

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The American Independent Foundation**

**And**

**The Washington-Baltimore Newspaper Guild, CWA Local 32035**

**February 17, 2023**

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## **PREAMBLE**

This Agreement is made effective this 17 day of February of 2023, by and between the American Independent Foundation (“Organization”) and the Washington-Baltimore News Guild (the “Guild”), chartered by The NewsGuild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

## **Article 1. Coverage**

The Organization hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described as the following: the Bargaining Unit shall consist of the Organization’s employees in the editorial department, excluding supervisors, managers and confidential employees as defined by the National Labor Relations Act. Current positions, and whether they are included in the Bargaining Unit, are set out in Appendix A.

1. Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.
2. For purposes of this Agreement, “limited-term employees” are employees hired, after the effective date of this Agreement, for an anticipated term of employment that is nine (9) months or less.

Limited-term employees shall be subject to the provisions of the Collective Bargaining Agreement (CBA), except as otherwise expressly set out herein, and except that, notwithstanding any other provision of the CBA, their employment terminates at the scheduled end of their term and such termination shall not be subject to the grievance/arbitration procedure.

Limited-term employees with terms of less than six (6) months must receive 2-weeks notice prior to the end of their term as to whether the Organization intends to retain them as an employee in a substantially similar capacity. Limited term employees with terms between six (6) months and nine (9) months must receive 4-weeks notice prior to the end of their term as to whether the Organization intends to retain them as an employee in a substantially similar capacity.

If the Employer determines that a position that is or has been covered by a limited-term employee is transitioned to a regular full-time position and that the employee has been performing the functions of the job at a satisfactory level, and reason for discharge does not otherwise meet the standards of just cause termination, that temporary employee may be offered the full-time position without posting it pursuant to the provisions of Article 7.

If the Organization offers to retain the employee, the notice must either a) offer continued employment under the same terms except that their employment is no longer of a fixed duration or b) offer a position under new terms, making those terms clear (e.g.,

a good faith salary offer and a job description), and if the position remains of limited duration, the length of new employment and what considerations could impact the Organization's ability to offer a position that is not of limited duration.

The Organization will not offer a temporary employee the same, or a substantially similar, limited-term position more than three (3) times unless there are specific, compelling reasons the position cannot be made permanent. If the Organization intends to offer a limited-term agreement a fourth time, it must submit a written explanation detailing the reasons the position cannot be made a regular position. Within ten (10) days of receiving the written notice, an employee may request a meeting to discuss the reasoning, with the option to include a union representative.

If the Organization does not offer to retain employees in a substantially similar capacity, it must notify the Guild as well as the employee. Should termination occur before the end of their agreed upon term of employment, it shall be considered a layoff for purposes of Article 17.

3. Should the Organization intend to post a new position, which is not listed in Appendix A, and which it contends is not eligible for the bargaining unit as defined in section 1, the Organization shall notify the Guild prior to posting the position, and if requested by the Guild will bargain in good faith regarding the position's bargaining unit status, using the National Labor Relations Act and case law as a guide.
4. 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 non-unit employees may continue to perform bargaining unit work (as defined in subsections a-c) to the extent that they currently and normally do so, and/or to the extent such employees reasonably must perform such duties to successfully complete their own job responsibilities, 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 of bargaining unit positions, but it is acknowledged that some additional bargaining unit work may be performed by non-unit individuals as a result of a layoff or vacancy or absence in unit position.
  - (e) Nothing in this article or section is to be construed to curtail usage of freelancers, contractors, temporaries, or interns, provided that such usage shall not be the cause of a

layoff or reduction of bargaining unit positions, although it is acknowledged that some additional bargaining unit work may be performed by non-unit individuals pending the refilling of a vacant unit position or during an absence in a unit position.

After a freelancer who performs editorial work, has worked an average of 25 hours per week over the immediately preceding 52 week period the Employer will choose whether to either: (a) offer the contractor the choice between full-time employment; or, (b) terminate the contractor relationship.

## **Article 2. Union Security**

Unless prohibited by law, the Organization 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 they shall pay an agency fee to the Guild in an amount equivalent to the dues they would pay as a Guild member. If an employee does not sign, and return to the Organization, a Dues Authorization Form as outlined in Article 3, section 3, within this 30 day period, then the organization will provide the Guild and the employee with ten (10) days written notice of its intent to terminate employment. After ten (10) days if the employee has not signed the Dues Authorization form as outlined in Article 3, section 3, the Organization will terminate the employee.

### Article 3. Dues Deduction

1. Upon an employee's 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. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's written assignment shall remain effective in accordance with the terms of such assignment.
2. The Organization shall provide for payroll deductions for the CWA Political Action Fund (PAF) on behalf of employees who authorize such deductions in writing.
3. 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, 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 supersedes all previous assignments and authorizations if any heretofore given by me in relation to Guild initiation fees, dues and assessments.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

## Article 4. Information Sharing

1. The Organization will furnish the Guild the following information for employees represented by the Guild:
  - a. Name
  - b. Hire date
  - c. Job title and description
  - d. Rate of pay - hourly or salary
  - e. Work location
  - f. Date of birth
  - g. Ethnicity (if employee has voluntarily disclosed)
  - h. Gender identity (if employee has voluntarily disclosed)
  - i. Home address
2. The Organization shall notify the Guild and the unit chair within thirty (30) days, unless otherwise noted, by email of:
  - a. New unit employees, including all the information required in Section 1, to the extent the Organization has it, within one (1) week after the employee's start date
  - b. Any resignations, terminations, retirements, and deaths of employees within 72 hours of the Organization becoming aware of such an event
  - c. Names of interns, freelancers, contractors, and agency temps, who are performing editorial work, for what purpose or project they have been hired, and for what length of time
  - d. Changes in job title and salary with effective date
  - e. Material changes in job descriptions, and/or any Bargaining Unit employee's beat
  - f. Job postings for new or vacant positions
3. An employee has the right to view their personnel file within five (5) business days of requesting it. The employee may make copies of documents. If the employee is not located in the office in which their personnel file is kept, the Organization will provide an electronic copy to the employee within ten (10) business days of the employee's request. These time limits may be extended upon mutual agreement, which shall not be unreasonably withheld.

The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material.



Guild representatives shall be provided with personnel file materials relevant to administering the CBA or to processing a grievance.

4. At least twice annually, the Organization shall provide information to unit staff regarding the annual budget of the organization in the form the Organization's primary categories of expenses. This information provided to unit staff also shall be provided to the Guild upon request within one (1) week of the Guild' request. In addition, on as needed basis, the Organization will work with reporters and editors to ensure that, where appropriate, the Organization discloses funding sources that may create the appearance of a conflict of interest in its reporting.

## Article 5. Discipline and Discharge

1. Following the 60-day probationary period, there shall be no discipline or dismissal except for just and sufficient cause.
2. The parties agree that the purpose of progressive discipline at TAIF is intended to afford every employee the opportunity to learn from mistakes and gain a better understanding of the conduct expected of them at the workplace. TAIF will follow this progressive disciplinary system:

Education – TAIF advises the employee of prohibited actions and the consequences of such actions or the expectations of the job that have allegedly not been fulfilled. TAIF will notify the Guild and Unit Chairperson of any such education.

