

Collective Bargaining Agreement
August 1, 2024 – May 31, 2027

Preamble

This contract is made this 1st day of August 2024, between The Chancellor, Masters and Scholars of the University of Oxford t/a Oxford University Press USA, hereinafter known as the Employer, and the News Media Guild, Local 31222 chartered by The News Guild-CWA (AFL-CIO, CLC) hereinafter known as the Guild or Union, for itself and on behalf of all bargaining unit employees of the Employer, as described in Article 1.

Article 1. Recognition and Jurisdiction

1. Recognition. The Employer recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 2, in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.
2. Bargaining Unit. As articulated in the Certification of Representative for Case 02-RC-279675 (attached as Exhibit A), the bargaining unit includes all regular full-time and regular part-time employees with the job titles listed in the included list in Exhibit A, or whose work is substantially similar to the work performed by those listed positions, working at the Employer's New York, New York office or working remotely out of that location.
3. Should the Employer create any future position(s) in the United States, or change Global Job Classification (GJC) levels, with respect to positions at the Employer's New York, New York office or positions working remotely out of that location, which perform substantially the same kind of work normally or historically performed within the bargaining unit, but excluding managers, guards, and supervisors as defined by the NLRA, such position(s) shall be part of the bargaining unit. Nothing in this Article should be construed as modifying the excluded list in the Certification of Representative for Case 02-RC-279675 (attached as Exhibit A).
4. The Employer may assign or reassign work currently being performed by the bargaining unit (as defined in Paragraph 2 of Article 1) to supervisors, managers, and non-bargaining unit employees provided that such assignment does not result in the layoff, demotion, or diminution of employment status of any bargaining unit employee (e.g., full-time to part-time) or the reduction of hours for any bargaining unit employee who is compensated on an hourly basis or the permanent elimination of a bargaining unit position. Nothing in this Agreement shall be construed as barring the Employer from discontinuing its operations or effecting changes in its operations or as barring non-bargaining unit employees from continuing to perform the work currently done by them as part of their normal functions.
5. Should the Employer introduce any changes that would materially change roles within the bargaining unit, the Employer will:

- a. Inform the Guild confidentially, and the Guild shall keep this information confidential, about proposed changes up to 24 hours in advance of any general announcement to bargaining unit employees, in order for the Guild to properly support bargaining unit employees.
- b. Meet with the Guild to negotiate any changes to terms and conditions under this Agreement which would result from the proposals; and
- c. Agree on a revised list of job titles in the bargaining unit to update Article 1.2.
- d. Such meetings are to be conducted in a timely manner on both sides, recognizing the need to minimize any periods of uncertainty for affected bargaining unit employees.

Article 2. Union Security and Dues Check-Off

1. Where allowed by state law, the Employer shall require as a condition of employment of each bargaining unit employee that the bargaining unit employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the execution of this Agreement or (2) the date of hire, whichever is later, or that the bargaining unit employee shall pay an agency fee to the Guild in an amount equivalent to the dues they would pay as a Guild member.
2. The Guild will notify any bargaining unit employee who has failed to maintain membership in good standing by the payment of fees and/or dues. After 30 days of the Guild's demand to the bargaining unit employee to pay the delinquent fees or dues, the Guild will provide written notification to the Employer, informing it of the delinquency, and the Employer will discharge the bargaining unit employee (if allowed by state law) if the bargaining unit employee has not paid the fees or dues owed.
3. Upon a bargaining unit employee's voluntary written assignment, the Employer shall deduct biweekly (i.e., every other week) from the biweekly earnings of such bargaining unit employee and pay to the Guild not later than the 10th day of each month an amount equal to Guild initiation fees, dues, and assessments. Such amounts shall be deducted from the bargaining unit employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. A bargaining unit employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The Employer shall accept digital signatures on authorizations. The dues deduction assignment shall be made upon the following form:

"Assignment and Authorization to Deduct Guild Membership Dues to Oxford University Press, USA:

I hereby assign to the News Media Guild and authorize the Employer to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues, fair representation fees and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the News Media Guild no later than 10th day of the following month.

This assignment and authorization shall remain in effect until revoked by me in writing, by certified mail, to both the Employer and the Guild on my birthday or the fourteen following days or no more than (thirty) 30 days or less than fifteen (15) days prior to the expiration of each successive collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization are voluntarily made in order to pay my Guild dues or fair share representation fee towards the Guild's costs of operation and is not conditioned on my present or future membership in the

Guild. This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues or fair share representation fee and assessments.

[Employee's Signature]

Date"

4. Indemnification. The Guild agrees to indemnify and hold the Employer harmless from any and all claims, suits, judgments, attachments, and any other liability which may arise from the Employer's implementation of this Article. If an incorrect deduction is made and submitted to the Guild, the Guild shall refund any such amount directly to the bargaining unit employee involved.
5. Payroll Deductions for Communications Workers of America Political Action Fund. The Employer shall provide for payroll deductions for the CWA Political Action Fund (PAF) on behalf of bargaining unit employees who authorize such deductions in writing.

Article 3. Information

1. Monthly Information. The Employer will, on a monthly basis, furnish the Guild with the following information for bargaining unit employees:
 - a. Name
 - b. Hire date
 - c. Job title
 - d. Annual and hourly rate of pay
 - e. Exempt/non-exempt status
 - f. Work location
 - g. Home address
 - h. Date of birth
 - i. Bargaining unit employee ID number
 - j. Race/ethnicity
 - k. Gender identity, if provided by the bargaining unit employee
 - l. Gender pronouns, if [when] provided by the bargaining unit employee
 - m. Disability status, if provided by the bargaining unit employee
2. Changes to the Staff. The Employer shall notify the Guild by email of:
 - a. New bargaining unit employees, including all the information required in Section 1, and the information captured through the Tell All application within two (2) weeks after the bargaining unit employee's start date.
 - b. Any resignations, terminations, retirements, and/or deaths of bargaining unit employees within three (3) business days of the Employer becoming aware of such an event.
 - c. Changes in job title and salary of bargaining unit employees with the effective date, and material changes in job descriptions and job responsibilities of bargaining unit employees.
 - d. For rehires: The information in Section 1 above plus the location of previous employment and the date removed from payroll.

Article 4. Hiring

1. Posting of Vacancies

- a. The Employer shall post all vacant roles on the appropriate recruitment systems where all bargaining unit employees have access to view these vacancies. The Employer will use reasonable efforts to prioritize internal candidates and those names on the recall list, provided the individuals are qualified for the open position.
- b. Qualifications for the position shall be included in the vacancy posting. A position that falls within the bargaining unit must note that designation within the job description.
- c. The Employer will provide salary ranges for all open positions within the bargaining unit. These salary ranges will align with those agreed upon within Article 22: Salaries, Commission, & Bonuses. Salary disclosure requirements apply to both hourly and salaried bargaining unit employees, and they apply to both internal and external postings.
- d. Bargaining unit employees are eligible to receive a monetary bonus of \$1,000 (subject to applicable taxes) for referring applicants who are hired as an employee of the Employer for a minimum of six (6) months and remain in good standing at the time of the referral payment allocation. To be eligible, the referral must include the referring bargaining unit employee's name on their application.

2. Work Location/Status

- a. The work status for every open position will be specified on the job posting, and will be listed as remote, hybrid, or full-time on-site.

3. Consideration for Internal Applicants

- a. The Employer will use reasonable efforts to prioritize internal candidates and those names on the recall list, provided the individuals are qualified for the open position.
- b. If a bargaining unit employee is not awarded the position, upon the bargaining unit employee's request, a human resources representative shall meet with the bargaining unit employee to discuss the reasons the bargaining unit employee was not selected and how the bargaining unit employee may improve their qualifications the next time the position, or a similar one, is open. This meeting will be held as soon as practicably possible.

4. Inclusive and Equitable Hiring Practices

- a. A diverse, equitable, and inclusive workforce is recognized by both the Guild and the Employer as being of paramount importance. The

Guild and the Employer will work together to ensure that the bargaining unit is as diverse, equitable, and inclusive as possible in order to represent and reflect the community in which it is located. The Employer will make available to the Guild information pertaining to its Diversity, Equity, & Inclusion (DEI) initiatives. The Guild will work with the Employer to ensure that these DEI initiatives will be successful within the bargaining unit.

- b. All job postings for bargaining unit roles will be written in clear, objective language that will 1) not change during the hiring process to fit a particular candidate, and 2) be consistent with Article 6: Job Descriptions and the corresponding Memorandum of Agreement on Job Descriptions.
- c. The Employer's online careers page and application system is a global resource and subject to policies and technical arrangements outside the scope of the bargaining unit. The Employer will aim to be as inclusive as possible in its job postings.
- d. If the Employer participates in job fairs or other recruitment efforts, the Employer will strive to include a diverse range of colleges and universities, including Historically Black Colleges and Universities (HBCUs).
- e. The Employer will strive to ensure interview panels are diverse. Where reasonably practicable, all interviewers will have been through DEI training before conducting interviews.
- f. The Employer will, on a monthly basis, provide to the Guild appropriate updates on the diversity of hires for the bargaining unit. In addition, the Employer will also share results from the bargaining unit onboarding survey, if applicable, so the Guild can support the Employer in enhancing our new starter experience.
- g. The bargaining unit can elect a bargaining unit employee to serve as a representative of the bargaining unit on the DEI Regional Committee to provide representation for bargaining unit employees on DEI concerns.

Article 5. Work Status/Location

1. After the Employer has established the initial work status with a bargaining unit employee, the work status for a given role cannot be changed without reasonable consultation with the bargaining unit employee.
2. Bargaining unit employees may request a change of work status. This request will be considered by the bargaining unit employee's manager and Human Resources. The outcome will be communicated to the bargaining unit employee. Whilst the request is being considered, the bargaining unit employee must continue with their current work status; however, the Employer will review exceptions to this requirement on a case-by-case basis.
3. Fully-remote workers may be required to come into the office from time to time as business needs dictate. The requirement will be discussed with the bargaining unit employee in advance with a minimum of a two (2) week notice period, unless exigent circumstances require less notice be given to the bargaining unit employee. Bargaining unit employees designated as remote workers by the Employer who are required to come into their designated office will receive full reimbursement for their travel and lodging. Bargaining unit employees who are fully remote as a result of the Employer granting their request will not be reimbursed travel expenses for having to come into their designated office.
 - a. Any bargaining unit employee who lives more than fifty (50) miles away from their assigned office is eligible for Fully Remote status.
 - b. An eligible bargaining unit employee may request to become Fully Remote, subject to approval by the bargaining unit employee's manager and Human Resources. An eligible bargaining unit employee's request to be changed to Fully Remote status will not be unreasonably denied.
 - c. A request to become Fully Remote by a bargaining unit employee who is not eligible for Fully Remote status based on the bargaining unit employee's distance from the office will be reasonably considered based on individual circumstances.
 - d. Any bargaining unit employee who decides to voluntarily move or relocate their residence, where such a move or relocation would potentially trigger a provision in this Article, will be subject to the Employer's policy regarding relocation and their situation will be addressed on an individual basis.
4. Hybrid workers will work both remotely and on-site at their designated OUP office. Days worked in the office will be agreed between each bargaining unit employee and their manager and will be a matter of operational flexibility to meet the needs of the business. Absent exigent circumstances, the Employer will provide written notice at least four (4) weeks in advance of any change to the required minimum.

5. Full-time on-site workers will be required to come into the office per the needs of the business for each particular role. Occasional work-from-home days may still be granted on occasion to the bargaining unit employee subject to the needs of the business. Requests for work-for-home days will be given reasonable consideration.
6. All bargaining unit employees required to come into their designated office are eligible for commuter transit benefits as defined in Article 25: Miscellaneous Benefits.
7. In the event of declared emergencies (e.g., natural disaster, pandemic, government order, national or regional emergencies, power outages, or other similar events beyond the control of the Employer), the Employer can temporarily change the work status of a bargaining unit employee without first consulting with the bargaining unit employee. The temporary change in work status does not affect the bargaining unit employee's permanent status.

Article 6. Job Descriptions

1. It is recognized by both parties that the Employer's ability to change and react to business requirements is critical. The parties will meet at least once a year to review position job descriptions for employees in the bargaining unit to ensure that flexibility to incorporate changes does not lead to an unmanageable workload.
2. A change in the method of operation shall not be considered a new job duty unless such change materially alters the job function, workload, or workflow.
3. Where a bargaining unit employee feels that a change does materially add to the job description, they may request a review with their supervisor to ensure that they are accurately classified, that their workload is reasonable, and that their professional development needs are being met.
4. New employees within the bargaining unit will also henceforth, upon hiring, receive a copy of the job description for the position for which they were hired.
5. Should the Employer create a new job category or new job duty within the Guild's jurisdiction, the Employer shall notify the Guild and the parties shall negotiate a new job description and minimum compensation.

