

PREAMBLE

This Agreement is made this September 20th date of 2022, between Verso, Inc., a publishing house (Verso, Inc. or Employer), and the Washington-Baltimore News Guild (Guild or WBNG), chartered by The News Guild–Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

The Guild recognizes the special character of the Employer as a publishing house that has no individual shareholders and pays no individual dividends, the Trust controlling it allocating profits as funds for reinvestment in its publishing enterprises, whose primary duty is the maintenance of good intellectual standards on the left.

The contract sets out terms for all bargaining unit employees.

TABLE OF CONTENTS

	Page
ARTICLE 1. – RECOGNITION, COVERAGE, AND MANAGEMENT RIGHTS.....	1
ARTICLE 2. – UNION SECURITY & DUES DEDUCTION	1
ARTICLE 3. – INFORMATION FURNISHED TO THE GUILD.....	2
ARTICLE 4. – UNION ASSOCIATION RIGHTS & RELEASE TIME FOR UNION RESPONSIBILITIES	3
ARTICLE 5. – GRIEVANCE & ARBITRATION PROCEDURES	3
ARTICLE 6. – STAFF-MANAGEMENT RELATIONS	5
ARTICLE 7. – RESERVED FOR FUTURE USE	7
ARTICLE 8. – HOURS & PLACE OF WORK.....	7
ARTICLE 9. – JOB SECURITY, DISCIPLINE & DISCHARGE	8
ARTICLE 10. – HOLIDAYS	9
ARTICLE 11. – TIME OFF.....	10
ARTICLE 12. – MEDICAL COVERAGE.....	12
ARTICLE 13. – 401K.....	12
ARTICLE 14. – WAGES and Bonuses	12
ARTICLE 15. – FREELANCE & CONTRACT LABOR	19
ARTICLE 16. – PROFESSIONAL DEVELOPMENT.....	19
ARTICLE 17. – LAYOFFS & SEVERANCE	20
ARTICLE 18. – WORK-RELATED EXPENSES & REIMBURSEMENTS.....	21
ARTICLE 19. – EMPLOYEES’ PRIVILEGE	21
ARTICLE 20. – HIRING.....	22
ARTICLE 21. – EEO POLICY	23
ARTICLE 22. – Investigations	26
ARTICLE 23. – Resolutions and Corrective Actions.....	29
ARTICLE 24. – Union Involvement	31
ARTICLE 25. – DURATION.....	32

ARTICLE 1. – RECOGNITION, COVERAGE, AND MANAGEMENT RIGHTS

Section 1. Recognition

Verso, Inc. hereby recognizes the Guild as the exclusive representative of all full-time and regular part-time employees of the Employer in the marketing and publicity department, operations/IT department, production editorial department, accounts department, editorial department, excluding managers, confidential employees, guards, and supervisors as defined in the National Labor Relations Act (“Bargaining Unit”).

Section 2. Bargaining Unit

This Agreement covers all employees of Verso, Inc. (Employer) performing the kind of work performed within the bargaining unit.

Employees covered by this Agreement may have lead person responsibilities, as defined by the National Labor Relations Board.

Section 3. Employees - Definition

Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit.

ARTICLE 2. – UNION SECURITY & DUES DEDUCTION

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees of Verso, Inc. in the bargaining unit referred to in Article 1 who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, which means that they shall pay dues/agency fees as required by the Guild. All new employees shall, within thirty (30) days after their employment begins, become and remain members in good standing in the Guild or pay agency fees as established by the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with provisions of applicable law.

Section 2. Dues

Verso, Inc. shall, in compliance with all applicable law and on the basis of individually signed voluntary check-off authorization cards provided to Verso, Inc. by the Guild, deduct dues or fees equivalent to dues or fees levied by the Guild for the current month, provided that the Guild timely provides required information to Verso, Inc. to make such deductions. These amounts shall be deducted from employees' wages every pay period and sent to the Guild every last day of the month. Deductions will begin with the second pay period following Verso's receipt of the check-off authorization.

ARTICLE 3. – INFORMATION FURNISHED TO THE GUILD

Section 1. Annual Information

Verso, Inc. will furnish the Guild annually on January 1 the following information in connection with employees in the Bargaining Unit:

- (a) name
- (b) start date
- (c) classification (exempt / non-exempt)
- (d) job title
- (e) job description
- (f) full time or part time
- (g) rate of pay, whether hourly or salary
- (h) date of birth
- (i) ethnic group when voluntarily disclosed by employee
- (j) gender when voluntarily disclosed by employee
- (k) home address

Section 2. Notification of Changes

Verso, Inc. shall notify the Guild in writing or electronically within fourteen (14) days of any of the following events:

- (a) New Bargaining Unit employees—including all the information required in Section 1.
- (b) Changes in job title for Bargaining Unit employees, salary changes by reason thereof, and effective date, and changes of supervisor/manager for unit employees.
- (c) Resignations, terminations, discipline, deaths, promotion and/or transfers out of the Bargaining Unit of Bargaining Unit employees, and respective dates.
- (d) Changes in written, formal job descriptions.

Section 3. Notification of Changes

The Guild will notify Verso, Inc. in writing of any changes in its roster of Officers, Representatives, and Stewards, including any alternates, as soon as practicable after such changes are made.

ARTICLE 4. – UNION ASSOCIATION RIGHTS & RELEASE TIME FOR UNION RESPONSIBILITIES

Section 1. Union Meetings

With advance notice Verso, Inc. shall provide space on its premises and use of its communications technology (i.e., tele- or video-conference) for meetings of employees at mutually agreeable times. Employees shall be excused without loss of pay to attend Guild-called meetings once a month, not to exceed 2 hours' working time which shall be scheduled after the Company meetings. During the 60-day period prior to expiration of this Agreement, Employees may additionally without loss of pay to prepare for contract negotiations, not to exceed 3 hours' working time which shall be scheduled after the regular Company meetings.

Section 2. Conduct of Union Business by Bargaining Unit Employee-Representatives

Up to two Employees serving as Guild representatives shall be granted reasonable time off from their work without loss of pay, to conduct necessary Union business administering the contract limited to the collection of dues/fees and assessments, investigation of grievances, grievance handling and arbitration participation, and preparing for collective bargaining negotiations for a successor contract. One Guild representative shall communicate with Verso, Inc. on behalf of the Union business at any one time and on any particular matter.

ARTICLE 5. – GRIEVANCE & ARBITRATION PROCEDURES

Section 1. Grievant Definition

The term "grievant" shall be considered to include: any individual employee, a group of employees, the Guild, or the Employer.

Section 2. Grievance Definition and Initiation

Definition: A grievance means a dispute or controversy arising out of or involving the interpretation, application, or alleged violation of this Agreement ("Grievance"). For purposes of clarity, nothing in this Article shall prevent or time-limit an employee's right to raise a concern with the Employer under the Employer's Equal Employment Opportunity policy set forth in Article 21. If such a concern is initiated as a Grievance, it must comply with this Article.

Informal Resolution: The parties acknowledge that disputes may be resolved through discussion between an employee and the employee's immediate supervisor. The parties may take steps in good faith to resolve grievances before engaging with the formal grievance procedure. Any such resolution shall not be considered binding precedent for resolving any other complaints,

grievances, appeals or actions that may be filed with regard to other employees, unless agreed to by the parties.

Time Limit: Any Grievance concerning the discharge of an employee must be submitted to the Employer within fifteen (15) working days of the discharge. Any other Grievance must be submitted to the other party (Employer or Guild, as appropriate) within thirty (30) working days from the date the claimed violation first occurred, or the date on which it should reasonably have been known that a dispute existed, except in cases of harassment in which case there should be no time limit.

Formal Resolution Meeting: The Employer and Guild shall meet within five working days after submission of a Grievance to attempt to resolve the Grievance, provided, however, that the five working days period may be extended by mutual agreement.

Section 3. Grievance Response

The party against whom a grievance is filed shall respond in writing to the Grievance within thirty days of the Formal Resolution Meeting. Efforts to adjust grievances shall be made wherever possible during the normal workday and workweek.

Section 4. Arbitration

Any Grievance, and any question regarding whether a grievance is arbitrable, not satisfactorily settled within thirty days of the Grievance Response as described in section 3 of this Article may be submitted to the American Arbitration Association for a final and binding arbitration. Either the Guild or the Employer may submit its unresolved grievance. (For purposes of clarity only, no employee or group of employees may submit a Grievance to arbitration.) The costs of such arbitration shall be borne equally by the parties, (excluding each party's respective legal fees and other costs of preparing and presenting their positions at arbitration), except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Section 5. Extension of Time Limits

The time limits set forth in this Article may be extended only by written, mutual agreement of the parties.