Investigation –TAIF will conduct a fair and objective investigation before action is taken.

Issuing Penalty – TAIF will assess the merits of each case on an individual basis and exercise progressive discipline.

The potential progressive discipline steps include oral warning, written warning, suspension or demotion, and termination. Oral warnings may be given in person, over Zoom meetings, or the phone from supervisors. Discipline will not begin with dismissal except in instances of gross misconduct, wherein the employee may be terminated immediately without notice or additional pay.

- Gross misconduct includes:
  - Severe or habitual insubordination, which means the purposeful refusal to follow a supervisor's express, lawful directions, or intentionally providing misinformation to a supervisor or management
  - Willful dishonesty with malicious intent or material impact
  - Violent behavior (physical or verbal threats)
  - Knowingly or negligently violating laws and/or regulations applicable to the Organization
  - Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work, provided such consumption of alcohol is not incidental to any employee's work.
  - Willful release of sensitive confidential and/or proprietary information
  - Unauthorized possession of weapons.
  - Theft or willful misuse of Organization property
  - Performing outside work in violation of Article 9 of this Agreement
  - Violation of the Organization's policies on discrimination, harassment, and retaliation and/or Article 22 of this Agreement.

The Organization retains the right to terminate employees when just cause exists and the employee has engaged in gross misconduct in a degree or kind similar to the enumerated examples in this list such that the Organization reasonably believes immediate termination is warranted. The Guild reserves the right to grieve the Organization's determination that the employee engaged in the conduct in question as a factual matter and/or that the facts constitute gross misconduct as set out in this Article.

3. Employees will not be disciplined through the cancellation of their work. This in no way prohibits the Employer from upholding editorial standards and exercising editorial discretion, including the decision not to publish a given piece for nondisciplinary reasons.
4. At least 24 hours prior to any meeting at which disciplinary action will be taken or that may lead to disciplinary action, the Organization will advise the employee of their right to have a Guild representative present at the meeting. If a Guild representative is requested to attend such a meeting, the date and time of the meeting will be mutually agreed upon by the Guild and Organization but must be held within four (4) business days, unless otherwise agreed to by the parties.
5. All disciplinary notices, except oral warnings, shall be given to an employee in writing. The document will include a space for the employee's signature indicating receipt of the document. The employee's signature only signifies receipt of the document and is not an acknowledgement of guilt or agreement with the contents. If the employee chooses to provide a written response, the response will be included in the employee's personnel file.
6. All disciplinary records will be maintained in the employee's personnel file. Except in cases of gross misconduct, if the employee has no disciplinary problems for a period of six (6) calendar months from the date of a disciplinary action, that action will not be considered grounds for further discipline or counted as active discipline. In cases of gross misconduct, if the employee has no disciplinary problems for a period of twenty-four (24) months from the date of a disciplinary action, that action will not be considered grounds for further discipline or counted as active discipline.
7. The first 60 days of employment is considered to be a probationary period. Such Employees shall not have access to the grievance process to challenge discipline or discharge but shall be entitled to all other provisions of this Agreement.

## Article 6. Grievance Procedure

1. The Guild shall designate a committee of its own choosing to take up with the Organization or authorized agent any matter arising from the interpretation, application, administration or alleged violation of this Agreement or affecting the relations of an employee and the Organization.
2. Step 1. Prior to filing a written grievance, a representative of the Guild – a shop steward, unit officer, or Guild Representative – may meet with an appropriate representative of the Organization, with or without the grievant(s).
3. Step 2. If the issue is not resolved in Step 1, up to two (2) members of the Union Grievance Committee, the grievant if they so choose, and the Organization will meet within ten (10) business days after the Guild provides written notification to the Organization of the grievance, including the remedy the Guild is seeking. The Organization will answer the grievance in writing within twelve (12) business days of the Step Two meeting.
4. 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 Organization'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.
5. In the event that arbitration is requested, and the parties have not identified a mutually agreed-upon arbitrator, 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.
6. At the outset of any arbitration, prior to opening the record for evidence, the arbitrator may first attempt to mediate the case for final resolution. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement.
7. Cases of suspension or discharge may be submitted to expedited arbitration after Step 2.
8. 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.
9. The time limits set forth in this Article may be extended upon mutual agreement.

## Article 7. Hiring, Transfers and Promotions

1. The Organization shall notify all employees, by email, of any vacancy in an existing or newly created position it intends to fill. The Organization may also advertise the position externally at the same time it posts internally.

Employees shall have five (5) working days from the date of the posting to apply for the vacancy, which shall obligate the Organization to interview the internal applicant prior to interviewing outside applicants, unless the internal bidder is unavailable for more than one (1) week (ex. on vacation or other approved leave). After five (5) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Any bargaining unit employee who does not meet the required qualifications of the position and is therefore not interviewed shall receive an explanation in writing from the hiring manager explaining why they were not interviewed with suggestions for how they can gain the necessary qualifications for the position in the future. Upon request, the hiring manager and/or another TAIF representative will meet with the employee and, with regard to unit positions and upon the employee's request, a representative of the Guild.

2. For all positions that fall under the bargaining unit, the Organization will continue to advertise job postings in forums targeted to underrepresented groups, including communities of color, including but not limited to:
  - The Asian American Journalists Association
  - The National Association of Black Journalists
  - The National Association of Hispanic Journalists
  - South Asian Journalists Association
  - The Association of LGBTQ Journalists
  - Online News Association
  - All Hands Jobs Board

Within 60 days after ratification of the Agreement, a demographic survey will accompany all job applications for unit positions that will ask for the applicant's race, ethnicity, gender identity, and possible identity within the LGBTQ community. Every survey question will include "I do not wish to answer" as an option. Every six (6) months (i.e., on or about the first week of July and the first week of January), the Guild will receive a report of the demographic breakdown of the applicant pool for positions filled within the preceding six-month period.

After two (2) reports have been completed, the parties shall meet to discuss in good faith to discuss potential modifications to the Organization's hiring processes, in furtherance of the parties' shared commitment to equal employment opportunity, and in light of the demographic survey data collected. Either party may initiate further

discussion after more reports have been completed.

3. No employee shall be required to accept a promotion, transfer or relocation. In the event a bargaining unit employee voluntarily accepts a promotion, transfer or relocation with TAIF, the employee will retain for up to two (2) months the right to return to their former position or a substantially similar position, and such return will take place without penalty or prejudice, at the rate of pay the employee would have received had they not left the former position, provided that in no event shall TAIF be required to terminate another employee in such position so as to make it available under this section. Provisions of this section will not apply if a promotion, transfer or relocation is offered in response to reduction in force, an organizational restructure, or if a position is otherwise eliminated.
4. Following the ratification of the Agreement, TAIF will provide a list of senior management, advisors, and the Board of Directors. Upon any changes or updates to the TAIF's leadership—including personnel changes in senior management, advisors, and the Board of Directors—the Organization shall announce those changes to employees within thirty (30) days. This information shall also be available upon request within thirty (30) days of the Guild's request.

