

COLLECTIVE BARGAINING AGREEMENT

Between

Inside Higher Ed

And

The Washington-Baltimore News Guild, CWA Local 32035

September 15, 2021 through September 14, 2024

PREAMBLE

This Agreement is made effective the 15th day of September 2021, between Inside Higher Ed, (“IHE” or “Employer”), a for-profit corporation and the Washington-Baltimore News Guild, CWA Local 32035 (“Guild”), for itself and on behalf of all employees described in Article I.

The parties to this Agreement recognize that, in order to fulfill IHE’s mission and sustain the organization, IHE must succeed in a highly competitive environment. The parties confirm their shared interest in maintaining a professional culture that recognizes and values excellence and pushes hard to meet the highest standards in the field of higher education journalism, and their commitment to working together toward those goals.

ARTICLE I – COVERAGE

1. This Agreement covers IHE employees within the following Bargaining Unit:

All full-time and regular part-time editorial department employees, including reporters, copy editors, and opinion editors; and all full-time and regular part-time technology employees, including web designers and Drupal developers employed by the Employer; excluding all other employees, including sales, marketing and finance employees, managers, guards, and supervisors as defined by the National Labor Relations Act.

As a general matter the term “employee” when used in this Agreement shall refer to a Bargaining Unit employee covered by this Agreement, unless otherwise specified

For the purposes of this Agreement, the terms Guild and union are synonymous.

2. During the term of this Agreement, the Employer will not assign work of the kind normally performed by Bargaining Unit employees (“Bargaining Unit work”) to non-bargaining unit employees not covered by this Agreement where such assignment results in a layoff for any Bargaining Unit employee. For the sake of clarity, this does not preclude non-union editors from assisting in the daily production of the newsroom, including reporting and writing stories as has been the parties’ past practice.

ARTICLE II - GUILD SHOP

1. It shall be a condition of employment of each employee covered by this Agreement that the employee become and remain a member of the Guild in good standing or shall be required to pay agency fees to the Guild no later than the thirtieth (30th) day following either the effective date of this Agreement, or the date the employee is first employed under this Agreement, whichever is later.
2. Agency fees shall be paid in the same manner as Guild dues. The provisions of this Article (including any reference to Guild membership in good standing) shall be interpreted, implemented and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.

3. The Guild shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in complying with this Article.

ARTICLE III - DUES DEDUCTION

1. Upon an employee's voluntary written assignment, the Employer 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 or agency fees, as the case may be. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates (including any amendments thereto) furnished to the Employer by the Guild. 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

I hereby assign to the Washington-Baltimore News Guild, CWA Local 32035, and authorize the Employer 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 Employer 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 Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer 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 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 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 supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

ARTICLE IV - MANAGEMENT RIGHTS

Except as abridged by the specific terms of this Agreement, and in accordance with applicable labor laws, the Employer retains the exclusive right and responsibility to manage its business and program and to direct its work force. Among the rights vested in the Employer are the rights to: hire, promote, transfer, demote, lay off, discipline and/or discharge for just cause; create new positions; determine the qualifications associated with new positions; subcontract work; make such operating changes as the Employer deems necessary by it for the efficient and economical operation of the program; maintain discipline and efficiency; determine the type of work to be performed, the location of work, the schedules of work within work periods, and the methods, processes, and means of performing the work; and promulgate, amend, and enforce reasonable work rules and rules of conduct, such as those found in the IHE Employee handbook.

