

STIPULATION OF AGREEMENT made and entered this 12th day of March 2021, by and between The Asian American Writers Workshop (“AAWW”) and Local 2110 UAW, AFL-CIO (“Union”).

1. Term:

The collective bargaining agreement shall be for a term from January 1, 2021 up to and including December 31, 2022.

2. Recognition:

- A. It is hereby agreed that the Asian American Writers Workshop (“AAWW” or “Employer”) will recognize the Technical, Office and Professional Union, T.O.P. Local 2110 UAW (“Local 2110” or “Union”), as the exclusive collective bargaining representative for all full-time and regular part-time employees of the Employer, excluding employees who are Managerial, Supervisory, Confidential, or the Executive Director within the meaning of the National Labor Relations Act.
- B. It is understood and agreed that the present inclusion of positions in the unit shall not preclude either AAWW or the Union from later seeking the exclusion or inclusion of any positions under the standards established by the National Labor Relations Board (NLRB). In the event of a dispute, either party may file a petition for unit clarification with the NLRB, or should the Union and AAWW agree to resolve the dispute through arbitration, the arbitrator shall resolve the issue by applying the NLRB standards. New positions which may hereafter be created by AAWW shall be included or excluded from the unit based on the NLRB standards.

3. Union Security and Checkoff:

- A. As a condition of continued employment, all employees covered by this agreement shall become and remain members in good standing in the Union no later than thirty (30) days after the effective date of this agreement. It shall also be a condition of employment that all employees covered by this agreement hired after the effective date of this agreement become and remain members in good standing no later than thirty (30) days from their date of hire.
- B. Upon notice from the Union, AAWW will deduct all Union membership dues from all employees who have signed the Union’s form authorizing dues deductions. The Union shall provide AAWW with the written authorization from the employees. AAWW shall notify the Union of any revocation of dues authorization received by it.
- C. AAWW agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed an “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form (hereafter “V-CAP form”). Deductions shall be made only in accordance with the provisions of and in the amounts designated in said V-CAP form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck. A properly executed copy of the V-CAP form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder shall be delivered to AAWW before any such deductions are made. Deductions shall be made thereafter only under the applicable V-

CAP forms which have been properly executed and are in effect. AAWW agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, UAW. AAWW further agrees to furnish UAW V-CAP with the names of those employees for whom deductions have been made.

- D. The Union agrees that it will indemnify and hold harmless AAWW from any recovery of damages sustained by reason of any action taken under this section.

4. Union Activity:

- A. AAWW will not unreasonably deny requests for unpaid leave of up to one week for bargaining unit members to attend training and conferences. AAWW may limit the number of bargaining unit members who request the same time off to attend trainings and conferences. AAWW shall continue its present practice of exercising its discretion in granting union requests for meetings during work time. Such requests shall not be unreasonably denied.
- B. The union may select one Unit Chair from among the unit membership. If the Unit Chair works at least 3 days per week, the Unit Chair will be released with pay for up to 1 hr per week for union activities.

5. Information to the Union:

- A. AAWW will provide the name, address, phone number, e-mail address, marital status, salary, position, and department upon hire or change in status of unit members within 30 calendar days of the hire or change of status.
- B. AAWW provide notice 30 calendar days or as soon as practicable prior to the creation of a new working position or title.

6. Orientations

AAWW will create an onboarding process to welcome new staff at the start of their employment. AAWW will allow for the Union to meet with new unit members for up to one (1) hour of time during this onboarding process

7. Sexual Harassment:

AAWW will work to prevent sexual harassment and will post its policy on sexual harassment prominently. Grievances regarding sexual harassment may be taken up at the second step of the grievance procedure.