Section 6. Authority of the Arbitrator

The decision of the arbitrator will be final and binding. The arbitrator shall have no authority to alter, change, subtract from, or add to this Agreement.

Section 7. Probationary Employees

All new regular employees shall serve a six (6) month probationary period, which may be extended by mutual agreement of the parties. During the probation period, the Employer shall have unlimited right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the grievance and arbitration procedure set forth in Sections 1 through 6 above.

Section 8. Preference for Arbitration

The parties have agreed to resolve disputes in arbitration, as set forth in this Article 5. This is the preferred method of dispute resolution (following direct discussion/negotiation). In recognition of Verso Inc.'s commitment to progressive principles of labor relations, when a dispute between the Guild and Verso, Inc. arises out of or relating to this Agreement, the Guild may *either*: (i) engage in a strike (or similar withholding or slowdown of labor) in support of its position, or (ii) commence arbitration under this Article 5. It may not do both, either simultaneously or sequentially. Engaging in conduct referenced in (i) precludes the dispute resolution procedure referenced in (ii), and vice-versa.

ARTICLE 6. – STAFF-MANAGEMENT RELATIONS

The purpose of the Staff-Management Forum is to improve Verso's policies and plans through meaningful consultation, and to discuss and try to resolve any workplace issues and concerns. It is intended to provide an opportunity for Verso to take staff views on board in a meaningful way, and to enable staff to ask questions before Verso implements a new policy or amends an existing policy.

Staff-Management Relations

Section 1. Composition of Staff-Management Forum

The Guild and the Employer recognize and jointly agree that it is in the best interests of the parties to provide for positive and cooperative dialogue in the workplace in a way that enhances the appropriate identification, discussion and resolution of workplace issues and concerns, and Employer policies and plans. Accordingly, there shall be a Staff-Management Forum of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Guild, which shall be convened for the purpose of reviewing, discussing, and making recommendations to resolve such issues of mutual concern to the parties. The Forum is advisory in nature. It will not engage in collective bargaining, nor will discussion of an issue at the Forum waive any right to bargain over that subject (if a right to bargain otherwise exists). The parties shall advise each other in writing of appointments to the Forum, and on written notice to the other, the Guild and/or Employer may change its representatives on the Forum from time to time. In addition, either the Employer or Guild may bring in additional individuals (who are employed by the Employer) to participate in Forum meetings if necessary to address an agenda item.

Section 2. Agenda for Meetings

Prior to any meeting, the Guild and/ or the Employer will provide, in writing, any items for the agenda. No meeting will be held if no agenda items are proposed by either side.

Section 3. Meeting Schedules

Meetings may be held on a quarterly basis for no more than two (2) hours unless mutually agreed to otherwise. Employee representatives on the Forum shall be compensated at straight-time pay for attendance at Forum meetings (if they are non-exempt and if the employee is otherwise

scheduled to work). Time spent at Forum meetings shall not be counted for the purpose of computing overtime.

Section 4. Forum Working Groups

The Forum may create ad hoc working groups that comprise an equal number of members from the Guild and the Employer to address particular issues within the organization as determined by mutual agreement of members of the Forum. Working groups shall provide their recommendations and findings to the full Forum for review and final recommendation.

Section 5. Senior Management Team or Board Presentation

In the event that an issue likely to have a significant effect on the bargaining unit is discussed at the Forum and results in either (i) a Forum-approved recommendation to the Senior Management Team, or (ii) a deadlock among Forum members on whether to issue a recommendation with all three (3) Guild representatives voting in favor, then one Guild representative appointed under Article 4 above may make a presentation to the Senior Management Team before they make a final decision on the issue. If the Senior Management Team refers the recommendation to the Board for decision and the Board accepts the referral, then the Senior Management Team will request that the Board seat one Guild representative appointed under Article 4 above to make a presentation to the Board before it makes any decision.

Employer Rights and Policies

Except as limited by a specific term of this Agreement, Verso, Inc. 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 Verso, Inc.'s business, publications, finances, and facilities; to direct, plan and control all Employer operations; to direct its employees; to determine the number of employees needed to perform such work; to determine the qualifications and responsibilities of employees; to evaluate employee performance; to establish and/ or change existing operational methods, technologies, materials, equipment, and facilities; to select and hire employees; to promote employees; to demote, suspend, discipline and discharge employees for just and sufficient cause; to subcontract work as provided in this Agreement; to lay off employees; to restructure and reorganize its operations; to change, relocate or close facilities; and to exercise sole discretion on all decisions involving the scope of the business and all content or editorial matters. This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the non-exercise of any management rights constitute a waiver of Employer's rights.

Employees are subject to the policies that apply generally to all of Employer's non-bargaining unit employees (including the Staff Guide). The Employer has the right to establish new policies, work rules, and standards of conduct, and modify or rescind existing policies, work rules, and standards of conduct, all of which shall be in writing. The Employer will provide the Guild with between thirty (30) and ninety (90) days' written notice of any new policy, or any change to an existing policy, that will materially affect employees. The notice period will be adjusted to ensure that both the Employer and the Guild will have an opportunity to add the policy to the agenda of the upcoming Staff-Management Forum. The Employer will, upon request, bargain in good faith with

the Guild during the notice period; if the Employer and the Guild are unable to reach an agreement on the new policy or changed policy by the end of notice period, the Employer has the right to implement its final proposal without further bargaining or arbitration with the Guild provided that the Employer bargained in good faith. The rights set forth herein shall remain in effect both during the term of this Agreement and after its expiration.

ARTICLE 7. – RESERVED FOR FUTURE USE

ARTICLE 8. – HOURS & PLACE OF WORK

Section 1. Work Hours

The regular work week is 10:00 a.m. to 6:00 p.m., with an hour for lunch. “Core Business Hours” (as used in this Agreement) is 10:00 a.m. to 2:00 p.m. Between Memorial Day and Labor Day, the office shall close on Fridays at 3:00 p.m.

Section 2. Flexible Schedules

Verso will endeavor to accommodate an employee’s request for a flexible schedule, where such proposed schedule doesn’t interfere with the scheduling of meetings and other collective work, the requesting employee’s own work, and Verso, Inc.’s need for the employee to be available during Core Business Hours. Flexible schedule requests shall not be unreasonably denied.

Section 3. Remote Work

For the purposes of devising a hybrid working plan that best facilitates our individual and collective work, department heads will consult closely with each department to devise in-office schedules appropriate for each department, and then agree on such schedules with the US Office Director. We will have an all-staff in-office meeting or series of meetings once a month, or more often when the need arises.

An individual who wishes to work from home on a day that they are required in the office on a one-off basis should provide notice to their supervisor or lead person at least one day in advance. Moreover, an employee who wishes to establish regular work from home days in addition to the remote days scheduled by their department must seek approval of their department head and the US Office Director. Employees can work in the office over and above the mandatory minimums outlined by their department. Remote work requests shall not be unreasonably denied.

Verso will continue to prioritize the flexibility needed by employees who need to provide care for dependents or have other needs or constraints, and all staff are encouraged to make these concerns known to the US Office Director.

Section 4. Work Outside of the Office or Outside of Regular Hours

Non-exempt staff may be required or authorized by a Senior Manager to prepare for and work at events outside of the offices or after office hours (for example, book launches, conferences, awards dinners, and receptions).

Such staff required to work outside of the regular work hours described above shall be entitled overtime pay at the rate of 1.5 times their regular pay.

Section 5. Urgent Appointments

An employee does not need to take PTO or sick leave for urgent medical or dependent-care appointments that take less than two (2) hours. However, if an employee is going to be out of the office for such an urgent appointment for more than (2) hours, the employee must receive prior approval from his/her/their supervisor or lead person, or the employee will be charged for PTO. Unless extraordinary circumstances exist, such urgent appointments shall be limited to once per month.

ARTICLE 9. – JOB SECURITY, DISCIPLINE & DISCHARGE

Section 1. Just and Sufficient Cause

There shall be no discipline (or discharge), as defined in Section 2 below, of employees without just and sufficient cause.