ARTICLE V - HIRING

1. Whenever the Employer intends to fill vacancies or to hire additional employees in Bargaining Unit positions, the Employer will notify the Guild of such hiring plans, and the Employer shall advertise publicly each vacancy that they intend to fill unless a similar position has been advertised publicly within the previous 60 days. The Employer will provide the Guild with a job description for any newly created position(s). The Employer will use its experience to advertise job vacancies to attract a diverse candidate pool of candidates. The Employer will endeavor to discuss the salary range of the position with applicants during the first “live” communication with the applicant (phone call, video teleconference, in-person meeting, etc.).
2. The Employer retains the right to create, define, and amend vacant position descriptions as it deems necessary, including but not limited to, the right to determine the qualifications and the appropriate FLSA classification for the position. The Employer also retains the right to determine whether to fill or refrain from filling a position.
3. The Employer will not require new employees in the union to sign non-compete clauses upon their hiring, nor shall the Employer require current employees in the union to sign non-compete clauses.
4. The Employer and the Guild are committed to non-discriminatory and diversity-promoting hiring practices and policies while also providing internal opportunities for Bargaining Unit employees. Toward that goal:
 - a. The Employer will continue to hire employees without regard to age, gender, gender identity, gender expression, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional orientation, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated, or any other legally protected status. The Employer’s hiring standards will remain consistent with those required to perform the job now and in the future.
 - b. The Employer will continue to seek a diverse pool of applicants and will actively recruit women, persons of color, people with disabilities and members of other groups historically underrepresented in journalism for all positions covered by this Agreement.

- c. The Employer will notify all Bargaining Unit employees, by email or similar internal posting/distribution method, of any vacancy in an existing or newly created Bargaining Unit position before the position is advertised externally. Qualified internal applicants will be given an opportunity to interview for open positions in good faith.
 - d. The Employer will continue its efforts to promote diversity within the team. To that end, one of the Employer's Editors will hold a meeting, at least twice a year, for Bargaining Unit employees and will invite all supervisors of a Bargaining Unit employee (and other employees who are interested in the issue) to discuss their ideas for enhancing diversity and inclusion. The Editor will also be open to discussing ideas the Guild might have outside of the annual meetings.
 - e. All postings or announcements of Bargaining Unit job openings will include the following sentence: "This job is covered under the terms of a collective bargaining agreement with the Washington-Baltimore News Guild, CWA Local 32035."
5. The Employer and the Guild are committed to building a productive working environment and workplace free from unlawful discrimination and harassment as defined by law and regulation in the District of Columbia including harassment, in all phases and all terms and conditions of employment, including the hiring process, as well as in the administration of this Agreement. In keeping with their respective policies, neither the Employer nor the Guild will engage in or tolerate employment discrimination or sexual or other harassment based on any protected status as set forth in Section 4-A, above. The Employer has maintained and will maintain during the term of this Agreement an anti-discrimination/anti-harassment policy that is fully compliant with applicable law.

ARTICLE VI - INFORMATION SHARING

1. The Employer will provide the Guild annually with a list containing the following information for each bargaining unit employee to the extent it is available:
- Name, address and year of birth
 - Self-identified gender and race/ethnicity
 - Date of hiring
 - Job title, contractual pay rate/compensation level and FLSA Classification

The Employer will provide the Guild in writing the data specified above for each new bargaining unit employee within three weeks after the hiring of that bargaining unit employee. Any other changes in the above information (including resignations, retirements, deaths) will be flagged, noting the effective date of the change, upon request.

2. The Employer will also provide the Guild, on request, additional information regarding individual bargaining unit employees (such as date of birth and payroll records) that is relevant and necessary for contract administration, grievance handling and other collective bargaining and representational purposes, subject to appropriate confidentiality safeguards to be mutually agreed upon.

3. The Employer will provide the Guild, upon request, relevant information as to existing hiring and promotional standards applicable to bargaining unit employees and any changes thereto.
4. The Employer will furnish to a bargaining unit employee and to the Guild a copy of any disciplinary action taken against that employee. Any bargaining unit employee has 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 Employer. Bargaining unit employees may also authorize and delegate the Guild to inspect and receive copies of such material in their personnel files.