## **Article 8. Seniority**

1. For this agreement, seniority is defined as the months or years altogether served at the organization as a member of the TAI staff. An employee who formerly worked, in the past four (4) years, for True Blue Media, shall upon their request have their time working for True Blue Media be included by the Organization in calculating their seniority date.
2. For purposes of this Article, employees shall be deemed continuously employed by the Organization while on approved leave of absence from the Organization and while employed by the Organization in a non-bargaining unit position.
3. A former employee who returns to employment in a bargaining unit position will be credited for previous time and will accrue benefits at the level associated with their time served.

## **Article 9. Employee Integrity and Ethics**

1. An Employee's byline or credit line shall not be used over a current Employee's protest. The Organization shall make best efforts to bring substantive changes in material submitted to the Employee's attention before publication. The Organization is committed to accuracy in its reporting, and any employee who believes they are being asked 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 should raise the issue and speak with the employee's supervisor, editor, and/or Organization leadership to resolve such concern with the option to include a Union Representative in the conversation. Bylines and credits shall be offered to bargaining unit Employees for the hosting, production, shooting, editing, etc. of all stories, photos, and/or videos.
2. Following the ratification of this Agreement and within 60 days of the establishment of the Labor Management Committee, the Labor Management Committee may provide feedback and recommendations to the Organization with regard to processes for pitching, workshopping said pitches, and editing stories to ensure quality and consistency.
3. The Organization and the Guild commit to treat all Organization employees and Guild representatives with respect and dignity. All parties agree that TAIF management will work with the Guild and bargaining unit employees to be successful and understand the goals they are expected to meet at their jobs. The Organization will bargain with the Guild on any proposed changes on policies addressing employee wages, hours, and working conditions, and will only implement changes after receiving the Guild's input.
4. The parties agree to uphold the guiding principles of fairness, equity and clear communication in their joint efforts to strengthen the work, and the workforce, of TAIF.
5. Management will not discriminate against any unit member because of their membership or activity in the Guild.
6. Any employee who believes in good faith that an assignment or directive would require them to perform an unsafe, unlawful or unethical act on behalf of TAIF, or who observes or learns of an apparently unsafe, unlawful or unethical act by other TAIF personnel, may promptly notify TAIF management and will not be subject to reprisal for doing so. If a question arises as to the accuracy of published material, TAIF will use good faith efforts to notify the employee(s) involved and consult with them in a timely manner before publishing a correction or retraction.
7. TAIF will continue its whistleblower policy, and agrees to provide the Guild with advance notice and an opportunity to bargain before modifying such policy. In addition to reporting violations or suspected violations to their supervisor or other members of TAIF management, employees may also speak with a representative of the Guild, and, with the permission of the employee, the representative may report the information without the employee or accompany the employee when they report the information in



accordance with the whistleblower policy. The Guild shall not publicly disclose information provided to it by an employee under this section without the Employer's express authorization.

8. Employees shall be free to engage in any activities outside of working hours that do not impede or negatively affect their performance of, or create a conflict of interest or the appearance of such a conflict with, their job duties for the Employer. Prior to engaging in outside employment, consulting, speaking, writing, researching or business interests that relate to the work of the American Independent or could create a conflict of interest or the appearance of such a conflict, the employee must receive prior approval from their supervisor. The Employer will authorize the outside employment unless it reasonably concludes that the outside employment will impede or negatively affect the employee's performance of or create a conflict of interest or the appearance of such a conflict with their job duties for the Employer. If employees have received approval for outside work, the work done at The American Independent Foundation takes precedence. If TAIF determines that an employee's previously-approved outside work interferes with performance or the ability to meet the requirements of TAIF, the employee may be asked to meet with their supervisor to discuss time management and work-related priorities. If within a reasonable amount of time following the meeting, it is determined that the employee is still unable to meet the requirements of their job, they will terminate the outside employment in order to continue as an employee of TAIF.

## Article 10. 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 the TAIF within the scope of their authorized duties, TAIF will defend and provide legal counsel for the employee through a Media/Professional Insurance Policy or at TAIF's reasonable expense. TAIF and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. TAIF will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with TAIF in connection with such litigation, and to not take a course of action contrary to the advice of counsel.
2. During the term of this Agreement, TAIF shall continue to maintain a Media/Professional Insurance Policy that provides reasonable comparable coverage, to the policy in place as of the ratification date, for claims arising out of the employee's performance of work for TAIF within the scope of their authorized duties. In the event that TAIF is unable to secure such coverage, it shall provide the Guild with advance notice of such issue and commence good faith bargaining regarding this Article 10. Subject to the employee's compliance with the obligations in Section 1, above, TAIF will indemnify the employee for up to \$1.5 million in 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. In the event that the employee is held liable for greater than this amount, TAIF, the employee, and the Guild will work in good faith to identify other potential ways TAIF can support the employee in satisfying the judgment.
3. An employee so represented in any matter described in Section 1 above will not suffer any loss of pay or other benefits as a result of such matter.
4. The TAIF 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, including any criminal or tortious acts such as defamation, libel and slander.
5. Except to the extent required by law, TAIF 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 TAIF. TAIF will promptly notify the employee concerned, and the Guild, of any demand on TAIF for surrender or disclosure or authentication of the confidential material described above when legally permissible. Likewise, the employee will promptly notify TAIF of any demand for such surrender or disclosure or authentication made upon them when legally permissible. TAIF shall not discipline or penalize any employee for refusing to disclose to anyone outside TAIF, or to relinquish custody of to anyone outside TAIF, 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 TAIF employment, unless the employee refuses to do so as required by applicable law.

## **Article 11. Succession**

1. This Agreement binds the Parties' successors, purchasers, transferees, lessees, and assignees by merger, consolidation, or otherwise.
2. TAIF shall give notice of this Agreement, and this Article 11, to any successor, purchaser, transferee, lessee, assignee, or other party involved in any sale, transfer of assets, or assignment of assets covered by the Agreement prior to concluding such transaction and require the new owner to offer employment subject to the terms of this agreement to all bargaining unit employees as a condition of said sale or transfer.

TAIF shall provide the Union with reasonable advance notice of at least 60 days notice of such anticipated transaction.

3. In the event that a project or portion of the employees are required by the American Independent Foundation to transition from being employees of the American Independent Foundation to another organization or transition to being an independent organization, the Organization will give at least 60 days notice to the Guild.

## Article 12. Performance Evaluations

1. Employees and supervisors shall meet annually to review the employee's performance. Following this meeting the supervisor will send an email summarizing any action items resulting from this meeting, as well as a copy of the review form, signed by both the supervisor and employee, to the employee.

The performance evaluation process will involve completion of the Performance Evaluation Form to be provided by TAIF.

Upon request of either an employee or their supervisor, progress toward achieving goals defined during the evaluation process may be informally reviewed during the year by both parties. Either the employee or the supervisor may choose a more formal quarterly check-in to discuss these and other matters of professional growth.

A copy of the evaluation form, the action item email referenced above, and any attachments, will be placed in the employee's file.

2. The purpose of annual performance evaluations are:
  - a. To review the employee's achievement of their previously set goals;
  - b. To mutually set future goals;
  - c. For the employee and supervisor to discuss their working relationship (and overall working relationships throughout the organization);
  - d. To assess the employee's current job description and title, and whether any necessary adjustments will be made.
3. The contents of an annual performance evaluations are not considered discipline for purposes of Article 5.
4. Union members will provide feedback to their supervisors during the performance review period. The purpose of this feedback is to help strengthen the relationship between the employee and their supervisor while also providing a mechanism to hold supervisors accountable. The Labor-Management Committee will explore ways for employees to provide structured feedback to supervisors before annual performance evaluations are administered following the ratification of this agreement.
5. Employees will have periodic check-ins, usually on a weekly basis, with their supervisor or supervising editor to update them on assignments, story ideas, and any issues they may be facing.

## **Article 13. Health and Safety**

1. The Organization shall afford an employee a reduction in responsibilities and/or a reasonable amount of paid time off, up to three (3) days, in response to any traumatic events experienced as a result of covering a news story in the service of the Organization. After three (3) days, the employee may request to use other forms of available paid or unpaid time off, or otherwise request a reasonable accommodation. The Guild shall be notified in writing of such arrangements or any changes to such arrangements.
2. The Organization is responsible for educating every employee on workplace safety and office security protocols. Every new employee should be brought up-to-date on these protocols within fourteen (14) days of their hire date. Employees' request for additional safety training and/or equipment will not be unreasonably denied.

## Article 14. Remote and Flexible Work

1. The Organization and the Guild agree that employees generally may work remotely. The fact that an employee is working in a remote location will not be considered detrimental to their job performance in and of itself without a demonstration of an employee's change in work performance. Nothing in this Article 14 precludes the Organization from creating new unit positions following ratification of this Agreement that require in-person work based on the particular responsibilities of such position, or to require remote staff to attend in-person meetings or staff retreats from time-to-time.

In the event that an employee who is working either remotely or under a flexible work agreement accepts a new position that would require in-person work, preference will be given to maintaining their remote or flex work agreement to the extent that the employee can complete the responsibilities of that position.

2. If an employee can reasonably demonstrate that their health or the health of their family or people they share an intimate dwelling with would be put at risk by sharing a designated office space with other TAIF employees, they can't be mandated to return to an office setting by a supervisor as a condition of their continued employment, provided that nothing in this section shall alter the expectation that the employee meets TAIF's performance expectations for the employee's position while working remotely.
3. The Organization and the Guild recognize the value, desirability, and need for alternative work schedules and arrangements – including, but not limited to, remote work and flexible schedules – either on a regular or ad hoc basis. Requests for such schedules or arrangements shall not be unreasonably denied. The Organization shall consider only such business-related factors as whether the employee has been adequately performing all of their duties to the satisfaction of their supervisor, including sustained satisfactory performance), that they are able to meet deadlines and work independently, and that their requested schedule/arrangement will not negatively impact any other employees' ability to work with the employee (for example, that an editor will be available during a reporter's requested working hours). Requests for alternative work schedules and arrangements should be made in writing and accompanied by a detailed plan for how to make the arrangements operational for business.

Denials shall be in writing, citing the specific business operational reason(s) upon which the denial is based. Such existing alternative work schedules and arrangements will be maintained under the same terms.

Alternative work schedules and arrangements will be evaluated at the end of the initial 30 days. Alternative work arrangements may be discontinued, with at least 30 days written notice, due to unforeseen circumstances, new conditions, or problems that make the plan unreasonable to continue.

Within ten days of receiving the written notice, an employee may request a meeting to discuss the reasoning, with the option to include a union representative. During this

meeting, all parties will make a good faith effort to find a solution that maintains an alternative work arrangement, which will be agreed upon by mutual consent. If the parties are unable to reach an agreement before the end of the 30 day period, the issue may proceed to the grievance procedure.

## **Article 15. Labor Management Committee**

A joint Labor-Management Committee will be established of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union. The Committee will meet quarterly or by mutual agreement at a different frequency. The Labor-Management Committee will resolve issues of mutual concern to the Organization and the Guild. The Labor-Management Committee further will be used to facilitate attaining the goals of the Organization and enable employees to be more effective and productive in accomplishing its mission.



## Article 16. Immigrant Rights

1. The Organization will not discriminate against refugees, individuals seeking or granted asylum, individuals with temporary visas, DACA recipients, or people with any other immigration status that allows for lawful work authorization. TAIF will not reject valid work authorization documents or ask for additional documents beyond what is required for work authorization verification. Upon an employee's reasonable request, TAIF will provide necessary documentation confirming the employee's employment status and/or salary.
2. Upon request, TAIF will assist employees, by providing information, documentation and/or financial reimbursement as provided below, in obtaining necessary visas and work permits for living and working in the United States during their employment with TAIF.
3. TAIF shall reimburse up to \$1,000 in filing fees, or other immigration status related expenses, for employees who seek to renew or obtain employment authorization to work in the United States, including to obtain a work visa, or who seek to adjust their immigration status/register for permanent residence. In the event that filing and attorney's fees for obtaining a visa is deemed prohibitively expensive by the employee, the employee may request a meeting with management and a union representative to discuss additional strategies for financial relief, including but not limited to a consultation with a different immigration lawyer, advocate, or additional financial support by the Organization.
4. Should the Organization be required to remove an employee from employment due to the expiration of the employee's work authorization document, the Organization shall reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation within ninety (90) calendar days of their removal from employment.
5. Unless otherwise required by applicable law, the Organization's practice will be to require a valid, signed warrant prior to allowing any Law Enforcement including but not limited to, the police, the FBI, and ICE, to enter any facility owned or leased by the Organization where staff, contractors, or volunteers of the Organization work; provided that the Organization may authorize entry by the police or the FBI in emergency circumstances (i.e. medical emergency or a physical safety issue).
6. The Organization will provide training for employees responsible for interacting with law enforcement who operate in all offices in how to interact with ICE or other law enforcement agents. This training will provide information regarding the rights of people, regardless of immigration status, in incidents involving law enforcement and address steps such staff should take should an immigration status-related event occur near or at their office space.

## **Article 17. Reduction in Force and Severance**

1. Employees terminated from employment for reasons other than just cause shall receive two (2) weeks' notice or one (1) week's pay in lieu of notice and one (1) week of severance pay for every six (6) months of employment, up to a cap of no more than twelve (12) weeks' severance pay; and provided that in no event shall an employee who has completed their probationary period receive less than four (4) weeks of severance pay. In addition, such employees shall continue to be covered at the employer's expense with their health insurance coverage until re-employed in a position providing health insurance, or for two (2) months, whichever occurs first.

Employees will not lose access to company email, to the office building, and other company resources until the end of the notice period.

2. The Organization retains the right in its discretion to determine layoffs or reduce the hours of employees based on economic reasons, including, but not limited to lack of funding for a position.
3. The Organization will promptly notify the Guild simultaneously while informing any employees identified for inclusion in layoffs and/or reductions in hours worked. In the case that two employees in substantially similar roles are considered for layoffs, seniority shall be given primary consideration. A laid off employee shall be provided, on request, a letter making it clear that they were laid off for reasons other than just cause for performance issues.
4. Laid off employees shall be placed on a recall list for up to one (1) year. Such employees shall remain on a recall list until they are recalled, decline an offer of written recall, or fail to provide a response within four (4) weeks to an offer of recall. Upon a vacancy, the Organization shall send a notice by email to the last known email address of all persons on the recall list who previously worked in a substantially similar role in which the vacancy occurs.

A substantially similar role includes the same position/job title or a role at the same level within the Organization with substantially similar job functions and responsibilities. A copy of the notice shall also be sent to the Guild. If an employee responds to a recall offer within one (1) week, the Organization shall interview them before interviewing any external candidates, and in making the hiring decision will give weight to employee seniority. Employees who respond within four (4) weeks will remain on the recall list and will be interviewed unless the role has been filled. After being interviewed, the employee shall respond to an offer of re-employment within ten (10) business days. If an employee fails to accept re-employment, the employee shall be removed from the recall list. An employee's seniority shall be reinstated upon their rehire.

## **Article 18. Retirement**

1. As soon as practical after ratification of this agreement but within six (6) months, the Organization will provide access to a retirement savings account under the following terms:
  - a. TAIF will match employee contributions up to 3% of an employee's base salary to the 401(k) plan.
  - b. The Employer will begin making contributions immediately upon employee enrollment. Employees will be 100% vested in the employer contribution.
2. Should a greater percentage or match be provided for any non-bargaining unit Employees during the term of this agreement, Guild-represented Employees shall receive that increase.

## Article 19. Holidays & Leave

### 1. Holidays

#### a. Employees will receive the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve and Christmas Day

#### b. Employees should request time off for cultural or religious observance of importance per the Organization's religious leave policy. If an employee is required to work on a holiday, the Organization shall in its discretion either designate an alternative day off for all employees required to work on such holiday or otherwise provide an affected employee with an alternative day off, which should be scheduled with the employee's supervisor and taken within 30 days unless otherwise agreed.

#### c. If one of the above holidays falls on a weekend, the organization will observe the holiday on the closest weekday.

### 2. Vacation and personal days

#### a. Employees accrue paid vacation annually, on a pro rata, per pay period basis as follows:

- i. First year of employment: 12 days.
- ii. Second year of employment: 15 days
- iii. Third year of employment: 18 days.

- iv. Four plus years of employment: 21 days.

Employees may request an advance against their annual vacation accrual, which will not be unreasonably denied. If an employee's employment ends before they accrue advanced vacation, the employee is responsible for repaying the advance, and the advance will be deducted from the final paycheck to the extent permitted by applicable law.

An employee may roll over accrued, unused vacation from one year of employment to the next as follows, unless otherwise required by applicable law:

- Year 1 to Year 2: 3 days.
- Year 2 to Year 3: 4 days.
- Year 3 to Year 4: 5 days.
- Year 4 to Year 5: 6 days.
  
- Year 5 and onwards: 7 days

Accrued, unused vacation is paid out at separation.

- b. Employees are entitled to five (5) additional paid personal days off per year. Paid personal days do not rollover between years of employment, and are not paid out upon separation unless otherwise required by applicable law.
- c. Upon separation from employment with TAIF an employee is entitled to a payout of their unused vacation at their pay rate as of the employment termination date.
- d. An employee on vacation leave continues to accrue vacation leave.

### 3. Sick Leave

- a. All employees are entitled to sick leave in the case of illness, and which also may be used to care for a loved one, including but not limited to a child, spouse, parent, or one acting as a parent, or life-partner, or for any other reason provided by applicable law. Sick time leave under this section is intended to give employees flexibility to address absences of a short term duration no more than three (3) consecutive work days. Employees must provide as much advance notice as is practicable of their need to take sick or safe leave, and must notify their supervisors no later than the morning of the day(s) they intend to utilize their sick leave where earlier notice is not practicable.
- b. No documentation, such as a doctor's note, will be required to be provided for utilization of sick leave. TAIF has the right to request such documentation for absences due to illness or other medical issues lasting more than three (3) consecutive days.

### 4. Guild Business Leave

- a. Upon advance request, employees designated as Guild representatives will be granted limited time off from work (usually no more than three (3) full days per year per representative), without loss of pay, to conduct necessary Guild business administering this Agreement. Except for time spent handling grievances, employees will provide one (1) week's notice for the request for use of Guild business time and such requests will not be unreasonably denied by TAIF.
- b. For the purposes of contract bargaining between TAIF and the Guild, up to four (4) 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 six (6) 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 time above. The Guild shall notify TAIF in writing of the members of the negotiating committee before commencement of contract bargaining.

#### 5. Inclement Weather/Natural Disasters

- a. TAIF employees currently have the technology necessary to work remotely, and it is expected that in most cases the ability to do so will not be impacted by weather conditions. However, should an employee be unable to work for a period of time due to local conditions (e.g. a power outage, interruption in childcare, etc.) employees are expected to promptly notify their supervisor and/or colleagues that they will be offline, along with the expected duration, if at all possible. While offline in these circumstances, employees are not required to use vacation, personal, or other leave and are expected to stay in touch with their supervisor about when they can return to normal work status. This Article addresses short-term issues caused by local conditions. If an employee will be offline for more than three (3) consecutive days under circumstances set out in this Article, the employee must use available paid leave or make other arrangements with TAIF.

#### 6. Jury Duty

- a. 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 the duration of such service. This payment shall be less any fees received by the employee. Days off for jury duty or subpoenaed court appearances shall not reduce an employee's unused paid days off.
- b. Employees should provide their supervisor with a copy of the jury duty summons as soon as possible. The Organization has the right to make a request to the employee that an employee be excused from jury duty.

## 7. Bereavement Leave

- a. Employees who experience the death of a loved one are entitled to five (5) days off. Employees may also discuss their needs for additional time off with the Employer, taking into consideration needs including but not limited to travel. Such requests will not be unreasonably denied.

## 8. Parental Leave

- a. Employees are allowed sixteen (16) weeks paid time off at 100% of salary in association with the birth or adoption of a child. This paid time off may be taken at once or in two different blocks of time, at any point during the year following the birth, adoption, or placement of a child. An employee will accrue paid time off during parental leave. Employees should consult the Organization parental leave policy for further details.
- b. An employee will be returned to the same position at the end of their parental leave. If the duties and responsibilities of the position have changed during the leave, or the position is eliminated, the Organization shall return the employee to a substantially equivalent position at the end of the leave.
- c. Parents are entitled to take additional time off - up to 24 hours every year - for school related events, including, but not limited to, parent-teacher conferences and child participation in plays, concerts or sports events.

## 9. Voting Leave

- a. Employees are entitled to take a reasonable amount of paid time off to vote in person. However, employees are encouraged to vote via mail ballot or early voting outside of regular work hours.

## 10. Personal Leave

- a. Full time, regular employees may be granted a personal leave of absence without pay under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons. A personal leave of absence is granted at the discretion of the organization and is normally granted to protect the length of service and benefit rights for an employee whose service might otherwise be terminated.
- b. An employee becomes eligible for a personal leave of absence after 90 days of service. An employee who wishes to take a personal leave of absence must make arrangements with their supervisor.
- c. A personal leave of absence begins on the first regular workday following the last day worked. The maximum leave allowed under this policy is twelve (12) weeks.

- d. A written request should be submitted at least two (2) weeks in advance of any leave of absence which exceeds ten (10) days, except in cases of emergency. Any leave request must include an expected date of return. If the employee does not return within three (3) days of that date, and no extension has been requested, the employee will be assumed to have voluntarily resigned.
- e. Personal leaves of absence are without pay unless the employee decides to use any earned vacation hours, personal days, or sick leave during the leave and are otherwise eligible to use such hours. Insurance coverage will be maintained for an employee while on a personal leave of absence. Paid time-off benefits do not accrue during a leave of absence but are retained at the same level.

#### 11. Professional Development Leave

- a. Subject to supervisor's approval, employees may participate in meetings and conferences for professional development during their regular work day with TAIF paying registration fees and without loss of pay.
- b. Employees are entitled to an unpaid leave of absence for professional development including but not limited to a fellowship, authoring a book, unique training opportunity, or self-determined valuable opportunity. Employees with at least five (5) years of employment may take up to one (1) year of unpaid leave of absence once every five (5) years.
- c. The Organization will return an employee to the same, or a substantially equivalent position, at the conclusion of the professional development leave.



## **Article 20. Expenses & Equipment**

1. Necessary work-related equipment will be provided by the employer. For employees working part-time or full-time remotely, this includes computer hardware and software, and necessary repairs to, or (at the Organization's discretion) replacement of, an employer-provided laptop. The Organization shall provide reasonable accommodation for disabled employees with regarding to equipment, which depending on the circumstances may include purchase of technological aids or costs associated with an employee's use of a personal laptop. The Organization will pay or reimburse all work-related expenses including, but not limited to, subscriptions to news sites necessary for employees to do their jobs, provided that employees obtain prior written approval before incurring such expenses, and comply with the Organization's reimbursement policy.
2. TAIF will pay reasonable work-related travel expenses such as transportation to the office for employees who are not assigned to such office and all pre-approved work-related trips, including lodging. TAIF will pay a \$50 per diem, which shall be reduced on a pro rata basis to the extent that the Organization is otherwise providing meals during the employee's travel. Employees should, wherever feasible, coordinate with the Organization so that it may pay for specific work travel expenses up front prior to travel. Employees should submit expenses for reimbursement as provided by TAIF's reimbursement policy. TAIF shall reimburse employees for approved expenses no more than 30 days after reimbursement forms have been submitted.

## **Article 21. No Discrimination**

1. The Employer and the Union agree that provisions of this Agreement will be administered to ensure that discrimination does not occur based on an individual's race, religion, gender, sexual orientation, age, color, national origin, citizenship, physical or mental disability, veteran status, political affiliation, Union activity, appearance, gender presentation or identity, marital status, or parental status, and in accordance with all other applicable laws.
2. Employment at The American Independent Foundation is based upon qualification and competency. The Employer does not discriminate against anyone in treatment, recruitment, hiring, firing, employment, compensation, wages, benefits, promotion opportunities, discipline, or recall from layoff on the basis of race, religion, ancestry, sex, gender, gender presentation or identity, sexual orientation, age, color, national origin, citizenship, physical or mental disability, AIDS/HIV status, veteran status, political affiliation, Union activity, appearance, marital status, parental status, or any status otherwise protected under applicable federal, state, or local law.

## Article 22. Harassment Free Work Environment

1. It is the policy of The American Independent Foundation that all persons shall have the right to work in an atmosphere free from sexual harassment and other forms of unlawful harassment. Harassment based on gender, race, gender identity, sexual orientation, national origin, age, and/or disability infringes on a person's right to a working environment which is free of discrimination.
2. The Employer will maintain and periodically update its policy against harassment and communicate its policy against harassment to its employees, including non-unit personnel. Any person with questions or concerns regarding harassment is entitled to a prompt response from upper management, including the President if the person so chooses. Complaints may be reported and will be addressed as provided in the remaining sections of this article.
3. The Employer will not accept or condone any sexual harassment. Sexual harassment includes unwelcome conduct based on sex, including making unwanted advances, reprisals after a negative response to a sexual advance, leering, making or using derogatory comments, epithets, slurs or jokes, inappropriate and unauthorized touching of an individual, and displaying sexually suggestive objects or images. It is also sexual harassment when any of the aforementioned behaviors are made Quid Pro Quo: Submission to or rejection of that conduct or communication is made a term or condition, either explicitly or implicitly, or used as a factor, in decisions affecting the individual's ability to obtain employment, promotion, awards, training, or other job benefits.
4. The Employer encourages anyone with knowledge of sexual harassment or any other unlawful harassment to immediately report it to the CFO and/or the President. Alternatively, an employee may speak with a representative of the Guild, and, with the permission of the employee, the representative may report the information without the employee or accompany the employee when they report the information to the CFO and/or the President.
5. Upon receipt of any harassment report, the Organization will promptly commence an investigation, and may retain a third party investigator for that purpose, as follows:
  - Commence the investigation no later than seven (7) business days following the complaint, informing the Guild and the complainant that it has commenced. If, due to extenuating circumstances, this start date is delayed, the Guild will be notified for approval of an extension.
  - Fully investigate the incident, which may include private, separate interviews of both the complainant and accused as well as any additional witnesses, and review of relevant documents. The investigation will be fair, thorough, and timely. It must provide all parties

appropriate due process and reach reasonable, evidence-based conclusions.

- Recommend disciplinary or other action as appropriate.
  - Advise the person(s) who is the subject of the complaint of the intended action.
  - Notify the complainant of the outcome; i.e., whether the complaint has been substantiated.
  - In the event that the Organization intends to conduct an internal investigation, the Organization will inform the person filing the complaint of their right to request an additional member of Management participate to in the investigation and resolution. The employee may request a representative of the Guild accompany them for any investigatory meetings.
6. The person filing the complaint will be provided with the outcome of the full investigation within 1 month of the initial complaint, unless the investigation cannot be reasonably completed within that period of time, in which case it must be completed within 60 days of the complaint absent agreement between the complainant and management. Harassment may be grounds for severe disciplinary action, up to and including immediate termination.
  7. People have the right to complain about harassment or participate in any workplace investigation (including as a witness on behalf of a coworker) without retaliation.
  8. Every step of the processes outlined in Sections 3 and 4 will be handled with the highest level of confidentiality possible to protect the privacy of individuals while also meeting the State and Federal mandates on reporting requirements and the Organization's legitimate investigatory needs and legal responsibilities.
  9. If the CFO or President is the subject of the complaint, the investigation and other steps outlined above will not be administered by such person.
  10. The Employer reserves the right, at its sole discretion, to refer the matter to an independent outside investigator to conduct a full investigation of the complaint. Union representatives may also recommend the use of an independent investigator in a letter to the Employer. The Employer commits to taking that into consideration and including this letter in the case file. If union representatives have not been involved, either party has the right to make the same request on their behalf.
  11. Interim measures. Beginning when a complaint is filed, the person filing the complaint has the right to activate various interim measures to ensure their comfort during the investigation. The Organization will advise the person filing the complaint of their right to these measures and implement them if they wish at any time during the investigation.