Article 7. Progressive Discipline, Performance Improvement, and Job Security

1. The Employer may initiate discipline, performance improvement, or discharge with just and sufficient cause in line with agreed procedures.
2. In cases of termination, the Guild will have the option of starting at "Step Two" of the grievance procedure under Article 8: Grievance and Arbitration Procedure.
3. Nothing in this Article shall be deemed to apply to layoffs, reductions-in-force, headcount reductions, job or position eliminations, hours of work reductions, furloughs, and/or other similar Employer actions to terminate employment made for economic reasons or other business reasons not related solely to employee conduct or performance.
4. Progressive Discipline. Bargaining unit employees who violate established rules and regulations of the Employer or who otherwise conduct themselves in a detrimental manner to the Employer or other employees are subject to progressive discipline up to and including termination of employment. Discipline shall be applied progressively by the Employer, except in the cases of Gross Misconduct (defined below in 7.10) and shall be initiated within twenty (20) working days of the event(s) or the discovery of the event(s) prompting the disciplinary action.
5. Performance Improvement and Issues. For cases in which job performance is at issue, the steps for performance improvement shall be in line with the Employer's then current policy.
6. Personnel File. The Employer shall furnish to the bargaining unit employee, and place in the employee's personnel file, a copy of any written commendation or reprimand, and of any performance evaluation. A bargaining unit employee shall have the right to review their personnel file, and upon request shall be provided copies of any material in the file. The bargaining unit employee shall be allowed to place in their file a response regarding any disciplinary or performance measures taken by the Employer. Any written warnings issued under this Article will remain in effect for nine (9) months from the date of the incident should a related conduct issue take place.
7. Annual Discretionary One-off Payment. In the event where an annual discretionary one-off payment is made, bargaining unit employees who were or currently are under warning, pursuant to this Article, or a performance improvement plan during the relevant fiscal year will receive the payment on a prorated basis, that is, for the months the bargaining unit employee was not under warning pursuant to this Article or a performance improvement plan.
 - a. Bargaining unit employees under official warning who are under a Commission-based compensation plan will not have their Commission withheld due to being under official warning.

8. Representation. At their option, a bargaining unit employee shall be entitled to have a Guild representative present at all meetings called by the Employer to discuss discipline or potential discipline. The bargaining unit employee shall be notified about the meeting in writing at least two (2) business days before the meeting begins. Should the bargaining unit employee request representation and no representative is available, the meeting shall be reasonably postponed to allow for such Guild representation, if requested. Bargaining unit employees and the Guild will also be given copies of any documents that will be presented during any such meeting.
9. Progressive Discipline for Conduct Issues. For cases in which a bargaining unit employee's conduct is at issue, the steps for progressive discipline shall be as follows:
 - a. Step 1: Informal verbal warning
 - i. Bargaining unit employees need to be informed they are receiving an informal verbal warning.
 - b. Step 2: Written warning
 - c. Step 3: Final written warning
 - d. Step 4: Termination or resignation in lieu of termination
10. Gross Misconduct. In the event of Gross Misconduct, the Employer may terminate employment with immediate effect and without following the steps for progressive discipline outlined above. Gross Misconduct is defined as behavior that:
 - a. Is intentionally and extensively unlawful or violates the safety or wellbeing of other individuals.
 - b. Constitutes the unauthorized disclosure or misappropriation of the Employer's confidential information, trade secrets, or other commercially sensitive information, the disclosure of which causes harm to the Employer or reasonably will cause harm to the Employer.
 - c. Demonstrates gross negligence, gross insubordination to a valid and legal directive of the Employer, or is grossly unethical.
 - d. Is emotionally, mentally, and/or physically harassing, violating, or offensive to coworkers or others in the workplace.
 - e. Is discriminating or harassing.
 - f. Constitutes intentional fraud, theft, or dishonesty.
 - g. Is intentionally defamatory, disparaging, or substantially harmful to the reputation of the Employer as an ethical business.

- h. Is intoxicated, impaired, or under the influence of drugs or alcohol, or is in possession of illegal drugs or narcotics, at the workplace.

Article 8. Grievance and Arbitration Procedure

1. General Provisions.

- a. This grievance and arbitration procedure is the sole and exclusive procedure for resolving grievances that arise between the parties.
- b. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement. Should any disagreement or dispute arise between the Employer and the Guild as to the interpretation or application of this Agreement, both the Guild (for itself and/or as the exclusive representative of bargaining unit employees) and the Employer agree to resolve any and all such disagreements or disputes by means of this grievance and arbitration procedure.

2. Grievance Procedure.

- a. *Alternative Informal Process.* The Guild may present complaints informally to the immediate supervisor of an aggrieved bargaining unit employee or to a managerial employee responsible for labor relations functions. Any resolution of a complaint pursuant to this informal process shall not be binding on the parties with respect to any future complaints or grievances and will not stay the time limits herein for filing a formal grievance as long as the issue was conclusively resolved in good faith. Should the Employer rescind or modify a resolution agreement reached under this clause, the date such rescission or modification was communicated to the Guild will be used as the starting date from which the Guild has twenty (20) business days to file a written grievance pursuant to Section 2(b) of this Article.
- b. *Formal Written Grievance Process.* The formal grievance procedure must proceed according to the following four (4)-step process.
 - i. *Step One.* The Guild must file a written grievance with the Employer within twenty (20) business days following the date on which the Guild became aware, or could reasonably have become aware, of the facts which form the basis of the grievance. The basis of the grievance must be set forth with reasonable particularity, including a designation of the article(s) and section(s) of the Agreement allegedly violated. Failure to submit, in a timely manner, a grievance that identifies the article(s) and section(s) of the Agreement allegedly violated will result in the grievance being dismissed, with the option to refile a corrected grievance within the remainder of the original filing period of twenty (20) business days, or within one (1) business day if the original filing period of twenty (20) business days has elapsed.

The Employer will attempt to resolve the grievance with the appropriate Guild representative. The Employer will issue a written response within fourteen (14) calendar days after attempting to resolve the grievance with the appropriate Guild representative and state the basis for any determination of the issues raised by the grievance.

- ii. Step Two. If the matter is not resolved at Step One, the Guild may escalate the grievance to Step Two by filing a written request to the Employer's Senior Leadership Team member. The Guild must file this request within fourteen (14) calendar days following the Employer's Step One written response.

The Employer will attempt to resolve the grievance with the appropriate Guild representative. The Employer will issue a written response within fourteen (14) calendar days (unless the parties agree to extend this deadline) after attempting to resolve the grievance with the appropriate Guild representative and state the basis for any determination of the issues raised by the grievance.

- iii. Step Three. If the grievance is not resolved at Step Two, the Guild may escalate the grievance to Step Three by filing a written request to the Employer's Human Resources Department. The Guild must file this request within fourteen (14) calendar days following the Employer's Step Two written response.

The parties must schedule a Step Three grievance meeting for a mutually convenient date that is within thirty (30) days of the date when the Guild files its written request to escalate the grievance to Step Three, unless the parties agree to extend this deadline. The Employer and the Guild will appoint a committee composed of an equal number of members of the bargaining unit and management, each side selecting their own representatives, to discuss and attempt to resolve the grievance. Within ten (10) calendar days of the close of the Step Three meeting, the Employer will issue a decision on the grievance and state the basis for its decision.

- iv. Step Four. If the Guild is not satisfied with the Step Three decision, it may file a demand for arbitration. The Guild must file this demand within ten (10) calendar days of the date when the Employer issued its Step Three decision. The demand for arbitration shall specifically state: (i) the issues to be arbitrated; (ii) the article(s) and section(s) of the Agreement allegedly violated; and (iii) the remedy sought.

- 3. Arbitrator Selection. Upon receipt of a timely Notice to Arbitrate, the parties shall either (a) select an impartial Arbitrator by direct mutual agreement, or, if they cannot reach an agreement, (b) jointly request that the American

Arbitration Association provide a panel of seven (7) arbitrators from which the arbitrator shall be selected as follows: absent the parties' mutual agreement on one of the listed arbitrators, the parties will alternate (beginning with the party who noticed arbitration) striking names from the list until one name remains, and that person shall be the Arbitrator for the case.

4. Arbitration Fees. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without its express consent (though a party that elects not to pay its pro rata share of the cost of any transcript ordered shall not be entitled to receive a copy of said transcript).
5. Final and Binding Decision. The Arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding.
6. Construction. If any deadline set by this grievance and arbitration procedure lands on a Saturday, Sunday, or holiday as observed in the New York office of Oxford University Press, it will be extended until the next regular business day. All time limits are strictly construed and may be extended only by mutual written agreement of the parties.
7. Failure to Timely Appeal. The Guild's failure to comply with the time limits for filing a grievance will preclude any subsequent filing of the grievance. The Guild's failure to appeal within the specified time limits will constitute acceptance by the Guild and the aggrieved unit member of the decision rendered at the previous step. Accordingly, the grievance will be considered dismissed with prejudice.
8. Failure to Respond. The Employer's failure to respond to a grievance at any step does not constitute the Employer's acquiescence thereto, but the Guild may proceed to the next step as if the Employer had issued a response on the due date for such response.

Article 9. Probationary Employees

1. Each new employee within the bargaining unit is hired on a probationary basis for six (6) months beginning with their start date. Prior to the end of their introductory period, the probationary employee's performance typically will be reviewed. This introductory period provides the probationary employee and their manager the opportunity to evaluate the employee's ability and performance on the job.
2. If at any time during the introductory period a probationary employee's manager feels that the contribution the employee is making to the Employer is not satisfactory, employment can be terminated without following the normal performance improvement procedures as outlined in Article 7 of this Agreement. No such discharge shall be subject to Article 8: Grievance and Arbitration; however, the Employer will inform the Guild as soon as practicable, but no less than three (3) business days prior to any such discharge, and will provide an opportunity for discussion prior to termination.
 - a. If the probationary employee has served at least three (3) months they will receive two (2) weeks' severance pay, provided the employee is not discharged for Gross Misconduct and executes a separation and release of claims agreement, substantially similar in all material respects to separation and release of claims agreements used by the Employer for non-bargaining unit employees at the time of termination, which are attached as Exhibit B.
3. Probationary employees are therefore covered by all of the terms in this Agreement with the exception of Articles 7 and 8 of this Agreement. If the Employer and probationary employee decide to continue employment beyond the six (6) month introductory period, the probationary status will be lifted and the probationary employee will thereafter be covered by all terms of this Agreement.
4. Completion of the introductory period does not guarantee a pay increase; however, a new bargaining unit employee's seniority/time of service will be calculated to include the introductory period.

Article 10. Seniority

1. A bargaining unit employee's seniority date shall be the employee's first day of work with the Employer (or their first day of work at a subsidiary later acquired by the Employer) as a part-time or full-time worker (as either a bargaining unit or non-bargaining unit employee), or as a contractor, temporary worker, or intern on the Employer's payroll.
2. For the purposes of this Article, bargaining unit employees shall be deemed continuously employed by the Employer while on leave of absence from the Employer and while employed by the Employer in a position outside of the bargaining unit.
3. If a former bargaining unit employee returns to employment in a bargaining unit position within five (5) years of their separation date, their seniority and eligibility to participate in Employer benefits plans will be bridged. Service recognition will include prior service recognition for accrued leave plans.

Article 11. Drug and Alcohol Testing

1. Following a workplace incident or accident or damage to the Employer's property, the Employer may conduct drug and/or alcohol testing of a bargaining unit employee, within reason and to the extent permitted and in accordance with applicable law.
2. Bargaining unit employees who refuse to consent to or submit to a drug and/or alcohol test following a workplace incident or accident or damage to Employer's property, or who tamper with or adulterate a drug and/or alcohol specimen, will be subject to disciplinary action, up to and including termination to the extent permitted and in accordance with applicable law.

Article 12. Lay-offs and Severance Pay

1. When the Employer determines a layoff is necessary, the Employer will notify the Guild at least twenty (20) business days before the expected layoff or pay impacted bargaining unit employees in lieu of notice for every business day less than twenty (20). The Employer will take all reasonable practical steps to avoid layoffs. Layoffs will take place in reverse seniority order, provided, as reasonably determined by the Employer, that the most senior bargaining unit employee has the ability and knowledge required to perform the work.
2. Elected unit council members and then current stewards shall have super seniority for the purposes of layoff and recall.
3. In each case, the Employer will consider and discuss, as part of the consultation process with the Guild, the following measures to avoid compulsory layoffs, as appropriate:
 - a. *Offering voluntary layoff to staff.* Those volunteering to be laid-off will be eligible for severance under the Employer's standard severance package guidelines. Elected unit council members and then current stewards are not barred from offering to participate in voluntary layoffs.
 - b. *Offering voluntary leave, furloughs, or temporary reductions in pay.* The Employer will discuss any temporary reduction in pay with the Guild and the affected bargaining unit employee, which shall include the amount of reduction and period of reduction. A bargaining unit employee returning from voluntary leave or furlough shall be reinstated in their role at the full salary they would have received had their employment with the Employer been continuous. The bargaining unit employee will return with full credit toward severance pay accrual, seniority rating, and other length of service benefits. Government assistance programs may be used to offer furlough.
 - c. *Freezing vacancies.* Bargaining unit employees who find their workload exceeding their job details are empowered to petition as per Article 6 – Job Descriptions.
 - d. *Reducing overtime work.* After discussion with the Guild, the Employer will evaluate possible areas in which it could reduce overtime work. This measure does not allow management to eliminate overtime pay.
 - e. Reviewing work organization, staff turnover, work planning, and flexibility of work arrangements generally for retraining for alternative work (if feasible within a reasonable time and cost parameters).
 - f. Exploring opportunities within the Employer and doing everything reasonably practicable to offer alternative employment, provided the

bargaining unit employee, in the reasonable opinion of the Employer, has the present skill and ability to perform the work then available.