ARTICLE VII – PERSONNEL ACTIONS

1. IHE will not discharge, suspend, or take any other disciplinary action against any non-probationary Bargaining Unit employee, without just cause. Discipline will be administered in accordance with the applicable provisions below governing problems other than performance (Section 2) or performance problems (Section 3). IHE will give the Guild concurrent written notice when it administers discipline (oral or written) to a Bargaining Unit employee. Steps and actions taken under Sections 2 and 3, below, will be documented, and the documentation will be included in the employee's personnel file along with any responses the employee wishes to be included in their file.
2. Problems other than performance:
 - a. Discipline may be administered orally or in writing and will be applied progressively except in the case of gross misconduct, proven significant plagiarism (which is defined as using another non-IHE writer's work amounting to more than three sentences in any content created or plagiarism that happens more than one time), violence or threatened violence, or criminal activity. IHE will initiate discipline within fifteen (15) working days of date it first discovers the event(s) or circumstance(s) giving rise to the discipline. Bargaining Unit employees have the right to have a Guild representative be present at an investigatory meeting or interview involving potential disciplinary consequences (including the first step conversation described below).
 - b. If a supervisor identifies a concern, the supervisor will notify the employee and seek a satisfactory resolution (e.g., prompt correction, accountability and a commitment that the concerning behavior or other issue will not recur). If the concern is not resolved progressive discipline will be applied as follows:
 - (i) First Step: The supervisor will issue a clear and explicit verbal or written warning.
 - (ii) Second Step: If the employee fails to correct his or her behavior and engages in additional inappropriate conduct within five (5) months following the employee's receipt of cited disciplinary warning, the employee may be terminated without any additional procedures, provided the employee, if terminated, shall receive written notification of the basis for termination.
3. Problems involving performance:
 - a. Disciplinary Action: Discipline in response to unsatisfactory performance or deficiencies in the employee's work or other performance-related problems or issues will be applied as follows:

- (i) Written or Verbal Warning: If an employee's job performance or conduct is unsatisfactory, or in the event of other performance problems, the employee may be issued a verbal or written warning specifying the performance deficiencies or problems and warning that the employee may be subject to further disciplinary action, up to and including termination.
- (ii.) Need for Improvement: Where an employee's work continues to be unsatisfactory or the employee's supervisor continues to identify any other performance-related deficiency(ies) or problem(s), the employee shall be given a written Performance Improvement Plan (PIP) notifying the employee of such problems. The PIP will outline where and how the employee failed to meet standards or requirements and specify the time (at least one month and not to exceed three months) within which the employee must achieve satisfactory performance. If the employee fails to achieve satisfactory job performance at the conclusion of the timeframe set forth in the PIP, IHE may terminate the employee immediately for cause, providing written notification of the reason for termination, or IHE may extend the PIP for one additional period not to exceed 90 days. IHE shall not be required to give any employee more than one PIP during the term of this Agreement.

All references to deadlines and frames of time may be waived or extended by mutual agreement.

ARTICLE VIII - LAYOFF AND SEVERANCE

1. In the event of a layoff, IHE will provide an affected employee with a minimum two weeks of paid severance. IHE will endeavor to provide advanced notice to the Guild of any planned layoffs, but will provide notice no later than contemporaneously with the affected employees. Any employee laid off under this section shall be given a neutral or positive job reference and IHE will not contest their application for unemployment benefits.

ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement, except as explicitly excluded from this Article. Any grievance must be filed with the Employer, in writing, by an affected employee ("grievant") or by the Guild on behalf of the grievant, within 15 business days after the event or circumstance giving rise to the grievance ("occurrence") or within 15 business days after the grievant becomes aware of the occurrence or should reasonably have become aware of the occurrence. A grievance filed beyond this time deadline is conclusively barred.
2. The procedure for resolution of grievances is as follows:

Step One: In an effort to resolve the dispute at an early stage, a meeting will be held (on Employer time) between the Guild (by its steward or other representative), the grievant and the Employer's representative within 15 business days of receipt of the written grievance.

Step Two: If the dispute is not resolved at Step One, the Guild may advance the grievance to Step Two by written notice to the Employer within 10 business days after the Step One

meeting. If the Guild's notice requests a Step Two meeting, the Employer and the Guild will meet (on Employer time) within 10 business days of the request. If the grievance is not resolved at the Step Two meeting, the Employer will respond in writing to the Guild within 15 business days of the Step Two meeting (or, if no Step Two meeting was requested, within 15 business days after receiving the Guild's Step Two notice). In the event a written Step Two response from the Employer is not received by the applicable deadline, the grievance shall automatically be deemed denied in writing as of that date. Notice to Arbitrate: Any timely grievance involving the interpretation, application, administration or alleged violation of this Agreement (but excluding renewal or extension of the Agreement) that is not satisfactorily settled at Step Two may be submitted to final and binding arbitration by a written Notice to Arbitrate served by either party on the other within 20 business days of the Step Two response (or in the event of an automatic denial by lack of timely response, within 20 business days of the deadline for the Employer's Step Two response). A Notice to Arbitrate filed beyond this time deadline is conclusively barred.