Interim measures include, but are not limited to, ceasing direct contact between the person filing the complaint and the person who is the subject of the complaint during the period of investigation. Such a separation may include reassigning the person filing the complaint, or at their request, allowing them to work remotely until the complaint is fully investigated and corrective action, if required, is implemented. If the interim measure of working remotely is requested by the person filing the complaint and/or the person who is the subject of the complaint, mutual agreement of such a request by the employee's Supervisor and said person is required. If the employee's supervisor is the subject of the complaint, the CFO or President will give approval. Such approval will not be unreasonably denied. The Organization may also choose to place the subject of the complaint on paid administrative leave during some or all of the investigation. If the CFO is either the person filing the complaint or the person who is the subject of the complaint, said discussion and agreement will be provided by the President and vice versa.

12. The person filing the complaint shall suffer no penalty or interference in their working conditions without their consent. In cases where the person who is the subject of the complaint is a member of the bargaining unit, separation from the person filing the complaint pursuant to this clause shall not constitute discipline.

## **Article 23. Professional Development**

1. The Employer shall provide access to educational courses, mutually agreed upon by the Employer and Employee, which will improve the skills of the Employee in the Employee's present job or train the Employee for promotion to higher positions.
2. The Employer will train and orient new/transferee/reassigned Employees in a timely fashion so that they will be able to effectuate their assigned tasks. When Employees are assigned to train new hires, the Employer will ensure that there is adequate time set aside for said training so that the training does not interfere with the Employee's other assigned tasks.
3. All Employees shall be entitled to attend a minimum of one (1) course, conference, or other training opportunity annually, mutually agreed upon by the Employer and Employee. Employees may attend such courses, conferences or other training opportunities during their working hours and without loss of pay.
4. Nothing in this Article restricts the Employer from providing additional funding for an Employee's self-identified professional development opportunities, on a case-by-case basis, or from requiring an Employer to attend professional development at the Employer's expense.
5. TAIF shall provide up to \$750 annually to employees they can use to enhance their work through professional development opportunities as described in Section 1, work-related equipment, or home office furniture or, as to employees located outside of the Washington D.C. metropolitan area, renting working space. Employees may make arrangements for TAIF to directly pay for such expenses or obtain reimbursement pursuant to Article 20.

## Article 24. Hours and Overtime

1. Unless otherwise approved through a flexible work arrangement according to Section 2 of this Article, regular working hours are from Monday through Friday, 9:00 a.m. to 5 p.m. An employee's schedule will vary based on the needs of the Organization and the particular employee's work assignments. The parties recognize that additional hours may be required of employees outside of their regular working hours. Employees with concerns about their hours are encouraged to utilize the provisions according to Article 26. Employees are expected to take meals and breaks as needed throughout the day while completing their work, and should seek assistance from their supervisor if necessary to schedule coverage for breaks while completing time-sensitive work.
2. The Organization recognizes the benefits of a flexible work-time schedule to the work environment and to employees' personal and family lives and maintains a flexible work-time policy. Flexible work-time schedules are comprised of any changes to an employee's regularly scheduled time of work (for example, working from 7:00 a.m. to 3:00 p.m. instead of 9:00 a.m. to 5:00 p.m.).

A flexible work-time schedule may be arranged with the approval of the employee's supervisor. Such approval shall not be unreasonably denied. The Organization may request a meeting with the employee to revise or revoke a flexible work-time schedule arrangement based on its business needs. The Organization and employee shall discuss the need for a change in an already agreed upon flexible work-time schedule and work together to find a mutually agreed upon schedule that satisfies the needs for both parties. Changes to flexible work-time schedules shall go into effect no sooner than thirty (30) days after the meeting. The Organization will not unreasonably revise or revoke a previously-authorized flexible work-time schedule.

3. FLSA non-exempt Employees shall be paid overtime at the rate of 1½ times their hourly rate of pay for all hours worked in excess of 40 hours in a single workweek, or in other circumstances where overtime is legally required. Overtime must be approved by the Employee's immediate supervisor prior to beginning overtime work, except when covering breaking news.
4. Employees who work significantly more than 8 hours in a given workday or 40 hours in a given workweek may request to adjust their hours within the seven-day period, with supervisor approval, which will not be unreasonably denied.

## **Article 25. Union Rights**

1. The Employer agrees that Employees may use Organization-provided Slack and email to communicate regarding Guild notices and information, and that Guild Staff may make reasonable use of Organization-provided email to communicate with employees. In addition, the Employer agrees to provide a bulletin board suitably placed for the use of the Guild.
2. Guild meetings and Guild business may be conducted during work hours, including when a Steward is required to attend a potential disciplinary meeting with a union member, or required to meet with a union member in preparation for the same, or are otherwise involved in matters relating to enforcing the collective bargaining agreement. The Guild shall provide the management with reasonable notice of such meetings.
3. 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.
4. The Organization shall notify the Guild in advance of new employee start dates, and grant Guild access to meet with new employees shortly after the employee's commencement of employment for the purpose of orienting them to the Guild. The employee should make arrangements with their supervisor with regard to scheduling their Guild orientation session. The Organization shall remain neutral in the Guild's efforts to encourage employees to become union members.



## Article 26. Workload

1. Workload is defined as the amount of work assigned or expected in a specified period of time. Upon offer of employment, it is the responsibility of the American Independent Foundation to establish the expectations for an employee's weekly duties and responsibilities. Upon hire, TAIF will provide each employee with a job description of the duties and responsibilities which the employee is expected to perform. A copy of the job description will be maintained in the employee's personnel file. The job description will be reviewed and, if necessary, updated in connection with the annual review process, and at the employee's reasonable request if there are material changes to an employee's job responsibilities or role. For changes to job descriptions made after the initial hire, the employee will have the opportunity to share input regarding changes to their job description through their supervisor prior to TAIF's finalization of the revised description. New employees' work hours expectations are set out in Article 24 (Hours).
2. If an employee feels their ongoing workload is excessive, and they are sacrificing accuracy and quality of work to meet their quota, they may discuss it with their supervisor/manager according to the process outlined in section 3. The discussions may include such things as the nature and requirements of the assignment(s), available staff, objectives, scheduling, breaks, and demands on the employee's time.
3. Where an employee or group of employees feel their workload is excessive, they may identify the issue to their manager(s) or may request that their union representative identify the issue to the employee's manager(s). Once made aware, the manager(s) will meet with the employee(s), with the option for a union representative to be present, to discuss the issue.
4. Management may in the regular course of its operations implement or maintain systems to monitor employee workload. Management shall not, except by mutual consent, implement, install, or maintain software systems to track an employee's productivity through metrics including but not limited to key strokes, cursor activity, screen recording, or webcam captures.
5. Where it is agreed between management and an employee that the workload is excessive, management will make serious attempts to resolve the issue. Such attempts will include seeking input from the employee or employees. In addition, management may take such actions as:
  - Alternative work arrangements;
  - Assigning other persons to help with the workload;
  - Re-assignment of partial duties elsewhere;
  - Re-examine scheduling of hours;
  - Training

If all the above options have been exhausted, or the employee/employees agree to a workload increase, then the Employer and employee shall meet to discuss a reasonable salary increase.

