

Collective Bargaining Agreement

The Writers Guild of America, East, Inc., AFL-CIO (hereinafter “WGAE,” “Union” or the “Guild”), and First Look Media Works, Inc. (hereinafter the “Employer”), agree as follows:

1. RECOGNITION

The Employer recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of full-time and regular part-time employees in the United States in the following system job classifications, and other employees hired to perform the same or similar work, for The Intercept:

Senior Engineer	Copy Editor
Senior Writer/Reporter	Associate Writer/Reporter
Senior Research Editor	Associate Editor
Senior Photo Editor	Fact Checker
Engineer	Associate Designer
Writer/Reporter	Producer (TI)
Digital Archivist	Production Assistant (TI)
Story Editor	Junior Writer/Reporter
Data Journalist	Junior Fact Checker
Digital Producer	
Video Producer	

At the beginning of each month the Employer will provide the Guild with a list of all bargaining unit employees, including their dates of hire, job titles, compensation, and, to the extent these are available to the Employer, genders, ethnicities, addresses, cell phone numbers, and email addresses.

2. UNION SECURITY

- a. The Employer agrees that it will not continue any employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later. This provision will not apply to non-unit employees whose job consists primarily of non-unit duties, or to non-unit employees who are temporarily placed in unit jobs to fill in for unit employees who have been assigned elsewhere (for a period not to exceed three months).
- b. The failure of any employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the

Employer to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Employer and the employee.

- c. Nothing in this Article shall be construed to require the Employer to cease employing any employee if the Employer has reasonable ground for believing that:
 - i. membership in the Union was not available to such employee on the same terms and conditions generally applicable to other members; or
 - ii. such employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.
- d. If the Employer should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

3. DUES CHECKOFF

- a. The Employer agrees that upon 30 days' notice thereafter from the Guild, it will deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

WRITERS GUILD OF AMERICA, EAST

"I, the undersigned, hereby authorize and direct First Look Media to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve-week period) as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for

successive periods of one year thereafter with the same privilege of revocation at the end of each such period.”

WITNESS: _____ SIGNATURE: _____ DATE: _____

- b. The Guild shall indemnify and save the Employer harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments

4. DISCIPLINE, DISCHARGE AND LAYOFF

- a. Employer shall have the right to discipline, demote, suspend, or discharge employees for just cause, which shall include, but is not limited to, misconduct, poor performance, failure to comply with applicable laws and regulations, failure to comply with reasonable Employer policies and procedures that have been communicated to employees, theft, violence, breach of confidentiality, and/or security requirements.
- b. Employer shall have the right to discharge or otherwise discipline any bargaining unit employee from his or her position if, in the Company’s judgment, the employee does not meet Employer’s standards for editorial content, editorial quality, editorial security, and/or professional journalistic ethics, provided those standards have been clearly communicated, and provided the employee has been given notice of the ways in which the employee has failed to meet those standards and an adequate and reasonable period in which to improve. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the procedural requirements of this paragraph were met and that the decision was made for one of these editorial-based reasons. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the editorial judgment of the Company and must uphold the discharge or other disciplinary action. Any employee terminated pursuant to this provision shall be entitled to severance pay and COBRA reimbursement (in exchange for a general release) as set forth in the next subsection.
- c. In the event of a layoff or termination for editorial reasons as set out in (b) above, an employee shall receive (upon execution of a general release in a form provided by and acceptable to the Employer), two (2) weeks’ pay per year of service, with employees who have worked at least one year receiving a minimum of eight (8) weeks’ severance pay, except that for a termination for editorial reasons, the minimum severance shall be twelve (12) weeks. An employee with more than six (6) months but less than twelve (12) months’ service shall receive a minimum of four (4) weeks’ severance pay. The Employer will reimburse a laid off employee

or an employee receiving severance in accordance with Paragraph 4(b) above for COBRA payments made to continue health insurance during the severance period.

