

**AGREEMENT
BETWEEN
RAW STORY MEDIA, INC.
AND
WASHINGTON-BALTIMORE NEWS GUILD, LOCAL 32035
THE NEWSGUILD-COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC**

June 1, 2021 – May 31, 2024

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THIS AGREEMENT made and entered into as of May 19, 2021, by and between Raw Story Media, Inc. (hereinafter referred to as the "Employer" or "Raw Story") and Washington-Baltimore News Guild, Local 32035 (hereinafter referred to as the "Guild") (hereinafter referred collectively as the "Parties").

ARTICLE 1 RECOGNITION

1. This Agreement covers all full-time and regular part-time news and editorial employees employed by Raw Story.
2. The jurisdiction of the Guild shall cover all work performed by news and editorial employees described in paragraph 1 above and shall include new or additional work requiring the same or similar skills for which bargaining unit employees are currently employed.
3. Excluded from the unit are all employees who are exempt from union representation under the National Labor Relations Act as managerial, supervisory, professional, or confidential, and all positions not specifically enumerated in paragraph 1 of this Article.
4. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed six (6) months. The Guild shall be notified in writing as to the nature of such project and its duration. Temporary employees shall be exempt from all the terms of this contract but shall be considered regular employees if their employment exceeds the six (6) month time limit. The employer may use temporary employees to cover for employees who are on leave or temporarily filling other positions, to assist with temporary projects, or to cover any other temporary staffing needs. For the purpose of calculating all benefits under this contract, a temporary employee who becomes permanent shall have his/her hire date be the date he or she was hired as a temporary employee.

ARTICLE 2 MANAGEMENT AND EDITORIAL RIGHTS

1. Management Rights: Except as limited by this Agreement, Raw Story reserves and retains exclusively to itself the traditional rights in the exercise of the functions of management, including but not limited to the following rights: to manage and operate Raw Story's business, publications, finances, and facilities; to direct, plan and control all Raw Story operations; to direct its employees; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to determine the qualifications and responsibilities of employees; to develop and implement performance evaluation programs; to establish and/ or change existing operational methods, technologies, materials, equipment, and facilities; to set

performance standards, goals or objectives for employees; to select and hire employees; to determine and evaluate the competency of employees; to set schedules and determine shifts and hours of work; to promote and transfer employees; to demote, suspend, discipline and discharge employees for just cause; to contract with freelancers as provided in this Agreement; to lay off employees as provided in this Agreement; to restructure and reorganize its operations; to change, relocate, centralize or close facilities or operations; and to exercise sole discretion on all decisions involving the scope and direction of the business and all content or editorial matters. This enumeration of management rights is not exhaustive and the failure to exercise any management rights shall not constitute a waiver of Raw Story's rights.

2. Editorial Rights: Except as limited by a specific term of this Agreement, Raw Story retains sole discretion in the area of editorial judgment and content creation, acquisition and publication, including but not limited to the following rights: to determine what content to create, publish, or otherwise disseminate; to determine what platforms to use for publication or dissemination of content; to determine how and when to publish or disseminate content; to determine whether to add, modify or cease any publications, channels or other products; to determine whether and when to participate in formal or informal partnerships with outside content providers; to assign stories, features or other work to employees or reporting teams; to contract for or otherwise secure content from other sources or content providers, including freelancers; to introduce and adopt new methods of content creation, submission or publication; to introduce new technology and modify or eliminate technology; to establish and enforce conflict of interest standards and establish, modify and enforce editorial guidelines (unless specifically stated otherwise in this Agreement); and to exercise sole discretion on all decisions involving editorial or content matters. This enumeration of editorial rights is not exhaustive and the failure to exercise any such editorial rights shall not constitute a waiver of Raw Story's rights.

ARTICLE 3 FAIR SHARE

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws.

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.

Print Name

Employee's Signature

Date _____

ARTICLE 5 INFORMATION FURNISHED UNION

1. Upon request, Raw Story will furnish the Guild annually the following information in connection with employees represented by the Guild:
 - a. name
 - b. hire date
 - c. classification
 - d. salary
 - e. date of birth
 - f. home address
 - g. gender or gender identity (if provided by employee)
2. Raw Story shall notify the Guild monthly in writing or electronically of:
 - a. New employees – including all the information required in paragraph 1.
 - b. Changes in job classification for bargaining unit employees, salary changes by reason thereof, and effective date.
 - c. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.
 - d. Merit pay increases or merit bonuses for bargaining unit employees, and effective dates.