8. Non-Discrimination:

AAWW is committed to an inclusive work environment with a respect for difference and a dedication to fairness; AAWW recognizes that proactive efforts are required to ensure the well-being of the staff in this regard. AAWW will not discriminate on the basis of race, medical and mental health history, ethnicity, gender identity, gender expression, economic status, religion, creed, sexual orientation, disability, immigration status, Union activity, marital and/or partnership status, parental status, familial status, caregiver status, status as a victim of domestic violence, citizenship, national origin or alienage, ancestry, genetic information, size, age, military or veteran status, arrest record, status as a sex worker, or any other characteristic protected by

applicable federal, state or local laws. This policy applies to all terms and conditions of employment including, without limitation, hiring, placement, promotion, compensation, leaves of absence, layoff, termination, and use of interns and temporary employees.

9. Affirmative Action:

AAWW is committed to affirmative action and workplace diversity, which were part of AAWW's original mission statement and remain core principles. AAWW shall continue to make strong and sustained efforts in recruitment, hiring and promotion, in-house training, and mentoring to foster career development in furtherance of this principle.

10. Joint Committee:

There will be a Joint Union-Management Committee which shall meet quarterly and as needed, for example, in case of Health and Safety emergencies or any staff-related issues that are of pressing concern. The Joint Committee shall consist of two Union Members and at least one management representative.

11. Health and Safety:

AAWW will maintain a safe and healthy workplace and ensure that each employee has a comfortable workspace including taking reasonable measures as it is permitted pursuant to its lease for the workspace to address concerns raised by employees about air quality, temperature, mold, and pests. AAWW will conduct a professional cleaning of all facilities quarterly. Requests to work remotely due to a public health crisis or other natural disaster will not be unreasonably denied.

12. Professional Conditions

- A. AAWW shall provide a desk, computer, access to phone, storage for work-related materials, and equipment as necessary for the completion of assigned duties.
- B. No employee shall be required to perform duties for another AAWW employee that are entirely personal in nature.
- C. To the extent that AAWW possesses additional private office space, staff members will be permitted to use that space for phone calls. If staff members feel the need for additional phone lines or phones, AAWW will consider adding extra lines.

13. Probationary Period:

New employees will be subject to a ninety (90)-day probationary period during which employees may be discharged without recourse to the grievance and arbitration procedure. Supervisors shall make best effort to meet and confer with probationary employees at the thirty (30)- and sixty (60)-day intervals to inform them of their progress and areas, if any, that need improvement.

14. Discipline and Discharge:

AAWW will not discipline or discharge non probationary employees without just cause. The union shall receive timely notice of all disciplinary action. In cases of possible termination,

AAWW shall consult with the Joint Union-Management Committee to ensure that employees are provided with support and guidance to avoid termination if possible.

15. Grievance and Arbitration:

A. Grievances shall be processed as follows:

Step 1: The employee and Union representative shall meet with the employee's supervisor to discuss the grievance. Grievances are to be raised within thirty (30) calendar days of the act or occurrence giving rise to the grievance or when the union knew or reasonably could have known of the act or occurrence or else shall be considered waived. The department supervisor shall respond within ten (10) calendar days of the meeting.

Step 2: If the grievance is not resolved in Step 1, the Grievance may, within ten (10) calendar days after the response in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing and include the contract clause alleged to be violated and the proposed remedy. The employee and Union representative will meet with the AAWW Executive Director or designee within ten (10) calendar days of the Step 2 request. This deadline may be extended at the mutual agreement of the parties. The AAWW Executive Director or designee will respond in writing within ten (10) calendar days of the Step 2 Meeting. Violations of non-discrimination, sexual harassment, group grievances, and discharges may be taken up at Step 2.

Within thirty (30) days of the Step 2 response the Union may file for arbitration with the American Arbitration Association or else the grievance shall be considered waived. The fees of the arbitrator will be shared equally by the parties.

B. There will be Union representation at every step. If AAWW fails to respond to a grievance within the time limits prescribed, the Union may proceed to the next step.