Arbitration: 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 who are members of the National Academy of Arbitrators from which the arbitrator shall be selected as follows: absent the parties' mutual agreement on one of the listed names, 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. 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. 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).

3. The time limits set forth in this Article may be extended upon mutual agreement of the Guild and Employer in writing.

ARTICLE X - NO STRIKE OR LOCKOUT

1. There shall be no strikes (including sympathy strikes), walkouts, slowdowns, or work stoppages or other interference with IHE's operations on the part of the Guild or any Guild member nor any lockout on the part of IHE during the term of this Agreement.
2. If a strike, lockout, walkout, slowdown, work stoppage or other interference with, or interruption of, work in violation of Section 1 above, occurs, then in further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until notice of such occurrence has been brought to the attention of the other party and such other party within twenty-four (24) hours after receipt of notice of such (i) fails to investigate immediately whether a strike, lockout, walkout, slowdown, work stoppage or other interference with, or interruption of, work exists and thereafter (ii) fails to reestablish immediately full compliance with the

above paragraph.

3. IHE agrees there shall be no liability on the part of the Guild because of any strike, walkout, slowdown, work stoppage, or other interference with IHE's operations in violation of Section 1, provided the Guild takes the following steps within twenty-four (24) hours after receipt of written notice from IHE to the Guild of the commencement of such strike, walkout, slowdown, work stoppage or other interference with operations:

- A. Publicly declare that the action is unauthorized within twenty-four (24) hours.
- B. Order its members to return to work notwithstanding the existence of any wildcat picket line within twenty-four (24) hours.
- C. In good faith, use every reasonable effort to terminate such unauthorized strike.
- D. Refrain from interfering with any disciplinary action which IHE may take against any employee who is engaged in said strike, walkout, slowdown, work stoppage, or other interference with operations in violation of Section 1, provided that if an issue of fact exists as to whether any particular employee has engaged in unauthorized actions, such issue will be subject to the Grievance and Arbitration provisions set forth in Article XII of this Agreement.

ARTICLE XI - HOURS AND OVERTIME

- 1. The default work schedule for employees is forty (40) hours per week, Monday through Friday, including time for lunch. As exempt employees, journalists and technology employees understand that their weekly schedules may change based on the needs of the business such as due to unforeseen news or technology employee needs. As a result, Guild employees may sometimes work longer than 40 hours in a given week and sometimes less than 40 hours in a given week. IHE in its discretion may allow a given employee to work on a reduced part-time schedule, with an associated proportional reduction in salary and benefits (subject to applicable eligibility requirements).
- 2. Guild employees are exempt employees with regard to FLSA overtime requirements.
- 3. 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 compensatory time off. Employees shall not face retribution or punitive action for denying such requests.
- 4. Awarding of compensatory time off should be considered by managers for employees whose duties require significant business travel or work outside of or in excess of the employee's usual working hours. Employees may request compensatory time but managers will have the ultimate authority to grant it.
- 5. Guild meetings and Guild business shall not be conducted during work hours, except as provided in Article XII or as otherwise mutually agreed to by IHE and the Guild in a particular instance.

6. IHE's standard policy is that employees in good standing may work remotely (WFH) up to two days per week if their duties can be carried out remotely. "In good standing" means the employee is not on a performance improvement plan, has not received a written disciplinary notice in the prior 90 days, and is not within 90 days of starting employment at IHE (the probationary period).

New employees must work from the office five days/week for their first 90 days (which is the length of IHE's probationary period). Managers have the discretion to give new employees WFH days on a case-by-case basis.

Employees should make every effort to pick their days in advance and maintain consistency in their scheduling, but if they need to make changes they can do so with the permission of their manager.