6. Both TAIF and the Guild recognize that job duties of employees may change materially from time to time, and that such changes may be necessary for the efficient and effective operation of the organization. In the event that TAIF intends to materially change the job duties of a position, as set out in the employee's job description, TAIF will fully discuss any changes in job duties with the employee. Job duty changes that warrant discussion include permanent and temporary changes that arise from another employee's layoff or leave of more than two (2) months. The goal of these discussions is to secure an agreement about the intended change, the revised job description, and, where appropriate, an increased rate of pay.

In addition, should an employee believe their job duties have been materially changed due to a layoff or leave as set out above, then prior to the expiration of the 2 month period in which the employee believes they have been performing such work, the employee must notify their supervisor that they believe they have taken on the kind of work above. At that point, no later than the conclusion of this period, either any material additional responsibilities must be eliminated, or the parties must seek agreement on a revised job description and rate of pay as set out above.

If the employee desires, a Union representative will participate in these discussions.

## Article 27. Salaries

- Below are the minimum starting salaries for guild employees and, where applicable, salary ranges:

	Titles by Department		
Salary Range and minimum <sup>1</sup>	Digital + Outreach	Editing	Reporting
\$60,000-\$75,000	O/D Associate Administrative Associate		Digital Writer Research Associate
\$70,000-\$85,000	O/D Manager Email Strategist	Editorial Assistant	Staff Writer
\$80,000-\$94,999	Deputy Outreach Director	Associate Editor	Beat Reporter
\$95,000		Senior Editor Copy Chief	Senior Reporter

Unit employees shall receive no less than a 5.5% increase to their base salary as a result of the implementation of this salary structure. Such increases, including the 3% increase described in section 3, will be effective as of January 1, 2023, and current unit employees (as of February 10, 2023), in the first feasible payroll date following ratification, will receive this retroactive amount in a lump sum, less taxes.

- Payment of salaries shall be made twice per month, on the 15th and final day of each month. In the event that a pay date falls on a weekend, salaries shall be paid on the preceding Friday.
- Upon ratification, unit members on staff as of the effective day of the Agreement will receive a 3% increase to their annualized base salary. All current unit employees (as of February 10, 2023) will receive a one-time ratification bonus in the amount of \$2,000, less taxes, payable in the first feasible payroll date following ratification.
- TAIF will provide an annualized salary increase of 4% during the Term of this Agreement effective on January 1, 2024, January 1, 2025, and January 1, 2026.

<sup>1</sup> The listed salary ranges include each person's total base compensation. To the extent that a given person receives compensation pursuant to a contract with True Blue Media, the dollars listed here are the total dollars that a person will receive across the two organizations.

5. Nothing in this section precludes employees from negotiating or TAIF from offering merit-based raises above the salary minimum, including raises for the calendar year, or employee bonuses.
6. Unit members who are promoted shall receive no less than the salary minimum in the band to which they are promoted. In no event will an employee's salary be decreased as a result of a promotion.
7. Employees who have an increase in work responsibilities that would require more time for them to complete their duties should refer to Article 26 (Workload).

## Article 28. Insurance

1. TAIF will continue to provide benefits to employees in the bargaining unit as provided to employees outside the unit. TAIF will pay at least the same percentage for premiums for all benefits, including dental, mental, and vision plans. If TAIF changes plans, it will provide a substantially similar benefit design. TAIF will contact the Guild within 60 days to negotiate should it not be able to provide a similar benefit design.
2. TAIF's health insurance plan will maintain coverage for sexual and reproductive healthcare and gender-affirming care where insurance coverage for such care is allowable by law.

No later than six (6) months following the ratification of this agreement, a healthcare working group consisting of two (2) Guild and two (2) management representatives, will meet to discuss how best TAIF can support employees and their families in accessing reproductive, gender affirming, and abortion care in addition to the provisions set forth in this article. The working group shall discuss potential solutions, including the possibility of TAIF funding an HRA account. The working group will complete its evaluation within two (2) months, unless a majority of the working group votes to extend this deadline, and their recommendations will go into effect with reasonable promptness.

3. The Organization will not discriminate, retaliate, or otherwise discipline an Employee for receiving reproductive or gender affirming care. Regardless of State or Federal law, this forgoing provision will apply.

The Organization will not provide health information to law enforcement absent a subpoena, properly obtained warrant, or other legal requirement. If the Organization is served with a subpoena or other legal documents seeking access to the Employee's health information, the Organization will notify the Employee immediately, in writing.

The Organization is prohibited from surveilling, searching, inspecting or tracking employee-owned devices for purposes of monitoring employee health information.

## **Article 29. Management Rights**

1. Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects. This Agreement shall not be interpreted as diminishing the rights of the Employer to determine and prescribe the methods and means of the operation of the Employer, except as specifically bargained in this agreement. This Agreement shall not be construed to deprive the Employees of any benefits or protections granted by Federal or State law. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
2. The parties recognize that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer agrees that notice of any handbook or manual changes or new handbooks or manuals that directly relate to wages, hours, or working conditions, shall be provided to the Guild at least fourteen (14) days prior to the intended date of implementation. After receipt of such notice, the Guild may request to bargain over the proposed changes, and the Organization agrees to bargain in good faith before implementation. The meeting will be held as soon as reasonably practicable and within five (5) days.

## **Article 30. No Strike/No Lockout**

During the term of this Agreement, the Guild, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or slowdown. During the term of this Agreement, the Employer, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of employees covered by this Agreement.

## **Article 31. Severability**

No provision of this Agreement shall be construed to require either party to violate any applicable law. If any provision of this Agreement shall be adjudicated illegal or in violation of any law, such adjudication shall not invalidate any other portion of this Agreement nor relieve either party from their obligations and liabilities under this Agreement and the remainder of the Agreement shall continue in full force and effect. In the event any provision of this Agreement is ruled illegal or if either party believes it cannot lawfully comply with a provision of this Agreement, the parties agree to promptly meet for the purposes of bargaining over lawful substitute provisions that effectuate the intent of the parties' original terms to the fullest extent possible while in compliance with applicable law. If the parties are unable to reach an agreement on substitute provisions, either party may submit the matter to arbitration. Notwithstanding any other provision of this Agreement to the contrary, the arbitrator to whom a dispute under this Article is submitted shall have the authority to modify this Agreement to the extent necessary to effectuate the intent of the parties' original terms to the fullest extent possible while in compliance with applicable law.



## **Article 32. Duration**

1. This agreement will take effect as of February 17, 2023, and will remain in effect until 11:59 pm ET on February 17, 2026, and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.
2. Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on February 18, 2026. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

## **Appendix A. Bargaining Unit Positions**

Associate Editor  
Copy Chief  
Deputy Outreach Director  
Digital Associate  
Digital Content Writer  
Digital Manager  
Email Strategist  
Investigative Reporter  
LGBTQ Rights Beat Reporter  
Political Reporter  
Political Staff Writer  
Reproductive Rights Beat Reporter  
Senior Editor  
Senior Writer  
State Politics Reporter