4. Steps to be taken in case of a proposed layoff:
 - a. The Employer will provide the Guild with the following information in writing:
 - i. The number of layoffs and job categories affected.
 - ii. The reasons why layoffs are necessary.
 - iii. Proposed procedure and timetable for layoffs
 - b. The Employer will pay severance as follows:
 - i. Up to and including two (2) years of continuous service: a total of six (6) weeks of pay.
 - ii. For each additional year, or fraction thereof, of continuous service: two (2) weeks of pay.
 - iii. The maximum severance payment to a bargaining unit employee shall be twenty-six (26) weeks of pay.
 - c. The Employer will pay 100% of the cost of COBRA coverage for the first three (3) months after the bargaining unit employee's date of layoff, provided the employee timely and properly elects COBRA coverage. After the initial three (3) months, the Employer will pay 80% of the cost of COBRA coverage, and the bargaining unit employee will pay 20% plus a 2% admin fee for a period of three (3) additional months after the initial three (3) month expiration. After the six (6) months, bargaining unit employees will be solely responsible for the cost of COBRA coverage.
 - d. The Employer will provide outplacement services as appropriate to the circumstances.
5. There shall be no dismissal as a result of putting this agreement into effect.
6. The Employer will not rehire for any role that was eliminated within twelve (12) months of role elimination, except to recall laid-off bargaining unit employees, provided that the person has the ability and knowledge to perform the work, as reasonably determined by the Employer. The Employer should adhere to the recall process described in Section 7 below to fill reduced roles before seeking other solutions.
7. Laid-off bargaining unit employees shall be placed on a recall list for up to twelve (12) months in order of seniority. Upon recruiting for a bargaining unit position vacancy, the Employer should send a notice via certified mail and/or

email to the last known address and email address of all the persons on the recall list, provided the individuals have the ability and knowledge required to perform the type of work being recalled, as reasonably determined by the Employer. The notice to laid-off employees will be consistent with the form notice attached as Exhibit C to this Article. The Employer will also send a copy of any notices provided to laid-off employees to the Guild via email. A laid-off employee will be able to opt-out of the certified mail notices by providing written notice to the Employer, who, in turn, will send the notice to the Guild. A copy of the email notice will also be sent to the Guild. In the event of a timely written reply within ten (10) business days from eligible laid-off employees, the Employer shall fill the vacancy from among those replies requesting employment prior to hiring externally, provided that, in the reasonable opinion of the Employer, the laid-off employee has the present skill and ability to perform the work then available. In making its decisions amongst laid-off employees who have replied, the Employer shall consider a laid-off employee's previous length of service and seniority status. Upon reemployment from the recall list, the laid-off employee's prior seniority status under the terms of this Agreement before layoff shall be reinstated.

Article 13. No Discrimination

1. In administration of this Collective Bargaining Agreement, neither the Employer nor the Guild will discriminate against a bargaining unit employee because of past or current union activity, race, color, creed, ethnicity, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and related medical conditions), gender identity or gender expression (including transgender status), sexual preference or orientation, physical appearance, marital status, parental status, military service or veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, credit score, housing status, domestic violence victim status, history of drug use, criminal record (unless there is a direct relationship between the criminal offense(s) and the employment sought or employing the individual would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public, in accordance with N.Y. Correction Law, Article 23-A), or any other characteristic protected by local, state, or federal laws, rules, or regulations.

Article 14. Workloads, Hours, Flexibility, Overtime, and Other Paid Work

1. Workloads. Operational flexibility will demand changes in workload from time to time, and the Employer will work flexibly and responsibly with bargaining unit employees to actively balance workloads and ensure wellbeing is appropriately prioritized, along with the needs of the business.
 - a. Should a bargaining unit employee be assigned a significant increase in job duties or workload, the Employer will meet with them to discuss the rebalancing of duties or workload or to discuss pay in accordance with the increase, except:
 - i. In the one (1) month following a planned reduction in force (such as secondment, childbirth leave, sabbatical, dismissal, layoffs, redundancies, or organizational design).
 - ii. In the three (3) months following an unplanned reduction in force (such as illness, resignation, or bereavement leave).
 - b. If a bargaining unit employee feels that their workload is unmanageable, they may request a meeting with their supervisor to discuss how the situation can be rectified.
 - i. The Employer will maintain a written summary of this meeting which will be kept in the bargaining unit employee's personnel file.
2. Hours
 - a. The normal work week will be thirty-five (35) hours Sunday through Saturday. A normal working day consists of a seven-hour period, beginning between 07:00 AM and 10:00 AM in the bargaining unit employee's time zone, plus one unpaid hour for lunch. Alternate work schedules can be supported by the business where mutually agreed between the bargaining unit employee and their supervisor.
3. Flexibility
 - a. The Employer shall provide to any bargaining unit employee working from outside OUP offices the resources reasonably needed to perform their job. This includes what is needed to reasonably accommodate any bargaining unit employee with a disability, provided both parties participate in the interactive process per the Americans with Disabilities Act (ADA). Such resources will be considered OUP property. Bargaining unit employees will endeavor to maintain the good condition of these resources.
 - i. Examples of such resources include headset, monitor, mouse, mousepad, laptop, work phone (depending on role), and device cords and cables.

- ii. Should a reasonable accommodation for a bargaining unit employee with a disability result in them working from home, Employer shall provide them with a monthly stipend of \$50.00 to offset incurred costs working from home.
- b. The Employer will take invisible and visible disabilities into account when determining flexibility and work status. In acknowledgement that ability can be temporary, a bargaining unit employee can request a change in flexibility prompted by a change in ability at any time.
- c. The Employer will review and approve flexible schedule requests as long as this flexibility does not interfere with the scheduling of meetings and other collective work. A bargaining unit employee's request for a flexible schedule shall be given due consideration by their supervisor or an HR representative.
- d. Where a bargaining unit employee's personal beliefs (e.g., religious or cultural observance) conflict with their regular work schedule, the Employer will endeavor to make reasonable accommodations.
- e. At the discretion of the Employer and department business needs, a summer hours schedule will be maintained roughly between Memorial Day and Labor Day.
- f. Bargaining unit employees and managers can decide together how to flexibly work their standard weekly hours. Bargaining unit employees still have to work their full standard scheduled hours each week.

4. Overtime

- a. Any non-exempt bargaining unit 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.
- b. All overtime must be approved in advance by the bargaining unit employee's manager. Bargaining unit employees will not be penalized or discriminated against for requesting to work in excess of forty (40) hours per week in order to fulfill their responsibilities.
- c. If a bargaining unit employee is required to work on a holiday observed by the Employer, the employee will be given a floating holiday to be taken within the calendar year, in addition to being paid for the time the employee works on the holiday.
- d. Supervisors will give notice as soon as reasonably possible of overtime requirements, depending on business needs.

5. Other Paid Work

Bargaining unit employees have the right to pursue other paid work outside their working hours with OUP without restriction or discrimination, as long as this work does not constitute a conflict of interest with their job function at the Employer. Any hours worked in addition should provide a reasonable balance between employee well-being and productivity. Bargaining unit employees must also adhere to the requirements of the OUP Conflicts of Interest Policy.

Article 15. Travel Expenses

1. Should a bargaining unit employee be required to travel for work it is understood that the individual traveler should neither gain nor lose personal funds as a result of travel assignments and that these assignments should be planned so that their cost will not exceed budgetary limitations. Accordingly, the Employer's Expense and Reimbursement Policy, or equivalent policy, will apply to all expenses incurred by a bargaining unit employee while traveling on Employer business.
2. The Employer's travel arrangement provider is available for bargaining unit employees for the booking of travel business expenses (e.g. flights, hotels, rental cars). For employees incurring business travel-related expenses, reimbursements will be issued within ten (10) business days of approval of the relevant receipts.
3. The Employer shall pay all authorized expenses incurred by an employee while traveling on Employer business, including:
 - a. Gas/Mileage
 - b. Flights
 - c. Trains
 - d. Rental cars
 - e. Ferries
 - f. Lodging
 - g. Meals
 - h. Parking and tolls
 - i. Office supplies
 - j. Conference supplies
4. Full-time overtime-exempt bargaining unit employees may reach an agreement with their manager to adjust their schedule to account for travel/work on weekends and/or Employer holidays.

Article 16. Holidays

1. Each bargaining unit employee shall have the following days off, or the relevant day observed, with full pay:
 - New Year's Day (or the closest workday)
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Indigenous Peoples' Day
 - Federal General Election Voting Days
 - Thanksgiving (Thanksgiving Day and the day after Thanksgiving)
 - Christmas Day (or the closest workday)
2. Early closures will commence on
 - a. The day before Thanksgiving
 - b. December 24 (or closest workday)
3. Where a bargaining unit employee resides in a state that does not provide paid time off for general elections at the local and state level, or primary elections at the local, state, and federal level, such bargaining unit employee is eligible to leave early or arrive late (both up to 3 hours) on election days. Bargaining unit employees shall coordinate with their managers regarding timing of their leave and managers will not unreasonably deny the bargaining unit employees' requests.
4. Bargaining unit employees will receive three (3) floating holidays per year. These days are not eligible for rollover and need to be used by the end of the calendar year.
5. A holiday that falls next to or in the middle of a bargaining unit employee's vacation period will not incur a vacation day from the employee's allotted vacation days.
6. Bargaining unit employees shall not be excluded from any other holidays granted to non-bargaining unit employees in the New York office.

Article 17. Vacation and Paid Time Off

The following conditions apply to all types of paid time off:

- a. Any paid time off will be accrued on a prorated basis for part-time bargaining unit employees.
- b. While taking this time off, bargaining unit employees are still eligible for bonus plans and accrual of vacation days.
- c. A bargaining unit employee returning from any time off shall be reinstated in their role at the salary they would have received had their employment with the Employer been continuous. The employee will return with full credit toward severance pay accrual and other length-of-service benefits.
- d. The Employer shall not permit discrimination against any bargaining unit employee for conditions or situations requiring them to take time off.

1. Vacation

- a. The Employer understands the importance of vacation days for maintaining productivity and mental health. As such, bargaining unit employees are eligible for the following:
 - i. Less than 5 years of service: 15 paid days per year
 - ii. 5–19 years of service: 20 paid days per year
 - iii. 20 or more years of service: 25 paid days per year
- b. Bargaining unit employees' requests to use vacation days will be subject to the Employer's approval process and will not be unreasonably denied.
- c. Bargaining unit employees will be eligible to roll over a maximum of five (5) unused vacation days at the end of each calendar year regardless of how few vacation days an employee took during the year.
- d. Upon termination of employment for any reason, payment shall be made for all accrued unused vacation.
- e. In the event that a bargaining unit employee or a dependent of the employee becomes sick or disabled during the employee's vacation, the employee will be permitted to convert their vacation days to available paid sick and safe time (PSST). The bargaining unit employee may be required to provide medical evidence affirming the sickness or disability.

2. Volunteer Time

- a. The Employer will allow bargaining unit employees to receive up to four (4) days of time off each year to participate in volunteer opportunities of their choosing that serve their community, provided that the organization is education aligned and/or in line with the Employer's mission.
- b. Volunteer time should be regular and on a set schedule to help with the coordination of work-related responsibilities.
- c. Requests to take volunteer time should be submitted as far in advance as possible.
- d. Volunteer time is paid at the bargaining unit employee's base rate of pay at the time of absence.
- e. Use of paid volunteer time is not considered hours worked for purposes of calculating overtime.
- f. Unused volunteer time may not be carried over or accumulated from year to year, unless otherwise required by applicable law.
- g. Bargaining unit employees will not be paid for unused volunteer time upon termination from employment for any reason, unless otherwise required by applicable law.

3. Personal Days

- a. Full-time bargaining unit employees are eligible for paid personal days every calendar year, which runs from January 1 to December 31.
- b. A personal day is granted the first calendar year of employment if the bargaining unit employee is hired on or before October 15 of the calendar year.
 - i. After the first calendar year, personal days are granted based on the following schedule:

<u>Years of Service</u>	<u>Annual Accrual</u>
• Less than 20	2 days
• 20 or more	3 days
- c. These days may be used for any type of personal reason.
- d. A personal day may be used in hour increments.
- e. Requests to take a personal day should be submitted as far in advance as possible.

- f. Personal days are paid at the bargaining unit employee's base rate of pay at the time of absence.
- g. Use of paid personal days is not considered hours worked for purposes of calculating overtime.
- h. Personal days must be taken in the calendar year in which they are received and cannot be carried over or accumulated from year to year, unless otherwise required by applicable law.
- i. Bargaining unit employees will not be paid for accrued but unused personal days upon termination from employment for any reason, unless otherwise required by applicable law.

4. Jury Duty

- a. Bargaining unit employees will receive full pay while serving jury duty.
- b. Any jury duty fee paid to the bargaining unit employee is the full property of the employee.
- c. Time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime.
- d. Bargaining unit employees are required to provide the Employer with proof of jury attendance from the court clerk.

5. Paid Sick and Safe Time (PSST)

- a. Bargaining unit employees are eligible for ten (10) days of PSST on a calendar year basis at the time of hiring.
- b. PSST may be used for the following purposes:
 - i. The bargaining unit employee's mental, emotional, or physical illness; need for medical diagnosis; need for care or treatment; need for preventative care; or routine appointments
 - ii. To travel to and from any location from which PSST was taken
 - iii. To meet with a district attorney's office, civil attorney, or other social service
 - iv. To file a complaint or domestic incident report with law enforcement
 - v. To enroll a dependent or family in a new school

- vi. The care of a dependent or family member who needs treatment or diagnosis of a mental, physical, or emotional injury, including preventative care and routine appointments
 - vii. An epidemic, public health emergency, or because of the issuance of a public health authority
 - viii. A public emergency or natural disaster
 - ix. The bargaining unit employee or a family member of the employee being the victim of domestic violence/family offense matters, sexual offenses, stalking, or human trafficking
 - x. To obtain services from a domestic violence shelter, rape crisis center, or other shelters or services for relief from a domestic violence/family offense matter, sexual offense, stalking, or human trafficking
 - xi. To participate in any action required to increase, restore, or protect the physical, psychological, or economic health or safety of the bargaining unit employee, the bargaining unit employee's family, or those who associate with the bargaining unit employee
 - xii. Any other reason required by any applicable paid sick/safe time/leave law or ordinance.
- c. A bargaining unit employee's use of PSST will not be conditioned upon searching for or finding a replacement worker.
 - d. Bargaining unit employees will be notified of their available PSST on each itemized wage statement.
 - e. Bargaining unit employees will make every effort to contact their manager ahead of time about PSST.