Employees working remotely must work a standard workday, comparable to that in the office. An employee working remotely is expected during agreed-upon work times to have as his or her sole focus work for IHE, and no other activities, such as childcare, freelance work, home improvement, etc.

Maintaining a home space where employee can perform equivalent work is solely the responsibility of the employee, not IHE. This employee responsibility includes having appropriate Internet/telephone access. Employees must adhere to existing "Conduct at Work" guidelines, including, but not limited to those involving IHE technology equipment, regardless of work location.

There may be occasions where employees will be asked to come into the office, or another location required by IHE on a WFH day. In such cases, managers will provide as much notice as possible and have the flexibility to allow the employee to reschedule their WFH day that week. Time spent working away from the office but in a location required by IHE (i.e., working/reporting at a conference, spending the day on Capitol Hill) does not count as WFH.

Occasionally, managers may grant an employee an additional WFH day in a particular week at his/her discretion. These additional days are to be requested and granted on a case-by-case basis and cannot be used for a permanent additional day of WFH.

IHE managers will re-evaluate the Remote Work Policy approximately six months after the return to the office.

Managers may grant non-probationary Guild employees who are not currently in the PIP or disciplinary processes the opportunity to telecommute the week between Christmas and New Year's Eve, subject to approval based on department needs, with approval not to be unreasonably withheld. It is understood that this option will be granted to a small number of employees who can demonstrate a full schedule of work duties.

7. Supervisors, in good faith, will attempt to provide work schedule flexibility if and when needed, to account for strenuous workloads or high-stress assignments.

ARTICLE XII – HOLIDAYS

1. Employees shall receive the following paid holidays

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
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- Thanksgiving Day and the day after
- Christmas Eve
- Christmas Day

Upon 30 days' advance notice to the Employer, an employee may elect to substitute another religious holiday of their choice for one of the above holidays. Employees' eligibility for paid holidays begins immediately upon hire. If a holiday occurs during an employee's vacation period, the employee will be paid for that day. Employees on unpaid leaves of absence will not be paid for holidays occurring during their leave period. A holiday that falls on Saturday is observed on the preceding Friday. A holiday that falls on Sunday is observed on the following Monday.

ARTICLE XIII – PAID AND UNPAID TIME OFF

1. Paid time off must be approved by an employee's direct supervisor. Employees shall seek to schedule paid time off so as to avoid periods of heaviest workload. Requests for more than five (5) consecutive vacation days will be submitted at least two weeks in advance.
 - a. Paid Time Off: Regular full-time and part-time employees accrue paid time off. Regular part-time employees also accrue paid time off leave proportional to the hours worked.
 - (i) Full-time employees shall begin employment with an accrual opportunity of eighteen (18) days of annual paid time off leave allowance,
 - (ii) Unused paid time off days may be carried over from year to year, with employees allowed a maximum accrual of eighteen (18) paid time off days.
 - (iii) An employee on paid time off leave continues to accrue paid time off leave.
 - b. Guild Business Leave:
 - (i) Upon advance request, employees designated as Guild representatives will be granted limited time off from work, without loss of pay, to conduct necessary Guild business administering this Agreement. The request for use of Guild business time should be submitted as early as possible, and such requests will be granted by IHE except in the case of a legitimate organizational necessity requiring the employee's

attendance. No more than one (1) employee shall be entitled to Guild business time off at any one time. The Guild shall notify IHE in writing of employees designated as Guild representatives under this provision.

- (ii) For the purposes of contract bargaining between IHE and the Guild, up to three (3) employees designated by the Guild as members of the Guild's negotiating committee may be given negotiating leave from their work, without loss of pay, for a maximum of four (4) hours per week per negotiating committee member, for use at the bargaining table and in caucus during bargaining sessions, for the duration of contract negotiations. Negotiating leave available under this section shall be in addition to Guild business available under Section 1, ((d,i))) above. The Guild shall notify IHE in writing of the members of the negotiating committee before commencement of contract bargaining.

c. Jury Duty:

- (i.) Leave for Jury Duty is paid for up to ten workdays per calendar year. When on Jury Duty, an employee should report for work whenever their presence is not required at court, including time during "phone in" or "on call" status, or if released for the day or dismissed from jury duty after a partial day of service. If an employee cannot be at work due to Jury Duty, they may be required to show proof of jury service. IHE may submit a request for a postponement on your behalf in the event that compelling business reasons make postponement of Jury Duty necessary.

d. Bereavement Leave:

- (i.) Employees who experience the death of a loved one are entitled to three (3) days off with full pay. Employees may also discuss their needs for additional time off, without pay, depending on the circumstances, with the Employer, taking into consideration needs such as travel. An Employee may also use available vacation time for bereavement leave without providing standard notice.

e. Paid Parental Leave:

- (i.) Employees who have been full-time IHE employees for one year are eligible for four weeks of paid parental leave following the birth or adoption of a child for whom they are a parent. The leave must be used or scheduled with approval of their supervisor within six months of the child's birth or adoption and the purpose of the leave must be to provide child care. Employees must make reasonable efforts to inform their supervisor of the likely time that a leave will be sought. The leave should be used in increments of at least one week. This paid leave policy in no way limits employees' benefits under IHE's family and medical leave policy, which is based on relevant District and Federal law. This leave will run consecutively with leave available under the District of Columbia Paid Family Leave Program.

(ii.) Maternity Leave: Expectant mothers who have been full-time IHE employees for one year are eligible for an additional six weeks of paid leave following the birth of a child for whom they are a parent. Employees must make reasonable efforts to inform their supervisor of the likely time that a leave will be sought. This leave is designed to be used in conjunction with and utilization of IHE's Short Term Disability policy. This paid leave in no way limits employees' benefits under the IHE's family and medical leave policy, which is based on relevant District and Federal law. This leave will run consecutively with leave available under the District of Columbia Paid Family Leave Program.

ARTICLE XIV – REIMBURSEMENT AND EQUIPMENT

1. Employees will be compensated for authorized business expenses in accordance with the policies and procedures set forth in the IHE Employee Handbook in effect on January 1, 2020, as may be amended from time to time.

ARTICLE XV – SALARIES

1. Positions covered by this Agreement shall be categorized into two (2) groups:

- a. Group I includes the job titles:

- Reporter
- Developer

- b. Group II includes the job titles:

- Senior Reporter
- Copy Editor
- Opinion Editor
- Senior Developer

2. The minimum full-time annual salary for each group shall be:

	<u>Editorial</u>	<u>Technology</u>
a. Group I:	\$47,000	\$50,000
b. Group II:	\$65,000	\$75,000

3. After an employee completes 3 years of service (total, not consecutive) at IHE, the employee's next annual review shall include an evaluation to determine if the employee's performance merits a promotion from their current employment Group to the next highest Group

4. Payment of salaries shall be made twice per month, or every two weeks.

5. There shall be no involuntary reduction in an employee's salary, 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 agreed upon by the employee and the Guild.

6. Change in title such as in promotions shall be accompanied by a corresponding increase in salary at least in accordance with the appropriate Group as defined above.
7. Each Guild employee who is employed as of the date of ratification of this Agreement will receive a \$1,000 raise that is retroactive to January 1, 2021 and a \$500 bonus upon ratification of the agreement. Colleen Flaherty and Elizabeth Redden will each receive a \$10,000 salary increase which will be effective at time of contract signing. These two raises will not be retroactive. These increases are separate from any merit increases that IHE offers during this time period.
8. In January of each contract year, during the life of this Agreement the Employer will establish a raise pool, which will be calculated and applied as a percentage of each employee's salary and will be the same for both bargaining unit and non-bargaining unit employees. Bargaining unit employees will each receive an annual guaranteed salary increase, to be effective January 1st of each year of this Agreement, that is equal to thirty-three percent (33%) of the raise pool allocated to their salary with the remainder of the pool to be offered based on merit as determined by the Employer. There is no guarantee that any employee's annual raise will be more than the guaranteed percentage increase. The employer will endeavor to spend the full amount of the raise pool on salary increases as has been past practice. The Guild can initiate a meeting with management to discuss the issue of raise pool distribution. There shall be no limit on merit based salary increases
9. IHE will conduct annual performance evaluations of employees, in which supervisors and/or managers will review the employee's performance and will meet with the employee to discuss the review and any plans for development. For employees who have at least 3 years in service with IHE, each annual review shall include an evaluation to determine if the employee's performance merits a promotion from their current employment Group into the next highest Group. Employees will be given 2 weeks of notice ahead of the beginning of the review period. The performance evaluation process will provide the opportunity for the employee to submit written input on their own performance over the review period (self-evaluation), including a dedicated space for feedback regarding their supervisor's and/or manager's impact on the employee's performance (which employee feedback will not be shared with their supervisor/manager until after supervisor/manager submits their initial evaluation of the employee). A performance evaluation shall be conducted with newly-hired employees at the 6-month mark of their employment, in accordance with the above-stated process.
10. Nothing in this article precludes employees from negotiating for salaries above the stated minimums at any time.

ARTICLE XVI – HEALTH BENEFITS

The Employer will continue to offer Union-represented employees the same medical, dental, and vision plans options that the Employer offers to its non-Union employees, subject to the terms of the plan applicable

documents. The Employer will use its best efforts to maintain the same copays, deductible, quality and level of coverage in these respective plans and will provide the Guild with advanced notice with any changes that will decrease the quality or level of coverage provided or increase copays and deductibles. The Employer further agrees that the required employee monthly contributions to such medical, dental, and vision plans will be as follows for the life of this Agreement:

PPO Medical Plan - 10% for employee; 15% for all covered dependents

Non-PPO Medical Plans - The Employer further agrees that it will not require bargaining unit employees to contribute toward the cost of premiums for the offered medical and dental coverage for the life of this Agreement

Dental Plans - The Employer further agrees that it will not require bargaining unit employees to contribute toward the cost of premiums for the offered dental coverage for the life of this Agreement

Vision Plans - The Employer further agrees that it will not require bargaining unit employees to contribute toward the cost of premiums for the offered vision coverage for the life of this Agreement

ARTICLE XVII - DISABILITY INSURANCE

The Employer will continue to offer Union-represented employees the same disability plan options that the Employer offers to its non-Union employees, subject to the terms of the applicable plan documents. The Employer further agrees that it will not require bargaining unit employees to contribute toward the cost of premiums for the offered disability coverage for the life of this Agreement.

ARTICLE XVIII - LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT

The Employer will continue to offer Union-represented employees the same Life Insurance & Accidental Death & Dismemberment plan options that the Company offers to its non-Union employees, subject to the terms of the applicable plan documents. The Employer further agrees that it will not require bargaining unit employees to contribute toward the cost of premiums for the offered Life Insurance & Accidental Death & Dismemberment coverage for the life of this Agreement.

ARTICLE XIX - RETIREMENT BENEFITS

1. During the term of this Agreement the Employer will maintain a 401(k) Retirement Savings Plan. Briefly summarized, eligible employees participate in the Plan through payroll deductions. The Employer will match, on a dollar for dollar basis, the amount that each employee contributes to the 401(k) plan each year, up to a maximum of two (2) percent of the employee's salary
2. Contributions by the Employer are vested at 100% after three years of continuous employment at IHE. If an employee leaves prior to three consecutive years of employment then the entire amount of the employer's match is forfeited.
3. The current level of benefits as of the date of ratification of this Agreement shall not be reduced

during the term of this Agreement.

ARTICLE XX – GENERAL PROVISIONS

1. An employee shall not be required to cross lawful union picket lines, unless required for bona fide journalistic reasons determined by their supervisor, or for other work-related purposes including entering the office building.
2. An employee shall notify their supervisor if they will arrive to work more than 3 hours after polls open on election day.
3. IHE and Guild employees will not engage in secret electronic surveillance including secret tape recordings. IHE shall have the right to review electronic files, voice mails, and emails only in the course of investigating claims of harassment, employee misconduct, or problems associated with work productivity.

ARTICLE XXI – JOURNALISTIC INTEGRITY

Employees must adhere to the professional Society of Professional Journalists Code of Ethics and the specific standards and requirements for journalism as set forth in IHE's Employee Handbook, as may be amended from time to time. (pages 4-5). Any employee who believes in good faith that an assignment or directive would require them to perform an unlawful or unethical act on behalf of IHE, or who observes or learns of an apparently unlawful or unethical act by other IHE personnel, shall promptly notify IHE management and will not be subject to reprisal for doing so. Supervisors, in good faith, will inform Guild employees of substantive changes, determined by the supervisor, in material submitted for publication.

ARTICLE XXII – LEGAL DEFENSE

1. If an employee is sued or charged under any federal, state or local law, or is subpoenaed as a witness, in connection with the employee's performance of work for IHE within the scope of his or her authorized duties and in compliance with the Society of Professional Journalists' (SPJ) Code of Ethics (listed in Addendum 1), IHE will defend and provide legal counsel for the employee at IHE's expense. IHE and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. IHE will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with IHE in connection with such litigation.
2. Subject to the employee's compliance with the obligations in Section 1, above, IHE will indemnify the employee for the monetary liability, if any, imposed on the employee as a result of any final judgment rendered or settlement reached in such litigation, if and to the extent allowable by law.
3. The IHE obligations set forth in Sections 1 and 2, above, do not apply to content produced or actions taken by the employee outside of the employee's authorized duties and/or that are not in compliance with SPJ Code of Ethics, including but not limited to, any criminal or tortious acts.

4. An employee will not be disciplined or penalized by IHE:
- a. for complying with SPJ Code of Ethics or with any IHE confidentiality agreement or requirement; or
 - b. for refusing to disclose to anyone outside IHE, or to relinquish custody to anyone outside IHE, 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 the employee's IHE employment. However, employees must furnish such information to IHE (including IHE's legal representatives) as IHE deems reasonably necessary, including but not limited to, information necessary for IHE to fact-check and ensure the accuracy of employee work that is intended for publication. Except to the extent required by law, IHE will not surrender and will maintain the confidentiality of an employee's sources, notes, records, documents, films, photographs or tapes relating to the employee's authorized, approved performance of work for IHE. IHE will promptly notify the employee concerned, and the Guild, of any demand on IHE for surrender or disclosure or authentication of the confidential material described above when legally permissible. Likewise, the employee will promptly notify IHE of any demand for such surrender or disclosure or authentication made upon them when legally permissible.

ARTICLE XXIII – COPYRIGHT

Employees recognize that all work created by employees during their period of employment with IHE and within the scope of their employment is owned by IHE. Reporters may use 5 of such works in a personal portfolio, not for commercial purposes, upon written permission from the Editor (Doug or Scott). This relates to articles only and the title of each article must be submitted for approval. Changes in articles used is permissible as long as the 5 article limit is not surpassed.

ARTICLE XXIV – DURATION AND RENEWAL

This Agreement shall be effective for a three-year term beginning September 15, 2021 and expiring on September 14, 2024. Upon written notice by either party to the other at least 60 days prior to the expiration date of this Agreement, the Employer and the Guild shall promptly initiate negotiations for a new agreement.

Signed September 8, 2021

FOR INSIDE HIGHER ED

Scott Jaschik

Scott Jaschik

Doug Lederman

Doug Lederman

FOR WBNG, TNG-CWA LOCAL 32035

Sara Brady

Sara Brady

Alexis Gravely

Alexis Gravely

Elizabeth Redden

Elizabeth Redden

Emma Whitford

Emma Whitford

Jordan Woll

Jordan Woll

Evan Yeats

Evan Yeats

ADDENDUM 1

The SPJ Code of Ethics is available at this link: <https://www.spj.org/pdf/spj-code-of-ethics.pdf>

The basic tenets of the code are as follows:

- I. Seek Truth and Report It
- II. Minimize Harm
- III. Act Independently
- IV. Be Accountable and Transparent

Signature Certificate

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	Jordan Woll Verified E-mail: jordanwoll@gmail.com IP: 69.140.196.147 Date: 08 Sep 2021 15:16:26 UTC	
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