ARTICLE 6 WORK DAY AND WEEK

1. The typical work day and work week are eight (8) hours per day and forty (40) hours per week, respectively. Days off shall be consecutive, except for employees who specifically request otherwise.
2. Work schedules shall be posted at least two (2) weeks in advance of the week they apply.

ARTICLE 7 SALARIES

1. Below are the minimum salaries for all bargaining unit employees, effective June 1, 2021, June 1, 2022, and June 1, 2023. Salaries for any part-time employee may be pro-rated. Employees at or below the minimum as of June 1, 2021, shall have their salary increased to the new minimum or by the increase in Section 2 of this Article, whichever is higher.

Position	Minimum Salary (6/1/21)	Minimum Salary (6/1/22)	Minimum Salary (6/1/23)
Video Producer/Livestream Technician	\$48,223	\$49,669	\$51,159
News Writer I	\$50,366*	\$51,877	\$53,433
News Writer II	\$55,724	\$57,396	\$59,118
Staff Reporter	\$61,800	\$63,654	\$65,564
Senior Editor	\$64,297	\$66,226	\$70,199

* News Writer I Matthew Chapman will have his salary increased to \$53,583.00, effective June 1, 2021 and will also receive the negotiated wage increase for June 1, 2021.

2. In addition to any increases in paragraph 1 above, employees shall be entitled to have their current salary increased by the following percentages:

Effective Date	Percent Salary Increase
June 1, 2021	5.0%
June 1, 2022	4.0%
June 1, 2023	3.5%

3. Employees promoted to a higher classification shall have their wage increased to the minimum of the new classification, or by five (5) percent, whichever is greater.
4. Should the Employer create a new position, it shall furnish the Guild with information on job content, and the parties shall negotiate a new minimum.
5. Merit Pay. In addition to the above increases, Raw Story may pay merit increases and/or bonuses to employees, taking into consideration performance, experience, skills, job market conditions and other relevant factors, including Raw Story's business needs. Raw Story's decisions to award or not award bonuses or merit pay, in whatever amounts, shall not be subject to bargaining or arbitration under this Agreement.

ARTICLE 8 VACATION

1. Full-time employees shall accrue vacation as follows:

Years of Service	Monthly Accrual	Vacation Entitlement Per Calendar Year
0 to 2 years	1.25	15 days
2 to 4 years	1.42	17 days
More than 4 years	1.67	20 Days

2. Part-time employees who work thirty-two (32) or more hours a week shall receive a pro-rated vacation benefit. Part-time employees who work fewer than thirty-two (32) hours per week do not receive any vacation days.
3. Employees should request vacation leave as far in advance as is feasible so that work schedules and coverage can be coordinated.
4. Until December 31, 2022, employees may carry over up to twenty (20) accrued but unused vacation days. This is being permitted on a limited basis due to COVID-19. Beginning January 1, 2023, employees unable to use all accrued vacation may carry over unused vacation to the next year, up to fifteen (15) days. Effective January 1, 2023, in no event may an employee accrue more than 27 vacation days. Employees cannot "borrow" vacation from the next year. All unused accrued vacation shall be cashed out when an employee leaves Raw Story.

ARTICLE 9 SICK LEAVE

1. Full-time employees receive seven (7) sick days per year, to be granted on January 1 of each year. New hires shall receive a prorated number of days upon hire. Sick leave may be used for personal illness, caretaking of immediate family, and doctors' visits.
2. Part-time employees who work thirty-two (32) or more hours a week shall receive a pro-rated sick leave benefit. Part-time employees who work fewer than thirty-two (32) hours per week do not receive any sick days.
3. Employees will be permitted to carryover unused sick days from year to year, up to a maximum of twenty-five (25) days. There is no compensation for unused sick leave at the time an employee leaves Raw Story.
4. Employees must notify their immediate supervisor no later than one (1) hour prior to the start of the workday when using sick leave. Employees should indicate the expected duration of the absence, if known. If an employee is absent three (3) or more consecutive workdays, the Employer may require medical documentation to corroborate the absence.

5. An employee with a serious illness may appeal to the CEO for additional paid leave time. The granting or denial of such additional leave time shall not be precedential or subject to the grievance procedure.

ARTICLE 10 HOLIDAYS

1. Raw Story recognizes the following paid holidays:
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day; and
 - One additional day after Christmas Day but before New Year's Day (determined annually at the Company's discretion)
2. Employees required to work on a holiday shall receive a day's pay, in addition to their regular salaries, or an alternative day off with pay, which must be scheduled and taken at a mutually agreeable time within four (4) weeks after the holiday worked. If an employee does not request to use the day off within the four (4)-week period following a worked holiday, the employee will be paid a day's pay for that holiday.