5. **PROBATIONARY PERIOD**: All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement.

6. **MANAGEMENT RIGHTS**

- a. Management of The Intercept, and all related projects and ventures (including, but not limited, to projects and ventures related to advertising, social media, and live events) is vested exclusively with the Employer. Except as otherwise provided in this Agreement, the Union agrees that Employer has the right to establish, plan, direct and control Employer's missions, projects, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control Employer operations; to alter, extend or discontinue existing equipment, operations, technologies, facilities, and location of operations and programs; to determine and modify the number and qualifications for staff, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of employees is evaluated; to establish and require employees to observe Employer policies, rules and regulations; to establish or modify its hours of operation; to assign work locations; to schedule hours of work; to recruit, hire, transfer, or layoff; and to exercise sole authority on all decisions involving editorial content. The Employer will not layoff bargaining unit employees as a direct result of subcontracting bargaining unit work.
- b. Employer shall have the right, in its sole discretion, to require new employees to submit to background checks.
- c. Employer shall have the right, in its sole discretion, to subcontract bargaining unit work and assign bargaining unit work to non-unit employees, including, but not limited to, fellows, outside bloggers or other outside contributors, and independent contractors.
- d. Employer shall have the right, in its sole discretion, to continue to use freelancers and independent contractors to perform work which would otherwise be covered by this Agreement.
- e. The Employer may make and/or continue and from time to time add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business. The Employer must communicate all such rules and regulations to the employees.

- f. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Employer existing prior to the signing of this Agreement are retained by Employer and remain exclusively and without limitation within the rights of management.

7. **DIVERSITY**

- a. The parties share a commitment to diversity and inclusion.
- b. *Diversity Committee*
 - i. A Diversity Committee of both bargaining unit members and editorial management will convene within 60 days of the ratification of this Agreement. Thereafter, the committee will meet quarterly to discuss, assist and partner with Human Resources and management on current and potential diversity and inclusion initiatives at The Intercept with regard to recruitment, selection, retention, mentorship, and advancement, as well as diversity and inclusion issues related to editorial coverage. The committee will also discuss and make recommendations with respect to the use of resources budgeted for such initiatives.
 - ii. The committee may also discuss with management specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists “NABJ”).
 - iii. The bargaining unit will select the members of the committee from the Union side.
- c. *Information and Data*
 - i. The Employer will conduct an annual demographic survey providing newsroom employees an anonymous opportunity to self-identify with respect to, among other things, race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed. The report will be provided to the Union.
- d. *Open Job Positions*
 - i. When the Employer seeks candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, (a) the position will be posted for a minimum of two weeks, and (b) the Employer will ensure that it interviews at least two (2) candidates from groups traditionally underrepresented in journalism (i.e., women, people of color, or those identifying as LGBTQ+) prior to making a hiring decision. When a position is created for a specific candidate (i.e., when, prior to the creation,

the position was not part of the Board-approved headcount), the Employer will notify the Union in writing after the employee has accepted the position as to the basis for the decision not to post and interview for the position.

- ii. The Employer will make a good-faith effort to circulate postings in a manner that assists in the recruitment of candidates from groups that have been traditionally under-represented at The Intercept and within the journalism industry.
- iii. A Diversity Committee representative shall participate on each hiring committee.
- iv. The Employer will maintain a list of open bargaining unit positions at The Intercept, a list of places where such open positions are posted or otherwise disseminated (e.g., websites, listservs, social media groups), as well as any planned recruitment for bargaining unit positions. These lists shall be available to members of the Diversity Committee.

8. **EDITORIAL STANDARDS**

- a. Editorial content decisions shall be made by editorial management and editorial staff (as appropriate) only (subject to legal and similar review and compliance).
- b. While the Employer shall at all times maintain editorial control over what appears on The Intercept, this shall not be construed to limit in any way sponsorships, third-party partnerships with commercial or non-profit organizations, or other similar business development initiatives.
- c. The Employer reserves the right to manage and control the business strategy and editorial direction, including the right at all times to choose whether or not to direct resources to any aspect of the news gathering operation.
- d. Bargaining unit members shall not be required to work on Native Advertising and Branded Content; provided, however, that the Employer reserves the right at all times to place editorial content on sponsored pages or any other distribution platforms. Native Advertising and Branded Content for the purposes of this agreement shall be defined as content that resembles news, feature articles, product reviews, entertainment and other material but is created specifically for an advertiser.

9. **OUTSIDE ACTIVITIES AND FREELANCING**

- a. For purposes of this Agreement, "freelancing" shall be defined as any outside journalistic employment, contracting, professional and/or comparable activities, which are paid, unpaid or self-employment in any medium. Freelancing shall not, however, include nonprofit journalistic work wholly unrelated to the types of

content published by The Intercept or any parent, subsidiary, or related entity of The Intercept (each an "Intercept Entity") business and/or the employee's employment with The Intercept.

- b. Employees must receive prior approval from management to engage in any freelancing. Management will respond promptly (within a week at the longest) and will evaluate freelancing requests in good faith by considering the following factors:
 - v. The proposed freelancing must not interfere in any way with the employee's performance of his or her job;
 - vi. The proposed freelancing must not conflict in any way with any Intercept Entity and its interests or create any form of journalistic or other actual or perceived conflict of interest;
 - vii. Whether there are plans to assign the employee or another employee a similar piece or project; and/or
 - viii. Whether the freelancing would be for a direct competitor or is otherwise competitive with any Intercept Entity.
- c. If management decides not to approve a freelancing request it will tell the employee the reasons.
- d. It shall, at all times, remain within the Employer's discretion to approve any request to freelance.

10. INTELLECTUAL PROPERTY

- a. The Employer retains intellectual property rights of work created by bargaining unit employees that constitute "Created Product" as defined by the Employee Assignment and Confidentiality Agreement ("EAC") (attached as Appendix A), which shall be executed by all bargaining unit employees.
- b. Bargaining unit employees retain the rights to all work not considered "Created Product" under the EAC.
- c. If an employee seeks to reuse Created Product created by the employee, or to create a new work (e.g., books/e-books, films, TV, video games or digital video programs) based on content created by a bargaining unit employee as part of his/her employment with The Intercept, the employee must inform the Employer in writing (email sufficing) and the Employer shall have twenty business days following receipt of such notice to indicate whether the employee may proceed with this reuse or new work. If the Employer wishes to participate in the creation or distribution of this work (reuse or Derivative), the terms set forth in Paragraph 11 will apply.

11. DERIVATIVE WORKS

- a. If Employer or any related entity chooses to create new work (e.g., books/e-books, films, TV, video games or digital video programs) based on content created by a bargaining unit employee as part of his/her employment with The Intercept (“Derivative Work”) or to reuse the employee’s work in a different format (e.g., to include an article in a book), or to license the work to a third party, the employee will be notified and consulted about that new work or reuse or licensing and receive appropriate credit in such work.
- b. For the purpose of clarity, Derivative Work does not include the republication or redistribution of work on any other website or application, social media platform, etc., even if such work is reformatted or edited for such purpose.
- c. Any additional compensation for a Derivative Work shall be governed by the Derivate Work Policy set forth in Appendix B.

12. LABOR MANAGEMENT COMMITTEE

A committee comprised of an equal number of bargaining unit members and editorial management will convene within 60 days of the ratification of this agreement. Thereafter, the committee will meet quarterly to discuss issues concerning employees at The Intercept and other issues the members mutually agree to discuss (e.g., staffing, work load, freelancing, etc.)

