

COLLECTIVE BARGAINING AGREEMENT

Between

The Institute for Public Affairs, Publisher of In These Times

And

The Washington-Baltimore Newspaper Guild, CWA Local 32035

September 14, 2017 – February 1, 2021

PREAMBLE

This contract is made this 3rd day of November, 2017, between the not-for-profit Institute for Public Affairs, Publisher of In These Times Magazine, hereinafter known as the Publisher, and the Washington-Baltimore Newspaper Guild, CWA Local 32035, hereinafter known as the Guild, for itself and on behalf of all employees of the Publisher described in Article I.

ARTICLE 1 – COVERAGE

1. This contract covers all employees, including those who are grant-funded, and Fellows on term-specific grant funded fellowships of up to two years in all departments of the Publisher, except the following:

Publisher
Deputy Publisher
Web and Deputy Editor
Development and Marketing Director

as well as supervisors and confidential employees as defined by the National Labor Relations Act, temporary employees, freelancers and interns.

3. Performance of the following shall be assigned only to employees covered by this contract:

- (a) The kind of work either normally or presently performed within the unit covered by this contract,
- (b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit, and,
- (c) Any other kind of work assigned to be performed within said unit.
- (d) Managers and other exempt employees may continue to perform bargaining unit work (as defined in subsections a-c) to the extent that they currently and normally do so, so long as said performance of work does not result in a layoff or reduction of hours for any bargaining unit member. The assignment of such work shall not be the cause of such layoff or reduction, but it is acknowledged that some additional bargaining unit work may be performed by exempt individuals as a result of a layoff or reduction.

(e) Nothing in this article or section is to be construed to curtail current or historic usage of freelancers, temporaries, or interns.

ARTICLE II - GUILD SHOP

1. The Publisher shall require as a condition of employment of each employee that the employee either be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later, or that he or she shall pay an agency fee to the Guild in an amount equivalent to the dues he or she would pay as a Guild member.

2. There shall be no interference or attempt to interfere with the operations of the Guild.

ARTICLE III - DUES DEDUCTION

1. Upon an employee's voluntary written assignment, the Publisher shall deduct each pay period from the earnings of such employee and pay to the Guild each month an amount equal to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Publisher by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

2. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To:

I hereby assign to the Washington-Baltimore Newspaper Guild, CWA Local 32035, and authorize the Publisher to deduct, per pay period, from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues 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 Publisher to remit the amount deducted to the Guild each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization

shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Publisher and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Publisher and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Publisher and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Publisher receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of 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 and assessments.

Employee's signature

Date

3. The Guild shall indemnify and save the Publisher harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Publisher in complying with their agreement to collect any monies from their employees as set forth in this Article.

ARTICLE IV - MANAGEMENT FUNCTION

Management Rights. All management functions and prerogatives which the Publisher has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively in the Publisher.

ARTICLE V - HIRING

1. The Publisher shall notify the Guild of each vacancy and shall give full consideration to the hiring of candidates supplied by the Guild. All bargaining unit members who would be supervised by or work daily with a prospective staff member shall be advised of and offered the chance to participate in hiring interviews.

2.(a) The Publisher shall hire employees without regard to age, gender, race,

creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated. The Publisher shall actively recruit women and members of minority groups for all positions covered by this contract. The Publisher's hiring standards shall be consistent with those required to perform the job now and in the future.

(b) The Publisher shall seek a diverse pool of applicants for all opportunities and responsibilities within the organization and shall ensure that there is no adverse impact against any of the above-listed groups in its selection procedures.

3. Probationary period: The Publisher shall have the unlimited right to discharge a new employee who has not concluded a probationary work period of six (6) months from the date that the employee begins work. An employee's probationary period may be extended an additional three (3) months by mutual agreement of the Employer and the Guild.

4. (a) The Publisher shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based upon any of the factors listed in Section 2(a). Such harassment is illegal under the law and will not be tolerated in the organization.

b) This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other form of termination, rates of pay, assignments, and benefits.

5. The Publisher agrees not to have or enter into an agreement with another Publisher binding such other Publisher not to offer or give employment to an employee of the Publisher.

6. The Publisher is committed to providing staff with opportunities for continuous learning and development. Staff development is a shared responsibility and staff and leaders can expect to lead, train, and mentor any other staff or leader.

ARTICLE VI - INFORMATION

1. The Publisher shall supply the Guild on request with a list containing the following information for each employee to the extent it is available:

(a) Name, address, sex, date of birth, (b) Date of hiring.

(c) Job title.

(d) Salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation.

2. The Publisher shall notify the Guild upon request of:

(a) Merit increases granted by name of the employee, individual amount, resulting new salary, and effective date.

(b) Salary changes by reason thereof, and effective date.

(c) Resignations, retirements, deaths and other revisions in the data listed in Section 1, and effective dates.

3. Within three weeks after the hiring of a new employee, the Publisher shall furnish the Guild in writing with the data specified in Section 1 for each new employee.

4. The Publisher shall supply the Guild with all available information as to hiring and promotional standards and procedures, if any exists, and any changes.

5. The Publisher shall furnish to the employee and to the Guild a copy of any disciplinary action.-An employee and/or the Guild shall have the right to inspect and receive copies of materials in their own personnel file at reasonable times during normal working hours upon reasonable request to the Publisher.

ARTICLE VII - SECURITY

1. There shall be no discharge or discipline of non-probationary employees issued without just and proper cause. There shall be no dismissals as the result of putting this Agreement into effect.

2. Discipline shall be applied progressively by the Publisher, except that the Publisher need not follow progressive discipline before discharge if the discharge is for gross misconduct. The Publisher will issue discipline to an Employee within 10 days of the event(s), or the discovery of event(s), giving rise to the discipline. In the event the Publisher is unable to issue the discipline within 10 days due to scheduling or the press of other business, the discipline will be issued as soon as possible. Discipline will no longer be considered for purposes of progressive discipline after 12 months.

ARTICLE VIII - SENIORITY

1. Seniority will be the length of service of an Employee from the date of first employment unless a termination of seniority breaks the continuous service of the employee.

2. An Employee's seniority will be terminated when:

- a) An Employee voluntarily quits, or leaves the bargaining unit;
- b) An Employee is discharged for just and proper cause;
- c) An employee is laid-off and not recalled during the recall period;
- d) When an Employee does not report for work within five (5) consecutive work days upon recall from the recall list without notice to the company, or without satisfactory reason for not giving notice.

ARTICLE IX - LAYOFF

1.This Article shall not apply to probationary employees or Fellows on term-specific grant funded fellowships of up to two years.

2.The Employer reserves the right to exercise layoffs due to economic conditions. However, the Publisher will notify the Guild of possible layoff at least 90 days in advance, and offer to meet with the Guild to discuss possible alternatives to the prospective layoff. If the need for such layoff is not known to the Publisher that far in advance, the Publisher shall notify and meet the Guild as soon as possible. In the event no alternative is agreed to avoid a layoff, the Publisher shall determine the number and select the Employees for layoff based on need, and to the extent applicable seniority shall be a factor considered in determining layoffs. The Publisher will consult with the union in this determination.

3.Laid off employees shall remain on a recall list for 12 months. Time spent on a recall list will be counted for purposes of computation of seniority but for no other purpose, including the accrual of Paid Time Off. During the 12 month recall period, any potentially comparable bargaining unit job openings will first be offered to any laid-off employee with the requisite expertise, experience and qualification for the position, as determined by the Publisher. In the event more than one laid-off employee has the requisite expertise, experience and qualification for the position, as determined by the Publisher, the position shall be offered in order of seniority.

4.Laid-off employees' health benefits shall be continued through the month of layoff and the following month.

5.Any accrued Paid Time Off a laid off employee has at the time of a layoff will be used from the day after a layoff until is it exhausted, and paid out with normal payroll.

6.Laid off writers with the requisite expertise, experience and qualification, as determined by the Publisher shall be offered freelance assignments in priority order over any other freelancers.

7.Laid off employees, upon request, shall be provided with letters making clear that their layoff was due to financial and not performance issues.

8.An Employee recalled shall be paid the current rate of pay for the job position to which they are recalled.

ARTICLE X – SEVERANCE

This Article shall not apply to probationary employees or Fellows on term-specific grant funded fellowships of up to two years, or to employees hired and employed for a specific term pursuant to a temporary, time specific grant of one year or less.

1. Upon layoff due to economic conditions, Employees shall receive severance pay as follows:
 - a. One year to four years of service: Two weeks severance.

- b. Four to eight years of service: Three weeks severance.
- c. Eight years or more of service: Four weeks severance.

However, such pay will not be required if an employee is discharged because of just cause, quits, or retires, or if the employee accepts another employment position with ITT.

ARTICLE XI - GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Publisher or authorized agent any matter arising from the application of this contract or affecting the relations of an employee and the Publisher. The Employee and Guild shall have up to 15 business days after the circumstances giving rise to the issue took place to invoke Step One below:

1a. Step One: It is agreed that both parties shall do all possible to solve the dispute at the earliest possible stage. To that end, the Publisher shall meet with the employee and/or his/her steward within 15 business days thereafter to attempt to work out any dispute prior to filing a formal (written) grievance.

1b. Step Two: If a meeting with the Publisher does not resolve the dispute, a written grievance shall be filed within 10 business days from the date of the Step One meeting with the Publisher, with copies to the Guild, the Publisher, and the employee(s) directly involved in the grievance. This written grievance shall include a request to meet as described in Section 2.

2. The Publisher agrees to meet with the committee within 10 business days after request for such meeting. Efforts to adjust grievances shall be made on the Publisher's time. The Publisher will answer the grievance in writing within 10 business days of the Step Two meeting.

3. Any matter involving the interpretation, application, administration or alleged violation of this contract (except renewal of this contract), including any question whether a matter is arbitrable, not satisfactorily settled within 20 business days of the Publisher's Step Two answer may be submitted to final and binding arbitration by either party. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, or a mutually agreed-upon arbitrator. Where possible, the parties will seek and reasonably agree to the services of a pro bono neutral arbitrator. 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 express consent.

4. In the event that arbitration is requested, the parties shall jointly, in writing, request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators. Within five days of receipt of such panel, the parties shall meet

to select an arbitrator from such panel. The parties will alternately strike a name beginning with the party requesting arbitration and the last name remaining on such panel shall be deemed chosen as the arbitrator. The arbitrator's decision shall be final and binding on both parties. Nothing in this provision shall prevent the parties from agreeing to an arbitrator not on the panel submitted by FMCS, or prevent either party from requesting a new panel of potential arbitrators.

ARTICLE XII – RIGHT TO STRIKE

The Guild shall have the right to strike over any grievance not satisfactorily settled after the completion of Step 2 of the grievance procedure and in lieu of Sections XI (3 and 4), arbitration. In the event the Guild should exercise its right to strike in accordance with this provision, it will notify the Publisher in writing of such strike not less than four business days before the commencement of such strike and the notice will specify the grievance over which the strike is being called.

Employees who do not work during a strike period shall have no claim for pay for such periods; however, if the employer is found to have committed an Unfair Labor Practice (ULP) during the strike, employees may be awarded remedies, including back pay.

ARTICLE XIII - MINIMUM SALARIES

1. The minimum, fulltime annual salary shall be \$34,500.
2. The minimum annual salary for a part-time employee shall be \$19,500.
3. General increases. Effective January 1, 2018, all full-time and part-time employees shall receive a 3% increase in salary. Effective January 1, 2019, all full-time and part-time employees shall receive a 3% increase in salary. Effective January 1, 2020, all full-time and part-time employees shall receive a 3% increase in salary.
4. There shall be no involuntary reduction in salaries, except:
 - a. if such reduction is negotiated with the Guild to avoid layoff, or
 - b. in the case of a demotion or transfer to another position with a lower salary, or
5. Payment of salaries shall be made twice per month, or every two weeks.

ARTICLE XIV – GRANT FUNDING

1. For each grant that wholly or partially funds the salary of a bargaining unit

member, the Publisher will meet with the Guild at least ninety days before the expiration date of such grant to discuss the status of the grant and modifications the Guild may propose in the grant renewal application process.

2. Where possible, the Publisher will provide the Guild a copy of grant applications that would wholly or partially fund bargaining unit positions prior to the proposal's submission.

3. All proposals for grants to fund employee salaries will include a disclosure stating that Institute for Public Affairs In These Times employees are represented by The Newspaper Guild, Communications Workers of America.

ARTICLE XV – HOURS AND OVERTIME

1. Full-time employees are expected to work at least 40-hour work weeks, generally comprised of eight-hour days, five days per week. It is understood that employees will, from time to time, be required to work longer, shorter or different hours.

2. In keeping with ITT's current policy, employees required to work longer than normal hours shall be permitted, with consultation and agreement with the Publisher and when practical, to adjust their schedules to compensate for additional hours worked. Similarly, employees who normally work a Monday through Friday schedule and are required to work a weekend, will be given a weekday off for each weekend day worked.

3. Expectations for hours of part-time employees shall be set with the Publisher at the time of their employment.

Generally, the hours and days that a part-time employee works will vary depending on their particular position, but will generally be consistent month-to-month. It is understood that employees will, from time to time, be required to work longer, shorter or different hours.

4. Part-time employees who feel that they are regularly exceeding their agreed-upon work hours shall be entitled to meet with their supervisor and the Publisher to review their work duties.

5. Employees shall not be required to work during their approved vacations. However, in rare instances where they are asked to do so and agree, they shall receive comp time.

6. Union meetings and union business shall not be conducted during work hours, except where a designated Steward is required to attend a potential disciplinary meeting with a union member, or required to briefly meet with a union member in

preparation for the same, or are otherwise briefly involved in matters relating to enforcing the collective bargaining agreement.

ARTICLE XVI – TRANSFERS AND PROMOTIONS

1. For the term of this agreement, the Publisher will forego any transfers of employees to another city or location away from the employee's home. This is not intended to preclude an employee from being assigned to travel to a certain city or location for a special project or assignment of a determined duration that is not a permanent move to said location.

2. No employee shall incur any penalty for refusing to accept a promotion to a position outside of the bargaining unit's jurisdiction.

3. Notice of each vacancy shall be posted electronically for employees and given to the Guild. Such notice shall list the duties and qualifications required for the position. An employee desiring to fill a vacancy shall submit a timely application. Any employee who applies for a vacancy shall be given full consideration for the position.

The Publisher's standards for promoting a bargaining unit employee into an open position shall not exceed the standards for promoting a non-bargaining unit employee, or the standards for hiring an outside candidate.

4. The Publisher, with the Guild's and employee's prior knowledge and consent, may give an employee a trial period in a new position, which period shall be determined by agreement with the Guild and employee. This trial period may be extended by the Publisher, with agreement of the Guild and employee. If, at the end of the trial period the Publisher or the employee desires the employee's return to his or her former position, such return shall take place with no penalty or prejudice, at the rate of pay at which the employee would have received had he or she never left the former position.

5. The Publisher shall provide upon request a written explanation to an employee and the Guild of why such employee is denied promotion or transfer. The Publisher shall make available to the Guild the criteria used in evaluating an employee, the tests, if any, given to an employee seeking promotion or transfer, and the results of such tests.

ARTICLE XVII – HOLIDAYS

1. All employees shall receive the following 16 paid holidays off:

New Year's Day (January 1)
President's Day (Third Monday in February)
Martin Luther King, Jr Day (Third Monday in January)

Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Day before Thanksgiving
Thanksgiving
Day after Thanksgiving
Christmas Eve through New Year's Eve (December 24 – December 31)

2. With the approval of the Publisher, an employee may request to substitute another religious or cultural observance of importance to the employee.

3. A paid holiday that falls on a Saturday will be observed on the preceding Friday. A paid holiday that falls on a Sunday will be observed on the following Monday. If a paid holiday falls during an employee's paid days off as approved by the Publisher, the employee shall not be charged the paid day off for the holiday.

ARTICLE XVIII – PAID DAYS OFF

1. Paid days off refers to both vacation days and days due to illness or scheduled health appointments. Paid days off must be approved by the Publisher. Employees shall seek to schedule paid days off so as to avoid periods of heaviest workload. Employees shall request paid days off as far in advance as possible.

2. Missed work due to illness or accident. Notification of absence due to sickness or other sudden occurrence must be communicated at the earliest possible time prior to the work day. Missed work under these circumstances shall be with pay to the limit of the employee's current year paid days off and accumulated rolled over paid days off and thereafter with short term disability or non-paid days off depending on the situation.

3. Full time employee receive the following number of paid days off per year, based on their years of service, effective January 1, 2018:

0 - 4 years: 20 paid days per year accruing at 5.00 days per calendar quarter
5+ years: 25 paid days per year accruing at 6.25 days per calendar quarter

4. Full-time employees hired during a calendar quarter will receive credit for paid days off proportionate to the time worked in that quarter. For example, a new full-time employee who works one month in a calendar quarter will receive credit for 1.67 paid days off. Part-time employees receive paid days off proportionate to the number of hours they work. For example, an employee with 0-4 of service will receive 10 days off per year as per the above schedule.

5. Employees can roll over up to 10 paid days off that were accrued after June

2013 to the following year, if any unused paid days off remain, the Publisher will pay out up to five unused, accrued paid days off.

6. Unused paid days off accrued prior to June 2013 will be paid out bi-weekly between January 2018 and December 2019.

7. Each employee and their supervisor will be notified monthly of their number of accrued, unused paid days off.

8. If an employee has unused paid days off upon departure, the Publisher will pay the employee all unused, accrued paid days off that are owed to the employee at the employee's current rate of compensation.

ARTICLE XIX – REIMBURSEMENT AND EQUIPMENT

1. Employees will be compensated for all approved expenses reasonably incurred on the job, such as travel, meals, purchase of supplies, etc. Employees will be reimbursed per current IRS standards for automobile travel that exceeds standard daily operations. Employees must submit receipts and justification to claim reimbursements. Employees will be reimbursed for out of town travel and lodging. Travel expense must be approved in advance by the Publisher. Hotel bills may include only the room charge (including taxes), and parking. Employees are expected and encouraged to use economy or alternate accommodations where possible. The Publisher will review all receipts to ensure that expenses are reasonable and within non-profit standards.

ARTICLE XX – HEALTH INSURANCE

1. Health insurance. The current level of health insurance will continue to be provided at no premium cost to all full-time and part-time employees working at least 30 hours per week, and to Fellows on term-specific grant funded fellowships of up to two years. Such employees may elect to include their partner and children at the expense of the Publisher and Fellows may elect to include their partner and children at their own expense. Employees, their partner and their children, and Fellows are encouraged, but not required, to take advantage of their partners' or parents' healthcare benefits if they cost less than that provided by the Publisher, and the Publisher will reimburse the Employee for all such individual and dependent costs, and reimburse Fellows for all such individual costs.

2. Dental insurance. The current level of dental insurance will continue to be provided at no premium cost to all full-time and part-time employees working at least 30 hours per week, and to Fellows on term-specific grant funded fellowships of up to two years.

ARTICLE XXI – DISABILITY INSURANCE

1.The Publisher will provide the current levels of short-term and long-term disability insurance for all full-time and part-time employees.

2.Short-term disability. In case of accident or illness (and for these purposes, pregnancy is considered “illness” employees will first use available days off for the current year. Rolled over paid days off will then be used to a maximum of ten such days. Thereafter, upon proof of disability from a state-licensed health care practitioner, a weekly benefit will be paid at the lesser of 50% of covered compensation or \$1000. The coverage will continue for 13 weeks from the first day of the precipitating accident and the eighty day of the precipitating illness. Leave under this provision shall run concurrent with FMLA leave.

3.Long-term disability. Long-term disability coverage will begin after a waiting period of 90 days. Benefits will normally continue to age 65 so long as the employee meets the definition of disability. The plan will provide coverage for the first two years of disability if an employee is unable to perform the main duties of the employee’s job description. Thereafter, the employee must be unable to perform the duties of any occupation for which the employee is reasonably suited by education or experience. The long –term disability coverage will be equal to the lesser of 60% of the employee’s monthly covered compensation or \$3000 per month. The group long-term disability benefit will be integrated with Social Security benefits for which the employee must apply when eligible to do so. Leave under this provision shall run concurrent with FMLA leave.

ARTICLE XXII – RETIREMENT

Simple IRA. The Publisher’s Simple IRA Plan is available to any employee who wishes to enroll and who is expected to earn \$5000 during a calendar year of employment. The Simple IRA, however, is not available to Fellows on term-specific grant funded fellowships of up to two years. The Simple IRA Plan is a tax-deferred retirement plan which allows employees to defer compensation via pretax salary reduction for their retirement. Employee contributions are subject to social security, Medicare, and federal unemployment taxes. The Publisher will match any employee contribution up to 3% of their pretax salary up to the federal limit. Employee contributions to the Simple IRA are made with each bi-weekly pay period. Publisher’s matching contributions will normally be made bi-weekly, but not later than each fiscal quarter. An employee may change the amount of contribution at any time by written request to take effect with the next full pay period or as soon as practicable thereafter.

ARTICLE XXIII – LEAVES OF ABSENCE

1. Union Delegate/Negotiating Leave (a) A leave of absence, without pay, upon

request shall be granted to an employee elected or appointed delegate to conventions of The Newspaper Guild-CWA, AFL-CIO or any organization with which The Newspaper Guild-CWA is affiliated, and to a delegate to special meetings called by The Newspaper Guild-CWA, or by a branch thereof or by an organization with which The Newspaper Guild-CWA is affiliated. Any such leave that involves more than one consecutive week off shall require approval by the Publisher. (b) An employee designated by the Guild to attend a negotiating meeting or other meeting between the Publisher and the Guild, shall be released for that purpose without loss of pay. Any such leave that involves more than one consecutive week off shall require approval by the Publisher.

2. Maternity and Paternity Leave. Employees, other than probationary employees and Fellows on term-specific grant funded fellowships of up to two years, are allowed 66 paid days off in association with the birth or adoption of their child. With the agreement of the Publisher, maternity/paternity paid time off may continue beyond that time through the use of unused paid days off and unpaid days off. An Employee will not accrue paid time off during maternity or paternity leave. Leave under this provision shall run concurrent with FMLA leave.

3. The Family Medical Leave Act and the Americans with Disabilities Act shall apply to the employees of the Publisher. For the purposes of this section, a domestic partner shall be treated the same as a spouse. The Publisher does not waive any statutory defense to any legal claim made by any employee pursuant to the FMLA or ADA, specifically that the Publisher is not covered by one or both statutes.

4. Employees who experience the death of a loved one are entitled to adequate time off, up to a maximum of three days. Employees may also discuss their needs for additional time off with the Publisher, taking into consideration needs such as travel.

5. Personal Leave. Unpaid days off must be negotiated and approved by the Publisher. The Publisher may allow unpaid days off on a case by case basis after weighing the needs of the employee and of the Publisher. Unpaid days off may include time off for book leave, academic courses, trips, volunteer work, learning and family obligations and other reasons that may occur.

6. Jury duty. An employee who is appointed to jury duty or subpoenaed for court appearance is allowed the time off required to perform these duties, and will continue to be paid for up to two weeks of such service (less any pay the Employee receives as a result of jury duty or witness appearance). Days off for jury duty or subpoenaed court appearances shall not reduce an employee's unused days off.

7. Office closure due to severe weather and other causes. If the office is closed due to severe weather, power outage, internet failure, or other catastrophe,

regular full-time employees and regular part-time employees scheduled to work that day will be paid for the day. The Publisher shall be responsible for determining whether employees should report to work. Employees shall be notified by text or telephone at the earliest possible time if the Publisher is to be closed. If the Publisher is closed employees are expected to work from home as they are able.

8. Time spent on leaves provided for in this Article, except for Union and Personal Leave lasting longer than 30 days, shall be considered service time with the Publisher in computing and accruing seniority.

9. Military leave: The Publisher shall adhere to all federal laws involving the restoration of employment for any employee required to deploy for military service.

ARTICLE XXIV - EMPLOYEE INTEGRITY

An employee shall not be required to perform, over the employee's protest, any practice that is illegal or unsafe. An employee shall not be required to perform tasks or duties outside of their normal job duties, unless such tasks are reasonably required of other Employees. An employee's byline or credit line shall not be used over the employee's protest. Substantive changes in material submitted shall be brought to the employee's attention before publication. The Publisher, in good faith, shall determine what constitutes a substantive change. An employee shall not be required to write anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned.

ARTICLE XXV – PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

1. An employee may refuse, without penalty or prejudice, to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of the employee's sources, in connection with employment. However, an employee must furnish such information to the Publisher as is reasonably necessary for the Publisher to fact-check and ensure the accuracy of employee work that is intended for publication. The Publisher shall not give up custody of or disclose any of the above without consent of the employee, except where required by law.

2. The Publisher shall notify the employee concerned, and the Guild, of any demand on the Publisher for such surrender or disclosure or authentication. Likewise, the Employee shall notify the Publisher of any demand for such

surrender or disclosure or authentication made upon them.

3. If the employee is proceeded against under law on account of refusal to surrender or disclose or authenticate, both the Publisher and the Guild shall strive to locate and retain a pro bono attorney to assist the employee as legal counsel in such proceedings. In no case shall an employee suffer loss of wages, employee status or benefits under this contract as a result of refusal to surrender or disclose or authenticate.

ARTICLE XXVI - GENERAL PROVISIONS

1. Struck Work. An employee shall not be required to handle struck work, nor shall an employee be required to cross picket lines in the course of their work.

2. Voting Time. An employee required to work on Election Day during the hours polls are open shall receive adequate time, of no more than two hours, off with pay to enable the employee to vote, or greater if state laws provide for a longer period.

3. There shall be no secret surveillance of employees nor shall electronic supervisors, tape recordings, telephone monitoring systems, surreptitious monitoring of employees' electronic files or voice mail, or similar procedures or devices be used. It is understood that an employee's electronic work files and work e-mails are open and available to inspection by the Publisher.

4. Concurrent with the drafting of the annual budget, the Publisher, with employee input, will undertake the drafting of a Growth Plan outlining priorities for allocation of any budget surplus. The Publisher values the Employees' input in this regard, but the Publisher retains sole discretion to establish its priorities and budget.

5. Subject to Board approval, bargaining unit members shall continue to have the opportunity to anonymously review management and, subject to Board invitation, provide results to the IPA/ITT Board of Directors.

6. Subject to Board approval, the Publisher will invite a bargaining unit member to attend, observe and speak, but not vote, at IPA/ITT Board meetings.

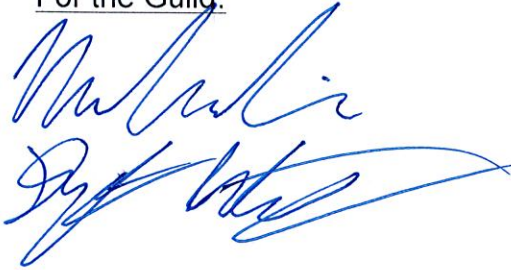
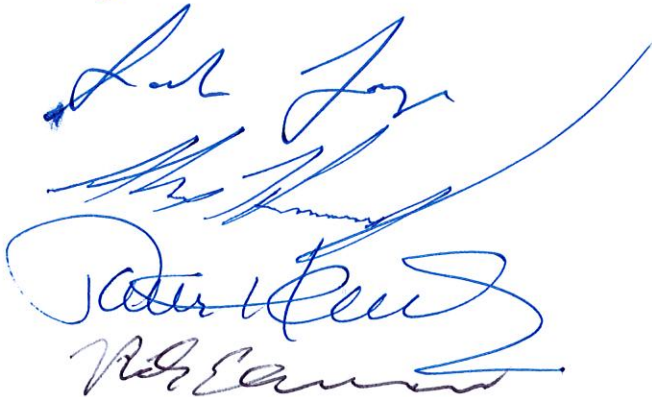
XXVII - DURATION AND RENEWAL

1. This contract shall commence on the 14th day of September, 2017 and expire on the 1st day of February, 2021, and shall inure to the benefit of and be binding upon the successors and assigns of the Publisher.

2. Within 60 days prior to the expiration date of this contract, the Publisher or the

Guild may initiate negotiations for a new contract to take effect on February 1, 2021. All of the terms and conditions contained in all articles and sections 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 February 1, 2021, the new contract shall be made retroactive to February 21, 2021.

For the Guild:

Two blue ink signatures for the Guild. The first signature is a cursive 'M. Miller'. The second signature is a cursive 'D. Miller'.Three blue ink signatures for the Guild. The first signature is a cursive 'L. Jones'. The second signature is a cursive 'M. Jones'. The third signature is a cursive 'J. Jones'.

For the Publisher:

One blue ink signature for the Publisher, which is a cursive 'J. Bligh'.