ARTICLE 11 OTHER LEAVES

1. **Parental Leave:** Employees are allowed for up to nine (9) paid weeks and four (4) unpaid weeks of leave for the birth or adoption of a child. Parental leave must be taken consecutively during the first year immediately before or after the birth or adoption. Vacation time may also be used by all employees to add to the length of paid leave.
2. **Jury Duty:** Employees called for jury duty are excused from work with pay while on jury duty, for up to sixteen (16) consecutive weeks. After sixteen (16) consecutive weeks of paid jury leave, employees are eligible to be excused from work without pay, absent any special arrangement between the individually affected employee and Employer. Employees called to serve on juries shall make reasonable efforts to work shifts during periods not actually serving jury duty.
3. **Bereavement:** Employees may take up to five (5) days with pay of bereavement leave in the event of the death of an immediate family member. "Immediate family" is defined as

the employee's spouse, domestic partner, parents, parents-in-law, grandparents, children, stepchildren, siblings, siblings-in-law, and grandchildren.

4. **Military Leave:** Leaves are granted to employees to enter military service for active duty as follows:

- for annual Reserve or National Guard training, paid leave of absence (normally two weeks).
- for active military duty, unpaid leave in accordance with applicable federal and state laws.

Eligibility for reinstatement after completion of military duty or training will be handled in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and any applicable state laws.

5. **Guild Leave:** In the event an employee is elected or appointed to any office or position in the NewsGuild or Communications Workers of America or a local of the NewsGuild or Communications Workers of America, this shall be considered good and sufficient cause for an unpaid leave of absence and the leave shall be granted, up to five (5) consecutive days for the NewsGuild biennial Sector Conference/CWA Convention only each calendar year, or up to three (3) consecutive days only each calendar year for any other purpose. The employee must provide at least one (1) week notice prior to taking this leave. In no event can more than two (2) employees be on Guild Leave simultaneously.

ARTICLE 12 INSURANCE/RETIREMENT

1. **Health Insurance:** Raw Story shall continue to provide health, dental and vision insurance plans comparable to those in effect as of June 1, 2021. For single employee coverage, employees will contribute \$70 per month effective June 1, 2021; \$80 per month effective June 1, 2022; and \$90 per month effective June 1, 2023. If an employee desires spousal or family coverage, the employee will pay the difference in costs between the premium amount for the employee only and that to cover the employee's spouse and/or family.
2. Raw Story shall continue to provide Life Insurance in effect as of November 30, 2017 during the term of this agreement.
3. **401(k):** Raw Story agrees to maintain during the life of this Agreement the Raw Story Media 401(k) plan. Raw Story will contribute three (3) percent of each employee's gross salary to the 401(k) plan. Additionally, Raw Story will contribute to match each employee's contributions under this 401(k) plan, up to three (3) percent of each employee's gross salary.

ARTICLE 13 JOB SECURITY

1. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of nine (9) months, beginning from the date that the employee begins work. Employees who have concluded their probationary periods shall not be subject to discipline or discharge except for just and sufficient cause.
2. **Discipline Protocol:** Discipline is issued progressively on Raw Story's Corrective Action Form, but nothing in this Agreement prevents the Employer from exercising its right to forego one level of progressive discipline if the Employer determines an employee's misconduct warrants such action. Except as limited by paragraphs 7 and 8 below, the Employer shall have the right to terminate an employee who has been issued three (3) written Corrective Action Forms. The Guild reserves the right to file any grievances arising out of the Employer's disciplinary decision, pursuant to Article 17 herein.
3. **Performance Protocol:** Raw Story shall notify any underperforming employee of his or her underperformance as determined by Raw Story, and that employee shall have thirty (30) days from the date of notice to substantially improve his or her performance in the deficient area(s). If such an employee fails to substantially improve within thirty (30) days, he or she will be placed on a sixty (60)-day Performance Improvement Plan ("PIP"). If the employee declines to participate in, or ultimately fails, the PIP, the employee's employment with Raw Story will be terminated and the employee would be eligible for a severance package, in return for a general release agreement. The severance package shall be based on a set formula as agreed to in by the Guild.
4. An employee shall be notified of his/her right to union representation before any disciplinary meeting that either is investigatory in nature or could lead to discipline, consistent with his/her rights under the NLRB precedent in *Weingarten*. All such meetings may be conducted either electronically (i.e. by teleconference or videoconference) or in person.
5. Except for cases of misconduct, Employees with more than one (1) year of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge. Misconduct is defined as: falsifying records; engaging in fraud; stealing or attempting to steal employer or employee property; being habitually tardy or absent; sleeping on the job; engaging in felony criminal activity; publishing libelous or defamatory content or publishing content that involves false light.
6. The Guild shall be notified in writing, simultaneously with the employee of any discipline or discharge.
7. Unless limited by any applicable state law, any employee and the Guild shall, upon request, be provided copies of all performance-related materials in the employee's personnel file.

8. If no other discipline of the same general nature or category has been received within twelve (12) months after issuance of the last discipline, prior notices of such discipline shall be removed.

ARTICLE 14 LAYOFFS

1. The Employer shall notify the Guild in writing at least thirty (30) calendar days prior to any proposed layoff to reduce the work force, specifying number of employees and job titles. During the first fourteen (14) calendar days of that notice period, the Employer will meet with Guild representatives and provide the economic justification for the layoff. The Employer and Guild will discuss possible alternatives to a reduction in force, including seeking volunteers for the layoff.
2. Layoffs shall be made in the inverse order of seniority in the position or job title. At the sole discretion of the Employer, an employee notified of layoff also may fill any vacant bargaining unit position for which he/she meets the minimum job qualifications or could be trained within fifteen (15) business days to carry out the position duties.
3. Laid-off employees shall be placed upon a rehiring list for eighteen (18) months. The Guild shall keep an updated rehiring list at all times. The Employer, before filling a vacancy for which a laid-off employee is qualified, shall notify the Guild, which will notify the laid off-employee(s) by mail and/or email at the employee's last known address. If within ten (10) working days of the date of said letter an employee to whom such notice has been sent has not answered or has not accepted reemployment for which such employee is eligible, the employee's name shall be removed from the rehiring list and the employee need not be any longer considered for re-employment. In the event of a reply by any or all such employees on the list so notified, the Employer shall fill said vacancy from among those so replying who request such re-employment in the order of their seniority for the position or job title. In the event the vacancy cannot be filled by an employee or employees on the rehiring list, the Employer may fill the vacancy with a new employee or employees. Time spent on the rehiring list shall not constitute breaks in service but will not be counted as service time in accruing paid leave and other leave time and need not be counted as service time in computing severance pay.
4. For the purposes of this Article and throughout the contract, seniority shall be based on an employee's continuous service with Raw Story in a bargaining unit position. Temporary absences due to illness or approved leave will not break seniority. An employee promoted or transferred outside of the Guild's jurisdiction and who remains continuously employed by the Employer and later returns to the Guild bargaining unit shall retain the employee's seniority at time of promotion or transfer.
5. An employee rehired under this article shall be paid the salary he/she received at the time of layoff, plus any increase he/she would have received had they not be laid off.

ARTICLE 15 SEVERANCE

1. Laid off employees, as described in Article 14, shall receive a total severance benefit equal to two (2) weeks of pay as severance. Alternatively, any laid off employee who chooses to waive any future rehiring and/or recall rights may receive severance equal to one (1) week of pay for each full year of service, with a total severance benefit that shall be a minimum of three (3) and maximum of ten (10) weeks. The Employer, at its sole discretion, may choose to pay any severance benefit greater than a total of two (2) weeks' pay as a salary continuation benefit (continued payments on scheduled paydays) or in a lump sum.
2. Whether or not a laid off employee waives any rehiring and/or recall rights per paragraph 1 above, Raw Story will pay one (1) month's worth of COBRA payments for each year of service by the employee, up to three (3) months, or until the employee becomes eligible for other coverage, whichever is shorter. The employee must promptly inform Raw Story when he or she becomes eligible for other coverage during this period. The laid off employee is responsible for any applicable contributions described in Article 12, paragraph 1 above.

ARTICLE 16 HIRING

1. **Hiring:** When filling a vacancy (current or new position) Raw Story shall advertise the vacancy internally and externally. The Employer will give preference to internal applicants over individuals on the rehiring list.
2. When Raw Story seeks external candidates for open bargaining unit positions, it shall make good faith efforts to disseminate such postings and expand recruiting efforts to candidates from traditionally under-represented groups. Raw Story shall share information of these efforts, at the request of the Guild.

ARTICLE 17 GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement.
2. Grievances shall be filed in writing within fourteen (14) calendar days after the occurrence or within fourteen (14) days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. Grievances will be handled as follows:

Step One: There shall be an informal meeting or conference by any electronic means between the unit chairperson (or designee) of the Guild and the designated person representing Raw Story within seven (7) calendar days of the receipt of the written grievance to attempt an informal resolution of the dispute or controversy.

Step Two: If the grievance is not resolved at Step One, there shall be a meeting or conference by any electronic means between the unit chairperson (or designee) of the Guild, the grievant, and the designated person representing Raw Story within fourteen (14) calendar days of the receipt of the written grievance. Raw Story shall respond in writing within fourteen (14) calendar days of this meeting or conference. Failure to do so shall affirm on behalf of the Guild, without prejudice to Raw Story.

Arbitration: If the grievance is not resolved at Step Two, the Guild shall have no more than thirty (30) calendar days following receipt of the written denial in Step Two within which to refer the grievance to arbitration. Upon notice by the Guild that it desires to submit a grievance to arbitration, the parties shall attempt to select an arbitrator, and if unable to, the matter shall then be submitted to arbitration under the voluntary rules of the American Arbitration Association. The decision of this Arbitration shall be final and binding on both parties.

3. The Parties will share equally any missed salary for an individual grievant to attend the arbitration hearing, up to one (1) full day. The cost of the arbitration fee will be shared equally by the Parties. The cost of any transcription at the hearing will only be shared if the parties agree in advance. The Employer shall not be obligated to pay for any additional or higher costs, absent its voluntary agreement to pay or share in any additional or higher costs.
4. The term "grievant" shall be considered to include: any individual Guild member, a group of Guild members or the Guild.
5. The time limits set forth in this Article may be extended upon mutual agreement.

ARTICLE 18 JOINT LABOR MANAGEMENT COMMITTEE

A joint labor-management committee is established. The committee shall have two (2) representatives chosen by Raw Story and two (2) representatives selected by the Guild. The Parties may mutually agree to allow additional representatives to serve on the committee. The committee will meet quarterly, or by a mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern.

ARTICLE 19 PROFESSIONAL DEVELOPMENT

An employee shall be reimbursed up to \$2,000 per year to take work or career-related classes or attend workshops, trainings or conferences for the purposes of career advancement. This reimbursement will not carry over to the next calendar year. To be eligible for reimbursement:

- the employee must be a full-time bargaining unit employee;
- the employee must have completed one (1) year of service prior to enrollment;

- Raw Story has approved the program; and
- the employee submits proper documentation to demonstrate completion of program.

ARTICLE 20 NO DISCRIMINATION

The Employer and the Guild reaffirm their commitment not to discriminate in violation of any applicable local, state or federal laws.

There shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges of, or opportunities for employment because of race, color, religion, sex, age, disability, national origin, sexual orientation, gender identity, or union activity.

ARTICLE 21 OUTSIDE ACTIVITIES

1. Employees shall be free to engage in activities outside of normal working hours provided that such outside activity is not a conflict of interest for the employee or the Employer and the employee has discussed any outside editorial employment or freelance work with the Employer. The Employer shall have three (3) business days to approve such work. Approval shall not be unreasonably withheld. An employee shall be allowed to appeal a disapproval to the CEO.
2. Unless prohibited by applicable law, employees, outside of working hours and without the use of any equipment or resources of Raw Story, may attend political events, provided these employees are not financial contributors, speakers or official representatives of such political events. In addition, employees shall not contribute to political campaigns or political action committees (PACs), as permitted by applicable law.

ARTICLE 22 NO STRIKES OR LOCKOUTS

During the term of this Agreement, the Employer agrees not to engage in any lockout of employees covered by this Agreement, and the Guild and employees covered by this Agreement agree not to engage in any strike or sympathy strike, work stoppage, slowdown, sitdown, concerted refusal to work or other interference with or stoppage of work. Any employee engaging in such conduct prohibited by this Article may be subject to disciplinary action, including discharge.

ARTICLE 23 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and shall be binding upon any successors or assigns by merger, consolidation, or otherwise, of either party.

ARTICLE 24 SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the board, court of agency decision; and upon issuance of such a decision, the Employer and the Guild agree to notify one another and, upon the request of either party, to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 25 DURATION AND RENEWAL

This Agreement will take effect as of June 1, 2021 and remain in effect through May 31, 2024. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement. The Parties may agree, through an extension agreement or memorandum of agreement, to extend the terms and conditions of this Agreement during such extended negotiations.

IN WITNESS WHEREOF, the Employer and the Guild execute this Agreement effective as of June 1, 2021.

For the Employer:

Raw Story Media, Inc.

By: _____

Its: _____

Date: _____

For the Guild:

Washington-Baltimore News Guild,
Local 32035

By: Paul H. Bell

Its: WBNG LOCAL REPRESENTATIVE

Date: 6/1/21