13. COMPENSATION

- a. Wage Increases:
 - i. All full-time bargaining unit employees on the payroll as of the date of ratification of this Agreement will receive a 3% wage increase or, if the employee currently has an annual salary of \$85,000 or less, than a \$3,000 wage increase. All part-time employees will receive a 3% wage increase.
 - ii. Effective March 1, 2019, all bargaining unit employees will receive a 3% wage increase.
 - iii. Effective March 1, 2020, all bargaining unit employees will receive a 3% wage increase.
- b. The Employer will establish the Professional Level Definitions and Minimums as set forth in Appendix C.
- c. Employer shall have the right, at any time, to compensate any bargaining unit employee at a rate higher than the minimum set forth in this Agreement, at its discretion. The payment or non-payment of such higher rates shall not be subject to negotiation or the grievance procedure of this Agreement.

- d. Employer may continue and/or create merit and bonus plans and programs, all terms of which, including the right to amend and/or eliminate the plans and programs, shall continue to be within the sole discretion of Employer.
- e. The Employer shall have an annual performance review process. As part of that review process, each bargaining unit employee will have the opportunity to discuss any request they may have for additional compensation, promotion, or title change. If such a request is made and not accepted, it shall be addressed in writing, as part of either a formal evaluation or otherwise.

14. EMPLOYEE BENEFITS

- a. Except as expressly set forth below, the Employer may continue to add, modify, or eliminate any employee benefit plan or policy without negotiation with the Union.
- b. *Health Insurance*
 - i. The Employer shall continue its current health care cost sharing “Maximum Employer Contribution” of:

	California	Outside California
Employee	\$449.40	\$506.10
Employee + Spouse	880.32	\$992.46
Employee + Children	\$808.08	\$911.82
Employee + Dependents	\$1167.60	\$1316.70

- ii. The Maximum Employer Contribution shall increase by a maximum of 5% per year each on October 1, 2018, 2019 and 2020. If the average cost for the Employer provided health insurance plans increases by less than 5%, the Maximum Employer Contribution shall increase only by the average cost increase.
- c. *401K Plan* – The Employer shall maintain its current 4% 401k match.
- d. *Sick Leave and Paid Time Off*
 - i. The Employer will implement the Discretionary Time Off Policy attached as Appendix D effective October 1, 2018.
 - ii. The Union and Employer agree that the benefits provided herein exceed those provided for by the New York City Sick Leave Act, and, therefore, the provisions of that law are expressly waived by this Agreement.

- e. *Parental Leave* – The Employer shall provide all new parents (either by birth or adoption) four (4) month paid parental leave. This parental leave shall be available for foster parenting. This parental leave for foster parenting shall be available once every three (3) years.

15. GRIEVANCE AND ARBITRATION

- a. *Scope* - Every grievance arising from the application or interpretation of this agreement will be adjusted as set forth in paragraphs b. through e.
- b. *Step One: Informal Discussion* - If a dispute arises regarding the application or interpretation of this Agreement, an employee or group of employees may present the claim to the appropriate manager or supervisor to discuss and attempt to resolve it.
- c. *Step Two: Grievance* - If a dispute is not resolved or submitted for informal discussion, the Union may submit a grievance in writing to the Employer's President or other appropriate Employer designee.
 - i. Grievances shall be filed within ninety (90) calendar days of the facts giving rise to the grievance.
 - ii. After a grievance is filed, an Employer designee and the employee or employees concerned and a Union representative (to be designated by the Union) will meet promptly to discuss the dispute in an effort to resolve it. A decision will be made and issued in writing within ten (10) days of the meeting.
- d. *Step Three: Arbitration*
 - i. If the grievance is not resolved using the steps in the forgoing paragraphs, the Union may submit it to arbitration.
 - ii. The Employer and the Guild will select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties.
 - iii. If the grievance is not submitted to arbitration under this paragraph within ninety (90) days after the completion of Step Two, it will be barred.
 - iv. The fees and expenses of any arbitrator will be shared equally by the parties.
- e. *Arbitrator's Powers* - The arbitrator will not have any power to add to, subtract from, or otherwise amend this agreement.

16. **DURATION:** This agreement shall be effective from the date of ratification by the Guild and the Employer's Board of Directors and shall expire on June 30, 2021.

For: The Writers Guild of America, East



Name: Lowell Peterson

Title: Executive Director

Date: 8/2/18

For :First Look Media Works, Inc.

DocuSigned by:
Michael Bloom

67D26173E03549D...
Michael Bloom

Name: _____

Title: President & CEO

Date: 7/27/2018

Appendix A

Employee Assignment and Confidentiality Agreement

Appendix B

Derivative Work Policy

This Derivative Work Policy outlines compensation to be provided to bargaining unit members credited with a byline published in TI (“Author”). FLMW has exclusive rights to monetize Author’s work product for any and all works. The Policy applies to the publication of books and compilations of written derivative works (“Written Works”) and the creation of other derivative works, including but not limited to film, television programming and other audio/visual works (“Other Works”).

1. Written Works

a. Created, developed or published by FLMW, with or without a third-party publisher, including but not limited to compilation of articles, creation of books, production of e-books: no compensation.

b. Created by the Author(s) and self-published or published by a third-party publisher with permission by FLMW, such permission not to be unreasonably withheld:

i. Compilations of Articles, initially published in TI: 50 percent of TI’s royalty, including any advance.

ii. Books written by Author concerning subjects covered by Author for TI: 100 percent of any revenue received for any book, and subsequent derivatives, based on reporting previously published in TI.

2. Other Works

a. A one-time bonus of \$2,000, for each Author, once FLMW expends any external expenditure to develop Other Work, such as, for example, engaging a writer.

b. Author to receive 100 percent of any payment for consulting or life rights.

c. Author will receive appropriate credit or other appropriate recognition for any Other Work developed by FLMW.

Appendix C

Professional Level Definitions

P1 Entry Level

Works closely with senior staff who provide assignments as well as guidance, supervision, and direction. Collaborates with team members on projects, takes assignments, generates and proposes project ideas.

Current Internal Titles Include: Junior reporter, fact-checker, junior designer, assistant editor.

P2 Intermediate

Requires expanded knowledge and experience. Developing areas of specialty and audience. Cultivates sources, contacts, skills, etc. as appropriate. Works closely with senior staff who provide assignments as well as a moderate level of guidance, supervision, and direction. Collaborates with team members on projects, takes assignments, generates and proposes project ideas. Provides guidance to entry-level employees.

Current Internal Titles Include: Associate reporter, associate editor, associate designer, associate research editor, digital producer, copy editor.

P3 Career

Requires in-depth knowledge and experience. Deepens areas of specialty. Broadens audience and impact. Continues to cultivate sources, contacts, skills, etc. Works closely with senior staff but requires minimal day-to-day supervision. Develops leadership skills. Collaborates on projects with other team members, takes assignments, generates and proposes project ideas. Acts as a resource for other team members and colleagues with less experience. May lead projects with limited risks and resource requirements.

Current Internal Titles Include: Reporter, story editor, producer, engineer, research editor, archivist, data journalist.

P4 Specialist

Requires specialized knowledge and skills, deep expertise and creativity, and general knowledge of related areas. Demonstrated ability to reach a wide audience and/or create major journalistic impact. Recognized by industry peers as a leader in the field. Broad network of sources and/or contacts. Works independently and collaborates with team members on projects. Generates and proposes project ideas but also takes assignments when appropriate. Acts as a resource and leader for colleagues and team members. Leads teams and/or projects with moderate to heavy resource requirements, risk, and/or complexity.

Current Internal Titles Include: Senior reporter, senior research editor, senior photo editor, senior designer, senior engineer, senior producer, senior archivist.