Section 2. Performance Management

Employees who have engaged in misconduct or have not achieved or do not sustain acceptable job performance standards may be subject to progressive discipline up to and including termination of employment. Disciplinary action will be used to counsel and correct problems and will generally be applied progressively. Verso, Inc. may determine which level of progressive discipline to administer based on the nature of the offenses or job performance deficiencies and previous related occurrences.

The steps for progressive discipline shall generally be as follows:

- Step 1: Informal Verbal Warning(s) that are codified in email
- Step 2: Written Warning(s). In the case of job performance deficiencies (as opposed to misconduct), Verso shall provide an initial formal written notice to the employee and their designated union representation of the specifics of the employee’s failure to perform and expectations for improvement.
- Step 3: Final Written Warning(s). In the case of job performance deficiencies (as opposed to misconduct), if the employee does not improve after Step 2, their immediate supervisor will conduct a conference with the employee. The purpose of this conference is to advise the employee of perceived continued performance deficiencies, to obtain the employee’s response and to devise a written plan for improvement (i.e., Final Performance Improvement Plan).
- Step 4: Termination, or in the case of job performance deficiencies, Resignation in Lieu of Termination

Letters of clarification of existing, written policies and/or performance improvement plans may be considered warnings under progressive discipline if they are announced as such at the time of their delivery to the staff member in question.

Section 3. Notification

The Guild shall be promptly notified in writing of any Step (as set forth in Section 2) of discipline.

Section 4. Response Letters

Notices of discipline may be accompanied by a response by an employee and shall be kept in the employee's personnel file.

ARTICLE 10. – HOLIDAYS

Verso shall provide the following as paid holiday:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- May Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day and the Friday After
- December 24 to December 31

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE 11. – TIME OFF

Vacation. Full-time employees shall have available twenty-five days paid vacation, and part-time staff shall have available an equivalent pro-rated amount (based on their weekly work schedule). Vacation may be used at the employee's discretion with approval from their supervisor or lead person. There is no accrual and no roll-over.

Sick Leave. Employees shall have available up to 30 days of paid sick leave for one's own care or to care for a family member. In the event of absence on account of sickness or injury, a staff member must inform his or her supervisor by email as soon as possible and no later than midday on the first day of absence. After one week of absence, documentation from a licensed health care provider must be provided. There is no accrual and no roll-over. Sick leave shall be taken concurrently with all federal and/or state statutory leave (whenever in compliance with applicable law).

Healthcare Appointments. An employee does not need to take PTO or sick leave for medical or dental appointments that take less than two (2) hours. However, if an employee is going to be out of the office for a medical or dental appointment for more than (2) hours, the employee must receive prior approval from his/her/their supervisor or lead person, or the employee will be charged for PTO.

Sabbaticals. After working the equivalent of five (5) years of full-time employment, employees will be entitled to a six-month sabbatical leave where the first month is paid at full salary, the second month is paid at half salary, and the remaining months are unpaid. Sabbaticals must be arranged at least six months in advance, and the timing must be agreed with employee's supervisor (such agreement not to be unreasonably withheld). Calculations of time for purposes of this policy will be governed by the following principles:

- The five years of employment do not have to be continuous (i.e., employment could be part-time, and there could be breaks in employment, in which case it would take longer to accrue the entitlement).
- The sabbatical period will not count towards the following five years of full-time employment.
- Once earned, a sabbatical entitlement can be retained for the next five years of full-time employment, but no longer; an employee cannot accumulate multiple entitlements.
- An employee must have at least two years between sabbaticals.
- Vacation time shall be prorated in each calendar year that an Employee takes a sabbatical (in whole or in part).
- In exceptional circumstances, employees may be granted sabbaticals earlier at the Employer's discretion (this may be invoked, for instance, to allow employees to pursue exceptional opportunities for personal or professional development).

Parental Leave. Regular full- and part-time employees are eligible for parental leave. Eligible employees can receive a maximum of twenty-six (26) weeks total with up to 16 weeks at full pay and up to ten (10) additional weeks at half pay. This leave can be taken in multiple blocks or in

one block of leave. An additional three months can be taken on an unpaid basis. Leave may be taken as early as one month prior to a birth or adoption and must conclude within six months after birth or adoption.

Employees who qualify for leave under this policy are required to give Verso Books at least one (1) months' notice of an intention to take leave, unless failure to give notice was a result of an emergency or other unforeseen circumstance.

If an employee returns at the completion of the leave, he/she/they will be reinstated to his or her previous position or to a substantially similar position, provided that the employee's job still exists and the employee would have continued to be employed in that job had he/she/they not taken leave.

Verso recommends but does not require that employees use any accrued unused vacation and/or sick leave before commencing the unpaid portion of the leave. Employees wishing to use their vacation and/or sick leave in conjunction with parental leave under this policy should notify the US Office Director or the Director of Operations.

An employee who is out on leave will be maintained on Verso, Inc.'s group medical insurance plan at the same level, with the same coverage and under the same conditions as if the employee had not taken leave.

Compassionate Leave. Employees are eligible to take advantage of up to 5 days of paid bereavement leave for the loss of a loved one (as defined by the employee), including for miscarriage. We recognize that in many cultures and situations, 5 days may be insufficient. As such the employee, in conjunction with their supervisor, can petition the US Office Director or Director of Operations to approve additional paid bereavement leave as needed to support staff in the grieving and healing process. With any questions about work planning and the duration of additional leave, the US Office Director or the Director of Operations and the supervisor can seek guidance from more senior leadership. Compassionate leave is not accrued, does not carry over from year to year, and is not paid out upon separation.

Jury Duty. Employees who are selected for jury duty must submit the jury duty subpoena to the Director of Operations. If employees serving as jurors are excused from court prior to the close of the business day, they are expected to report to work for the remainder of the business day. Verso shall not withhold wages of employees performing jury duty.

Voting. Verso supports employees who vote in federal, state, and local elections and will work with employees to ensure they have adequate time to vote in such elections. Employees must communicate timing needs with their manager.

Temporary Employees. The Employer may hire temporary employees for the purpose(s) of (i) filling a temporarily vacant bargaining unit position during the recruiting process; (ii) accommodating a temporary surge in workload that would unduly burden existing staff; and/or (iii) substituting for an employee during a period of paid or unpaid leave. Temporary Employees are not part of the bargaining unit.

ARTICLE 12. – MEDICAL COVERAGE

For employees working twenty hours a week or more, Verso, Inc. will offer employees medical, dental, and vision insurance plans. Verso, Inc. will contribute 100% of the premium cost for coverage under the lowest-cost medical, dental, and vision insurance plans it offers. (This obligation to pay 100% of premiums shall include premiums due on behalf of spouses/partners and dependents pursuant to the plan's coverage options.) Verso will secure a medical insurance plan option which provides for a no in-network deductible. When more than one plan option is offered for any particular insurance coverage (medical, dental, and/or vision), the Employee shall be responsible for that portion of the premium cost that represents the difference between the premium cost of the lowest cost plan and the premium cost of the plan chosen by the employee.

Each year, Verso, Inc. re-evaluates its health, dental, and vision insurance benefits. During such annual re-evaluation, Verso, Inc. will consult with the Guild and solicit employee input prior to any proposed changes in such benefits.

Verso shall maintain enrollment in its current HRA Plan (for so long as it is offered to Verso), and if it loses enrollment then it shall attempt to secure enrollment in a comparable HRA Plan. In connection with any such plan, Verso, Inc. will contribute \$2000 per employee per calendar or plan year for out-of-pocket health care expenses. If employees are not covered by an HRA, Verso, Inc. will increase each employee's salary one-time (upon the expiration of the HRA Plan) by \$2000.

ARTICLE 13. – 401K

Verso shall offer a 401K plan which shall match a staff member's contributions up to 5% and shall make an additional employer contribution of 2%, with immediate vesting, and permit employees to contribute up to federal limits.

ARTICLE 14. – WAGES AND BONUSES

Wages. Verso, Inc. and the Guild have agreed upon the salary schedules set forth immediately below, the first schedule effective as of July 1, 2022, and each of the next three applicable on January 1 of 2023, 2024, and 2025, respectively (each of which provides for salary increases applicable to each step). Verso, Inc. and the Guild also have agreed on the placement of each Employee (employed as of the date of ratification of this Agreement) on a particular salary step within each numbered band on the schedule as of July 1, 2022, which is set forth in Side Letter A to this Agreement. On each of January 1, 2023, 2024, and 2025, each Employee will automatically advance a step on the applicable schedule provided, however, that no Employee shall advance from one band to the next unless they are promoted (as governed in Article 16).

Ratification Payment. Provided that this Agreement is ratified by the Guild on or before September 15, 2022, Verso, Inc. will pay a \$1,250.00 ratification payment (less withholding and deductions) to each Employee by no later than September 30, 2022.

COLA Adjustment. For calendar years 2023 and 2024 only, Verso, Inc. shall make a calendar year-end COLA Adjustment payment in the amount of \$1,500.00 (less withholding and deductions) to each Employee who (i) is employed on the date such payment is to be paid (which shall be in the last two weeks of December), and (ii) was employed for at least six (6) months during the applicable calendar year.

Profit-Based Bonus. For calendar years 2022, 2023, and 2024 only, ten percent (10%) of New Left Books Ltd.'s ("NLB") fiscal year net profit (as calculated by NLB in its discretion and recorded in its audited accounts in the UK) shall be allocated to a bonus pool to be divided and paid in equal amounts to each bonus-eligible employee employed worldwide. To be eligible to receive such "Profit-Based Bonus," an employee must have been employed for at least six (6) months during the applicable year (including the final day of such year) and on the date the Profit Based Bonus is to be paid, which shall be no later than the conclusion of the first quarter of the following fiscal year. (Eligible employees who worked fewer than 12 months (but more than the minimum 6) shall be eligible for a pro-rated Profit-Based Bonus, and part-time employees will be eligible for a pro-rated Profit-Based Bonus.) Notwithstanding anything to the contrary herein, any Ratification Bonus and COLA Adjustment payment shall be deducted from the Profit-Based Bonus otherwise due to an Employee. NLB's calculation of net profit is not subject to the grievance and arbitration provisions of this Agreement.

Schedule:

<u>Signing Bonus</u>	\$1,250				
<u>COLA Adjustment</u>		\$1,500	\$1,500	\$1,500	\$1,500
		2022	2023	2024	2025
<u>Banding System</u>	Steps	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	Y4
Band 1	2	46,500	47,500	48,500	49,500
Band 2	3	51,500	52,500	53,500	54,500
Band 3	4	61,500	62,500	63,500	64,500
Band 4	6	71,500	72,000	72,500	73,000
Band 5	25	79,500	80,000	80,500	81,000

<u>Step</u>	<u>Year</u>	<u>Step + Year</u>	<i>If promoted from top step Y2/Y3</i>	<i>If promoted from bottom step</i>	<i>Promotion total from top step</i>	<i>Promotion total bottom step</i>
2,000	1,000	3,000	+1,000	+3,000	4,000	6,000
2,000	1,000	3,000	+4,000	+8,000	7,000	11,000
1,750	1,000	2,750	+2,500	+7,750	5,250	10,500
1,000	500	1,500	+2,000	+7,000	3,500	8,500
1,000	500	1,500				

<u>Bands and Steps</u>	<u>Step</u>	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>
Band 1a	1	46,500	47,500	48,500	49,500
Band 1b	2	48,500	49,500	50,500	51,500
Band 2a	1	51,500	52,500	53,500	54,500
Band 2b	2	53,500	54,500	55,500	56,500
Band 2c	3	55,500	56,500	57,500	58,500
Band 3a	1	61,500	62,500	63,500	64,500
Band 3b	2	63,250	64,250	65,250	66,250
Band 3c	3	65,000	66,000	67,000	68,000
Band 3d	4	66,750	67,750	68,750	69,750
Band 4a	1	71,500	72,000	72,500	73,000
Band 4b	2	72,500	73,000	73,500	74,000

Band 4c	3	73,500	74,000	74,500	75,000
Band 4d	4	74,500	75,000	75,500	76,000
Band 4e	5	75,500	76,000	76,500	77,000
Band 4f	6	76,500	77,000	77,500	78,000
Band 5a	1	79,500	80,000	80,500	81,000
Band 5b	2	80,500	81,000	81,500	82,000
Band 5c	3	81,500	82,000	82,500	83,000
Band 5d	4	82,500	83,000	83,500	84,000
Band 5e	5	83,500	84,000	84,500	85,000
Band 5f	6	84,500	85,000	85,500	86,000
Band 5g	7	85,500	86,000	86,500	87,000
Band 5h	8	86,500	87,000	87,500	88,000
Band 5i	9	87,500	88,000	88,500	89,000
Band 5j	10	88,500	89,000	89,500	90,000
Band 5k	11	89,500	90,000	90,500	91,000
Band 5l	12	90,500	91,000	91,500	92,000
Band 5m	13	91,500	92,000	92,500	93,000
Band 5n	14	92,500	93,000	93,500	94,000
Band 5o	15	93,500	94,000	94,500	95,000
Band 5p	16	94,500	95,000	95,500	96,000
Band 5q	17	95,500	96,000	96,500	97,000
Band 5r	18	96,500	97,000	97,500	98,000
Band 5s	19	97,500	98,000	98,500	99,000
Band 5t	20	98,500	99,000	99,500	100,000
Band 5u	21	99,500	100,000	100,500	101,000
Band 5v	22	100,500	101,000	101,500	102,000
Band 5w	23	101,500	102,000	102,500	103,000
Band 5x	24	102,500	103,000	103,500	104,000
Band 5y	25	103,500	104,000	104,500	105,000

							Signing bonus +	
	Title	Full/part- time	2021 FTE	2021 Pro Rata	2022 Step	2022 FTE	2022 Pro Rata	Y1 Raise
AK	Fellow	1.000	40,000	40,000	Band 1a	46,500	47,750	19.4%
EN	Fellow	1.000	40,000	40,000	Band 1a	46,500	47,750	19.4%
DC	Accounts Assistant	1.000	47,000	47,000	Band 1b	48,500	49,750	5.9%
MB	Publicist	1.000	53,000	53,000	Band 2c	55,500	56,750	7.1%
TT	Publicist	1.000	53,000	53,000	Band 2c	55,500	56,750	7.1%
ADS	Consulting Editor	1.000	50,200	50,200	Band 2c	55,500	56,750	13.0%
BM	Assistant Editor	1.000	50,975	50,975	Band 2c	55,500	56,750	11.3%
JT	Associate Production Editor	0.500	55,000	27,500	Band 3b	63,250	32,875	19.5%
DO	Production Editor	1.000	62,000	62,000	Band 4a	71,500	72,750	17.3%
JK	Editor	1.000	69,200	69,200	Band 4c	73,500	74,750	8.0%
PN	Publishing Operations Manager	0.800	71,600	57,280	Band 4e	75,500	61,650	7.6%
AR	Marketing Director	1.000	76,200	76,200	Band 5b	80,500	81,750	7.3%
MM	Managing Editor	1.000	93,200	93,200	Band 5r	96,500	97,750	4.9%
AH	Editor-at-Large	0.400	101,250	40,500	Band 5y	103,500	42,650	5.3%
		12.700	862,625	760,055		927,750	836,425	10.0%
		2021 entry- level	40,000		Y1 entry- level	46,500		16.3%
		2021 median	54,000		Y1 median	59,375		10.0%
					\$ below median		38,075	9.9%
					\$ above median		38,295	8.3%

			COLA adjustment+				COLA adjustment+	
	2023 Step	2023 FTE	2023 Pro Rata	Y2 Raise	2024 Step	2024 FTE	2024 Pro Rata	Y3 Raise
	Band 1a	47,500	49,000	2.6%	Band 1a	48,500	50,000	2.0%
	Band 1a	47,500	49,000	2.6%	Band 1a	48,500	50,000	2.0%
DC	Band 1b	49,500	51,000	2.5%	Band 1b	50,500	52,000	2.0%
MB	Band 2c	56,500	58,000	2.2%	Band 2c	57,500	59,000	1.7%
TT	Band 2c	56,500	58,000	2.2%	Band 2c	57,500	59,000	1.7%
ADS	Band 2c	56,500	58,000	2.2%	Band 2c	57,500	59,000	1.7%
BM	Band 2c	56,500	58,000	2.2%	Band 2c	57,500	59,000	1.7%
JT	Band 3c	66,000	34,500	4.9%	Band 3d	68,750	35,875	4.0%
DO	Band 4b	73,000	74,500	2.4%	Band 4c	74,500	76,000	2.0%
JK	Band 4d	75,000	76,500	2.3%	Band 4e	76,500	78,000	2.0%
PN	Band 4f	77,000	63,100	2.4%	Band 4f	77,500	63,500	0.6%
AR	Band 5c	82,000	83,500	2.1%	Band 5d	83,500	85,000	1.8%
MM	Band 5s	98,000	99,500	1.8%	Band 5t	99,500	101,000	1.5%
AH	Band 5y	104,000	43,100	1.1%	Band 5y	104,500	43,300	0.5%
		945,500	855,700	2.3%		962,250	870,675	1.8%
	Y2 entry-level	47,500		2.2%	Y3 entry-level	48,500		2.1%
	Y2 median	61,250		3.2%	Y3 median	63,125		3.1%
	\$ below median		8,750	2.5%	\$ below median		7,000	2.0%
	\$ above median		10,525	2.1%	\$ above median		7,975	1.5%