6. Restricted Health Care Leave

- a. To the extent provided by applicable state law, bargaining unit employees will be given up to four (4) business days of paid leave per year to access identity-affirming or reproductive care if access to these services is restricted, banned, or criminalized in the employee's state of residence.
- b. To access timely identity-affirming or reproductive care, bargaining unit employees may have to request time off work on very short notice. Such requests will not be unreasonably denied.
- c. These days of paid leave may be used for the following purposes:

- i. To travel to and from states with access to identity-affirming or reproductive care
 - ii. To attend consultations and appointments
 - iii. To access care and treatment
 - iv. To satisfy waiting periods
 - v. To receive delivery of identity-affirming or reproductive medication in a state where access to such medication has not been restricted, banned, or criminalized
 - vi. Recovery
- d. Bargaining unit employees requiring the above healthcare leave will have their medical privacy safeguarded by the Employer.

7. Pet/Service Animal Time

- a. In the event of the health emergency or death of a bargaining unit employee's pet/service animal, a bargaining unit employee may request up to one (1) day of paid time off per year.
 - i. These days are not counted as a part of any other kind of leave.
 - ii. Such requests will not be unreasonably denied.
 - iii. Bargaining unit employees may be required to submit proof of pet/service animal health emergency or death retroactively.

Article 18. No Harassment

The Employer shall provide a professional work environment for all bargaining unit employees in which sexual, physical, racial, identity or identity-expression, gender-based, and other types of harassment shall be strictly prohibited. Accordingly, the Employer shall continue to enforce all of the terms set forth in the OUP USA Employee Handbook (last updated January 2020) pertaining to such prohibitions. Bargaining unit employees are entitled to all related protections regarding harassment and discrimination as provided in the OUP USA Employee Handbook. Additionally, the following terms shall be applicable to all bargaining unit employees:

1. A bargaining unit employee who commences a harassment claim shall have the right to bring a shop steward and/or a Guild representative with them to meet with the Employer to initiate the claim. Subsequently, the bargaining unit employee shall have the right to be accompanied by a Guild representative at any meetings with the Employer concerning the claim.
2. Bargaining unit employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have:
 - a. filed a complaint;
 - b. assisted or participated in an investigation, compliance review, hearing, or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity;
 - c. opposed any act or practice made unlawful by any federal, state, or local law requiring equal opportunity; or
 - d. exercised any other right protected by federal, state, or local law requiring equal opportunity.

Article 19. Paid Leave

1. The following conditions apply to all types of paid leave:
 - a. Any leave will be accrued on a prorated basis for part-time bargaining unit employees.
 - b. While taking this leave, bargaining unit employees are still eligible for bonus plans and accrual of vacation days.
 - c. A bargaining unit employee returning from any paid leave shall be reinstated in their role, or comparable position, at the salary they would have received had their employment with the Employer been continuous. The bargaining unit employee will return with full credit toward severance pay accrual, experience rating, and other length-of-service benefits.
 - d. Requests shall be made through UltiPro, or the relevant time management system, and will not be unreasonably denied.
2. Paid Parental Leave
 - a. Parental Leave is defined as leave to take care of a child following birth, fostering, or adoption.
 - b. The Employer will provide twelve (12) weeks of fully-paid Parental Leave for the bargaining unit employee caregiver. Requests for leave need to follow the Employer's policy regarding leave.
 - c. Bargaining unit employees will be eligible for parental leave regardless of gender, gender identity, gender expression, marital status, or sexual orientation.
 - d. Paid Parental Leave is only available during the 12-month period in anticipation of or after birth, adoption, or permanent foster care placement.
3. Disability Leave
 - a. Bargaining unit employees are entitled to take paid disability leave in accordance with the Employer's Short-Term Disability/Salary Continuance Policy, or comparable policy. Such leave will be governed by the Employer's policy then in place.

4. Paid Bereavement Leave

- a. A bargaining unit employee shall be granted full leave with pay for up to five (5) days for a death, failed adoption, or a pregnancy loss in the family or household.
- b. The Employer recognizes that significant or intimate relationships are not always defined by blood or physical proximity to the bargaining unit employee; therefore, requests for bereavement leave will not be unreasonably denied.
- c. In extreme circumstances, including but not limited to long travel (defined as travel over 6 hours or 500 miles, whichever is fewer), extended bereavement leave up to thirty-five (35) additional hours may be granted to attend funeral or related services with respect to an individual with whom the bargaining unit employee had a significant or intimate relationship.
- d. The Employer recognizes that death affects individuals in different ways. A bargaining unit employee may talk to their line manager, the Human Resources department, and Guild representatives about circumstances which may warrant further bereavement leave. Bargaining unit employees may use vacation, sick, or personal days to extend their bereavement leave, or, with Employer approval, elect to take additional, unpaid days off.
- e. There is no service qualification for the bargaining unit employee before bereavement leave can be taken.
- f. The Employer recognizes that every individual's capacity for grief and work-related productivity is different. Bargaining unit employees returning from bereavement leave have the right to talk to their line manager, the Human Resources department, and Guild representatives about workload and related expectations in order to establish a return to work that is beneficial to all parties.
- g. In concert with the operational needs of the Employer, the bargaining unit employee can request to return to work on a staggered part-time basis over the period of thirty (30) days from the end of their bereavement leave. Such a request will not be unreasonably denied.
- h. The above benefits apply per loss, not to be capped.
- i. The above time may be taken nonconsecutively, within a year.
- j. The Employer shall make no demands upon a grieving bargaining unit employee to furnish justification for bereavement leave.
- k. Any need for additional leave will be addressed on a case-by-case basis by the Employer.

5. Union Activities

- a. An employee designated by the Guild to attend a negotiation meeting or any other meeting between the Employer and the Guild (such as a working group meeting) shall be released from their normal work-related tasks for that purpose without loss of pay.

6. Paid Military Leave

- a. Bargaining unit employees who are called into active military service or who enlist in the uniformed services are eligible to receive two (2) weeks of paid leave per year.
- b. Bargaining unit employees' leave will be governed by Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state laws.

Article 20. Unpaid Leave

1. Unpaid Union Business Leave. The Employer will grant one (1) bargaining unit employee who is elected or appointed to a position as an officer or steward of the Guild an unpaid leave of absence of up to ten (10) workdays per calendar year to conduct union business. The bargaining unit employee may use this leave time in full-day increments, intermittently, or on a reduced schedule basis.
 - a. A bargaining unit employee will continue to accumulate seniority during a leave taken to conduct union business.
 - b. Upon returning from leave to conduct union business, the bargaining unit employee will return to the same job position that they held prior to taking leave. If the bargaining unit employee's prior job position is not available due to a layoff or restructuring, the Employer will assign the employee similar work for which the employee is qualified.
2. Unpaid Care-Giving Leave
 - a. Care-Giving Leave can be defined as including, but not limited to:
 - i. Leave to caretake following birth, fostering, or adoption;
 - ii. Care of a family member, including but not limited to conditions qualifying under the Family and Medical Leave Act (FMLA) or any other applicable federal, state, or local statute.
 - b. Bargaining unit employees can make a Care-Giving Leave request for up to six (6) months of leave without pay.
 - c. Unpaid personal leave (section 3 of this Article) and unpaid care-giving leave cannot both be taken within a rolling twelve (12) month period from the time the bargaining unit employee begins their unpaid leave.
 - d. Bargaining unit employees will be eligible for Care-Giving Leave regardless of gender, gender identity, gender expression, marital status, or sexual orientation.
 - e. The Employer recognizes that every individual's capacity for caregiving and work-related productivity is different. Bargaining unit employees returning from caregiving leave have the right to talk to their line manager, the Human Resources department, and Guild representatives about workload and related expectations in order to establish a return to work that is beneficial to all parties.
 - f. In concert with the operational needs of the Employer, the bargaining unit employee can request to return to work on a staggered part-time

basis over the period of thirty (30) days from the end of their caregiving leave. Such a request will not be unreasonably denied.

3. Bargaining unit employees are entitled to the same type and amount of unpaid leave as other similarly situated active OUP employees outside of the bargaining unit. Such leave will be governed by the Employer's then policy and/or federal, state, or local law where the bargaining unit employee resides. The Employer will not discriminate or retaliate against a bargaining unit employee who takes protected unpaid leave. Terms regarding unpaid leave under this Article will be treated in a manner consistent with unpaid leave granted to non-bargaining unit employees. All other forms of Unpaid Leave as described by current OUP policy will not be reduced during the life of this agreement.

Article 21. Temporary Work

1. As it has done in the past, the Employer may, at its sole discretion, engage temporary workers to perform work to meet the demands of the Employer's business. In no event shall a series of temporary workers be used to fill a vacancy in a job of a permanent nature. This shall not preclude the hiring of a temporary worker while a permanent employee is being sought for a bargaining unit position.
2. Temporary workers can be very effective at alleviating workload strains and bandwidth issues. The Employer and the Guild recognize the utility of temporary work. To protect the work of the bargaining unit, the following protections will be provided:
 - a. If a temporary worker continues to work in a bargaining unit position beyond a maximum of nine (9) months for any reason, that worker shall be classified as a regular bargaining unit employee and shall become entitled to seniority rights retroactive to the date of commencement of temporary employment.
 - b. Temporary workers who become regular bargaining unit employees shall be eligible for all benefits provided under this Agreement and shall be deemed to have satisfied the waiting period required, effective as of the date on which the worker becomes a regular bargaining unit employee, subject to all of the terms and conditions of the applicable benefit plans and the relevant applicable laws.
 - c. Temporary workers who become bargaining unit employees shall have sixty (60) days to conform with the obligations under the Agreement's Union Security provision (as indicated in Article 2: Union Security and Dues Check-Off).
 - d. Temporary workers achieving regular employment in that same role after six (6) or more months shall be deemed to have satisfied the requirements for probationary employees listed in Article 9: Probationary Employees. Temporary workers who become BU members after fewer than six (6) months shall have their probationary period reduced by the time previously served as a temporary worker.
3. Temporary workers are not entitled to the benefits and protections outlined in the Collective Bargaining Agreement. The Employer has the sole discretion regarding the selection, hiring, onboarding, disciplining, or discharging of a temporary worker for any reason, and such decisions by the Employer are not subject to challenge under this Agreement's grievance and arbitration procedure.

Article 22. Salaries, Commission, and Bonuses

1. Minimum Salaries. Minimum compensation for each bargaining unit employee's GJC level will correspond to the Minimum Wage Scales set forth in this Article.
2. General Increases. Retroactive to June 1, 2024, bargaining unit employees will receive the greater of: (a) the minimum salary with respect to their respective GJC level listed herein for the applicable year or (b) a 4.5% increase on their current salary. Commencing in June 2025 and reoccurring in June 2026, bargaining unit employees will receive the greater of: (a) the minimum salary with respect to their respective GJC level listed herein for the applicable year or (b) a 2.5% increase on their then current salary. Increases will be made in accordance with the Employer's applicable payroll schedule.
3. No Salary Reductions. There will be no reductions in bargaining unit employees' salaries as a result of this Agreement.
4. Annual Payment
 - a. Bargaining unit employees will continue to be eligible each year for the discretionary one-off payment otherwise payable to non-bargaining unit employees, subject to the provisions of Article 7. Progressive Discipline, Performance Improvement, and Job Security. Bargaining unit employees will be entitled to a minimum payment of \$500 (subject to applicable withholdings) with respect to this discretionary one-off payment. Bargaining unit employees who were laid off by the Employer before the payment date shall be entitled to the annual discretionary one-off payment for the year in which the layoff occurred, provided the employee meets the other qualifications for the payments. Such payment to a laid-off bargaining unit employee shall be prorated to correspond to the time worked by the employee in the applicable payment period. This provision does not apply to bargaining unit employees terminated pursuant to Article 7. Progressive Discipline, Performance Improvement, and Job Security.
 - b. Bargaining unit employees who work as Educational Consultants and who participate in a bonus scheme other than the discretionary annual payment will not be eligible for the annual discretionary payment. These employees will continue to operate under their current bonus scheme, but be entitled to a minimum payment of \$500 under their current bonus scheme.
5. Educational Consultant Sales Incentive Compensation. Education Consultants are allowed to individually negotiate an additional sales incentive compensation in addition to their base salary. Any sales incentive compensation agreement between the Educational Consultant and the Employer shall be memorialized in a written agreement, executed by both parties, structuring the terms and conditions of payment of the sales incentive

compensation under the guidelines of the attached Memorandum of Agreement.

6. Discretionary Pay. The Employer, at its discretion, may grant increases to an individual bargaining unit employee's pay in addition to those described in this Article. Similarly, the Employer may also grant discretionary bonuses in addition to the Annual Payment described in Section 5 above. The Employer's decision regarding any discretionary pay is not subject to the grievance/arbitration procedure outlined in this Agreement.
7. New Positions. Should the Employer create a new job that falls within the bargaining unit, it shall furnish the Guild with a job description and the parties shall negotiate the salary for the new position with the wage scales herein serving as guidance.
8. Existing Positions. The Employer will not reclassify job titles within the bargaining unit (as defined in Article 1: Recognition and Jurisdiction) at a lower GJC level without first negotiating with the Guild. The minimum GJC level for any position in the bargaining unit shall be S2.