16. Temporary Employees:

AAWW may hire temps to replace an employee on leave or for special projects of limited duration. AAWW will notify temps of their end date, when practicable. If employed full-time for more than three (3) months a temp shall receive vacation and sick day benefits. AAWW will notify the Union of temporary hires of more than two (2) weeks, providing name, address, phone number, and end date. Any full-time temporary employee who is hired as a regular employee immediately following their work as a temp will have their seniority date retroactive to their original date of hire as a temp. Any part-time temporary employee who becomes a regular employee will be given pro-rata seniority credit based on their most recent continuous employment at AAWW as a temp.

17. Interns:

AAWW may engage interns for up to six (6) continuous months. Any intern who is hired to become a regular employee following the end of their internship will have their seniority retroactive to their original date of hire as an intern, except the employee's probationary period shall commence upon hiring as a regular employee. All interns, regardless of whether they are participating in the regular intern program or serving as a specialized intern in a particular area,

will apply to AAWW through the Executive Director or a designee from the AAWW management team. Interns may share in administrative responsibilities such as desk duty, telephones, publicity mailings, etc. The Union shall receive the earliest possible notice before any intern is converted to a permanent or temporary employee of AAWW. Any intern who becomes a regular employee within twelve (12) months of the completion of an internship will be given pro-rata seniority credit based on their time as an intern.

18. Personnel Files:

Employees may review their personnel files upon request and make copies of the contents in the presence of a supervisor.

19. Hours of Work and Overtime:

- A. AAWW's regular business hours are Monday through Friday, 10 a.m. to 6 p.m. Unless another schedule has been agreed upon by the Executive Director, employees are expected to perform all work during AAWW's regular business hours. The regular workday is eight hours, which includes a half-hour paid meal break for employees who work at least five hours in the workday. The regular full-time workweek is forty (40) hours a week, including the paid thirty (30) minute meal periods. Employees may occasionally be expected to work events outside these hours given the nature of AAWW as an events space.
- B. Employees are required to accurately record their time as per AAWW's timesheet policy.
- C. Hours worked over forty (40) hours a week are paid at 1.5 times an employee's regular rate of pay. Full-time, salaried employees are paid a salary that is intended to cover all hours worked up to forty (40) in a workweek, inclusive of paid lunch time.
- D. All such overtime requires the prior approval of the employee's supervisor or a member of the management team.
- E. Schedule flexibility. AAWW will continue the practice of considering individual requests for a flexible work schedule. AAWW will be lenient towards schedule flexibility so long as total hours and performance are maintained. Consistent and ongoing decreases or changes in schedule must be requested in writing by the employee and approved in writing by AAWW.
- F. Employees who will be working outside of AAWW business days may adjust their workday during that week to accommodate time worked outside of normal business hours; schedule changes of this type will only be granted for work-related duties. All such changes must be approved by the supervisor. AAWW shall not unreasonably deny schedule requests.
- G. AAWW agrees to attempt to schedule its events such that no unit member will be required to work after 10 pm. Union members whose job responsibilities include scheduling of events shall not schedule any event to end after 10pm without the prior approval of the executive director or their designee. To the extent that any employee is required to work later than 10 pm, AAWW shall reimburse such employee for up to \$30 for taxi fare between the location of the event and the employee's destination. Such reimbursement shall not be provided to any unit member who voluntarily remains at an

event past 10 pm when such employee is not required by AAWW to remain at such event past 10 pm.

- H. The Union acknowledges that the provisions of this agreement provide a comparable benefit to the New York City Temporary Schedule Change Law, New York City Administrative Code Section 20-1201, et seq., and expressly waive the provisions of that law.

20. Job Descriptions:

AAWW will develop and issue job descriptions that will describe the general duties, responsibilities, and designated supervisor of the job as per previous descriptions after giving the union the opportunity to provide feedback on such job descriptions. AAWW will provide ten (10) business days prior notice of any substantial change to job duties and responsibilities.

