of the Press and the Vice President of Human Resources, or their respective designees. With prior approval of their supervisor based on business needs, and subject to restrictions based on applicable law, including without limitation tax and immigration law, remote workers may temporarily work remotely from any domestic location for up to ten (10) business days; this period may be extended by the employee with approval of their supervisor. The Employer may change a bargaining unit position's primary work location if business needs require a change in the remote work categorization if the position is vacant.

Once approved, remote work arrangements will be subject to the University's Remote Work Arrangements Guidelines and Remote Work Outside of NC, as may be amended by the University, in its sole and absolute discretion, including without limitation with respect to where remote employees may live, work performance expectations, home-office requirements regarding safety and security, in-office presence requirements, and the provision of equipment. The Employer will, upon request, bargain in good faith with the Guild prior to implementing a policy change.

The Employer reserves the right to request that bargaining unit employees working in positions categorized as remote work positions report onsite for work-related activities, including without limitation mandatory training and in-person meetings. For bargaining unit members who must travel more than 100 miles from their primary work location to attend a mandatory on-site training or in-person meeting, the Employer will reimburse the employee for the reasonable cost of travel, meals and/or lodging required to attend. The employee will be required to provide appropriate documentation to support such reimbursement requests.

If an employee requires other equipment to perform their job function, including, but not limited to, external monitor(s), mouse and/or keyboard, desk, desk chair, standing desk, or other ergonomic equipment, the employer will provide this equipment.

Employees who designate the current Press offices as their primary work location, as well as those who work at least 1 day per week from the Press offices, will be provided with free parking within a reasonable distance of the office, as long as the Press remains in its current Brightleaf location. The Employer will provide additional parking spaces for use by remote employees on an as-needed basis at no cost.

Article 14: Workload

Section 1. Hours

The normal work week will be 40 hours, Monday through Friday.

Core hours are 10:30 am to 3:30 pm, Monday through Friday. In addition, each department will have the option to designate one meeting-free day per week, however, no department is obligated to do so.

Employees who would like their work schedule to be outside of core hours may discuss their schedule with their supervisor. Requests for alternative work schedules will not be unreasonably denied, subject to business needs.

Section 2. Overtime

Any non-exempt Employee who works overtime will be compensated at the rate of one and one-half times the Employee's normal hourly wage rate for all time worked in excess of forty (40) hours each work week, unless otherwise required by applicable law.

Full-time exempt Employees who work any number of hours on evenings, outside of their normal working hours, weekends, or holidays shall be permitted, in accordance with operational needs, to speak to their supervisor to request prior approval for a schedule adjustment. If such approval is granted, supervisors will work with employees to ensure they can take advantage of the approved adjusted schedule within 30 days. Requests for alternative work schedules will not be unreasonably denied.

If any employee is regularly required to work in excess of their normal working hours, their supervisor shall discuss with the employee a plan to reduce their workload such that it can be reasonably accomplished within a forty (40)-hour work week. Such a plan shall not remove or reduce any responsibilities to the point that it interferes with career development or fundamentally alters the nature of the position.

Section 3. Vacancies

If an employee's work plan or workload substantially increases due to a vacancy of a member of their team and the vacancy exists for more than sixty (60) working days, the department director will develop a vacancy plan that addresses the distribution of the work of the vacated position. In cases where that plan requires adjustment of an employee's work plan or responsibilities, supervisors will discuss those adjustments with the employee and attempt to avoid unnecessary overtime.

Article 15: Paid Time Off and Leave

Section 1. Vacation

- The Employer shall provide paid vacation to all employees in the bargaining unit.
- Employees shall accrue vacation on the same basis, and upon the same terms and conditions, as other eligible Duke University staff pursuant to the Holidays, Vacation & Sick Time (University Employees) policy and consistent with the chart below:

Hourly-Paid Employees

Hourly-Paid Employment Status	Completed Years of Service	Expected Annual Days Earned	Expected Annual Hours Earned	Earned Hours Per Pay Period
Full-Time*	Less than 4 years	30	240	9.23
Full-Time*	4 years but less than 9 years	35	280	10.76
Full Time*	9 years or more	40	320	12.3
Abbreviated Schedule**	Earn vacation on a pro-rated basis	Earn vacation on a pro-rated basis	Earn vacation on a pro-rated basis	Earn vacation on a pro-rated basis
Part-Time***	Not eligible for vacation	Not eligible for vacation	Not eligible for vacation	Not eligible for vacation

**Scheduled to work eighty (80) hours each two-week period*

***Scheduled to work at least twenty (20) but less than forty (40) hours per week (or eighty (80) hours per biweekly pay period)*

****Scheduled to work less than twenty (20) hours per week*

Monthly-Salaried Employees

Monthly-Salaried Employment Status	Completed Years of Service	Expected Annual Days Earned	Expected Annual Hours Earned	Earned Hours Per Pay Period
Full-Time*	Less than 4 years	35	280	2.916 days, 23.33 hours
Full-Time*	After 4 years	40	320	3.33 days, 26.66 hours
Abbreviated Schedule**	Earn vacation on a pro-rated basis	Earn vacation on a pro-rated basis	Earn vacation on a pro-rated basis	Earn vacation on a pro-rated basis
Part-Time***	Not eligible for vacation	Not eligible for vacation	Not eligible for vacation	Not eligible for vacation

**Scheduled to work forty (40) hours or more each week*

***Scheduled to work at least twenty (20) but less than forty (40) hours per week (or eighty (80) hours per biweekly pay period)*

****Scheduled to work less than twenty (20) hours per week*

- Employees must discuss with, and receive approval from, their supervisor prior to taking vacation. Where possible, employees must provide their supervisor with advanced notice that is at least equal to the number of vacation days that they will be using.
- Vacation days which have been accrued but are unused will be paid out on the same basis, and upon the same terms and conditions, as such leave is paid out to other eligible Duke University staff at their time of separation from employment.

Section 2. Holidays

Bargaining unit employees will be eligible for the following University-recognized paid holidays, including:

- New Year's Holiday
- Martin Luther King Jr. Holiday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Bargaining unit employees will remain eligible to receive and utilize the discretionary holidays the University provides, in accordance with the University's Holiday Policy for University Staff.

Section 3. Sick Leave

- Each staff member is entitled to sick leave on the same basis, and upon the same terms and conditions, as other eligible Duke University staff pursuant to the Sick Leave Policy for University Staff and in accordance with applicable federal, state and local law.
- Upon request to a bargaining unit member's supervisor, and subject to their approval (which will not be unreasonably denied), an employee does not need to take vacation time or sick leave for medical or dental appointments that take less than 2 hours. A supervisor may require that any missed work be timely completed.

Section 4. Parental Leave

Each bargaining unit employee is entitled to paid parental leave on the same basis, and upon the same terms and conditions, as other eligible Duke University staff, pursuant to the Paid Parental Leave Policy, and in accordance with applicable federal, state and local law.

Section 5. Bereavement Leave

- Employees are eligible to take advantage of up to five (5) consecutive work days of paid bereavement leave for the death of a member of their immediate family (defined as the employee's spouse, child/stepchild, parent/step-parent, brother/step-brother, sister/step-sister, grandparent or grandchild). These consecutive days of bereavement leave can be taken at the staff member's convenience as long as one of the days includes either the day of death or the day of the funeral.
- Employees are eligible to take advantage of up to three (3) consecutive work days of paid bereavement leave for the death of the following other family members (parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle). These consecutive days of bereavement leave can be taken at the staff member's convenience as long as one of the days includes either the day of death or the day of the funeral.
- In many cultures and situations, five (5) consecutive work days may be insufficient. As such, employees can discuss taking additional bereavement leave with their supervisor as needed. Such requests will not be unreasonably denied. Additional bereavement leave beyond the five (5) consecutive days referenced above shall be charged against accrued vacation. In the event the employee does not have sufficient accrued vacation time, an unpaid leave of absence may be granted.

Section 6. Leave Savings Clause

In the event that Duke University makes changes to any leave policy, bargaining unit members will be eligible to receive that improved benefit on the same basis, and upon the same terms and conditions, as other eligible Duke University staff pursuant to that policy.

Article 16: Relocation Stipend

The Employer may provide any newly hired employees who are required to relocate with a relocation stipend. Annually, upon the Union's request, in writing, to the DUP Director, or their designee, the Employer will provide the Guild with a list of relocation stipends provided, along with justification for any denied relocation stipend request.

Article 17: Wages

Section 1. Established Wages

Under this article, no employee will have a reduction in wages upon implementation of the contract. Wages in this Agreement will go into effect, on a prorated basis, beginning on the first payroll period following July 1, 2024.

Section 2. One-time salary increase

In the first payroll period on or after April 1, 2025, bargaining unit members will receive a one-time increase to their salary as follows:

- Bargaining unit members making less than \$50,000 per year in annual salary will receive a one-time salary adjustment of \$2,000.
- Bargaining unit members making more than \$50,000 per year in annual salary will receive a one-time salary adjustment of \$1,000.