Minimum Wage Scales

GJC level	Minimum annual salary effective June 1, 2024	Minimum annual salary effective June 1, 2025	Minimum annual salary effective June 1, 2026
S2	\$49,642	\$50,883	\$52,155
S3	\$52,006	\$53,307	\$54,639
S4 & I4	\$55,158	\$56,537	\$57,951
I5	\$57,522	\$58,960	\$60,434
I6	\$66,189	\$67,844	\$69,540

Article 23. Retirement

1. Bargaining unit employees are eligible to participate in the Employer's retirement plan on the same terms and conditions as other similarly situated active employees of the Employer as in effect from time to time.
2. Bargaining unit employees who avail themselves of trainings and/or educational materials provided by the Employer or retirement provider may do so during work hours as Professional Learning & Development.

Article 24. Benefits and Disability

1. Life and AD&D (Accidental Death and Dismemberment) Insurance: Bargaining unit employees will be eligible for the Employer's current policies which will not be reduced by the Employer for the duration of this Agreement, except for changes driven by the benefits provider.
2. Voluntary Supplemental Life and AD&D Insurance: Bargaining unit employees will be eligible for the Employer's current policies which will not be reduced by the Employer for the duration of this agreement, except for changes driven by the benefits provider.
3. Medical, Dental, Vision, and Miscellaneous Care: Bargaining unit employees will be eligible for the Employer's current policies which will not be reduced by the Employer for the duration of this agreement, except for changes driven by the benefits provider.
 - a. Gender and Sexuality: Bargaining unit employees will be eligible for the Employer's relevant and applicable current policies which will not be reduced by the Employer for the duration of this agreement, except for changes driven by the benefit provider.
4. Should changes driven by the benefit provider reduce coverage and/or increase costs for bargaining unit employees, the Employer will make reasonable effort to mitigate those effects.

Article 25. Miscellaneous Benefits

1. With regard to benefits not covered elsewhere in this Agreement, the Employer will provide the same voluntary benefits, under the same terms and conditions, to bargaining unit employees as to non-bargaining unit employees, including but not limited to:
 - a. Identity protection plan;
 - b. Legal services plan;
 - c. Pet insurance plan;
 - d. Flexible Spending Account (FSA) and/or Health Savings Account (HSA); and
 - e. Commuter Transit Benefits.
2. Bargaining unit employees may allocate up to the state maximum per month of pre-tax income for commuting costs.

Article 26. Training, Opportunity, and Education

The Employer will regularly solicit and remain open to bargaining unit employee and Guild feedback regarding training.

1. New Hires. All new hires will receive a job description and training schedule, if applicable, that includes the date, time, purpose, and required equipment/materials/technology for all meetings and trainings required to reasonably orient them to their position, place of employment, and equipment/materials/technology within a month of start date.
 - a. During this time, if a new hire's equipment/materials/technology have not yet arrived or require additional time/assistance for optimal functioning, or if there are any technological difficulties with regard to the functioning of the new hire's equipment/materials/technology, the aforementioned training schedule will be reasonably adjusted.
2. All bargaining unit employees promoted or hired to another internal position will receive a job description and training schedule, if applicable, that includes the date, time, purpose, and required equipment/materials/technology for all meetings and trainings required to reasonably orient them to their new position and equipment/materials/technology within a month of start date.
 - a. During this time, if required equipment/materials/technology have not arrived or require additional time/assistance for optimal functioning, or if there are any technological difficulties with regard to the functioning of the new hire's equipment/materials/technology, the aforementioned training schedule will be reasonably adjusted.
3. Work-Related Training and Education
 - a. All bargaining unit employees have the right to attend training that will help them enhance existing work skills, add new work skills, and become qualified for any internal position, provided the training does not interfere with the employees' current schedule and workload.
 - i. All aforementioned training shall be provided by the Employer.
 - ii. Training will count toward hours worked. There shall be no penalty for logging overtime as a result of training, provided bargaining unit employees receive approval in advance to work overtime, in accordance with the Employer's policy.
 - b. The Employer will provide training to bargaining unit employees whose agreed-upon job descriptions have been amended to include new skills or duties, or at any point when technology or processes are introduced or amended.

- c. The Employer will provide training that addresses the well-being of its employees. To this end, the Employer will provide bargaining unit employees with training by someone with relevant experience.
 - i. This training should include, but is not limited to, sexual harassment, diversity and inclusion, occupational health and safety (including mental health and work-life balance), and disability awareness and disability rights.
 - ii. The Employer will make known their training opportunities via employer communications, websites, portals, systems, and/or any other methods or manners.
- d. The Employer will provide updates on all plans and benefits. This includes but is not limited to paid time off and other forms of leave, retirement benefits, and insurance (e.g., health, dental, vision, pet, and life).
- e. Bargaining unit employees required or encouraged by the Employer to participate in work-related training and education may count time spent in training sessions as time worked.
 - i. Work-related training and education are not exempt from overtime pay; however, employees will make reasonable efforts to fit work-related training and education into their regular hours.

4. Additional Training/Education

- a. Bargaining unit employees are eligible for the global Professional Study Policy as outlined on the Learning and Development SharePoint, or its equivalent.

Article 27. Union Orientation

For any newly hired or newly eligible bargaining unit employee, the Employer will provide a sixty (60)-minute period for a union representative to meet with the new bargaining unit employee for union orientation purposes. This meeting shall occur with the same frequency as HR's regularly scheduled new hire orientations. The meeting shall be held during normal working hours via teleconference or in a meeting room at the Employer's working space. No management representatives shall be present at the meeting. This meeting shall be paid time for the new employee and the OUP USA Guild representative.

Article 28. Changes in Policy

1. The Employer shall provide the Guild with not less than thirty (30) calendar days' advance notice of any proposed new policy or standard of conduct, or proposed change to any existing policy or standard of conduct that would materially affect bargaining unit employees. Upon the Guild's request, the Employer will bargain in good faith over any such changes or new policies for a period of thirty (30) calendar days from the date of notice to the Guild.
2. Should an Employer policy conflict with the terms and provisions of this Collective Bargaining Agreement, this Agreement will prevail.

Article 29. Safety

1. The Employer shall provide a clean, properly ventilated, and properly heated/air-conditioned work area of adequate size with sufficient lighting. The Employer shall ensure that the Employer's premises are in conformity with federal, state, and local health and safety laws and regulations. The Employer shall make every effort to ensure optimum working conditions.
2. A bargaining unit employee has the right to:
 - a. refuse to accept an assignment or a job which the employee reasonably believes is hazardous, which is defined as either an unsafe condition or situation that could cause physical injury or illness or mental distress to the employee; and
 - b. refuse to report for work because the employee reasonably believes that travel to or from work, or work at the employee's place of work is hazardous, which is defined as either an unsafe condition or situation that could cause physical injury or illness or mental distress to the employee. In a case where an employee is able to work from home, they will be expected to do so.
3. No bargaining unit employee shall be penalized for:
 - a. reasonably exercising the aforesaid rights in Section 2 above; or
 - b. working from home, when possible, due to inability to report for work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to natural phenomena or hazardous conditions created by human acts, including by way of example but not limited to storm, flood, fire, explosion, riot or other civil disturbance, or military or police operation.

Article 30. Union Rights

1. The Employer is understood to be a hybrid working environment. As such, it is agreed that the Guild and its officers and representatives, as employees of Oxford University Press, are afforded certain rights to carry out the Guild's obligations to the members of the bargaining unit, including but not limited to communicating about grievances and work-related issues and communicating other Guild-related information, such as information about Guild events. Rights of bargaining unit employees include the right to utilize:
 - a. A dedicated bulletin board space located within the Employer's offices where bargaining unit employees work.
 - b. The Employer's electronic mail system and other forms of electronic communications.
 - c. A meeting space or room on the Employer's premises for bargaining unit employees for purposes such as orientation and meetings of councils and committees, provided such space/rooms are available and Guild members follow the Employer's procedures for requesting and reserving the space/room.

Article 31. Severability

If any article or section of this Agreement is declared or becomes unlawful as a result of any final court or NLRB (National Labor Relations Board) decision or any other federal, state, or local statute or administrative decision, such invalidation of such article or section shall not invalidate the remaining portions of this Agreement, nor relieve either party hereto from its other liabilities and obligations under this Agreement, and those provisions shall remain in full force and effect. In such case, the parties shall meet to negotiate with regard to the parts or portions rendered or declared illegal or invalid.

Article 32. Transfers

1. No bargaining unit employee shall be transferred by the Employer to a position outside of the bargaining unit, including to a subsidiary, related, or parent company of the Employer, without the bargaining unit employee's agreement.
2. Any non-bargaining unit employee who is a part of a subsidiary, related, or parent company of the Employer who moves to a role within the bargaining unit will become a full-fledged member of the bargaining unit and will enjoy all rights and protections guaranteed by this Agreement.
3. No bargaining unit employee shall be transferred to another geographic location (defined as 60 miles from their then current location) by the Employer, or to a subsidiary, related, or parent company of the Employer, without the bargaining unit employee's agreement.
4. A bargaining unit employee shall not be disciplined for refusing to accept a transfer.
5. There shall be no reduction in salary or impairment of benefits as a result of an Employer-requested transfer within the bargaining unit.
6. In the event of a transfer to a different geographic location initiated by the Employer, the bargaining unit employee and the Employer will negotiate in good faith a relocation allowance to cover the travel and moving expenses of the employee (and their family if applicable) that are incurred as a result of the transfer.
7. The bargaining unit employee may consult with a Guild representative before and after this negotiation.
8. The Employer will initiate a good faith negotiation about a housing allowance to cover the cost of temporary housing and living expenses incurred as a result of the transfer for the bargaining unit employee (and family if applicable) for up to sixty (60) days. This negotiation may occur separately from the negotiation in paragraph 6.
9. On moving to another job within the Employer, bargaining unit employees shall receive a letter confirming the appointment and setting out details of salary and other terms of employment.
10. Bargaining unit employees who are transferred to another job within the Employer are not expected to be immediately proficient in all of the duties of their new position. They are expected to make a fair effort and to endeavor to improve.
 - a. Article 33, Section 2 shall apply to bargaining unit employees transferred to another job.

Article 33. Promotions

1. When offered a promotion to another job with the Employer, bargaining unit employees shall receive a letter confirming the appointment, including details of salary and other terms of employment.
2. The Employer's standards for promotion shall not exceed those required to perform the job.
 - a. After six (6) months in a new role, a bargaining unit employee will meet with their manager for a promotional development meeting. Bargaining unit employees may request to be evaluated for promotion after they have been in their current role for six (6) months or more. The bargaining unit employee and manager will meet a minimum of twice per year for promotional development meetings, which shall follow the guidelines provided by the Employer.
 - b. In recognition that career development may take different forms, a promotion does not necessarily require a change in job description (e.g., title change only), although such changes may be suggested and agreed upon.
 - c. At the bargaining unit employee's election, an employee from the Human Resource department can attend the meetings described above.
 - d. Should a conversation become disciplinary or investigatory, in accordance with Progressive Discipline outlined in Article 7, the bargaining unit employee may stop the meeting and/or request a Weingarten representative.
3. In determining the new salary of a promoted bargaining unit employee, the Employer shall give consideration to the promoted employee's pre-promotion base salary, the scope of responsibilities entailed in the new position, the job experience and ability of the promoted employee, and the salary structure of bargaining unit employees in similar positions and with comparable skills and experience.
4. No bargaining unit employee shall be required to accept a promotion within or outside the bargaining unit without the bargaining unit employee's agreement. No bargaining unit employee shall be discriminated against or disciplined for refusing to accept a promotion.
5. Bargaining unit employees who are promoted will have a six (6)-month period to become proficient in all of their duties. They are expected to give a fair effort and endeavor to improve. A bargaining unit employee who meets this obligation shall not be subject to discipline or discrimination with respect to performance.

- a. Within six (6) months of promotion and if the position is still open, bargaining unit employees promoted to a new position shall have the right to return to the bargaining unit employee's former position within the Guild's jurisdiction. Upon a bargaining unit employee's return to their former job classification within the Guild's jurisdiction, the bargaining unit employee shall be credited with continuous service with the Employer in the computation of all benefits which depend in whole or in part on length of service. If applicable, the bargaining unit employee's then-current salary will be restructured to align with the salary of the position to which they are returning.

Article 34. Offboarding

The Employer shall offer all bargaining unit employees an exit interview prior to the conclusion of their employment with the Employer. The interview will be scheduled by the Human Resources department. Bargaining unit employees may decline this exit interview if they wish. Severance and other benefits will not be withheld or denied if a bargaining unit employee declines to participate in an exit interview.

1. All bargaining unit employees will have the right, but are not obligated, to call in Guild representation during their exit interview with Human Resources or any other offboarding meeting. However, the Guild cannot delay the scheduling of the exit interview or otherwise interfere with the exit interview process.
2. It is the responsibility of the Employer to ensure that any departing bargaining unit employee is given adequate means to return any employer equipment and property without any additional cost to the bargaining unit employee.

Article 35. Management Rights

1. Management of the worksite, operations, and workforce are vested exclusively in the Employer. The Employer shall continue to have all sole and exclusive rights customarily reserved to the employer, including, but not limited to, the right to: hire, evaluate, promote, demote, suspend, discipline, transfer, lay off, recall, and discharge for just cause; relieve bargaining unit employees from duty because of lack of work or other proper business reasons; maintain and establish rules and procedures pertaining to the operation of the worksite and conduct of employees; control and supervise all operations; direct the workforce and determine work schedules; determine the size and composition of the workforce; determine the work to be done, the location to do it, and the means to do it; designate work to be subcontracted and select subcontractors (provided such contracting is not for the purpose of abolishing bargaining unit jobs); sell, relocate, transfer work from, or in any other way dispose of or alter such worksite and the work performed therein.
2. The above-mentioned rights are not all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that all standard, inherent, and common law rights, power, and authority held by the Employer prior to the signing of this Agreement are retained by and remain exclusively with the Employer except as specifically limited or modified by the express provisions of this Agreement.

Article 36. No Strike/No Lockout Clause

1. During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptions of work by any method for any reason by the Guild or by any individual bargaining unit employee or group of employees, and there shall be no lockout by the Employer. The previously described activities are not all-inclusive, but merely indicate types of work stoppage activities that are prohibited during the life of this Agreement. The foregoing does not prevent bargaining unit employees from engaging in protected concerted activity that is informational or as a show of solidarity (e.g., the wearing of Guild insignia), provided it is not a disruption of work.
2. The Guild shall not sanction, aid, abet, encourage, condone, ratify, or continue any strike, sympathy strike, picketing, work stoppage, slowdown, or other activity disruptive of work in violation of this Agreement and shall undertake all possible means to prevent or terminate any such activity.
3. No employee shall engage in activities that violate this Article. Any bargaining unit employee who participates in or encourages activities that interfere with the normal operation of the Employer shall be subject to disciplinary action, including discharge.
4. In the event that any work stoppage, strike, sympathy strike, picketing, slowdown, or other activity disruptive of work occurs, the Guild shall, within twenty-four hours of a request by the Employer, undertake all possible means to terminate any such activity.
5. Nothing in this Agreement constitutes a waiver of the Employer's or the Guild's right to legal and/or equitable relief in a court of competent jurisdiction in the event of a violation of this Article. In addition to any other legal action that any party may institute when a breach of the above terms of this Article occurs, the following procedure shall apply:
 - a. The aggrieved party is not required to resort to the grievance or arbitration procedures of this Agreement. Rather, the aggrieved party may institute an expedited arbitration proceeding by giving notice in writing to the other party and to the American Arbitration Association. The notice shall request that the American Arbitration Association immediately appoint an arbitrator to hear the matter within twenty-four hours after their appointment. Upon appointment, the arbitrator shall promptly hold a hearing on the matter. The parties shall make every effort to complete the hearing in one session. The failure of any party to attend the hearing shall not delay the presentation of evidence nor the issuance of an award by the arbitrator.
 - b. The sole issue at the hearing shall be whether or not a violation of this Article has occurred. If the arbitrator finds a violation, they shall order such other relief as they may deem appropriate.

- c. The parties agree that the award is binding. In the event that a party does not comply with the award, the parties agree that the award shall be enforceable by any court of competent jurisdiction.

Article 37. Diversity, Equity, Accessibility, and Inclusion

Preamble: The Employer will foster inclusivity, promote equality, value diversity, maintain a working environment in which the rights and dignity of all our colleagues are respected, and assist colleagues in reaching their full potential. The Employer embraces diversity amongst our colleagues and seeks to achieve equity in their experience, progression, and achievement. The Employer strives to embed equality in all of its activities and will seek to promote awareness of equality and foster good practice. Accordingly, the Employer will maintain an open dialogue with bargaining unit employees, consistent with these goals, regarding the maintenance of a diverse, equitable, and inclusive working environment.

1. Bargaining unit employees may have particular and specific requirements that need to be met if they are to enjoy equal access and representation.
2. In the interests of creating support and structure for bargaining unit employees, if a bargaining unit employee requests support from the Employer, the Employer will meet them where they are at and support them on a case-by-case basis.
3. Any bargaining unit employee affected by uterine conditions and symptoms including but not limited to cramps, migraines, nausea/vomiting, premenstrual dysphoric disorder, menopause, and endometriosis may speak with a Human Resources representative and/or manager to agree upon a reasonable accommodating work schedule. Such requests will not be unreasonably denied..
4. Where a bargaining unit employee requires assisted nutrition or is a caretaker of someone requiring assisted nutrition, the Employer will support a reasonable flexible schedule that accommodates this.
 - a. The Employer's premises will include a room or location in close proximity to the work area, other than a bathroom, for bargaining unit employees to provide assisted nutrition in private.
 - i. This may include but is not limited to a comfortable chair, at least one flat surface for a breast pump, refrigeration and dry storage spaces separate from the breakroom, or other accommodations to be considered on an individual basis.

Article 38. Duration and Renewal

1. This contract shall commence on the 1st day of August 2024 and expire at midnight on the 31st day of May 2027. The contract shall inure to the benefit of and be binding upon the successors and assigns of the Employer.
2. Within sixty (60) days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on the expiration date set forth in Section 1. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to the expiration date in Section 1, the new contract shall be made retroactive to said date.

SIGNATURE PAGE

THE CHANCELLOR, MASTERS AND
SCHOLARS OF THE UNIVERSITY OF
OXFORD T/A OXFORD UNIVERSITY
PRESS USA



Philippa Kilgannon, Group People
Experience Director, Authorized Agent of
The Chancellor, Masters and Scholars of
the University of Oxford t/a Oxford
University Press USA

NEWS MEDIA GUILD, LOCAL 31222 TNG-
CWA, AFL-CIO



Vin Cherwoo, NMG President



Scott Morales, NMG OUP Unit Chair

The following Memorandum of Agreement and Letter of Agreement are not part of the Collective Bargaining Agreement.

Memorandum of Agreement between Oxford University Press, USA and News Media Guild (TNG-CWA Local 31222), September 15, 2022

Job Descriptions for Existing Positions as of CBA Ratification

WHEREAS the parties acknowledge that job descriptions for several positions are nonexistent or not up to date.

WHEREAS the drafting and mutual agreement on the content of all job descriptions are important for the enforcement of the Collective Bargaining Agreement.

The parties agree:

1. Within the first thirty (30) days of ratification of the Collective Bargaining Agreement, the parties will establish a Working Group to draft, review, and agree on the final versions of all job descriptions.
2. The Working Group on Job Descriptions will be composed of an equal number of members of management and members of the union, with the flexibility to invite employees and supervisors directly related to the job descriptions as experts on an as-needed basis.
3. The Working Group on Job Descriptions will seek to finalize the job descriptions no later than six (6) months after establishing the Working Group unless it is mutually agreed to extend its mission.
4. This Memorandum of Agreement will expire six (6) months after ratification of the Collective Bargaining Agreement or as extended by mutual agreement.

Letter of Agreement: Ratification Bonus

In consideration of ratification of the Collective Bargaining Agreement, the Employer shall:

1. Close the New York office between Christmas and New Year, beginning in the calendar year of Agreement ratification and repeating each year for the duration of this Agreement. Bargaining unit employees will be provided full pay during this period of time; and
2. Provide a one-time payment of \$1,750 to bargaining unit employees, due within 30 days of both parties executing the Agreement. The payment shall be subject to standard taxation and withholding deductions, shall be payable on a one-time only basis, and shall not be included in any bargaining unit employee's regular salary, wage rate or regular pay for any other purpose.

Memorandum of Agreement: Education Consultants

The parties agree to negotiate, before the beginning of the Employer's fiscal year, a Sales Incentive Compensation scheme for Educational Consultants to replace agreements expiring at the end of the current fiscal year under the following principles:

1. Target sales and terms needed to qualify for payment cannot be modified to reduce or deny payment to employees working towards those targets during the life of the individual agreement.
2. Earned compensation under the scheme cannot be reduced or denied under any circumstance during the life of the individual agreement.
3. For employees terminating employment for any reason, they will be paid any earned amounts at the end of the fiscal year.
4. The negotiated Sales Incentive Compensation scheme will become part of the Collective Bargaining Agreement as an exhibit and subject to the terms of the Duration and Renewal clause.

Appendix of Exhibits

Exhibit A – Certification of Representative

Exhibit B – Separation and Release of Claims Forms

Exhibit C – Invitation to Apply for Open Positions

Exhibit A – Certification of Representative

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 2**

OXFORD UNIVERSITY PRESS USA

Employer

and

Case 02-RC-279675

**NEWS MEDIA GUILD, LOCAL 31222, THE
NEWSGUILD-COMMUNICATIONS WORKERS
OF AMERICA**

Petitioner

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

**NEWS MEDIA GUILD, LOCAL 31222, THE NEWSGUILD- COMMUNICATIONS WORKERS
OF AMERICA**

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

INCLUDED: All full-time and regular part-time Art Directors, Content Architects, Content Operations Process Analysts, Content Solutions Specialists, Continuous Improvement Leads, Copyediting Lead - Content, Demand Planners, Designers, Editor (Dual-trained) new words, Education Consultants, Lead Designers, Manufacturing Controllers, Media Editors, Multi media Producers, Senior Author Specialists, Senior Content Solutions Specialists, Senior Designers, Senior Development Editor, Senior Enabling Systems Strategy Analysts, Senior Manufacturing Controllers, Senior Production Editors, Senior Production Editors TSPM, Senior Project Editors, Senior Publicists, Senior Strategic Analysts, Assistant Editors, Associate Editors, Associate Accounts Managers, Associate Marketing Managers, Associate Marketing Managers - Demand Generation, Associate Publicists, Associate Publishers, Journals Author Support Marketing Executives, Editorial Assistants, Editorial Coordinators, Facilities Assistants, Marketing Assistants, Marketing Coordinators, Production Coordinators, Project Editors, Publicists, Publicity Assistants, Publishing Assistants, Reviews Administrators, Social Media Assistants, Social Media Coordinators, Senior Online Operations Controllers, and Strategy and Transformation Coordinators who work at the Employer's offices located at 198 Madison

Avenue, New York, NY 10016 or remotely out of that location.

EXCLUDED: All other employees, including the following classifications: Acquisition Editors, Business Program Managers, Dictionaries, Directors Global Institutional Resellers & Channel Strategy, Directors of Business Development, Ethics & Compliance Analysts, Executive Editor, Field Sales Representatives, Heads of Commercial Support: Research and Reference, Heads of Strategic Partnering Academic, HR Business Partners, Portfolio Product Manager, Regional Service Delivery Managers, Project Managers, Regional Service Delivery Managers, Senior Acquisition Editors, Senior Product Managers, Strategy and Transformation Managers, Corporate Account Managers, Data Engineers, Digital Strategists, Executive Assistants to the President, Higher Education Partnership Consultants, Higher Education Internal Training Managers, Process Re-engineering Leads, Product Specialists, Publishers, Publishers Journals, Publishing Support Managers Journal, Sales Coordinators. Sales Representatives, Senior Business Development Consultants, Senior Publisher, Senior Publisher Journals, confidential employees, managers, guards, and supervisors as defined by the Act.



September 27, 2021

Olga C. Torres
Olga C. Torres

Regional Director, Region 2
National Labor Relations Board

Exhibit B – Separation and Release of Claims Forms

DATE

SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release ("**Agreement**") confirms the severance of your employment with Oxford University Press ("**OUP**" or "**Company**") effective [DATE]. We are offering you a separation package that contains benefits to which you are not otherwise entitled under OUP policies. In exchange for OUP providing you with these additional benefits, and in consideration of the promises and benefits set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, you and OUP agree as follows:

1. **Termination of Employment.** You acknowledge that your employment has terminated and that your employment relationship with OUP will be severed effective [DATE] ("**Separation Date**"), and that you have no right to return to that employment. You will be paid through the Separation Date, which is the last date of your employment with OUP.
 - (a) You agree that OUP has paid you all earned compensation and wages, accrued vacation/paid time off, and other benefits that were or could have been due to you through the Separation Date. You further agree that you have received all amounts that you are entitled to receive by virtue of your employment with the company regarding any compensation, wages, bonuses, severance, vacation, paid time off or other paid leave, insurance or any other type of compensation or benefits of any kind from OUP and/or in connection with your employment. However, you may be eligible for a bonus payout, scheduled for [DATE]. Please note, that the bonus payout is not guaranteed and you are not entitled to any bonus; any payout depends on OUP's financial performance [or any other measurement]. OUP will notify you regarding any potential payout. By signing this Agreement, you acknowledge that you understand the terms regarding any potential bonus payout and that the payout is not guaranteed.
 - (b) You acknowledge and agree that your right to participate as an employee in any benefits plans of the Company terminates on [DATE]. This Agreement does not affect your right, if any, to continue your group health insurance benefits under federal law. OUP is providing you with an information sheet concerning unemployment benefits that may be available to you. New York State makes all final decisions regarding your eligibility for unemployment benefits.
2. **Severance Benefits.** Provided that you accept and return a signed original of this Agreement, OUP shall provide you with a lump sum payment in the total gross amount of **\$[AMOUNT]**, representing [NUMBER] weeks salary, less applicable withholdings as required by law, and outstanding cash advances, if applicable; six (6) months of COBRA cost-share premiums; and three (3) month of outplacement services ("**Separation Benefits**"). OUP will make the Separation Benefits available as follows, provided you have not revoked this Agreement in accordance with Paragraph 4(c) below:
 - (a) The benefit pertaining to the [AMOUNT] salary shall be in the amount of [NUMBER] and be paid to in the next applicable payroll after the end of the Revocation Period, provided you have not revoked this Agreement in accordance with Paragraph 4(c) below.