Salary Minimums

Senior Career Level	FLMW Base Salary Min. Salary
P4	\$105,000
P3	\$80,000
P2	\$60,000
P1	\$55,000

Appendix D

First Look Media – Discretionary Time Off Policy (DTO)

Our Discretionary Time Off (DTO) policy is intended to support a healthy balance between our work and personal lives. We strive to create a flexible workplace where people can achieve great things while also having ample time for their families, rejuvenation, and exploring outside interests.

The success of our DTO policy requires open communication and alignment with business planning. We trust that our managers can adequately determine work needs and coordinate time off plans with employees. We believe that we have hired the best and brightest at *First Look Media* and are committed to treating our people like responsible professionals.

We seek to create an organization that is policy-progressive and implements programs that are aligned with the reality of how the workplace has been transformed by the digital revolution. We also must increase our agility as a business and reduce administration in order to achieve our goals in a competitive marketplace.

Therefore, the DTO plan does not provide a pre-determined number of paid time off days and provides employees (with their manager's approval) with the freedom to decide when and for how long they will take time off within a certain set of parameters. In addition, we are setting a minimum requirement of ten days that must be taken each year. Here's how it works:

- For planned time off, employees must seek their manager's approval, which shall not be unreasonably withheld and requests should be made in advance on the following timetable:
 - For one or two days, one week in advance;
 - For three to five consecutive days, two weeks in advance;
 - For five to ten consecutive days, four weeks in advance;
 - For any time off that is more than ten consecutive days, three months in advance and have second level of approvals from executive team member;
- In the event of an illness or other unexpected need to be absent, the employee should proceed as follows:
 - Contact their manager of the fact no later than the time they are scheduled to start work that day, unless there is an exigent circumstance, in which case the employee must inform the manager as soon as possible. If an employee fails to return to work following his/her sick time off without manager approval, employment will be terminated for job abandonment as per the FLM Employee Handbook.
 - Paid time off for your own illness will be paid as follows:
 - Unexpected absences of up to five days will be on paid time.
 - Absences for an illness longer than five days will require the employee to apply for Short Term Disability, and payment for such absences will be in accordance with the Short Term Disability policy (and Long-Term Disability if applicable). I
 - Paid time off for the care of others will be paid for up to five (5) total days

(inclusive of other sick time taken by the employee) in accordance with the provisions of the New York Earned Sick Time Act. Any other time off for the care of others will be unpaid and in accordance with our Family and Medical Leave Act policy.

The Company reserves the right to request documentation for all sick time requests.

- Where applicable, all time off for illness will run concurrent with leave under the Family Medical Leave Act.
- Nothing in the policy otherwise modifies our Family Medical Leave Act policies

Eligibility/Limitations:

- Full-time permanent employees are eligible (30+ hours per week)
- We no longer “accrue” paid time off
- There is no payout upon termination of employment and no carry-over of time into the following calendar year
- We believe that rest and recuperation is essential and all employees must take a minimum of 2 weeks off per year. You should discuss and schedule with your manager as outlined in the policy
- Non-exempt employees must continue to track time due to hourly status
- Abuse of the policy by a manager (for not allowing time off) or employees (for taking and not attending to work responsibilities) will be managed through a performance improvement plan
- If an employee believes their manager has unreasonably denied a request for planned time off the employee may seek approval from that manager’s supervisor or manager.
- As is the case currently, the manager may decline a request based on business needs, while working with employee to find dates that work for both the business and the employee
- The manager may also request that the employee be available on an as-needed basis while away, particularly if the DTO is longer than five consecutive days

Best Practices:

- Insure that there is a clear understanding of business deliverables and timelines; set and manage clear performance expectations
- Monitor and discuss results on a regular basis
- Plan ahead - discuss scheduling time off as part of business planning at staff meetings on a monthly basis and 1-1 between manager and employee
- Maintain scheduling balance amongst co-workers and teams to insure fair and consistent time off process
- Employees should exercise discretion in choosing days off to achieve appropriate work/life balance consistent with their professional obligations
- Limit requiring an employee to check in while taking time off