21. Hiring and Promotions:

- A. With respect to job openings within the bargaining unit, AAWW shall endeavor to promote and foster employee career development, and is committed to promoting from within whenever possible and appropriate.
- B. Employees shall be notified at the time of posting and any job openings. Any internal candidates who apply for a position within seven (7) calendar days of a posting shall be interviewed before any outside candidate will be interviewed.
- C. Upon promotion, the promoted employee will receive a minimum pay increase of 10%. A promotion shall consist of a substantial increase in job duties and/or responsibilities.

22. Layoffs and Recall:

AAWW shall consider seniority (length of service in the classification starting from the original date of hire but not including any periods not employed by AAWW of longer than one month), ability, experience, and work performance in making layoffs. A laid-off employee who has completed their probationary period shall be entitled for one year to recall to the position from which the employee was laid off before a new employee is hired for the position; if multiple laid off employees are eligible for recall they will be recalled in order of seniority. Layoffs shall include employees who are terminated in or around the end of their previously agreed-upon term of employment. Just cause will not be required for layoffs.

23. Severance:

AAWW will provide employees with two weeks' notice of layoff and severance at a rate of two (2) week's pay (based on the average weekly pay for that employee over the previous six (6) months) for each year worked for all employees with one year or more of service and with a minimum severance of one (1) week for all non-probationary employees. Employees employed by AAWW for at least six consecutive months prior to layoff are eligible for severance pay. Employees who quit or are discharged for cause shall not be eligible for severance pay.

24. Training and Professional Development:

AAWW is committed to developing, whenever practicable, a diversity of skills and experience among its staff through professional training and career development. AAWW will pay for all

professional training it requires and consider requests submitted in advance to pay for non-required professional development. AAWW will consider proposals made through the Joint Union-Management Committee, with input from interested staff, for regular professional development activities at AAWW, including, by way of example, luncheons with guest speakers, AAWW alumnae events, and attendance at appropriate conferences, both on and off site.

25. Sick Leave and Disability:

- A. Full time employees shall be provided with ten days of sick time on January 1 of each year. Part-time employees shall be provided with a pro rata amount of sick time on January 1 of each year, based on their regularly scheduled hours of work. New employees shall receive sick days for the year pro-rated from their start date, rounding up. If a part-time employee's regularly scheduled hours of work increase, sick leave will be proportionally adjusted, rounding up.
- B. Sick leave may be used for any reason allowed under federal, state, or local law, including any reason allowed under the New York City Earned Safe and Sick Time Act ("ESSTA") and/or the New York State Paid Sick Leave Law ("NYS Sick Leave"), which includes caring for a family member for any reason covered by ESSTA or NYS Sick Leave. AAWW shall promulgate a policy for the use of sick time that is consistent with the requirements of ESSTA and NYS Sick Leave.
- C. AAWW will continue to be as generous as possible regarding individual needs and circumstances.
- D. AAWW will continue its practice of providing short term disability insurance.
- E. Employees may carry over a maximum of five (5) unused sick days from one calendar year to another. Employees will not be paid for any accrued, but unused, sick time at any point, including at time of termination.
- F. The Union acknowledges that the provisions of this agreement provide a comparable benefit to employees to the New York City Earned Safe and Sick Time Act, New York City Administrative Code Section 20-911, et seq., and the New York State Paid Sick Leave Law, and expressly waive the provisions of these laws.

26. Personal Days:

As of January 1 of each year, employees are entitled to up to two (2) personal days per calendar year if they work 3 days per week on average or over with advance approval of their supervisor. Employees will not be paid for any accrued, but unused, personal days at any point, including at the time of termination. Employees shall not carry over any unused personal days from one calendar year to another. Employees hired during a calendar year, or who receive an increase in their regular schedule to over 3 days per week during the calendar year shall be given a pro-rated amount of personal days for that calendar year, rounding up.