- (b) OUP will make payments regarding COBRA cost-share benefit premiums as they incur—i.e., on a monthly basis.
 - (c) OUP will pay Lee Hecht Harrison for three (3) months of outplacement services. The services will be made available when you initiate contact with Lee Hecht Harrison. You will be responsible for managing this benefit in accordance with the rules and regulation of the carrier.
 - (d) You agree that the benefits being provided to you by OUP under this Agreement, other than rights that have already vested, are benefits you are not otherwise entitled to receive by virtue of your employment with the company.
3. **Release of Claims.** In consideration of the benefits paid to you under this Agreement, you agree to release, acquit and discharge OUP, as well as its related entities, officers, owners, shareholders, partners, limited partners, employees, directors, managers, investors, attorneys, insurers, agents, trustees, administrators, representatives, subsidiaries, affiliates, successors, predecessors and assigns ("**Released Parties**"), from any claim or cause of action of any kind that relates to or involves your employment or the separation of your employment with OUP that you have had or may now have against OUP or any of the released parties.
- (a) The claims you are agreeing to release include, but are not limited to, all claims, charges, complaints, liabilities, obligations, promises, agreements, contracts, damages, actions, causes of action, suits, accrued benefits or other liabilities of any kind or character, whether known or hereafter discovered, arising from or in any way connected with or related to your employment with the Company and your termination of employment with the Company. This release includes but is not limited to a release of any allegations of wrongful termination, breach of contract, intentional infliction of emotional distress, negligent infliction of emotional distress, defamation, invasion of privacy, fraud, promissory estoppel, civil conspiracy, tortious interference with contractual relations, implied contract, quasi-contract, negligence, gross negligence, wrongful discharge for refusal to commit an illegal act, breach of employment contract, any action in tort or contract, any violation of any federal, state or local law. With this release, you are also releasing any claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*; the Equal Pay Act, 29 U.S.C. § 206(d); Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12111, *et seq.*; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, *et seq.*; and the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*; New York State Human Rights Law; the New York Labor Law (including but not limited to the New York State Worker Adjustment and Retraining Notification Act, all provisions prohibiting discrimination and retaliation, and all provisions regulating wage and hour law); the New York State Correction Law; the New York State Civil Rights Law, Section 125 of the New York Workers' Compensation Law, the New York City Human Rights Law; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), 29 U.S.C. 621 *et seq.*; the Older Workers Benefit Protection Act; and any and all claims related to your employment and termination arising under federal, state, or local law, and any and all claims for severance pay or benefits under any compensation or employee benefit plan, program, policy, contract, agreement or other arrangement of Company, but excluding any benefits to which you are entitled under the Company 401(k) Plan,

ESOP or any plan that is a group health plan subject to COBRA, to the extent you properly elect and pay for such COBRA continuation coverage.

- (b) This release does not prevent you from filing a charge of discrimination or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or a similar federal, state or local agency, provided however, that you waive your right to monetary or other recovery should any claim be pursued with the EEOC or any similar federal, state or local agency on your behalf arising out of or related to any claim released under this Agreement, unless otherwise provided under law.
 - (c) The Parties intend this release to be construed broadly to include all claims that have existed since the beginning of time through the date on which you execute this Agreement. You acknowledge and agree that this release does not apply to (1) OUP's obligations under this Agreement, (2) any vested rights you have in any benefits as of the date your employment at OUP ends, (3) claims that cannot be waived by law, such as claims for benefits for a work-related injury, or (4) any claims or rights that might arise after the date you execute this Agreement. However, this Agreement does irrevocably waive, and you acknowledge and agree that this Agreement irrevocably waives, any cause of action you may have for worker's compensation retaliation and/or discrimination. You acknowledge and expressly confirm that you have timely notified OUP of all alleged work-related injuries, accidents and/or occurrences as well as any and all perceived or alleged violations of any law or regulation you claim to have incurred, observed or experienced during your employment at OUP.
 - (d) You acknowledge and agree that you will not institute, and have not instituted, any legal proceeding against OUP or the released parties before any state or federal agency, any arbitral body, or any court for any claims arising before the execution of this Agreement.
 - (e) You are hereby advised to consult your attorney prior to signing this Agreement, because you are giving up significant legal rights. You acknowledge that you have been so advised and have, in fact, consulted fully with an attorney prior to signing this Agreement or you are waiving your right to do so.
4. **Age Discrimination in Employment Act Release.** You understand and agree that age discrimination claims are specifically intended to be included as part of the released claims described in this Agreement. You specifically acknowledge and agree that you are waiving and releasing any and all rights or claims that you may have under the Age Discrimination in Employment Act, as amended ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"), which may have arisen on or before the date of execution of this agreement. You further acknowledge and agree that you are not waiving or releasing any rights or claims under the ADEA or OWBPA that might arise after this Agreement is executed. You also acknowledge and agree that this release and waiver of claims under the ADEA and/or OWBPA, as well as this entire Agreement, is written in a manner calculated to be understood by you and that you do, in fact, understand the terms, conditions and effect of this Agreement, including the ADEA/OWBPA release.
- (a) **Additional Consideration:** You agree that promises in this agreement by OUP represent obligations by OUP to you that are in addition to anything of value to which

you were otherwise entitled from OUP and that consideration has been paid by the Company (beyond that which would have otherwise been paid) in order to effect a valid waiver of your claims under the age discrimination laws.

- (b) **Advice To Consult An Attorney:** You are hereby advised to consult your attorney prior to signing this Agreement, because you are giving up significant legal rights. You acknowledge that you have been so advised and have, in fact, consulted fully with an attorney prior to signing this Agreement.
 - (c) **Reasonable Period of Review and Right to Revoke Release of ADEA Claims:** You acknowledge and agree that you have been given a period of [21/45] days to review and consider this Agreement before signing it. You further acknowledge and agree that you can use as much of the [21/45]-day period as you choose before signing this Agreement. You also acknowledge and agree that you may revoke the release of your ADEA/OWBPA claims within seven (7) days of your signing this Agreement (the "Revocation Period"). Revocation must be made by emailing written notice of revocation to the attention **Lori Padrick at lori.padrick@oup.com** no later than the seventh (7th) day after you sign this Agreement. In the event you timely revoke, the Company will no longer be obligated to make the payment described in Paragraph 2.
 - (d) **Effective Date:** You acknowledge and agree that you have been advised that this Agreement will not become enforceable until the Revocation Period has expired. You understand that the "Effective Date" will be the eighth (8th) day following your execution of this Agreement, provided you have not exercised your right to revoke the Agreement.
5. **No Admission of Liability.** By entering into this Agreement, neither you nor OUP admits to any wrongdoing and any such wrongdoing is expressly denied.
6. **Neutral Reference.** You agree that if a prospective employer contacts OUP about your work history with the company, OUP will provide the prospective employer with a neutral reference to include your job title, employment status, date of hire, and length of service.
7. **Non-Disparagement.** You agree that you will not make or cause to be made any statements that disparage, defame, or slander the reputation of the Company or its affiliates (or any of their officers, directors or employees), including but not limited to making such statements to the media, public interest groups, publishing companies, and/or through internet posting. You further represents that you have not made any comments prohibited by the terms of this Section before the date you execute this Agreement.
- (a) Provided, however, that this provision does not in any way restrict or impede you from exercising protected rights, including rights under the National Labor Relations Act (NLRA), to the extent applicable. Similarly, this provision shall not apply to communications required by law or made in response to a valid subpoena or other lawful order compelling a Party to provide testimony or information; provided further, that in responding to a valid subpoena or other lawful order, the responding Party will provide the other Party with advance notice and an opportunity to seek a protective order or other safeguard for its confidential information.
8. **Confidential Information.** You acknowledge that during your employment with OUP you received and/or had access to confidential information pertaining to the company. You

acknowledge that this confidential information has substantial value to OUP. Therefore, you agree to return all confidential and proprietary information of OUP on or before the date you execute this Agreement; this includes but is not limited to software, hardware, books, cell phones, cameras, data (whether electronic or otherwise), intellectual property, and/or any additional hardware. You agree not to (a) use or cause to be used for your benefit or the benefit of any other person or entity or (b) disclose to any other person or entity in any manner, directly or indirectly, any confidential information without specific advance written authorization from OUP or unless required to do so by duly issued legal process or otherwise required by law.

(a) Pursuant to the Defend Trade Secrets Act, this paragraph serves as notice to you that you may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of OUP's trade secrets or other confidential information: (a) made (i) in confidence to a government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, in a suit for retaliation based on the reporting of a suspected violation of law, you may disclose trade secrets to your attorney and use trade secret information in the court proceeding, so long as any document containing trade secret information is filed under seal and you do not disclose trade secret information except pursuant to a court order.

9. **Return of Company Property.** You represent that you have returned all OUP property to the company, including but not limited to keys, credits cards, access cards, and electronic or other equipment. Should you locate additional property belonging to OUP in the future, you agree to immediately return such property to OUP.
10. **Confidentiality.** The financial terms of this Agreement are strictly confidential. You agree that you will not disclose this Agreement or its terms to any person other than your spouse, financial advisor, attorney, or other individual allowed by law. Additionally, this provision does not in any way restrict or impede you from disclosing this Agreement as an exercise of your protected rights to the extent that such rights cannot be waived by agreement (including rights under Section 7 of the National Labor Relations Act).
- (a) Nothing in this Section shall restrict you from: (i) initiating, testifying, assisting, complying with a subpoena from, or participating in any manner with an investigation conducted by the appropriate local, state, or federal agency; or (ii) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits to which you may be entitled. However, to the extent applicable, you agree to give written notice to OUP within one (1) day of your receipt, whether constructive or actual, of any such request or requirement.
- (b) This Section does not in any way restrict or impede you from disclosing the underlying facts or circumstances giving rise to any potential claim of discrimination, harassment, or retaliation.
11. **Remedies.** If you fail to comply with any of the terms of this Agreement, OUP may, in addition to any other remedies it may have, reclaim any amounts paid to you under the provisions of this Agreement, without waiving your releases provided in the Agreement. In addition to the above, you agree that if you fail to honor your promises contained in this Agreement, you will reimburse OUP for any amount of money, including attorneys' fees,

the company is required to pay to as a result of your failure to honor your obligations as outlined in the Agreement and to obtain your compliance with such obligations.

12. **Amendment; Entire Agreement.** The Parties represent and agree that they are not relying upon any oral or written promises or representations other than those expressly stated herein in entering this Agreement. This Agreement may not be changed orally but only by an agreement in writing agreed to and signed by all Parties. This Agreement constitutes the complete understanding and agreement between the Parties and supersedes all other agreements, whether written or oral, and understandings prior to or contemporaneous with this Agreement.
13. **No Waiver.** No failure by any Party at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
14. **Severability.** To the extent permitted by applicable law, the Parties agree that any term or provision of this Agreement that renders such term or provision of any other term or provision hereof invalid or unenforceable in any respect shall be modified to the extent necessary to avoid rendering such term or provision invalid or unenforceable, and such modification shall be accomplished in the manner that most nearly preserves the benefit of the Parties' bargain.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.
16. **Governing Law; Exclusive Jurisdiction.** This Agreement arises under and shall be interpreted, enforced and governed by New York. Any legal proceedings between the Parties shall be subject to the exclusive jurisdiction of the federal or state courts located in New York. The Parties submit to the exclusive jurisdiction of, and waive any objections to personal jurisdiction before, those courts. The Parties further agree that the prevailing party in any litigation filed to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs, including but not limited to expert witness fees.
17. **Acknowledgements.** By signing this Agreement, you acknowledge that all of the promises being made by OUP are being made in exchange for all of your promises and that if you fail to keep your promises, it may take whatever legal action it chooses to enforce your promises and/or to recover from you the amount of any damages, including attorneys' fees, it suffers because of your failure to keep your promises.
 - (a) [Note: The following sentence shall not be used for bargaining unit employees laid off pursuant to Article 12 of the CBA] You acknowledge that effective [DATE] your employment with OUP has ended irrevocably and forever and will not be resumed against at any time in the future, whether as an employee, contractor or otherwise. You further acknowledge and agree that your promise not to apply for employment with, become employed by, or perform contract employee services for OUP or its owners, parents, subsidiaries or affiliated companies, in the future (whether as an employee, contractor or otherwise) is a material term inducing OUP to enter into this Agreement. You agree that this Agreement is a legitimate, non-discriminatory reason to terminate your employment if you are inadvertently hired in violation of this

Agreement.

If you fail to sign and return this agreement by the [21st/45th] date following today's date, the package will no longer be available to you. If you have any questions about this Agreement or its terms, please contact me.

Oxford University Press

By: _____
NAME
TITLE

Employee:

By my signature below, I confirm that I have read this Agreement, I have been told in writing to confer with my attorney regarding any questions I may have as to its meaning and legal effect, and I voluntarily agree to its terms and conditions.

NAME

Date

DATE

SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release ("**Agreement**") confirms the severance of your employment with Oxford University Press ("**OUP**" or "**Company**") effective [DATE]. We are offering you a separation package that contains benefits to which you are not otherwise entitled under OUP policies. In exchange for OUP providing you with these additional benefits, and in consideration of the promises and benefits set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, you and OUP agree as follows:

1. **Termination of Employment.** You acknowledge that your employment has terminated and that your employment relationship with OUP will be severed effective [DATE] ("**Separation Date**"), and that you have no right to return to that employment. You will be paid through the Separation Date, which is the last date of your employment with OUP.
 - (a) You agree that OUP has paid you all earned compensation and wages, accrued vacation/paid time off, and other benefits that were or could have been due to you through the Separation Date. You further agree that you have received all amounts that you are entitled to receive by virtue of your employment with the company regarding any compensation, wages, bonuses, severance, vacation, paid time off or other paid leave, insurance or any other type of compensation or benefits of any kind from OUP and/or in connection with your employment. However, you may be eligible for a bonus payout, scheduled for [DATE]. Please note, that the bonus payout is not guaranteed and you are not entitled to any bonus; any payout depends on OUP's financial performance [or any other measurement]. OUP will notify you regarding any potential payout. By signing this Agreement, you acknowledge that you understand the terms regarding any potential bonus payout and that the payout is not guaranteed.
 - (b) You acknowledge and agree that your right to participate as an employee in any benefits plans of the Company terminates on [DATE]. This Agreement does not affect your right, if any, to continue your group health insurance benefits under federal law. OUP is providing you with an information sheet concerning unemployment benefits that may be available to you. New York State makes all final decisions regarding your eligibility for unemployment benefits.
2. **Severance Benefits.** Provided that you accept and return a signed original of this Agreement, OUP shall provide you with a lump sum payment in the total gross amount of **\$[AMOUNT]**, representing [NUMBER] weeks salary, less applicable withholdings as required by law, and outstanding cash advances, if applicable; six (6) months of COBRA cost-share premiums; and three (3) month of outplacement services ("**Separation Benefits**"). OUP will make the Separation Benefits available as follows, provided you have not revoked this Agreement in accordance with Paragraph 4(c) below:
 - (a) The benefit pertaining to the [AMOUNT] salary shall be in the amount of [NUMBER] and be paid to in the next applicable payroll after the end of the Revocation Period, provided you have not revoked this Agreement in accordance with Paragraph 4(c) below.
 - (b) OUP will make payments regarding COBRA cost-share benefit premiums as they

incur—i.e., on a monthly basis.

- (c) OUP will pay Lee Hecht Harrison for three (3) months of outplacement services. The services will be made available when you initiate contact with Lee Hecht Harrison. You will be responsible for managing this benefit in accordance with the rules and regulation of the carrier.
 - (d) You agree that the benefits being provided to you by OUP under this Agreement, other than rights that have already vested, are benefits you are not otherwise entitled to receive by virtue of your employment with the company.
3. **Release of Claims.** In consideration of the benefits paid to you under this Agreement, you agree to release, acquit and discharge OUP, as well as its related entities, officers, owners, shareholders, partners, limited partners, employees, directors, managers, investors, attorneys, insurers, agents, trustees, administrators, representatives, subsidiaries, affiliates, successors, predecessors and assigns ("**Released Parties**"), from any claim or cause of action of any kind that relates to or involves your employment or the separation of your employment with OUP that you have had or may now have against OUP or any of the released parties.
- (a) The claims you are agreeing to release include, but are not limited to, all claims, charges, complaints, liabilities, obligations, promises, agreements, contracts, damages, actions, causes of action, suits, accrued benefits or other liabilities of any kind or character, whether known or hereafter discovered, arising from or in any way connected with or related to your employment with the Company and your termination of employment with the Company. This release includes but is not limited to a release of any allegations of wrongful termination, breach of contract, intentional infliction of emotional distress, negligent infliction of emotional distress, defamation, invasion of privacy, fraud, promissory estoppel, civil conspiracy, tortious interference with contractual relations, implied contract, quasi-contract, negligence, gross negligence, wrongful discharge for refusal to commit an illegal act, breach of employment contract, any action in tort or contract, any violation of any federal, state or local law. With this release, you are also releasing any claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*; the Equal Pay Act, 29 U.S.C. § 206(d); Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12111, *et seq.*; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, *et seq.*; and the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*; New York State Human Rights Law; the New York Labor Law (including but not limited to the New York State Worker Adjustment and Retraining Notification Act, all provisions prohibiting discrimination and retaliation, and all provisions regulating wage and hour law); the New York State Correction Law; the New York State Civil Rights Law, Section 125 of the New York Workers' Compensation Law, the New York City Human Rights Law; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), 29 U.S.C. 621 *et seq.*; the Older Workers Benefit Protection Act; and any and all claims related to your employment and termination arising under federal, state, or local law, and any and all claims for severance pay or benefits under any compensation or employee benefit plan, program, policy, contract, agreement or other arrangement of Company, but excluding any benefits to which you are entitled under the Company 401(k) Plan, ESOP or any plan that is a group health plan subject to COBRA, to the extent you properly elect and pay for such COBRA continuation coverage.

- (b) This release does not prevent you from filing a charge of discrimination or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or a similar federal, state or local agency, provided however, that you waive your right to monetary or other recovery should any claim be pursued with the EEOC or any similar federal, state or local agency on your behalf arising out of or related to any claim released under this Agreement, unless otherwise provided under law.
 - (c) The Parties intend this release to be construed broadly to include all claims that have existed since the beginning of time through the date on which you execute this Agreement. You acknowledge and agree that this release does not apply to (1) OUP's obligations under this Agreement, (2) any vested rights you have in any benefits as of the date your employment at OUP ends, (3) claims that cannot be waived by law, such as claims for benefits for a work-related injury, or (4) any claims or rights that might arise after the date you execute this Agreement. However, this Agreement does irrevocably waive, and you acknowledge and agree that this Agreement irrevocably waives, any cause of action you may have for worker's compensation retaliation and/or discrimination. You acknowledge and expressly confirm that you have timely notified OUP of all alleged work-related injuries, accidents and/or occurrences as well as any and all perceived or alleged violations of any law or regulation you claim to have incurred, observed or experienced during your employment at OUP.
 - (d) You acknowledge and agree that you will not institute, and have not instituted, any legal proceeding against OUP or the released parties before any state or federal agency, any arbitral body, or any court for any claims arising before the execution of this Agreement.
 - (e) You are hereby advised to consult your attorney prior to signing this Agreement, because you are giving up significant legal rights. You acknowledge that you have been so advised and have, in fact, consulted fully with an attorney prior to signing this Agreement or you are waiving you right to do so.
4. **No Admission of Liability.** By entering into this Agreement, neither you nor OUP admits to any wrongdoing and any such wrongdoing is expressly denied.
5. **Neutral Reference.** You agree that if a prospective employer contacts OUP about your work history with the company, OUP will provide the prospective employer with a neutral reference to include your job title, employment status, date of hire, and length of service.
6. **Non-Disparagement.** You agree that you will not make or cause to be made any statements that disparage, defame, or slander the reputation of the Company or its affiliates (or any of their officers, directors or employees), including but not limited to making such statements to the media, public interest groups, publishing companies, and/or through internet posting. You further represents that you have not made any comments prohibited by the terms of this Section before the date you execute this Agreement.
- (a) Provided, however, that this provision does not in any way restrict or impede you from exercising protected rights, including rights under the National Labor Relations Act (NLRA), to the extent applicable. Similarly, this provision shall not apply to

communications required by law or made in response to a valid subpoena or other lawful order compelling a Party to provide testimony or information; provided further, that in responding to a valid subpoena or other lawful order, the responding Party will provide the other Party with advance notice and an opportunity to seek a protective order or other safeguard for its confidential information.

7. **Confidential Information.** You acknowledge that during your employment with OUP you received and/or had access to confidential information pertaining to the company. You acknowledge that this confidential information has substantial value to OUP. Therefore, you agree to return all confidential and proprietary information of OUP on or before the date you execute this Agreement; this includes but is not limited to software, hardware, books, cell phones, cameras, data (whether electronic or otherwise), intellectual property, and/or any additional hardware. You agree not to (a) use or cause to be used for your benefit or the benefit of any other person or entity or (b) disclose to any other person or entity in any manner, directly or indirectly, any confidential information without specific advance written authorization from OUP or unless required to do so by duly issued legal process or otherwise required by law.
 - (a) Pursuant to the Defend Trade Secrets Act, this paragraph serves as notice to you that you may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of OUP's trade secrets or other confidential information: (a) made (i) in confidence to a government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, in a suit for retaliation based on the reporting of a suspected violation of law, you may disclose trade secrets to your attorney and use trade secret information in the court proceeding, so long as any document containing trade secret information is filed under seal and you do not disclose trade secret information except pursuant to a court order.
8. **Return of Company Property.** You represent that you have returned all OUP property to the company, including but not limited to keys, credits cards, access cards, and electronic or other equipment. Should you locate additional property belonging to OUP in the future, you agree to immediately return such property to OUP.
9. **Confidentiality.** The financial terms of this Agreement are strictly confidential. You agree that you will not disclose this Agreement or its terms to any person other than your spouse, financial advisor, attorney, or other individual allowed by law. Additionally, this provision does not in any way restrict or impede you from disclosing this Agreement as an exercise of your protected rights to the extent that such rights cannot be waived by agreement (including rights under Section 7 of the National Labor Relations Act).
 - (a) Nothing in this Section shall restrict you from: (i) initiating, testifying, assisting, complying with a subpoena from, or participating in any manner with an investigation conducted by the appropriate local, state, or federal agency; or (ii) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits to which you may be entitled. However, to the extent applicable, you agree to give written notice to OUP within one (1) day of your receipt, whether constructive or actual, of any such request or requirement.
 - (b) This Section does not in any way restrict or impede you from disclosing the underlying

facts or circumstances giving rise to any potential claim of discrimination, harassment, or retaliation.

10. **Remedies.** If you fail to comply with any of the terms of this Agreement, OUP may, in addition to any other remedies it may have, reclaim any amounts paid to you under the provisions of this Agreement, without waiving your releases provided in the Agreement. In addition to the above, you agree that if you fail to honor your promises contained in this Agreement, you will reimburse OUP for any amount of money, including attorneys' fees, the company is required to pay to as a result of your failure to honor your obligations as outlined in the Agreement and to obtain your compliance with such obligations.
11. **Amendment; Entire Agreement.** The Parties represent and agree that they are not relying upon any oral or written promises or representations other than those expressly stated herein in entering this Agreement. This Agreement may not be changed orally but only by an agreement in writing agreed to and signed by all Parties. This Agreement constitutes the complete understanding and agreement between the Parties and supersedes all other agreements, whether written or oral, and understandings prior to or contemporaneous with this Agreement.
12. **No Waiver.** No failure by any Party at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
13. **Severability.** To the extent permitted by applicable law, the Parties agree that any term or provision of this Agreement that renders such term or provision of any other term or provision hereof invalid or unenforceable in any respect shall be modified to the extent necessary to avoid rendering such term or provision invalid or unenforceable, and such modification shall be accomplished in the manner that most nearly preserves the benefit of the Parties' bargain.
14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.
15. **Governing Law; Exclusive Jurisdiction.** This Agreement arises under and shall be interpreted, enforced and governed by New York. Any legal proceedings between the Parties shall be subject to the exclusive jurisdiction of the federal or state courts located in New York. The Parties submit to the exclusive jurisdiction of, and waive any objections to personal jurisdiction before, those courts. The Parties further agree that the prevailing party in any litigation filed to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs, including but not limited to expert witness fees.
16. **Acknowledgements.** By signing this Agreement, you acknowledge that all of the promises being made by OUP are being made in exchange for all of your promises and that if you fail to keep your promises, it may take whatever legal action it chooses to enforce your promises and/or to recover from you the amount of any damages, including attorneys' fees, it suffers because of your failure to keep your promises.
 - (a) [Note: The following sentence shall not be used for bargaining unit employees laid off pursuant to Article 12 of the CBA] You acknowledge that effective [DATE] your

employment with OUP has ended irrevocably and forever and will not be resumed against at any time in the future, whether as an employee, contractor or otherwise. You further acknowledge and agree that your promise not to apply for employment with, become employed by, or perform contract employee services for OUP or its owners, parents, subsidiaries or affiliated companies, in the future (whether as an employee, contractor or otherwise) is a material term inducing OUP to enter into this Agreement. You agree that this Agreement is a legitimate, non-discriminatory reason to terminate your employment if you are inadvertently hired in violation of this Agreement.

If you fail to sign and return this agreement by the [21st/45th] date following today's date, the package will no longer be available to you. If you have any questions about this Agreement or its terms, please contact me.

Oxford University Press

By: _____
NAME
TITLE

Employee:

By my signature below, I confirm that I have read this Agreement, I have been told in writing to confer with my attorney regarding any questions I may have as to its meaning and legal effect, and I voluntarily agree to its terms and conditions.

NAME

Date

Exhibit C – Invitation to Apply for Open Positions

INVITATION TO APPLY FOR OPEN POSITION

[INSERT DATE]

This Notice is sent in accordance with Article 12, Section 7 of the Collective Bargaining Agreement. Oxford University Press ("OUP") has an opening for a position, titled [INSERT POSITION TITLE], in OUP's New York, New York office. You have been identified as an individual on the recall list who is eligible to apply for the position.

If you are interested in applying for the position, please provide written notice to OUP at [Insert OUP HR EMAIL] within ten (10) business days of receiving this notice expressing your interest in applying for this position. You can also opt-out of receiving any further notices from OUP by providing written notice to the above email address and indicating your desire to opt-out. Please note, a copy of this Notice and your written notice will be provided to the Guild.

Please note, this Notice is not a guarantee of employment for the open position. This Notice is being sent to all eligible individuals on the recall list. Should multiple individuals apply for the position, OUP will make a determination based on the individual's skill and ability to perform the work for the position, as well as the individual's previous length of service and seniority status. Should you have any questions, feel free to contact OUP at the [Insert OUP HR EMAIL] or your Guild representative. Thank you.

