

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO

AND

COMMITTEE TO PROTECT JOURNALISTS

December 8, 2020 – December 31, 2023

COLLECTIVE BARGAINING AGREEMENT

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE, the Guild, or the Union, and the Committee to Protect Journalists, hereinafter called CPJ, the Employer, or the Organization, agree as follows:

ARTICE 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 regular fulltime and regular part-time employees in the United States in the following job titles for CPJ, and excluding all managers, independent contractors, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

Advocacy Associate
Assistant (inclusive of Executive Assistant, Administrative Assistant)
Audience Engagement Associate
Communications Associate
Advocacy Associate
Development Associate
Digital Manager
Editor (inclusive of News Editor)
Fellow (James W. Foley, Patti Birch)
Major Gifts Officer
Multimedia Producer
Program Assistant
Program Coordinator (inclusive of Africa, Asia, Europe & Central Asia, Middle East & North Africa, North America, South & Central Americas)
Program Manager
Reporter (inclusive of Tech)
Research Associate (inclusive of Africa, Asia, Europe & Central Asia, Middle East & North Africa, North America, South & Central Americas)
Researcher (inclusive of ECA)
Senior Editor

Senior Researcher
Tech Manager
Washington Advocacy Manager

ARTICLE 2 - LABOR-MANAGEMENT COMMITTEE

- A. The parties shall establish a Labor-Management Committee consisting of three (3) bargaining unit members and three (3) Employer representatives (with the option of including additional representatives to discuss specific issues). The Committee shall convene within sixty (60) days of the ratification of this Agreement. Meetings shall last one (1) hour, unless modified by mutual agreement. The parties shall agree on an agenda at least one (1) week in advance of scheduled meetings. Within two (2) weeks of a scheduled meeting, bargaining unit representatives shall notify management if a non-employee will be attending the committee meeting. If the Organization’s non-employee is unable to attend the scheduled meeting, the meeting will be rescheduled. If Employer representatives plan to bring a non-employee to the Committee meeting, two (2) weeks’ notice shall be provided to the bargaining unit and the bargaining unit shall have a non-employee present at that meeting. If the Union’s non-employee is unable to attend the scheduled meeting, the meeting will be rescheduled.
- B. Nothing prevents the Labor-Management Committee from discussing Correspondent / IPN issues; diversity; issues around health and safety policies and ideas for financial contributions that may compromise the organization’s mission.
- C. Nothing prevents the Labor-Management Committee from discussing how to improve hiring practices for positions within the bargaining unit.
- D. The Committee shall have no authority to modify the Agreement or to bind either party to any agreement.
- E. The Committee shall meet at least quarterly to discuss workplace matters with the option, in case of emergency, to meet sooner.

ARTICLE 3 - GRIEVANCE AND ARBITRATION

- A. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a “grievance” or “grievances”) between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.
- B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than ninety (90) calendar days after the facts giving rise to the grievance.

The Employer and the WGAE shall meet within ten (10) days of receipt of the written grievance.

- C. If the grievance is not resolved, the grieving party may, within ninety (90) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within one hundred twenty (120) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision. No award in any such arbitration shall be retroactive to a date more than ninety (90) days prior to the date when the grievance was presented.
- D. The determination of the arbitrator shall be final and binding upon the Employer, the WGAE, and/or the represented bargaining unit employee(s); and the costs of the arbitration (e.g., arbitrator's fee, filing fees) shall be borne equally by the Employer and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.
- E. A failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law.
- F. The WGAE Agrees and acknowledges that it is unaware of any Employer employment policy or practice in effect as of the commencement of the term hereof that violates this Agreement, and the WGAE shall not grieve or otherwise object to any such current policy or practice of which it is aware.

ARTICLE 4 - MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Employer's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Employer content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Employer operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to

assign work to such represented employees in accordance with the requirements determined by the Employer, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Employer may determine to be necessary for the orderly or economical Employer operation.

ARTICLE 5 - NO-STRIKE/NO-LOCKOUT

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, unfair labor practice strike, or refusal to cross a picket line or any boycott or any other interference in the conduct of the business of the Employer for any reason whatsoever. Should an employee’s work require them to cross another Union’s picket line, they may discuss with their manager an alternative arrangement in order to perform their required duties. During the term of this Agreement, the Employer shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

ARTICLE 6 - COMPENSATION

	Minimum Salary
Assistant (inclusive of Executive Assistant, Administrative Assistant, and Program Assistant)	\$57,000 Effective 1/1/23: \$60,000
Audience Engagement Associate	\$61,500 Effective 1/1/22: \$62,500
Communications Associate	\$61,500 Effective 1/1/22: \$62,500
Advocacy Associate	\$61,500 Effective 1/1/22: \$62,500
Development Associate	\$61,500 Effective 1/1/22: \$62,500

Digital Manager, Tech Manager, Washington Manager, Program Manager	\$68,000 Effective 1/1/22: \$70,000
Editor (inclusive of News Editor and Features Editor)	\$68,000 Effective 1/1/22: \$70,000
Fellow (James W. Foley, Patti Birch)	\$57,000 Effective 1/1/23: \$60,000
Major Gifts Officer	\$78,000
Multimedia Producer	\$68,000 Effective 1/1/22: \$70,000
Program Coordinator (inclusive of Africa, Asia, Europe & Central Asia, Middle East & North Africa, North America, South & Central Americas)	\$83,000, Effective 1/1/23: \$85,000
Reporter (inclusive of Tech Reporter)	\$61,500 Effective 1/1/22: \$62,500
Senior Global Tech Correspondent	\$65,500 Effective 1/1/2022: \$66,000
Research Associate (inclusive of Africa, Asia, Europe & Central Asia, Middle East & North Africa, North America, South & Central Americas), Researcher (inclusive of ECA)	\$61,500 Effective 1/1/22: \$62,500
Senior Editor	\$73,000 Effective 1/1/23: \$75,000
Senior Researcher	\$66,000 Effective 1/1/22: \$68,000

	Effective 1/1/23: \$70,000
Interns	\$20/hr Effective 1/1/2022: \$23/hr Effective 1/1/2023: \$25/hr

- A. Internships shall last no longer than six (6) months. Nothing shall prevent interns at six (6) months from asking for employment at CPJ.
- B. Out-of-Title Pay: The Employer shall provide Out-of-Title pay. Bargaining unit employees performing work in a position having a higher salary grade shall, during the time they are assigned to work in such position after ten (10) weeks, be paid at a rate equal to the minimum salary for the higher grade or an additional 5% of the employee’s salary added to their existing salary, whichever is higher.
- C. All bargaining unit employees shall receive a 3.25% raise retroactive to January 1, 2020, or an increase to the above minimum salary, whichever is higher (inclusive of the 2% January 2020 raise).
- D. Effective January 1, 2021, all bargaining unit employees shall receive a 2.25% raise. If the Employer offers non-bargaining unit employees a general increase in excess of 2.25%, the bargaining unit increase shall be increased to match the general increase for non-unit employees.
- E. Effective January 1, 2022, all bargaining unit employees shall receive a 2.5% raise, If the Employer offers non-bargaining unit employees a general increase in excess of 2.5%, the bargaining unit increase shall be increased to match the general increase for non-unit employees.
- F. Effective January 1, 2023, all bargaining unit employees shall receive a 2.5% raise. If the Employer offers non-bargaining unit employees a general increase in excess of 2.5%, the bargaining unit increase shall be increased to match the general increase for non-unit employees.

ARTICLE 7 - UNION SECURITY

- A. Union Security:
 - i. Except where prohibited by law, the Employer agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (“Agreement”) unless he/she is a member in good standing of the Union, has made application for membership in the Union or for “agency fee” status within thirty (30) days

following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

ii. Except where prohibited by law, the failure of any bargaining unit 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 thirty (30) days after such notice is received by the Employer and the bargaining unit employee.

iii. Nothing in this Article shall be construed to require the Employer to cease employing any bargaining unit employee if the Employer has reasonable ground for believing that:

1. membership in the Union was not available to such bargaining unit employee on the same terms and conditions generally applicable to other members; or

2. such bargaining unit employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the bargaining unit employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

B. Dues Checkoff:

i. The Employer agrees that upon thirty (30) days' notice thereafter from the Guild, it shall 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 bargaining unit 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

"I, the undersigned, hereby authorize and direct the Employer to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, 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 (1) 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: _____

- ii. 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.
- iii. Dues shall be deducted on each payday.
- iv. The Organization shall not prevent new employees from meeting with Shop Stewards to review the terms of the collective bargaining agreement subject to mutual scheduling concerns and the needs of the business. Such meetings shall last no longer than thirty (30) minutes.
- v. Job Postings: Bargaining unit job postings will include “this is a position covered under the Writers Guild of America East Collective Bargaining Agreement.”
- vi. In addition, in the event the employment of any bargaining unit employee terminates, the Employer shall notify the Guild within two (2) business days of termination, of the name of the bargaining unit employee and the date of termination.
- vii. On a quarterly basis, the Employer shall supply the Guild with a list containing the following information for each bargaining unit employee:
 - 1. name, home address, gender (if self identified by bargaining unit employee), race (if self identified by the bargaining unit employee), date of birth;
 - 2. contact info including work email, personal email, cell phone, and home address;
 - 3. hire date;
 - 4. job title and job descriptions;
 - 5. salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
 - 6. any merit increases granted by name of the bargaining unit employee, individual amount, resulting new salary, and effective date;
 - 7. salary changes by reason thereof, and effective date;
 - 8. resignations, retirements, deaths;
 - 9. and other revisions in data from the prior month.
- viii. The Employer shall furnish to the Guild in writing, within thirty (30) days after a new employee’s employment commences, the name, date of birth, address, telephone number, personal email, address, gender, minority group status (if such information is

obtained by the Employer at the time of hire), date of hiring, job title and description, salary of any person hired after the date of this Agreement. This information shall be provided in electronic format.

ARTICLE 8 - HEALTH AND SAFETY/SEXUAL HARASSMENT/WORKPLACE CULTURE

- A. The Employer will provide its employees with a safe and respectful work environment. Should an employee believe they are being placed in an unsafe, unhealthy work environment, the employee should immediately escalate their concerns to their supervisor or HR, or any other channels provided to employees to report such concerns. All concerns raised with the Employer will be properly handled and addressed. This provision shall not be subject to the arbitration provisions of this Agreement. Before the office is reopened, management shall discuss mail and parcel safety issues along with other health and safety concerns with the Union (i.e. private work spaces).
- B. Bargaining unit employees without representational roles shall be consulted on whether or not they want their personal information included on the website and/or in other Employer materials.
- C. The Employer shall continue to offer risk assessments for new hires in representational roles.
- D. The Employer shall continue to enforce its harassment policy and abide by all local, city, state and federal laws, and ensure that the harassment policy is available to all bargaining unit employees. As per law, the anti-harassment training shall apply to all staff.
- E. A bargaining unit employee may, at their sole and complete discretion, bring a Union representative with them to the initial meeting in which they wish to make a harassment complaint. Subsequently, the bargaining unit employee shall have the right to be accompanied by a Union representative at any meetings with the Employer concerning the claim. Should a Union representative accompany a bargaining unit employee to any such meetings, the Union representative may not share anything discussed or learned in such meetings with other employees, or any third party, except to consult relevant experts, WGAE representative staff, WGAE leadership or WGAE inside or outside counsel. Nothing prevents the Union representative from making an arrangement with the Organization for exceptions. Any Union representative who accompanies a bargaining unit employee initiating a claim, or any Union representative who participates subsequent to the initial meeting, may not be involved in any way in representing a bargaining unit employee against whom the complaint has been made with respect to this allegation.
- F. Nothing in this Agreement prevents a bargaining unit employee to seek legal remedy.
- G. Bargaining unit employees shall not be retaliated against for making claims under this Agreement.

- H. CPJ is committed to complying fully with the Americans with Disabilities Act (ADA) as well as applicable state and city disability laws, and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Consistent with this policy, CPJ will provide reasonable accommodations to qualified individuals with a disability, as defined by the ADA or state or local law, provided that such accommodation does not constitute undue hardship for CPJ.

Employees must contact their supervisor or the Director of Finance and Administration to request an accommodation. CPJ encourages individuals with disabilities to come forward and request reasonable accommodation. CPJ expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith.

ARTICLE 9 - HIRING/DIVERSITY/NONDISCRIMINATION/INCLUSION

A. Hiring:

- i. All job announcements for positions within the bargaining unit will include a statement identifying that the position is within the bargaining unit, as well as a standard EEO statement.
- ii. Job offer letters shall include the position title, starting salary, and shall attach the job description.
- iii. The Employer will not request that an applicant for a position within the bargaining unit report their salary from previous employment prior to extending an offer of employment which includes a salary offer.
- iv. Bargaining unit members who apply for other jobs within the Organization are protected against retaliation for so doing.
- v. Upon request, the Employer will provide any bargaining unit member involved in the hiring process with assistance during hiring.

B. Diversity, Nondiscrimination, and Inclusion within the Unit:

- i. The Employer will make a concerted effort to advertise open positions in the bargaining unit widely, in particular in places with high exposure to underrepresented groups, to attract a diverse candidate pool. This will include efforts to recruit from diverse candidate sources, including organizations focused on BIPOC, people who identify as LGBTQ+, people with disabilities, first generation college graduates, and people from lower income socioeconomic backgrounds.
- ii. The Employer will track the self-identification of race/ethnicity of bargaining unit hires based on EEOC guidelines, and allow bargaining unit employees to self-identify

their gender and sexual orientation. The Employer will provide the Union with semi-annual reports on the diversity of applicant pools and employees within the bargaining unit, aggregated sufficiently to protect individual privacy. Within ninety (90) days of ratification, the Employer will implement a system for tracking self-reported bargaining unit applications and hire data. The Employer will provide such data to the Union.

- iii. The Organization's Diversity Committee will engage with a third party to undertake a climate assessment within one hundred twenty (120) days of ratification of this agreement. The Employer shall give commercially reasonable considerations to the recommendations of the third party.
- iv. The Union and the Employer recognize the value of a diverse workforce, and are committed to an inclusive workplace free of discrimination. The Employer will comply with the law including but not limited to New York State, New York City, and District of Columbia law regarding both employment nondiscrimination and "Ban the Box."
- v. Time off with pay shall be granted for immigration purposes. Unit members shall be in regular contact with immigration counsel or the Organization on the status of any immigration process they are the subject of.

ARTICLE 10 - VISA SPONSORSHIP

The Employer shall continue to reimburse the governmental costs of visas it is sponsoring on behalf of employees it has engaged, and to directly engage and cover the legal fees of the lawyer selected by CPJ for obtaining the visa.

ARTICLE 11 - OFFER LETTERS AND INDIVIDUAL AGREEMENTS

- A. This Agreement contains the minimum terms and conditions of employment. Nothing in this Agreement shall be deemed to prevent the Employer, at its sole discretion, from providing potential bargaining unit employees with offer letters with terms and conditions of employment in excess of the minimum terms and conditions provided for herein.
- B. The Employer will not require as a condition of employment that any bargaining unit employee enter into (a) mandatory arbitration provision for employment claims not covered by the terms of this collective bargaining agreement, or (b) a post-employment non-competition agreement, or (c) a post-employment non-disparagement agreement.

ARTICLE 12 - CAREER DEVELOPMENT/STAFFING/WORKPLACE

- A. Bargaining unit employees shall be afforded the opportunity to apply for all open positions within the organization. The Employer shall continue to ensure that current bargaining unit employees have at least one (1) week to apply for any open position within the bargaining unit prior to posting it publicly. The Employer will continue to

inform bargaining unit employees about any posted job. This provision shall not apply to internal promotions.

- B. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the bargaining unit employee's request to discuss the bargaining unit employee's career opportunities.
- C. Each bargaining unit employee shall meet with their supervisor at least once per year for the purposes of receiving a review of their performance. A record of the review shall be provided within thirty (30) days.
- D. If an existing bargaining unit employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Employer representative. Such feedback shall be provided within thirty (30) days. Upon providing such feedback, the Employer does not have to provide feedback for a requested promotion, raise or title change that is not agreed upon within one (1) year of the original request. This provision shall not be subject to the arbitration provisions of this Agreement.
- E. Upon the request of a bargaining unit employee, the Employer shall inform the bargaining unit employee of any minimum qualifications for a job to which the bargaining unit employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Employer uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Employer, unless otherwise specified in this Agreement.
- F. All salary increases not required by this Agreement shall be communicated to the affected bargaining unit employees in writing.
- G. The Employer shall maintain written job descriptions for all bargaining unit positions, which may change from time to time at the Employer's discretion. The Organization shall discuss with the union and affected employees of any substantive, permanent changes to written job descriptions. Upon request, bargaining unit employees will be provided the job descriptions of the job they occupy, and may make a request for any job for which they wish to apply.
- H. Employees shall have opportunity to request to participate in missions, training, conferences, speaking engagements, professional development and other similar events. If an employee requests participation in missions, trainings, conferences, speaking engagements, professional development and other similar events and if they are denied, the employee may request to meet with their supervisor or a designated Employer representative to receive feedback on the denial (in the case of a denial of a request to participate in a mission, conferences and speaking engagements, the feedback shall be in

writing). Such feedback shall be provided within thirty (30) days. This provision shall not be subject to the arbitration provisions of this Agreement.

- I. The Employer shall provide the Union a form that bargaining unit employees can use to anonymously review their supervisor or manager. Should a bargaining unit employee wish to complete an anonymous review, they will request the form from the Union, and return it to the Union, which will then forward the form to a designated Employer representative. Alternatively, a bargaining unit employee may follow the Employer's whistleblower policy.

ARTICLE 13 - REMOTE/FLEX TIME

A. Working Remotely Short Term:

Sometimes, a bargaining unit employee may need to work remotely in the short term. This can be done with prior approval of the bargaining unit employee's supervisor. Anyone who wishes to work remotely in the short term must request permission and obtain approval in advance. Once approval is given, supervisors must post a working remotely message in the appropriate Slack or other communications channel. If approval is not granted, supervisors will provide an explanation in written form. Such decisions over short term remote-work arrangements shall not be subject to the arbitration provisions of this Agreement.

With supervisor approval, bargaining unit employees may change their working hours from time to time to accommodate factors such as childcare, volunteer work, and courses. Bargaining unit employees may request that their supervisor change their working hours, which shall remain in the discretion of the Organization. Such requests shall not be unreasonably denied.

B. Long Term:

Working remotely for longer than a day or two must be balanced against the needs of the organization with consideration made of the specific duties and responsibilities of the bargaining unit employee's job. The decision to approve a remote-work arrangement will be based on factors such as availability of work that can be performed remotely, position and job duties, performance history, related work skills, and the impact on the organization

Bargaining unit employees who would like to work remotely for longer than one or two days must outline the following in a written memo:

- i. Current work schedule.
- ii. Proposed new work schedule. This must be a fixed day or days of the week.
- iii. The location of remote work.
- iv. Time period including beginning and end dates.
- v. Proposed solutions to potential impact on work and staff.

Bargaining unit employees should forward the memo to their supervisor and the Director of Finance and Administration at least a month in advance, or as far in advance as possible. Supervisors will review and evaluate the request based on the needs of the department. If working remotely is approved, the supervisor will check in regularly about how the arrangement is working. This decision shall remain within the sole discretion of the Employer, and shall not be subject to the arbitration provisions of this Agreement.

- C. Exempt employees who are asked to work an extraordinary amount of time, i.e., working late at night, on weekends or holidays may be given compensatory days at the discretion of their supervisor. Compensatory days are not generally granted for routine CPJ travel but may be granted for extended trips of at least five (5) days.

ARTICLE 14 - WORKPLACE TRANSPARENCY

The Employer shall maintain an organizational chart, in electronic form, updated as necessary, in which bargaining unit employees can view the chain of command.

ARTICLE 15 - OUTSIDE WORK

A bargaining unit employee may hold a job with another organization as long the job does not present a conflict of interest and they satisfactorily perform their responsibilities with CPJ. All employees will be judged by the same performance standards and will be subject to CPJ's scheduling demands, regardless of any existing outside work requirements. Such decisions shall not be reviewable under the arbitration provisions of this Agreement.

ARTICLE 16 - FREEDOM OF EXPRESSION

CPJ shall not prohibit bargaining unit employees from freely expressing their opinions in their personal capacities, including but not limited to interviews, speaking engagements, social media, and approved outside written work, so long as the employee makes clear they are not speaking in their official capacity or on behalf of CPJ.

ARTICLE 17 - DISCIPLINE

- A. All bargaining unit employees shall be subject to a one hundred eighty (180) days probationary period, during which the Employer has the sole discretion to terminate employment.
- B. The Employer shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to bargaining unit employees for just cause, which shall include but is specifically not limited to:
 - i. misconduct;
 - ii. poor work quality and poor work performance;
 - iii. continued unsatisfactory performance after a period of review or feedback;

- iv. insubordination or other failure to perform your duties;
 - v. failure to comply with the Employer's policies;
 - vi. theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of the Employer's property;
 - vii. physical violence or threats of violence of any kind; and
 - viii. any other action or activity that rises to the level of requiring termination that is not arbitrary or capricious.
- C. Where appropriate, discipline should be progressive in nature and may include counseling elements such as training recommendations, corrective action plans, mentoring, accommodation, or rehabilitation. Progressive discipline shall not be required for conduct including, but not limited to, theft, fraud, physical violence or threats of any kind, violations of the Employer's harassment policies, plagiarism, etc. The Employer will provide the employee with copies of any written disciplinary action.
- D. Bargaining unit employees may be terminated immediately for gross misconduct. Examples of gross misconduct include but are not limited to plagiarism, breaches of journalistic ethics, violence, harassment, dishonesty, flagrant professional misconduct, theft, fraud and other financial misappropriations. If the Union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the alleged misconduct occurred.
- E. It is further understood that notwithstanding any of the above, for any bargaining unit employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed term period without any restrictions or any further obligations by the Employer. In addition, in the event the specific project to which a bargaining unit employee is assigned is cancelled, discontinued or ended for any reason, this paragraph shall not apply, and the Employer's rights to end employment shall not be restricted in any manner.

ARTICLE 18 - SEVERANCE

- A. In the event a bargaining unit employee is terminated pursuant to a reduction in force, job elimination or layoff, each such terminated employee will receive severance pay of two (2) weeks of severance per full year of service, with a minimum severance payment of eleven (11) weeks of severance pay, and a maximum severance payment of twenty (20) weeks of severance, in exchange for signing a standard Organization severance and release agreement.
- B. The Employer agrees to pay for the employee's continuing coverage under COBRA for the length of the relevant severance period.
- C. If an employee is offered the opportunity to resign (a/k/a a "buyout") they will receive at least that same package of severance pay and extended benefits. They will be afforded at least three (3) days to consider the offer before being required to accept or reject it.

- D. The Employer shall notify the Guild of a layoff in advance of notifying employees.
- E. An employee who is laid off and is rehired within one (1) year shall not suffer a break in continuity and shall have their prior years of service counted towards the following provisions of the Agreement.
- F. Upon being notified by the Employer of a date of termination pursuant to a reduction in force, job elimination or layoff, an employee who leaves for other employment before the proposed termination date, but after receiving notice of termination, shall nevertheless receive the full amount of severance pay they are entitled to under this Agreement.

ARTICLE 19 - LEGAL DEFENSE

If a bargaining unit employee is sued or charged under any federal, state, or local law, or is subpoenaed as a witness in connection with the bargaining unit employee's performance of work for the Employer that is within the scope of their authorized duties, the Employer shall defend and provide legal counsel for the bargaining unit employee at the Employer's expense. Final selection of such counsel will be at the discretion of the Employer. The Employer and the involved bargaining unit employee shall notify each other immediately upon receiving notice of such litigation or threat of litigation.

The legal support described above is subject to customary exceptions such as any fraudulent or criminal act or omission, or any intentional or knowing violation of the law or CPJ handbook policies. If a bargaining unit employee has questions regarding the policies or guidelines applicable to his or her specific duties, the bargaining unit employee should reach out to his or her manager and the legal team.

ARTICLE 20 - OFFICE

A. Office Location:

i. If the Employer moves 50% or more of bargaining unit employees to a new office space that is within fifty (50) miles of their current office space, the Employer shall notify the Union at least three (3) months in advance of the move, or if three (3) months is not possible because of unforeseen circumstances as much notice as is practicable given the circumstances of the potential move. If the Employer plans to move 50% or more of bargaining unit employees for any reason, the Employer shall discuss the effects of the move with the Union.

ii. If the Employer moves 50% or more of bargaining unit employees to a new office space that is more than fifty (50) miles from their current office space, the Employer shall notify the Union at least four (4) months in advance of the move. In the event of any move beyond city limits, the Employer shall discuss the effects of the move with the Union.

- B. Office Misc.: The Employer shall maintain private telephone space for employees. This provision is not subject to arbitration.

ARTICLE 21 - COMPENSATORY TIME/OVERTIME

- A. The regular workday for full-time employees in the office is an eight (8) hour period exclusive of breaks between 8am to 7pm, Monday through Friday, to comprise a forty (40) hour work week. The requirements for exempt employees may vary, depending on the particular needs and responsibilities of the position, and the events of the particular day, provided that it does not result in an unreasonably burdensome schedule or workload as is the current practice. Department heads will set hours depending on need. The regular hours of employees with jobs that cover areas outside of the eastern time zone will vary. Some jobs and departments require participation in events outside of these normal hours.
- B. CPJ employees and managers are required to comply with local law in terms of working hours and taking breaks. All employees, including those exempt from overtime requirements, are required to take a thirty (30) minute break after six (6) hours of work.
- C. Employees who are non-exempt are eligible for overtime pay at 1.5 times their hourly rate if they work more than forty (40) hours in a seven (7) day period, Monday through Sunday. All overtime work must be approved in advance by the employee's supervisor.

ARTICLE 22 - BENEFITS

- A. The Employer shall continue to offer bargaining unit employees the same benefits that it offers to non-bargaining unit employees, as may be changed from time to time, except as provided below.
- B. Employee Contributions to Health Care: Notwithstanding the above, for eligible bargaining unit employees, CPJ will continue to pay the entire medical premium for single medical plans. For dependent plans, CPJ will continue to pay 65% of the dependent premium after the cost of the single plan is deducted. Employees electing any other coverage other than single therefore, are responsible for paying 35% of the monthly premium after the cost of the single plan is deducted. Employee contributions to the plan are deducted from their paycheck as pre-tax dollars.
- C. Part-Time Employees Health Care: Those who normally work at least twenty (20) hours a week and less than thirty-five (35) hours may participate in the medical, dental and vision plans and are responsible for contributing 50% of monthly premium. Employee contributions to the plan are deducted from their paycheck as pre-tax dollars.
- D. Medical Expense Reimbursement Plan (MERP) (Employer Funded): CPJ shall continue to offer each employee who participates in CPJ medical insurance plans access to an employer funded Medical Expense Reimbursement Plan (MERP). The MERP provides each eligible employee funds to cover medical and drug expenses approved by the

insurer. Only medical expense covered and approved by the medical insurance plan are reimbursed. Out of network expenses are not covered by the MERP. The MERP does not cover eyeglasses, optometry or dental care. An employee has until March thirty-first (31st) of the following year to submit claims for expenses incurred in the plan year.

- E. Dental Insurance: Full-time employees and CPJ fellows can elect to be covered under CPJ's dental benefits plan. The plan is available on date of hire. Dependents are covered 100% by CPJ.
- F. Vision Insurance: Full-time employees and CPJ fellows can elect to be covered under CPJ's vision plan. Dependents are covered 100%.
- G. Life Insurance: CPJ shall continue to provide life, and AD&D (accidental death and dismemberment) insurance for all full-time employees.
- H. Short and Long Term Disability Insurance: CPJ shall continue to provide disability insurance for full-time employees.
- I. Retirement Savings - 401(k) Plan: CPJ shall continue to offer full-time employees a low-cost retirement plan in the form of a 401(k).
- J. Safe Harbor Accounts: After one (1) month of employment, CPJ contributes the equivalent of at least 3% of each eligible employee's salary to the plan into a safe harbor account. This happens automatically and is entirely employer funded. Should the Employer's Board of Directors approve an increase to the amount of the contribution, bargaining unit employees shall participate in the increase.
- K. Employee Deferrals: Qualified bargaining unit employees have the option of making pre-tax IRA contributions and/or after tax (Roth) contributions to the fund through voluntary payroll deductions.

ARTICLE 23 - LEAVE

- A. The Employer shall continue to offer bargaining unit employees the same paid time off and leave policies that it offers to non-bargaining unit employees, as may be changed from time to time, which currently include:
 - i. