

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The Institute for Public Affairs, Publisher of In These Times**

**And**

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

**February 1, 2024 - January 31, 2027**

## PREAMBLE

This contract is made this September 11, 2024 between the not-for-profit Institute for Public Affairs, Publisher of *In These Times* Magazine, hereinafter known as the Publisher, and the Washington-Baltimore News Guild, CWA Local 32035, hereinafter known as the Guild, for itself and on behalf of all employees of the Publisher described in Article I.

## ARTICLE I – COVERAGE

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

Executive Director  
Editorial Director  
Executive Editor  
Associate Publisher  
Development Director

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

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

(a) The kind of work either normally or presently performed within the unit covered by this contract,

(b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit, and,

(c) Any other kind of work assigned to be performed within said unit.

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

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

## ARTICLE II - GUILD SHOP

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

## ARTICLE III - DUES DEDUCTION

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

### ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To:

I hereby assign to the Washington-Baltimore Newspaper Guild, CWA Local 32035, and authorize the Publisher to deduct, per pay period, from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Publisher to remit the amount deducted to the Guild each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Publisher and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Publisher and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Publisher and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Publisher receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

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

Date \_\_\_\_\_

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

#### ARTICLE IV - MANAGEMENT FUNCTION

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

#### ARTICLE V - HIRING

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

2. (a) The Publisher shall hire employees without regard to age, gender, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated. The Publisher shall actively recruit women and members of minority groups for all positions covered by this contract. The Publisher's hiring standards shall be consistent with those required to perform the job now and in the future.

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

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

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

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

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

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

7. Staff can schedule up to sixteen (16) hours per quarter and \$500 per year to participate in opportunities for continuous learning that are directly applicable to their job role and responsibilities. Scheduling such opportunities will be done with the employee and their direct supervisor. No reasonable request to attend learning opportunities will be denied.

#### ARTICLE VI - INFORMATION

1. On a quarterly basis, the Publisher shall supply the Guild with a list containing the following information for each employee to the extent it is available:

(a) Name, address, date of birth, race, gender or gender identity (if self-reported).

(b) Date of hiring.

(c) Job title.

(d) Salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation for all employees of ITT/IPA, including management.

(e) Copies of any grants that wholly or partially fund unit position(s) or a written summary of the grant terms.

2. The Publisher shall notify the Guild monthly whenever there is a change, of:

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

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

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

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

4. The Publisher shall supply the Guild with all available information as to hiring and promotional

standards and procedures, if any exists, and any changes.

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

#### ARTICLE VII - SECURITY

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

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

#### ARTICLE VIII - SENIORITY

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

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

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

#### ARTICLE IX - LAYOFF

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

2. The Employer reserves the right to exercise layoffs due to economic conditions. However, the Publisher will notify the Guild of possible layoff at least ninety (90) days in advance, and offer to meet with the Guild to discuss possible alternatives to the prospective layoff. If the need for such layoff is not known to the Publisher that far in advance, the Publisher shall notify and meet the Guild as soon as possible. In the event no alternative is agreed to avoid a layoff, the Publisher

shall determine the number and select the Employees for layoff based on need, and to the extent applicable seniority shall be a factor considered in determining layoffs. The Publisher will consult with the union in this determination.

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

4. Laid-off employees' health benefits shall be continued for sixty (60) days following the effective date of the layoff, or the length required by law, whichever is longer.

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

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

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

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

9. Employees notified of layoff also may fill any vacant bargaining unit position for which they meet the minimum job qualifications or could be trained within forty-five (45) calendar days to carry out the position duties.

#### ARTICLE X - SEVERANCE

1. This Article shall not apply to probationary employees or fellows on term-specific grant funded fellowships of up to two (2) years, or to employees hired and employed for a specific term pursuant to a temporary, time specific grant of one (1) year or less, except in the case of a grant being ended early.

2. Upon layoff due to economic conditions, Employees shall receive severance pay equal to one (1) week's pay for every year of service or fraction thereof, or two (2) weeks, whichever is higher, with a maximum of twenty (20) weeks.

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

## ARTICLE XI - GRIEVANCE PROCEDURE

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

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

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

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

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

4. In the event that arbitration is requested, the parties shall jointly, in writing, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Within five (5) days of receipt of such a 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 a 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. 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.