27. Vacation:

A. Employees will receive paid vacation time on January 1 of every year according to the following schedule:

Seniority	1-2 Years	3+ Year
Vacation days	15 days	20 days

- B. Part-time employees shall receive a pro rata amount based on the number of hours actually worked during the prior calendar year when compared to a full-time employee’s regular schedule, rounding up. New employees will receive vacation days for the year pro-rated to their start date, rounding up. Employees are encouraged to use their vacation days each calendar year.
- C. Employees may carryover up to a maximum of five days of unused vacation time from one calendar year to another.
- D. Employees will not be paid out for unused vacation days upon termination with just cause. Laid off employees and employees who voluntarily resign employment and provide at least two (2) weeks’ notice of resignation shall receive payment for up to ten (10) days of accrued but unused vacation, but if AAWW requires, must work those remaining two weeks as a condition of receiving vacation time as payment.
- E. Vacation days may be taken in half- or full-day units.

28. Holidays:

- A. AAWW will generally be closed on the following days, which shall be considered paid holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- B. Full-time employees and part-time employees who work a regular schedule of three or more days per week shall receive pay for all holidays on which AAWW is closed. Part-time employees who regularly work less than three days per week shall not be entitled to receive pay for any holidays aside from New Years, Independence Day, and Christmas. Christmas Eve and New Year’s Eve shall be considered half-days paid at a full-day’s rate of pay if the office is open.
- C. Excused unpaid time off to participate in civic activities such as May Day or Election Day shall not be unreasonably withheld.
- D. If AAWW closes from December 26 to December 31, all employees will receive their regular pay during this time. AAWW shall inform union members on or before September 1 of each year if it will be closed any days from December 26 to December 31.

29. Leaves of Absence:

For all employees who have one year of service or more, AAWW will consider requests for personal unpaid leaves of absence of up to six months. For employees who have five or more years of service, AAWW will consider requests for personal unpaid leaves of absence of up to one year.

30. Jury Duty:

AAWW will provide for up to thirty (30) days of paid leave for jury duty (less the amount received for jury duty) within a twelve (12)-month period. Employees shall notify AAWW, including providing a copy of the jury summons. Employees are expected to work on any partial days of jury duty. Payment will be the employee's average salary during the previous six-month period.

31. Bereavement:

AAWW will provide paid bereavement leave of between two (2) and five (5) days due to the death of a family member or someone with whom the employee has a family-type relationship, i.e., a partner. AAWW will not unreasonably deny requests for longer, unpaid bereavement leaves.

32. Family Medical Leave:

All full-time and regular part-time employees employed for at least twelve (12) months and employed for at least 1,000 hours of service during the twelve (12)-month period immediately preceding the commencement of the leave shall be entitled to up to (twelve [12] weeks) to attend to the health care needs of any family member, including the employee, spouse, partner, elderly or dependent parent, or dependent child of any age. Employees will not accrue vacation, sick or personal time, but all other AAWW benefits will remain in effect while the employee is on leave. Payment will be the employee's average weekly salary during the previous six-month period. Employees will be paid according to their regular hours (e.g. an employee who works one day per week, will be paid one day for a week of family leave. AAWW shall require certification from a health care provider in case of leave taken for serious health conditions requiring leaves of more than ten (10) days. Employees who are also eligible for New York State Paid Family Leave shall take such leave concurrently with leave under this Section.

33. Parental Leave:

- A. Primary caregivers are eligible for ten (10) weeks of paid parental leave within twelve (12) months of the birth, adoption, or receiving into foster care of a child. A primary caregiver is defined as the guardian who has the greatest responsibility of the daily rearing and care of the child. Salaried employees shall receive their regular salary during such leave. Hourly employees shall receive pay based on the average weekly pay earned by such employee over the six (6) month period prior to beginning such leave.
- B. Employees will not accrue vacation, sick, and personal time while on parental leave, but all other benefits will remain in effect while the employee is on leave. Non-primary caregivers are entitled to two weeks' paid leave or four weeks' half-time leave, plus additional unpaid leave consistent with FMLA the Family Medical Leave provision set forth above, upon the birth, adoption, or receiving into foster care of a child.
- C. Employees will not be entitled to take paid parental leave after giving notice of resignation. Employees who may be eligible for parental leave but terminate employment for any reason during such time they may be eligible to take paid parental leave shall not be paid out for any unused paid parental leave. Such employees must be given an additional 2 weeks' notice in the case of layoffs.

- D. Employees who are also eligible for New York State Paid Family Leave shall take such leave concurrently with leave under this Section.

34. Wages and Minimums:

- A. Employees shall receive their first paycheck within 14 calendar days from the start of employment. Employees shall be paid no less frequently than twice monthly.
- B. Effective January 4, 2021:
 - a. AAWW will institute a minimum hourly rate of \$20.00/hour.
 - b. Current employees shall receive the new minimum or a 3% increase, whichever is greater.
- C. Effective January 3, 2022:
 - a. AAWW will institute a minimum hourly rate of \$21.00/hour.
 - b. Current employees shall receive the new minimum or a 3% increase, whichever is greater.
- D. Nothing in this section prevents the application of merit-based raises above the minimums.

35. Health Care:

- A. AAWW shall continue its current practice of contributing to the costs of healthcare, vision, and dental benefits for employees who regularly work at least three (3) days per week, subject to constraints noted herein. AAWW will seek to contribute the full payment of health insurance premiums per eligible employee per year towards those costs. Employees who wish to cover their family members under AAWW's healthcare, vision, or dental benefits shall be responsible for the costs of such benefits.
- B. All of these terms and AAWW's ability to provide healthcare and medical benefits are constrained by governmental compliance and health insurance carrier requirements, including but not limited to timing of receiving benefits, types of plans, and enrollment periods and eligibility.

36. Separability:

If any part of this Agreement is found to be unlawful, the parties shall meet to negotiate a substitute provision. The remainder of the Agreement shall remain in effect.

37. Board of Directors:

Members of the bargaining unit shall be invited to attend quarterly board meetings if and when the agenda includes a relevant programmatic topic of discussion. Union members will be excused from any portion of the meeting regarding budget, finance, potentially confidential matters, or matters involving/affecting collective bargaining.

38. Union Mention:

AAWW shall include the following language on its Web site, annual report, job postings, and trade catalogs: AAWW is affiliated with the Technical, Office and Professional (TOP) Union, Local 2110 UAW, AFL-CIO.

39. Maintenance of Benefits

All current benefits, wages, and conditions of employment not otherwise covered by this contract shall be maintained.

40. Management Rights:

Subject only to the terms of this Agreement, AAWW shall continue to have the sole right to conduct its business, direct and control its operations, and manage its affairs as it deems expedient, including, without limitation, the sole right to hire, discharge, or lay off employees; to increase or decrease the working force; to rearrange departments and operations; to transfer equipment and operations to other locations; to schedule work; to train personnel; to assign work to specific employees; to determine the number of offices and their locations; to alter and/or change the type and nature of its operations; to adopt and enforce rules and regulations and policies and procedures, to evaluate and to set and establish standards of performance for employees; to discipline and discharge for just cause; and to make such technical or other changes in its operations or methods as it may deem necessary for efficient or improved operation.

41. Complete Agreement:

This agreement may not be changed or modified except by a writing duly executed by the parties or their representatives. It is understood and agreed that all matters in dispute or controversy are completely settled, adjusted, and closed by this Agreement. In addition, any claims for changes in terms and conditions of employment or other contractual terms contained in this contract, regardless of whether such issues were raised during negotiations leading to this Agreement, shall be deemed to be completely settled by the execution of this Agreement.

42. No Strike/No Lockout:

It is agreed that during the term of this Agreement, the Union shall not instigate, call sanction, condone, or participate in any strike, slowdown, or stoppage of work and the Employer shall not lockout any Employees.

For LOCAL 2110, UAW:



Patrick T. Shepherd
Representative, Local 2110 UAW

For AAWW:



Jafreen Uddin
Executive Director, AAWW



Yasmin Majeed
Bargaining Committee Member



Tiffany Tran Le
Bargaining Committee Member



Rob Rusli
Bargaining Committee Member