			COLA adjustment+				
	2025 Step	2025 FTE	2025 Pro Rata	Y4 Raise	Cumulative Raise	4-year FTE total	4-year Pro Rata
	Band 1a	49,500	51,000	2.0%	27.5%	192,000	197,750
	Band 1a	49,500	51,000	2.0%	27.5%	192,000	197,750
DC	Band 1b	51,500	53,000	1.9%	12.8%	200,000	205,750
MB	Band 2c	58,500	60,000	1.7%	13.2%	228,000	233,750
TT	Band 2c	58,500	60,000	1.7%	13.2%	228,000	233,750
ADS	Band 2c	58,500	60,000	1.7%	19.5%	228,000	233,750
BM	Band 2c	58,500	60,000	1.7%	17.7%	228,000	233,750
JT	Band 3d	69,750	36,375	1.4%	32.3%	267,750	139,625
DO	Band 4d	75,000	76,500	0.7%	23.4%	294,000	299,750
JK	Band 4f	77,000	78,500	0.6%	13.4%	302,000	307,750
PN	Band 4f	78,000	63,900	0.6%	11.6%	308,000	252,150
AR	Band 5e	84,000	85,500	0.6%	12.2%	330,000	335,750
MM	Band 5u	100,000	101,500	0.5%	8.9%	394,000	399,750
AH	Band 5y	105,000	43,500	0.5%	7.4%	417,000	172,550
		973,250	880,775	1.2%	14.6%	3,808,750	3,443,575
	Y4 entry- level	49,500		2.1%	21.3%		
	Y4 median	64,125		1.6%	16.9%		
	\$ below median		7,000	1.7%	15.0%		
	\$ above median		3,100	0.6%	12.2%		

ARTICLE 15. – FREELANCE & CONTRACT LABOR

Section 1. Engaging and Overseeing Non-Employee Labor

The Employer may (a) engage outside personnel on a non-staff basis to provide content, publishing, editorial, software development, art, design or other services to the Employer; (b) secure and use content, reports, data, video or other information from any other source; and (c) engage contractors to perform any work. If work to be performed by outside personnel or contractors under (a) or (c) above would be work that is covered by Article 1, Section 2 of this Agreement (“Bargaining Unit Work”), then the Employer will meaningfully consult with the Guild prior to entering into an engagement to determine whether the work could be efficiently and ably performed by an existing member of the Bargaining Unit or a new, permanent employee (who would be within the Bargaining Unit); provided, however, that this sentence shall not apply to work consisting of Copy Editing, Proofreading, Indexing, Typesetting, and Cover Design. Contractors, outside personnel, and providers under this provision shall not be considered or deemed employees for purposes of this Agreement and are not subject to its terms. No current employees will be laid off, nor will any temporarily vacant position be eliminated, as a direct result of the Employer’s assignment of work to contractors, outside personnel, and providers under this paragraph.

The Company may assign or reassign work duties that are or have been previously assigned to employees to Employer staff not covered by this Agreement, including but not limited to supervisors and managers. No bargaining unit employee will be laid off as a direct result of the Employer’s assignment of work duties under this paragraph.

Section 2. Option to Be Reclassified as Employees

If any freelancer/contractor which is an individual person (as opposed to a multi-person business entity) has worked on average twenty (20) or more hours per week within the previous six (6) month period performing Bargaining Unit Work, such outside personnel or individual person contractor shall be offered terms of employment with Verso, Inc. on terms not inconsistent with this Agreement. If any freelancer/contractor which is an individual person (as opposed to a multi-person business entity) has worked on average twenty (20) or more hours per week within the previous six (6) month period performing non-Bargaining Unit Work, the Employer shall meet with the Guild to discuss whether the Bargaining Unit should be expanded to include such work.

ARTICLE 16. – PROFESSIONAL DEVELOPMENT

Section 1. Performance Review

New employees will typically receive a performance evaluation after they are with Verso for 90 days. For all other employees, Verso Books will start the performance and career development review process by September and complete written performance reviews by the end of November. The review will be completed by an employee’s supervisor or lead person and will include a self-evaluation and an upwards feedback component. Reviews by a lead person (who is not a supervisor) must be signed off by the Managing Director, Director of Operations or US Office Director before the performance review discussion. Each review will be discussed between the

supervisor or lead person, the employee, and, upon reasonable advance notification, a union steward (who must be different than the lead person) if the employee chooses to have a steward's participation, before finalizing. If an employee disagrees with the review, an employee can include grounds for disagreement in the final written review.

Section 2. Career Training

Verso is committed to supporting the ongoing learning and growth of its employees. We consider knowledge building and skills enhancement to be a part of each employee's responsibilities and that training and teaching is a part of each supervisor's responsibilities. To this end, supervisors will make every effort to ensure that each employee acquires the knowledge necessary to advance in his/her/their career. Verso encourages but cannot guarantee continued training outside of the guidance that the supervisor can provide. Where possible, Verso will look for opportunities to provide learning opportunities that will enhance the professional development of all staff.

Verso encourages employees to seek out and initiate professional development opportunities such as courses, seminars, trainings, workshops, conferences, language courses, or time spent with a mentor that will assist or improve their work at Verso and help them make a long-term commitment to working at the organization. Subject to a supervisor's approval, Verso will cover the costs of employee-initiated professional development activities; where possible, lead-persons should initiate such requests during the annual budget process.

Section 3. Career Development

As part of the annual Performance and Career Development Review process for employees who are on the penultimate or top step of their salary band, there shall be a discussion – followed up in writing – addressing career development within Verso, including their eligibility for promotion. In this regard, employees will be provided specific goals, standards and/or benchmarks to be achieved that will best position them for promotional opportunity (as appropriate, based on job description, to be developed by supervisors in consultation with lead persons, and to be consulted on and discussed with the employee at the performance review). Verso will make every reasonable effort to promote an employee who meets all agreed goals, standards and/or benchmarks, and no promotion will be arbitrarily, capriciously, or otherwise unreasonably denied. In the event that Verso denies a promotion, senior managers will follow up in writing with the business reasons for that denial.

ARTICLE 17. – LAYOFFS & SEVERANCE

Section 1. Layoffs and Alternatives to Layoffs

Verso, Inc. reserves the management right, subject to the terms of this provision, to lay off employees, defined as a workforce reduction or position elimination (of non-probationary Employee(s)) anticipated to last more than sixty (60) days. When there is a layoff for economic reasons (in contrast to a strategic position elimination), no layoffs shall occur while any intern is employed.

Prior to instituting a layoff, Verso, Inc. will consider placing employees subject to layoff in existing, but then-vacant or new alternate job positions in the bargaining unit for which they are

qualified. In addition, at the Guild's request, Verso, Inc. will meet with the Guild to meaningfully consider Guild suggestions to avert a layoff, which may include furloughs, temporary salary cuts, and other modifications to existing terms and conditions; provided, however, that nothing herein precludes Verso, Inc. from instituting layoffs as set forth above.

Section 2. Notice & Severance

Laid-off workers will be given (i) one month's notice of layoff (or pay in lieu of notice), and after being laid off will receive (ii) (a) accrued but unused vacation plus (b) severance equal to one (1) month of base salary/wages for each year of employment, up to a maximum of six (6) months.

Verso shall provide the Guild with background information about the need for a layoff. Severance payments will be conditional on the Employee signing a separation agreement and release of any and all employment-related claims in a form provided for by Verso, Inc. Employees who sign a General Release will have up to 30 calendar days to revoke the General Release, in which case the severance amount shall not be paid.