Section 3. Annual Increases

Salaries, minus applicable taxes and authorized deductions, shall be increased as follows:

- Effective on the first payroll period following the ratification of this Agreement by the Union, salaries shall increase by 3.25%. This increase shall not be subject to the grievance and arbitration provisions of this Agreement.
- Effective July 1, 2025, salaries shall increase by 2.5%
- Effective July 1, 2026, salaries shall increase by 2.75%

Section 4. FLSA Compliance

To the extent the Fair Labor Standards Act, or its implementing regulations or interpretations, is amended or otherwise changed on or after January 1, 2025, the Employer may adjust the salaries of bargaining unit members to ensure that they retain their exempt or non-exempt status consistent with the new statute, regulation, interpretation, or other applicable law as the Employer deems appropriate.

Section 5. New Hires

The Employer will place new hires in the appropriate job classification.

Section 6. Current Employees

Upon the Employer's or union's request, any current employee will be provided with the information concerning their placement in the appropriate job classification and invited to correct

any errors in past employment history or provide a record of additional work experience not included in the calculation.

Article 18: Career Growth

Section 1. Annual Reporting

Both parties acknowledge the importance of supporting growth at all stages of an Employee's career. To this end, the Labor Management Committee will annually discuss career growth, as they deem appropriate. In addition, no later than sixty (60) days after the start of each fiscal year, the Employer will provide the Guild with the following information:

1. A list of all vacancies filled in the past fiscal year, including job classification level, and whether the vacancy was filled by an internal or external candidate.
 - a. If a non-entry-level vacancy was filled by an external candidate, the Employer should indicate whether or not there were internal candidates for the position, and what additional training or skill development those internal candidates should pursue to aid future candidacies.
2. A list of all approved reclassifications of bargaining unit members from the past fiscal year.
3. A list of all denied reclassifications of bargaining unit members from the past fiscal year, including reasons that the reclassification was denied.

Section 2. Reclassification Guidelines

To support transparency around career growth possibilities for all bargaining unit members, the Employer will make available within one (1) year of signing this contract the following information for all bargaining unit positions:

1. Whether there is an established path for vertical growth from the position (promotion or reclassification to a higher job level within the same department).
2. If reclassification from the position is not possible, what kind of training would be needed to support employees in the position in a lateral move that would offer opportunities for growth.
3. If reclassification from the position is possible, details on how this reclassification can be pursued, including:
 - a. How many employees the Press can support at the reclassified position and how many employees currently hold that position.
 - b. What the benchmarks to be considered for reclassification are, including, if applicable:
 - i. Expected time served in current position
 - ii. Any seniority considerations
 - iii. Additional responsibilities to be taken on before reclassification
 - iv. Other milestones, accomplishments, or growth benchmarks expected
 - v. Procedure to be considered for reclassification

- c. Expected timeline and process for reclassification after these benchmarks are met.

The Employer will provide the same information within a reasonable timeframe for any new bargaining unit positions established after the signing of this contract, or any changes to promotion paths or benchmarks for current bargaining unit positions.

Section 3. Reclassification Timeline

When an employee is eligible for promotion, the employee and the Union Staff Representative will be provided a timeline for approval.

If the Employer establishes a standard annual timeframe for promotions, a deadline for consideration and expected date of approval will be determined and communicated to the Guild and the Union Staff Representatives.

Article 19: Probationary Period

Newly hired or rehired employees shall be considered probationary for a period of ninety (90) days from the date of employment. Upon written notice to the employee and the Union, the Employer, in its discretion, may extend the probationary period of any employee by up to an additional thirty (30) continuous days of active employment.

During the entirety of their probationary period, or any extensions thereof, employees may be disciplined and/or terminated, with or without cause, and shall have no recourse to the grievance and arbitration procedure in Article 5.

Article 20: Non-Discrimination Procedure

Section 1: Mandatory Mediation

- (a) Once an employee covered by the terms of this Agreement comes forward with any Claim(s), defined as any claim alleging illegal discrimination/harassment/retaliation under any of the authorities cited in Article 9, as well as claims alleging violations of the federal Fair Labor Standards Act, Family and Medical Leave Act, North Carolina General Statutes, and any other federal, state, or local laws, rules, or regulations concerning wage and hour issues, family or medical leave, military leave, or any other time off issues (collectively, "Claims"), and before any action is commenced in federal or state court, the parties will engage in a formal mandatory mediation step prior to the Claims possibly proceeding to either arbitration or litigation in Court, as set forth below. The goal of mandatory mediation is to hear and voluntarily resolve by a facilitated settlement discussion Claims without resort to arbitration or litigation in Court.
- (b) The Union and/or employee and the Employer shall select a mediator from the American Arbitration Association's (AAA) Labor Arbitration or the parties may choose from the Employment Law Panel in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures. The fees and expenses of the mediator shall be shared equally by the Employer and the Union. Each participant will bear their own attorneys' fees and costs.

Section 2: Election of Arbitration or Litigation of Claims

- (a) Where an employee's Claim(s) (as defined herein) are not resolved in mandatory mediation, employees covered by the terms of this Agreement with Claims may irrevocably elect in writing that their Claim(s) shall be subject to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and once such an election has been made, the employee shall not file suit or seek relief in Court.
- (b) Alternatively, if the employee elects to litigate their Claims in the federal, state or local courts ("Courts") they shall no longer be able to utilize this Agreement's grievance and arbitration procedure for such Claims unless the parties to this Agreement so agree and the employee's Court action is appropriately discontinued with prejudice.
- (c) Employees who raise any Claims will be informed in writing of this irrevocable election and provided with appropriate election forms jointly approved by the Employer and the Union. This provision shall apply to Claims arising out of events occurring before and/or after the effective date of this Agreement.

Section 3: Procedure for Arbitration of Claims

- (a) Employees who elect to bring Claims to arbitration, as described above, pursuant to the grievance and arbitration procedure under this Agreement may do so on an individual basis only; no Claims may be asserted on a multi-party or class basis unless otherwise agreed to by the Employer and the employee, although the Union can bring multi-party or class Claims.
- (b) Arbitrators shall apply applicable law with respect to liability and damages (including, without limitation, compensatory damages, attorneys fees and the same remedies as could be awarded by a federal judge) as it would be applied by the appropriate court in rendering decisions on Claims covered by this Article. Arbitrators hearing Claims must be attorneys with employment law experience.
- (c) Arbitrators shall be selected from the AAA's Labor Arbitration Rules or Employment Law Panel by the Union and/or employee and the Employer in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures. The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union. Each party will bear their own attorneys' fees and costs.

Section 4: Availability of Other Forums

Nothing herein shall preclude the filing or adjudication of any statutory claim at any time (i) before the Equal Employment Opportunity Commission ("EEOC") or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) before the National Labor Relations Board ("NLRB"). Nor shall an employee be required to submit a claim involving sexual harassment and/or sexual assault to arbitration, but they may elect to do so.

Article 21: Management Rights

Section 1. Reservation of Management Rights

The parties agree that management of the Press is vested exclusively in the Employer. Accordingly, the Employer reserves and retains each of the rights, management functions, privileges and prerogatives which it would have in the absence of this Agreement, except to the extent such rights, management functions, privileges and prerogatives have been abridged by an express provision of this Agreement. These Management Rights are retained and vested exclusively in the Employer and may be exercised by the Employer.

Section 2. Illustration of Management Rights

Except as hereinafter provided, and subject to this Agreement and past practices, management rights hereby reserved and retained by the Employer shall include without limitation the right to determine, modify, control, implement and effect the Press's mission, programs, publications, objectives, activities, resources, and priorities; to direct, modify and control Press operations; to establish, maintain, or discontinue personnel, budgetary and financial policies, practices and procedures for the conduct of the business; to determine, and from time to time redetermine the number, location and types of its operations, and the methods, processes, equipment, technologies, and materials to be employed; to restructure and reorganize its operations; to have sole editorial oversight and to exercise sole authority on all decisions involving editorial content for all or any part of the Press's operations; to discontinue the process or operation in whole or in part, or to discontinue the performance of such methods by employees of the Employer, and to contract out any or all such operations; to transfer, sell or otherwise dispose of its business in whole or in part; to select and to determine and, from time to time, redetermine the number and types of employees required; to determine the qualifications of employees; to determine the amount of overtime to be worked; to assign work to such employees in accordance with the requirements determined by management; to determine the work to be done and the performance, conduct, order, and safety standards to be met by employees covered by this Agreement; to direct and supervise employees; to evaluate the performance of employees; to establish and change work schedules and assignments; to recruit and hire, and to establish, eliminate, or change classifications; to promote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make, modify, rescind, and enforce reasonable rules for the maintenance of discipline, the protection of life and property, and the efficient and proper conduct and management of its business; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take such measure as management may determine to be necessary for the orderly conduct or economical operation of the Press.