## ARTICLE XII - RIGHT TO STRIKE

The Guild shall have the right to strike over any grievance not satisfactorily settled after the



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

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

#### ARTICLE XIII - MINIMUM SALARIES

1. Salary Scale - see Appendix A

2. Upon ratification of this agreement, any employee who both receives less than a \$1000 increase and is in Steps 1, 2, or 3 for their classification shall receive a \$1000 bonus, payable within 30 days of ratification.

3. There shall be no involuntary reduction in salaries, except:  
a. if such reduction is negotiated with the Guild to avoid layoff, or  
b. in the case of a demotion or transfer to another position with a lower salary.

4. Payment of salaries shall be made every two (2) weeks. If for whatever reason payment will be delayed, the unit shall be notified immediately.

#### ARTICLE XIV - GRANT FUNDING

1. For each grant that wholly or partially funds the salary of a bargaining unit member, the Publisher will meet with the Guild at least ninety (90) days before the expiration date of such grant to discuss the status of the grant and modifications the Guild may propose in the grant renewal application process.

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

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

#### ARTICLE XV - HOURS AND OVERTIME

1. Beginning on January 1, 2025 all full-time Employees are expected to work at least thirty-two (32)-hour work weeks, generally consisting of eight (8)-hour days, four (4) days per week. It is understood that Employees will, from time to time, be required to work longer, shorter, or

different hours.

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

3. The Union and Publisher shall create a labor-management committee to assess the rollout of the changes in the workweek no later than April 1, 2025.

4. Compensatory days off for extra hours worked must be approved by a supervisor in advance of the extra hours worked. Approval shall not be unreasonably denied.

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

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

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

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

8. Union meetings and union 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 Union shall provide the management with reasonable notice of such meetings; the length of such meetings shall not exceed three (3) hours per month of any individual Employee's work time.

#### ARTICLE XVI – TRANSFERS AND PROMOTIONS

1. For the term of this agreement, the Publisher will forego any transfers of Employees to another city or location away from the Employee's home, unless such a transfer has been agreed upon during an Employee's hiring. This is not intended to preclude an Employee from being assigned to travel to a certain city or location for a special project or assignment of a determined duration that is not a permanent move to said location.

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

3. Notice of each vacancy shall be posted electronically for Employees and given to the Guild.

Such notice shall list the duties and qualifications required for the position. An Employee desiring to fill a vacancy shall submit a timely application. Any Employee who applies for a vacancy shall be given full consideration for the position.

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

4. Vacancies and Newly Created Positions. The Publisher shall provide the Union with written notice when any bargaining unit position is to remain vacant, or is changed in terms of pay or hours. If the position is not posted within thirty (30) calendar days of the vacancy, or the Publisher chooses to eliminate or change the position, the Publisher will notify the Union. No duties formerly performed by the person or persons who last held the vacated position or positions will be transferred to another employee without adhering to the following:

- a. If an Employee's workload is temporarily increased due to the vacancy of a position at the same or lower job classification level for two (2) or more working weeks, such that the Employee's workload is significantly higher than normal, the Employee will meet with their supervisor and Human Resources to adjust priorities and responsibilities in order to bring workload back to normal.
- b. If after four (4) weeks, the Employee's workload continues to be significantly higher than normal, in lieu of compensatory time, the Employee will receive \$300 in additional taxable wages per pay period for each additional pay period in which their workload is significantly higher than normal.
- c. If an Employee is assigned significant responsibilities from a higher job classification for four (4) or more working weeks due to vacancy, leave by the incumbent, or some other such circumstance, they shall be paid at the rate of the higher job classification until the Employee is no longer required to perform such duties because the vacancy is filled, the incumbent returns, or the duties are otherwise reassigned. This compensation will be retroactive to the first day the employee commenced such work.

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

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

## ARTICLE XVII - HOLIDAYS

1. All Employees shall receive nineteen (19) paid holidays off including:

New Year's Day (January 1)  
Martin Luther King, Jr Day (3rd Monday in January)  
Presidents Day (3rd Monday of February)  
Memorial Day (Last Monday in May)  
Juneteenth (June 19)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Indigenous People's Day (2nd Monday of October)  
Day before Thanksgiving  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve through New Year's Eve (December 24-December 31)

2. An Employee may substitute another religious or cultural observance of importance to the Employee.

3. A paid holiday that falls on a Friday or Saturday will be observed on the preceding Thursday. A paid holiday that falls on a Sunday will be observed on the following Monday. If a paid holiday falls during an Employee's paid days off as approved by the Publisher, the Employee shall not be charged the paid day off for the holiday. In rare instances when Employees are asked to work on a holiday, they will be given a weekday off for each holiday worked.

## ARTICLE XVIII - PAID TIME OFF

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

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

3. Full-time employee receive the following number of paid time off per year, based on their years of service, effective January 1, 2025:

0-4 years: 128 hours of paid time off (16 days) per year accruing at 32 hours (4 days\_per calendar quarter)

5+ years: 160 hours of paid time off (20 days) per year accruing at 40 hours (5 days) per calendar quarter

4. Full-time employees hired during a calendar quarter will receive credit for paid days off proportionate to the time worked in that quarter.
5. Employees can roll over up to eighty (80) hours of paid time off (10 days) each calendar year. Each Employee and their supervisor will be notified monthly of their number of accrued, unused time off.
6. If an Employee has unused paid time off upon departure, the Publisher will pay the Employee all unused, accrued paid time off that is owed to the Employee at the Employee's current rate of compensation.
7. Vacation hours may be borrowed ahead, against future accrual at the discretion of management. If there is a situation in which vacation has been taken but has not yet been accrued at the time an Employee leaves employment, that time will be deducted from the final paycheck.
8. Floating holidays: sixteen (16) hours of paid time off (2 days) each calendar year.
9. Sick leave is accumulated at the rate of eight (8) hours per month (1 day), up to eighty (80) per year (10 days). It may be used only for illness of the Employee or to care for a sick child or sick immediate family member or sick pet or medical appointment for Employee/family member/partner. If an Employee requires sick leave hours not yet accrued, it will be treated as unpaid leave and then reimbursed when leave is earned.

#### ARTICLE XIX - REIMBURSEMENT AND EQUIPMENT

1. Employees will be compensated for all approved expenses reasonably incurred on the job, such as travel, meals, purchase of supplies, etc. Employees will be reimbursed per current IRS standards for automobile travel that exceeds standard daily operations. Employees must submit receipts and justification to claim reimbursements. Employees will be reimbursed for out of town travel and lodging. Travel expenses must be approved in advance by the Publisher. Hotel bills may include only the room charge (including taxes), and parking. Employees are expected and encouraged to use economy or alternate accommodations where possible. The Publisher will review all receipts to ensure that expenses are reasonable and within non-profit standards.
2. All equipment belonging to the Employer will be returned within fourteen (14) days of termination/dismissal, layoff, or separation. Upon termination of employment the Employer may sell equipment at the following calculated cost to the Employee:

First Year: 60% of purchase price

Second Year: 40% of purchase price

Third Year: 20% of purchase price  
Fourth Year: 0% of purchase price

## ARTICLE XX - HEALTH INSURANCE

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

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

3. Vision insurance. The Publisher will provide at no premium cost to all full-time and part-time Employees working at least 30 hours per week, and to Fellows on term-specific grant funded fellowships of up to two years.

## ARTICLE XXI - DISABILITY INSURANCE

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

2. Short-term disability. In case of accident or illness (and for these purposes, pregnancy is considered "illness") Employees will first use available hours off for the current year. Rolled over paid days off will then be used to a maximum of ten (10) such days. Thereafter, upon proof of disability from a state-licensed health care practitioner, a weekly benefit will be paid at the lesser of 50% of covered compensation or \$1000. The coverage will continue for thirteen (13) weeks from the first day of the precipitating accident and the eighty day of the precipitating illness. Leave under this provision shall run concurrently with FMLA leave.

3. Long-term disability. Long-term disability coverage will begin after a waiting period of 90 days. Benefits will normally continue to age 65 so long as the Employee meets the definition of disability. The plan will provide coverage for the first two (2) years of disability if an Employee is unable to perform the main duties of the Employee's job description. Thereafter, the Employee must be unable to perform the duties of any occupation for which the Employee is reasonably suited by education or experience. The long-term disability coverage will be equal to the lesser of 60% of the employee's monthly covered compensation or \$3000 per month. The group

long-term disability benefit will be integrated with Social Security benefits for which the Employee must apply when eligible to do so. Leave under this provision shall run concurrently with FMLA leave.

## ARTICLE XXII - RETIREMENT

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

## ARTICLE XXIII - LEAVES OF ABSENCE

### 1. Union Delegate/Negotiating Leave

(a) A leave of absence, without pay, upon request shall be granted to an Employee elected or appointed delegate to conventions of The Newspaper Guild-CWA, AFL-CIO, or any organization with which The Newspaper Guild-CWA is affiliated, and to a delegate to special meetings called by The Newspaper Guild-CWA, or by a branch thereof or by an organization with which The Newspaper Guild-CWA is affiliated. Any such leave that involves more than one consecutive week off shall require approval by the Publisher.

(b) An Employee designated by the Guild to attend a negotiating meeting or other meeting between the Publisher and the Guild, shall be released for that purpose without loss of pay. Any such leave that involves more than one consecutive week off shall require approval by the Publisher.

2. Maternity and Paternity Leave. Employees, other than probationary Employees and Fellows on term-specific grant funded fellowships of up to two years, are allowed fifteen (15) weeks off with pay in association with the birth or adoption of their child. With the agreement of the Publisher, maternity/paternity paid time off may continue beyond that time through the use of unused paid time off and unpaid time off. Employees on parental leave at the signing of this agreement shall be entitled to the fifteen (15) weeks paid leave, minus any paid parental leave already received. Leave under this provision shall run concurrently with FMLA leave.

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

covered by one or both statutes.

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

a. Employees are entitled to seven (7) days paid bereavement leave upon the death of a loved one. A loved one may be a close family member, a pet, or someone with whom the Employee has a substantially equivalent personal relationship. The loss of a pregnancy will also count towards this leave. Part time employees will receive a prorated amount based on hours worked.

b. In addition, if the loved one is immediate family, defined as a domestic partner, spouse, parent, or child, the Employee is entitled to paid bereavement leave of up to a maximum of fifteen (15) days upon the death of a parent, partner, spouse, or child. Employees may also discuss their needs for additional time off with the Employer, taking into consideration needs such as travel.

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

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

7. Office closure due to severe weather and other causes. If the office is closed due to severe weather, power outage, internet failure, or other catastrophe, regular full-time Employees and regular part-time Employees scheduled to work that day will be paid for the day. The Publisher shall be responsible for determining whether Employees should report to work. Employees shall be notified by text or telephone at the earliest possible time if the Publisher is to be closed. If the Publisher is closed Employees are expected to work from home as they are able.

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

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

#### ARTICLE XXIV - EMPLOYEE INTEGRITY

1. An Employee shall not be required to perform, over the Employee's protest, any practice that



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

2. Should a unit member be targeted for legal action as a result of their good faith effort to execute instructions from management, the organization will provide support for that unit member.

### 3. Artificial Intelligence

ITT shall provide the Guild at least forty-five (45) days' advance notice in order to bargain the implementation and effects of any New Technologies that employ artificial intelligence that substantively affects bargaining unit functions. The new or modified technology shall not result in the layoff of non-probationary bargaining unit employees, the reduction of staff unit workers, or reduction in bargaining unit work.

"New Technologies" is not meant to include security upgrades, updates of existing software provided that the software continues to function in substantially the same way, or the company's choice among technologies that are substantially similar to technologies in use by the unit upon ratification (ex. moving from or choosing between Zoom or Teams, Macs or PCs, etc.).

If such technology involves the use of artificial intelligence (AI), including machine learning or deep learning, it shall be limited to supplementing the collection, internal analysis, organization, recording or maintenance of information. AI shall not be used to perform work that is editorial in nature (ex. worker scripts, video, podcasts, text pieces, or other worker-generated content), including but not limited to the interpretation or analysis of information, communications with sources or other parties, or generation of news content or illustrations. However, AI may be used directly by a bargaining unit Employee to assist in the performance of work. If their own work includes use of work generated by other coworkers, permission must be given.

The Employer may not use work (worker scripts, video, transcripts, podcasts, text pieces, or other worker-generated content) created by a bargaining unit Employee to train AI or other machine learning systems for non-editorial or fundraising purposes without the express and written permission of the creator.

Any non-probationary Employee affected by such change, upon request, shall be retrained at ITT's expense for either a new or open bargaining unit position and the Employee will be given first consideration for any such positions for which they are or become qualified.

## ARTICLE XXV - PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

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

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

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

#### ARTICLE XXVI - GENERAL PROVISIONS

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

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

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

4. Upon request, but not more than once a calendar quarter, the Publisher shall provide information regarding the finances of the organization. This information should include the status of grants—amounts, dates money is received, conditions etc.; monthly cash flow; money paid to outside writers; and any other issues that could affect the staff or coverage.


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

XXVII - DURATION AND RENEWAL

1. This contract shall commence on February 1, 2024 and expire on January 31, 2027 and shall inure to the benefit of and be binding upon the successors and assigns of the Publisher.

2. Within sixty (60) days prior to the expiration date of this contract, the Publisher or the Guild may initiate negotiations for a new contract to take effect on February 1, 2027. All of the terms and conditions contained in all articles and sections of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to February 1, 2027, the new contract shall be made retroactive to February 1, 2027.

For the Guild:



9/10/24

Renato Mendoza  
WBNG Staff  
9/11/24



For the Publisher:



10/29/2024

Appendix A

	Step 1	Step 2	Step 3	Step 4
2/1/2024-12/31/2024	0-1 years	2-5 years	6-10 years	11+ years
Grade 1	55000	58000	63000	68000
Grade 2	60000	63000	68000	73000
Grade 3	63000	66000	71000	76000
Grade 4	66000	69000	74000	79000
1/1/2025-12/31/2025	with 3% COLAs			
Grade 1	56650	59740	64890	70040
Grade 2	61800	64890	70040	75190
Grade 3	64890	67980	73130	78280
Grade 4	67980	71070	76220	81370
1/1/2026-12/31/2026				
Grade 1	58350	61532	66837	72141
Grade 2	63654	66837	72141	77446
Grade 3	66837	70019	75324	80628
Grade 4	70019	73202	78507	83811
1/1/2027-1/31/2027				
Grade 1	60100	63378	68842	74305
Grade 2	65564	68842	74305	79769
Grade 3	68842	72120	77584	83047
Grade 4	72120	75398	80862	86325
Grade 1	(development assistant, assistant editor)			
Grade 2	(development associate, associate editor, engagement editor)			
Grade 3	(story editor, print editor, web editor, housing editor)			
Grade 4	(senior editor, creative director, investigative editor)			

**SIDE LETTER OF AGREEMENT BETWEEN  
The Institute for Public Affairs, Publisher of In These Times**

**And**

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

**August 28th, 2024**

The Washington-Baltimore Newspaper Guild, CWA Local 32035 and the Institute for Public Affairs are parties to a Collective Bargaining Agreement effective February 1, 2024 through January 31, 2027.

The following items are agreed upon by both parties as a side letter to the Collective Bargaining Agreement in force.

**Hybrid Schedule Working Group**

Union staff and management shall form a committee to determine how to best use the ITT building and under which circumstances staff should gather in office or in person.

**Rubric**

By September 15 of 2024, the organization will provide the Guild a rubric with clear guidelines for how the organization determines grades and steps for employees. Employees may ask for a reevaluation of their job title's placement in the grade should their workload or experience change.


**Wage reopener**

In conjunction with the annual budgeting process, either ITT or the Guild may request negotiations over a compensation increase that would become effective the following April 1, 2026 in addition to increases agreed to as part of this agreement. Management will consider a Guild request for a reopener in good faith, considering inflation and available organizational resources, and communicate with the Guild about organizational finances. If the parties agree to bargain, they will bargain in good faith. A contract reopener applies only to a possible increase in compensation, unless the parties agree in writing otherwise.

**Health Savings Accounts and other possible benefits**

The Publisher and the Guild agree to explore options for pre-tax savings on healthcare, childcare and other costs, including but not limited to Health Savings Accounts. Further, the Publisher and Guild agree to explore other providers for health, dental and vision insurance that may provide more flexibility, without diminishing the benefits laid out in the Collective Bargaining Agreement.

For the Guild:

  
9/10/24

Renato Mendoza  
WBNG Staff  
9/11/24



For the Publisher:



10/7/2024