Employees in the Unit shall have recall rights for up to one and a half (1.5) years from the date of layoff.

Section 3. COBRA

Verso, Inc. shall pay 100% of the premiums for healthcare continuation coverage pursuant to the federal law known as COBRA during a period of six (6) months from the date of layoff, provided that the employee timely elects COBRA continuation coverage.

ARTICLE 18. – WORK-RELATED EXPENSES & REIMBURSEMENTS

Employees shall be reimbursed for all legitimate expenses for business related work, in accordance with Verso, Inc.'s reimbursement procedure/policy.

ARTICLE 19. – EMPLOYEES' PRIVILEGE

Section 1. Involvement in Editorial Process

All staff members are welcome to participate in editorial discussions, including by attending the regularly scheduled editorial development meetings.

Section 2. Company Transparency

Verso will keep all staff informed about basic financial information regarding Verso, Inc. no less frequently than annually. Upon written request, we will share written job descriptions and salaries of bargaining unit employees with the Union.

Section 3. Compliance with the Law

Verso, Inc. is subject to all applicable laws and regulations of the United States, the State of New York and the City of New York. If any provision of this Guide contravenes any law or regulation,

such provision will be superseded by the appropriate provision of such law or regulation, but all other provisions of this Guide will continue in full force and effect.

Section 4. Bylines and Acknowledgements

Upon request and where practicable, an employee shall be given a byline on original work produced for Verso, Inc. Where a byline or acknowledgement is given, the employee shall be able to identify such work outside of the organization for the practice of their craft. An employee's byline or an acknowledgement shall not be used over the employee's protest on any written material.

Section 5. Outside Activities

Employees shall not be restricted in the performance of outside work provided that such work does not interfere with the performance of Employee's duties for Verso, Inc. However, Employees who wish to perform editorial services for another publishing house shall request permission to do so from Verso, Inc., which request shall not be denied unless Verso, Inc. believes, in its reasonable discretion, that such services may result in an actual or perceived conflict of interest.

Section 6. Employee Assistance Program

Employees needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek treatment and rehabilitation referrals through Verso's benefits program, and to use their health insurance, paid time off, and medical leave, as appropriate. Employees voluntarily requesting assistance prior to experiencing job performance, attendance, or misconduct problems will not be subject to disciplinary action for having sought treatment for alcohol or chemical dependency and will be given a reasonable unpaid medical leave of absence by the Employer for rehabilitation and/or other treatment services.

Section 7. Support for People Who Experience Gender Based Violence and Harassment

As part of Verso's commitment to end Gender-Based Violence (GBV), any employee who has been a victim of GBV, including but not limited to cases of domestic violence, sexual harassment, or moral harassment, will be given paid leave days in accordance with the paid leave provisions of this Agreement and as required by applicable law, in order to recover physically and psychologically from this violence, and in order to be able to seek legal and other remedies for these incidents. In the event that a third party is accused of sexual harassment or abuse, Verso will accommodate individual employees who feel unsafe or uncomfortable working with that person.

ARTICLE 20. – HIRING

Verso, Inc. recognizes that diversity in the workplace is critical to achieving organizational excellence and is deeply committed to providing equal employment and advancement opportunities to all individuals. Accordingly, Verso, Inc. welcomes all qualified applicants. Verso, Inc. does not discriminate on the basis of identity and believes that Verso, Inc. is better and more effective when it has a truly diverse team.

New Positions. Lead persons can apply to the CFO to create new positions by filling out a Position Justification Form, to be decided by senior managers at a meeting that the lead person will be invited to participate in. Senior managers will announce new roles after consulting with lead persons and other departmental staff where appropriate. When a new position is created, Verso, Inc. and the Union will determine whether the new position will be included in the bargaining unit. All new positions will be posted internally at least five business days before they are posted externally in order to allow any interested internal candidates to express interest. An external search will be conducted for all senior management positions, regardless of whether any internal candidate has expressed interest.

Vacancies in Existing Positions. When a vacancy in an existing position arises, its prior classification regarding the bargaining unit will apply (unless the position is eliminated by Verso, Inc.) and will not be subject to renegotiation absent significant modification in duties and responsibilities. Vacancies will be posted internally at least five business days before they are posted externally in order to allow any interested candidates to express interest. An external search will be conducted for all senior management positions, regardless of whether an internal candidate has expressed interest.

Job Descriptions. Each employee will have a job description that provides large-scale parameters of the role, responsibilities, and level of independence and authority within their specific zone of influence. Job descriptions must be tailored to the needs of the organization for the role and to reflect any standardized agreements from the collective bargaining process. Accordingly, the job description for each role is drafted by the senior managers after consulting with the relevant supervisor or lead person and finalized after discussion with the leading or successful candidate.

Recruitment Process. Senior managers will appoint a manager or supervisor to place the job ad and take the lead in evaluating applications and conducting interviews; relevant departmental staff may be asked to participate in interviews when appropriate. When hiring in a department with a lead person, that lead person will be invited to participate in at least one round of interviews, and will also be invited to discuss with senior managers responsible for making the hiring decision the lead person's feedback with respect to the hiring process and candidates before any offer is made. The Board retains a veto in the final instance, but generally delegates decisions on staff hires to the senior managers. Verso endeavors to make an extra effort to hire women, people of color, LGBT, and working-class comrades through broadening its search, and to interview qualified candidates from these groups. Staff are welcome to contribute thoughts on new job descriptions and evaluation guidelines, to propose candidates, and circulate job ads.

ARTICLE 21. – EEO POLICY

Section 1. Commitment to Maintaining an Equitable & Inclusive Environment.

Verso is an equal opportunity employer and is committed to ensuring equal opportunity in the conduct of all its business activities for all individuals. Verso desires to go beyond formal concepts of “equal opportunity” to create inclusive and supportive spaces, where everyone can belong and can thrive and where Verso is intentional about taking the steps necessary to ensure that those with less societal privilege and positional power enjoy the same respect and dignity as those with more power and privilege.

Verso recognizes that a predefined set of protected classes will never fully encompass the breadth of identities extant or emerging. Verso will strive to create an environment of respect and solidarity that is inclusive of but not limited to identity classifications such as race, color, religion, age, national origin, ancestry, sex (including pregnancy), childbirth or related medical conditions, marital status, sexual orientation, gender identity or expression, personal appearance including weight, family responsibilities, physical or mental disability, criminal record information (excluding violent or sexual offenses), citizenship, genetic information, matriculation, physical or mental disability. Inappropriate workplace behavior, even when it does not rise to the level of a legal violation and even when it is targeted at someone based on an identity characteristic not currently recognized by law, is prohibited.

Verso recognizes that statuses of privilege—including job position, seniority, and societal and class-based rankings—may initiate or exacerbate discomfort in interpersonal interactions regardless of intention, and that interactions generally accepted among peers may assume gravitas in the presence of such disparities.

All Verso staff should strive to create an environment of solidarity and comradeship in all aspects of our work. All Verso employees, other workers and representatives, vendors, and authors are expected to conduct themselves in a manner that is professional; free of bias, prejudice, and harassment; and respects the feelings and dignity of others in the workplace.

Section 2. **Scope of Policy.**

This policy applies to behavior that is committed by a Verso employee or that affects a Verso employee (even if committed by an external party). Verso’s commitment to equal employment opportunity is intended to be lived out in all aspects of our personnel practices, including advertising, recruitment, interviewing, employment, training, assignment, compensation, promotion, demotion, and termination policies. Similarly, all salaries, wages, other compensation, insurance programs and all other benefits or privileges of employment will be administered in conformity with this policy.

Verso prohibits inappropriate, bullying, harassing, or other discriminatory behavior (“inappropriate behavior,” defined below) by or towards any Verso employee, whether inside the workplace or outside of the workplace, whether online or in person, and whether interacting with other Verso stakeholders in work or social settings or via direct or text messages, tweets, blogs, social networking sites or other means. Everyone who works with or on behalf of Verso has the right to be treated appropriately.