Article 22: Strikes and Lockouts

Section 1. No Strike

It is therefore agreed that during the term of this Agreement, or any written extension of this Agreement, neither the Union (including any agents of the Union), nor any bargaining unit employee, will directly threaten, instigate, authorize, establish, or participate in any primary strike, sympathy strike, unfair labor practice strike, picketing, work stoppage, work slowdown, concerted failure or refusal to perform assigned work, or any other such interference with or interruption of any of the University's services or operations.

Subject to the terms of this Agreement, an employee has the right to engage in protected concerted activities pursuant to Section 7 of the National Labor Relations Act, including informational picketing. Employees shall not be subject to discipline for engaging in protected concerted activity in their expression of their First Amendment right to support labor or other causes, provided that such activity (i) is engaged in during non-working time in a way that will not disrupt the Employer's operations and (ii) does not include any unlawful secondary activity or other unlawful misconduct. Employees shall be free to engage in any lawful personal activities, including political and media activities, outside of work and outside of the Employer's premises.

Section 2. Penalty

Any bargaining unit employee who participates in any activity prohibited by this Article shall not receive any payments the employee would otherwise be entitled to under this Agreement and shall be subject to discharge or such lesser discipline as the Employer, in its sole discretion, shall determine.

Section 3. Union's Responsibility in Case of Violation

In the event that any employee violates the prohibitions identified in Section 1, above, the Union shall immediately inform such employee through all reasonable means that such action is prohibited under this Agreement and that such employee should cease such action and return to full, normal, and timely work. The Union shall also distribute to the employee and the Employer a written notice, signed by an officer of the Union, stating that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the Employer that there has been a violation of this Article.

Section 4. No Lockout

The Employer agrees that there shall be no lockout during the term of this Agreement or any written extension thereof.

Section 5. Expedited Arbitration

Any party alleging a violation of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

- A party invoking this procedure shall notify Martin Scheinman or Gary Kendellen; who shall alternate (beginning with Martin Scheinman) as Arbitrator under this expedited arbitration procedure. If Arbitrator Scheinman is not available to hear the matter within twenty-four (24) hours of notice, Arbitrator Kendellen shall be called. If neither arbitrator is available within a reasonable timeframe, an arbitrator will be appointed in accordance with Rule E2 (Appointment of Neutral Arbitrator) under the AAA's Expedited Labor Arbitration Procedures within forty-eight (48) hours.
- Copies of such notification will be simultaneously sent to the other party.
- The Arbitrator shall thereupon, after notice as to time and place to the parties, hold a hearing within forty-eight (48) hours of receipt of the notice invoking the procedure or as soon thereafter as is possible if it is contended that the violation still exists unless otherwise agreed by the parties. The hearing will not, however, be scheduled for less than twenty-four (24) hours after the party invoking this expedited process has notified the other party of the alleged violation of this Article.
- All notices pursuant to this Article may be provided by electronic-mail, telephone, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Employer, and Union. The hearing may be held on any day including Saturdays or Sundays. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator unless otherwise agreed by the parties.
- The sole issue at the hearing shall be whether a violation of Section 1 or Section 4, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue whatever order they deem appropriate and serve copies on the Employer and Union. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Award. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the parties waive their right to a hearing and agree that such proceedings may be *ex parte*, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- The fees and expenses of the Arbitrator shall be equally divided between the Employer and Union.

Section 6. Arbitration of Discharges for Violation

Procedures contained in Article 5 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 5 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

Section 7. Judicial Remedies

In the event of conduct in violation of this Article, the parties may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to them.

Article 23: Duration of Agreement

This Agreement shall be effective on the date of ratification of this Agreement and remain in full force and effect for three (3) years, up to and including the last day of this Agreement, as specified herein (the "Expiration Date"). At any time within ninety (90) days prior to the Expiration Date, the Employer or the Union may initiate negotiations for a new Agreement.

If negotiations do not result in a new Agreement within thirty (30) days after the Expiration Date, the Agreement shall be made retroactive to the 30th day after expiration.

Article 24: Severability

It is the intention of the parties that all parts of this Agreement be consistent with any and all applicable federal, state or local laws or regulations, now in place or subsequently enacted, and that all provisions contained herein are separable. If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, or if any provision of this Agreement, in whole or in part, is in conflict with any applicable law or court or administrative order or ruling, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties to it for the duration of the Agreement. In such an event, the parties will meet and bargain in good faith for the limited purpose of conforming the illegal, void, invalid, or conflicting provision to the law, order, or ruling.

Article 25: Waiver & Entire Agreement

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by the provisions hereof.

Duke University Press Workers Union,
NewsGuild-CWA's Washington-Baltimore
Local 32035

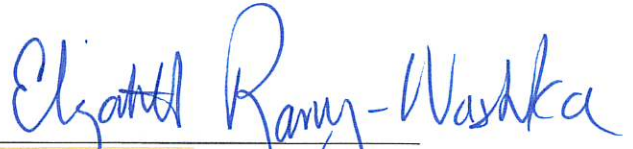


[INSERT NAME]

Cat Astley, WBNG ED

Date: 7/12/24

Duke University Press



[INSERT NAME]

Elizabeth Ramirez-Washka

Date: 7/16/24

Duke University Press Signing Statement: The Press is signing this draft of the Collective Bargaining Agreement under protest only as to the demonstrative charts in Article 15, Section 1 (Vacation), and demands that the Union execute the Agreement containing the correct charts in Article 15, Section 1, as shared with the Union in Attachment C of the Letter to Cetewayo Parks from Paul Salvatore dated July 9, 2024, ("July 9, 2024 Letter") and attached hereto as an Appendix (Article 15, Section 1).

The Press is signing this Agreement under protest as the Union is unlawfully insisting that the Press execute an agreement that does not incorporate the agreement reached by the Parties in Article 15, Section 1 regarding Vacations. Specifically, as explained below and in the July 9, 2024, Letter, while the Union is insisting that the Press execute the attached agreement, the demonstrative charts in Article 15, Section 1 contain a typographical error known to the Union in advance of ratification. Instead, the agreement reached by the Parties incorporates the accrual terms and conditions from the Holidays, Vacation & Sick Time (University Employees) policy, which was produced to the Union on May 20, 2024, and can be found at <https://hr.duke.edu/benefits/time-away/university/>. The Press is therefore signing this Agreement under protest with the understanding that it reserves all rights to file an unfair labor practice charge to resolve this dispute in order to execute an agreement that accurately incorporates the Parties' agreement.

The Press concurrently requests bargaining with the Union concerning the chart in Article 15, Section 1 of the Agreement.

APPENDIX

(Article 15, Section 1)

Article 15: Paid Time Off and Leave
Revised Pages 26-27

Section 1. Vacation

- The Employer shall provide paid vacation to all employees in the bargaining unit.
- Employees shall accrue vacation on the same basis, and upon the same terms and conditions, as other eligible Duke University staff pursuant to the Holidays, Vacation & Sick Time (University Employees) policy and consistent with the chart below:

Hourly-Paid Employees

Hourly-Paid Employment Status	Completed Years of Service	Expected Accrual: Hours/Pay Period	Expected Accrual: Days/Year	Maximum Accrual: Days
Full-Time**	Less than 4 years	3.077	10	20
Full-Time*	4 years but less than 9 years	4.615	15	30
Full Time*	9 years or more	6.154	20	40

***Scheduled to work eighty (80) hours each two-week period*

Monthly-Salaried Employees

Monthly-salaried Employment Status	Job Level & Family	Completed Years of Service: Monthly-salaried	Expected Accrual: Days/Pay Period	Expected Accrual: Days/Years	Maximum Accrual: Days
Full-Time***	Level 10	Less than 8 years	1.25	15	30
Full-Time***	Level 10	More than 8 years	1.67	20	40
Full-Time***	Levels 11 to 13 or band C in job family 08	Less than 6 years	1.25	15	30
Full-Time***	Levels 11 to 13 or band C in job family 08	More than 6 years	1.67	20	40
Full-Time***	Levels 14 and 15 or band D in job family 08	Less than 3 years	1.25	15	30
Full-Time***	Levels 14 and 15 or band D in job family 08	More than 3 years	1.67	20	40

Full-Time***	Level 16 to 25 or band E & F in job family 08	Less than 1 year	1.25	15	30
Full-Time***	Level 16 to 25 or band E & F in job family 08	More than 1 year	1.67	20	40

***Scheduled to work 40 hours or more each week

- Employees must discuss with, and receive approval from, their supervisor prior to taking vacation. Where possible, employees must provide their supervisor with advanced notice that is at least equal to the number of vacation days that they will be using.
- Vacation days which have been accrued but are unused will be paid out on the same basis, and upon the same terms and conditions, as such leave is paid out to other eligible Duke University staff at their time of separation from employment.