Section 3. **Inappropriate Behavior Defined.**

Inappropriate behavior includes any conduct that has the purpose or the effect of creating a humiliating, insulting, threatening, offensive, abusive, or intimidating working environment and that interferes with or regularly or significantly interrupts or disrupts a stakeholder’s ability to do their work on behalf of the organization. Inappropriate behavior need not necessarily explicitly involve sexual, racialized, gendered, or other identity-specific content, slurs, or stereotypes in order to be a violation of this policy. Similarly, inappropriate behavior does not require an intent to offend; as a result, conduct that was intended by the actor to be friendly, teasing, complimentary,

or welcoming can nonetheless result in a harassing or inappropriate situation. It is also a violation of this policy to engage in hostile, disruptive, or other inappropriate behavior against an individual because they have failed to join in, opposed, or objected to inappropriate behavior of any form. This policy is broader than what is required by law and is intended to cover inappropriate behavior that may not rise to the level of a legal violation.

Anyone, regardless of identity can be a bad actor, and anyone, regardless of identity, can be a victim. Often, those with more societal privilege but less positional authority are able to leverage that privilege in inappropriate ways, even against those with more organizational or positional power. Inappropriate behavior can happen between colleagues, from a senior individual to a more junior individual, or from a junior individual to more senior individual, from a Verso employee to an external party, or from an external party to a Verso employee.

Note: Sometimes in the course of the employment relationship, it is appropriate for a supervisor or lead person to redirect or reallocate work or otherwise hold a team member accountable for performance that does not meet the organization's standards. Such actions by a supervisor or lead person, conducted in accordance with Verso's policies and procedures and when done in a professional and appropriate manner, do not constitute inappropriate behavior.

Section 4. ADA Compliance.

Verso complies with the Americans with Disabilities Act (“ADA”), and all applicable state and local laws that provide for non-discrimination against individuals with disabilities. Verso also provides reasonable accommodations for such individuals in accordance with these laws.

- Verso reserves the right to request additional documentation related to an employee's request for accommodation and ability to perform the essential functions of the position from a medical provider.
- Accommodation requests are determined on a case-by-case basis. If an employee asks for an accommodation once, the employee can always submit additional requests when needed or if an accommodation that has been provided is not effective.

Section 5. Pregnancy and Breastfeeding.

Verso complies with the Pregnancy Discrimination Act (“PDA”), and all applicable state and local laws that provide protections and rights for pregnant and breastfeeding employees, including provision of breaks to breastfeed or pump and provision of a clean and private space to breastfeed. Verso also provides reasonable accommodations for such individuals in accordance with these laws. Pregnant employees are entitled to paid time off for ante-natal medical care.

Section 6. Duties of Managers and Supervisors.

All managers and supervisors have a duty to understand, implement, and comply with this policy. Managers and supervisors are expected to develop and maintain channels of communication and a working environment that permits and encourages employees to raise concerns of inappropriate behavior or unfair treatment without fear of retaliation. Managers and supervisors are expected:

- to conform their own management practices to a lived commitment to equality and inclusivity,
- to stop any observed inappropriate behavior, and
- to execute their Mandatory Reporting obligations with consistency, sensitivity, confidentiality, and objectivity.

All managers and supervisors are Mandatory Reporters – which means any manager or supervisor who observes inappropriate behavior or who is told about or otherwise learns about inappropriate behavior — must report the conduct as soon as practicable so that an investigation can be initiated. Mandatory Reporters should make such a report directly to the Director of Operations or Office Director (when filing a report about one of those, the report should be made to the other)..

ARTICLE 22. – INVESTIGATIONS

Section 1. Protections Surrounding Reporting & Investigations

- Confidentiality – Verso Books recognizes that confidentiality supports a process that allows for greater comfort for those sharing difficult or uncomfortable experiences or observations and greater space for learning and growth for those who have made mistakes. In order to protect everyone who might be involved in an investigation and particularly to protect those who hold less positional or identity-based power and privilege and to make it safe for everyone to reach out when they or others are having a problem, Verso is committed to a reporting and investigation process that provides as much confidentiality as is possible given the particulars of each circumstance and consistent with conducting a thorough investigation. Both during and after the investigation, every reasonable step will be taken to protect the identities of all individuals involved to the extent possible. For example, how interviews and other aspects of the investigation are conducted will be designed to not reveal identifying information or details to the greatest extent possible. This means that participants in an investigation often will not know who the complainant is, who else has been interviewed, who the alleged bad actor is, or the nature of the specific concerns being investigated.
- No Retaliation – Verso and the union agree to take complaints under this policy seriously and will not retaliate, or allow retaliation, against employees for complaining, or assisting in an investigation under this policy. Verso Books will not tolerate retaliation against anyone who reports concerns pursuant to this policy, who participates in such an investigation, or who opposes harassing or discriminatory conduct. No employee will be penalized, formally or informally, for voicing a complaint with Verso, assisting in the complaint process as a third party, or for cooperating with investigations. Such retaliation is a separate violation of Verso’s policy, and any employee who engages in such retaliation will be subject to discipline, up to and including termination. If an employee experiences any conduct that they believe to be retaliatory, they should report the concerns using one or more of the reporting procedures stated in this policy. During the investigation, the Investigator will provide each participant with information regarding their rights regarding non-retaliation. In addition, the Investigator will make themselves

available if any person participating in an investigation has concerns about retaliation or other negative consequences.

- Duty of Care – Any staff members involved in this process are encouraged to use their sick leave and health benefits to attend to their mental health should any issues arise.

Section 2. Reporting Basics.

Verso strongly encourages anyone who experiences or is a witness to discrimination or inappropriate workplace behavior to come forward at the earliest possible point. Verso does not want individuals to wait until a problem becomes overwhelming, extreme, severe, or pervasive. We are committed to stopping inappropriate behavior and discrimination even if the conduct has not risen to the level of a violation of law.

Verso also welcome and encourage other individuals to come forward. Other individuals who can come forward include: (i) a bystander or witness; (ii) a Verso employee acting as a representative of a group of Verso employees; or (iii) someone who believes they may have crossed the line themselves.

An employee may make a report under this policy in any one of the following ways:

- with their immediate supervisor
- with any other supervisor
- with the Director of Operations
- with the Office Director

For complaints regarding any of the UK or US senior managers, employees may also make a report to Kheya Bag or Susan Watkins, both of whom are members of Verso's Board of Directors, at kheya@verso.co.uk or editorial@newleftreview.org.

Although Verso encourages individuals to try and engage in difficult conversations and direct interventions where possible, Verso also recognizes that it is not always feasible or safe to do so and that power and privilege can directly impact the viability of such a course of action. As a result, Verso does not expect or require someone experiencing inappropriate behavior to try and address the situation directly with the alleged bad actor before reporting a concern.

Section 3. Format and Depth of Initial Report.

Reports of inappropriate behavior may be made verbally or in writing using a reporting form, an email, or other written communication. An Optional EEO Reporting Form is attached to this handbook to make it easy to report, but the form is not required to make a complaint. Someone who wants to share a concern, complaint or report should be prepared to provide as much information as they are comfortable sharing in order to initiate the investigation. At a minimum, someone making an initial report should be prepared to share some details regarding the (i) alleged

bad actor; (ii) the kinds of problematic behavior at issue; (iii) the timeframe and setting for this problematic behavior; and (iv) who is being affected by the behavior.

Section 4. Investigation Timelines.

Verso will make every effort to initiate contact with the person reporting a concern in the context of an investigation within five business days of receiving a report. If an employee has reported a concern and not heard from someone about an investigation after five business days, the employee should feel comfortable elevating your concern directly to the Director of Operations or Office Director.

In most cases, Verso hopes to complete investigations and assign resolutions within forty-five business days of receiving a report. To facilitate this effort, all stakeholders who participate in the process are expected to cooperate fully with the Investigator and to provide information as accurately and as completely as possible. Of course, where matters can be investigated and resolved more quickly, they will be. The timeline for investigations may be extended:

- where the complexity of the investigation requires more time;
- where necessary and appropriate accommodations are needed for individuals participating in any investigation; or
- where capacity limitations dictate.

Section 5. Typical Investigation Sequence.

Depending on the nature and severity of the concern or complaint at issue, investigations will either be carried out by the Director of Operations and/or Office Director or by external investigators. In general investigations will proceed with: (1) a second, more comprehensive interview with the person reporting the concern; (2) interviews with any alleged victims beyond the complainant; (3) interviews with any witnesses or other individuals identified as having relevant information; (4) interview with the person accused of wrongdoing in most cases; (5) interviews with any witnesses or other individuals identified by the person accused of wrongdoing; and (6) a final interview with any alleged victims to respond to any counter-narrative offered by the person accused of wrongdoing. The Investigator may, where appropriate, also review electronic or hard-copy records in the course of their investigation. Failure of a third party to participate in an investigation will not prevent an investigation from proceeding, a report from being issued and determination of finding and corrective action.

Section 6. Alternates to Internal Reporting.

Aside from the internal processes at Verso Books, employees may also choose to pursue legal remedies with governmental entities where the inappropriate, harassing, or discriminatory behavior may be tied to legally protected identities:

- **The United States Equal Employment Opportunity Commission (EEOC)** enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC

anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

- **State & Local Human Rights Laws.** Many states and localities enforce laws protecting individuals from sexual harassment and discrimination. An individual can contact the state, county, city or town in which they live to find out if such a law exists and what the timelines and procedures are for using those state or local protections. Complaining internally to Verso typically does not extend your time to file under state or local laws. For example, employees who work in New York state are covered by the Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., which applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court. DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or (888) 392-3644 or visit: www.dhr.ny.gov. New York City employees also may file complaints of sexual harassment with the New York City Commission on Human Rights pursuant to the local city law. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov.
- **The Local Police Department.** If the harassment involves unwanted physical touching, coerced physical confinement, coerced sex acts, or other conduct that may constitute a crime, Employees may contact the local police department with or without Verso's assistance or knowledge.

ARTICLE 23. – RESOLUTIONS AND CORRECTIVE ACTIONS

Section 1. Interim Interventions.

While the investigation is pending, the Director of Operations or Office Director may need to take interim measures, including to modify or limit a role, responsibility, or consultant status of the person accused of wrongdoing. Verso is committed to ensuring that the opportunities of any complainant(s) or alleged victim(s) are not negatively affected or otherwise interrupted during the pendency of an investigation.

Section 2. Resolutions.

Once the investigation is completed, the Director of Operations or Executive Director will make (a) a finding regarding whether corrective action is merited, and, if so, (b) the course of action that would involve any applicable corrective action or next steps. Other members of management, including the Managing Director will not have input into or control over the investigation, finding or course of action for any matter not explicitly detailed herein. Any member who is themselves a subject of the complaint will be recused.

In some cases, an external investigator will be utilized. Complainant may request a third party investigator, which Verso will grant or deny in its sole discretion. A report of an investigation into any of these individuals and a set of recommendations, if any, from an external investigator will be required to be provided in writing for accountability purposes. In cases where it is found that corrective action is merited for a member of Verso's Board, the report, finding and recommended course of action will be submitted to an extraordinary meeting of the Board without that Board member within 14 days.

Section 3. Corrective Actions.

Corrective action(s) will be assigned based on the goal of ensuring an equitable, inclusive, and supportive environment is maintained. As such, corrective actions are not intended to be punitive and instead are intended to be generative of the culture and workplace to which Verso aspires. Corrective action will be tailored to the situation; will be designed to address the full scope of discriminatory, harassing, retaliatory or inappropriate behaviors in question; and will not depend on whether or not the conduct in question is technically legal/illegal. Even where the investigation is inconclusive or where it is determined that there has been no technical violation of policy but potentially problematic conduct may have occurred, appropriate preventive or corrective action may be assigned – such as reminding individuals of Verso policies and/or expectations of conduct.

The determination and assignment of appropriate and proportionate corrective actions will be made with the goal of ensuring that the workplace is free from inappropriate behavior going forward, and often will depend on: i) the severity, frequency, and/or pervasiveness of the conduct; ii) prior complaints made against the respondent by the complainant and/or others; iii) the quality of the evidence (e.g., first-hand knowledge, credible corroboration, etc.); and iv) indicia of the alleged bad actor's willingness to learn, grow, and change.

- In general, corrective actions might be assigned from the following general categories of interventions:
- Low (e.g. Informal Feedback, Notation in Personnel Records, etc.)
- Moderate (e.g., Extended Coaching, Additional Training, Monitoring, Temporary Modification of Duties, etc.)
- Serious (e.g., Reduction of Compensation, Demotion, Limitations on Promotion, etc.)
- Severe (e.g., Termination, Severing of Relationship, etc.)

All protections provided by the collective bargaining agreement will be honored. Corrective actions involving third parties may involve mitigations, education-attempts, and/or modification or termination of the relationship.

Once a corrective action is assigned, it shall not be altered except on the basis of additional facts or circumstances which, if known to the decisionmaker(s) at the time, would have led to different or additional corrective actions. Verso is committed to assigning resolutions and any corrective actions consistently and equitably. We will retain confidential centralized records regarding

investigations, findings, and assigned corrective actions to ensure consistency and fairness in the process, to hold ourselves accountable to ensure no unintended but disparate impacts on any particular identity groups, and to provide a sufficient perspective where multiple complaints may be made about the same alleged bad actor over time.

Section 4. Communications.

Once finalized, Verso will inform: (a) the complainant(s) and alleged victim(s) whether corrective actions have been assigned and some general information about the categories of corrective actions assigned; (b) the person accused of wrongdoing of any corrective action and next steps that apply to them; and (c) any participating witnesses that the Investigation is closed and the matter has been resolved. Any members of management or leadership who are needed to help implement corrective actions will be briefed only about what the corrective action is and the role those members of management are required to play; members of management and leadership will not be read into the details of the investigation in order to protect the confidentiality of the investigation and all participants. Out of the interests of preserving confidentiality to the extent possible, further information will not be shared.

Section 5. Implementation of Corrective Actions.

Although the confidentiality of the investigation process will be maintained, Verso will provide a written document explaining the justification for the corrective action to the employee and will have a meeting with the employee – with union representation where applicable – should the employee wish to request reconsideration with the provision of additional information. This provision applies to corrective actions for inappropriate behavior; it is not intended to apply to the performance management process or to interventions around insufficient performance.

ARTICLE 24. – UNION INVOLVEMENT

When a complaint has been made by a bargaining unit member (“Complainant”) or against a bargaining unit member (“Respondent”) alleging a violation of this Article, or of any law or policy of Verso, Inc. prohibiting harassment or discrimination, then at the request of the Complainant and/or Respondent, a Guild Official (who is not a bargaining unit member) will have the right to attend any investigatory meeting with the Complainant and/or Respondent. The Guild hereby agrees that its role in any such investigatory meeting is consultative only, and that the Guild employee will not interfere with or frustrate the investigatory interview. The Guild hereby agrees that everything said in such investigatory meeting(s) is strictly confidential, and the Guild will not be able to disclose any confidential information to any third party, nor to any bargaining unit or non-bargaining unit employee (other than to Verso, Inc. employees/representative(s) charged with conducting the investigation). Without limiting the foregoing, and for the sake of clarity only, if Guild Officials attend both a Complainant’s investigatory interview and a Respondent’s investigatory interview, the Guild will not disclose information to the Complainant learned from the Respondent and vice-versa. For the purposes of maintaining confidentiality, the Guild will assign different Guild Officials, selected at the sole discretion of the Guild, to attend the investigatory interviews of the Complainant and Respondent.

Grievance and Arbitration: A violation of this policy shall not constitute a grievable or arbitrable matter, unless and until it results in the imposition of a serious or severe corrective action as described above; provided, however that if a violation of this policy by a manager or supervisor results in a low or moderate corrective action with which the Guild disagrees, the Employer and Guild shall agree upon a qualified third party to confidentially mediate the disagreement about the corrective action imposed, with fees and expenses to be shared equally by the parties.

ARTICLE 25. – DURATION

This Agreement will take effect on September 14, 2022 and expire at 11:59 p.m. on September 13, 2025; provided, however, that wage rates/increases provided for herein will be paid retroactive to July 1, 2022. Within ninety (90) days prior to the expiration date of this Agreement, Verso, Inc. or the Guild may initiate negotiations for a new Agreement pursuant to Section 8D of the National Labor Relations Act.

Agreed to this 9/21/2022 | 8:45 AM PDT.

VERSO, INC.

WASHINGTON-BALTIMORE NEWS GUILD

DocuSigned by:
Jacob Stevens
5162F0A840CD48A

Jacob Stevens
Director

DocuSigned by:
Cet Parks
CB78D2DA6A44467

Cet Parks
Executive Director
Washington-Baltimore News Guild
TNG/CWA Local 32035

Date: 9/21/2022 | 8:45 AM PDT

Date: 9/21/2022 | 1:19 PM EDT

BARGAINING COMMITTEE

Andrew Hsiao

Date

Ben Mabie

Date

Phan Nguyen

Date

Anne Rumberger

Date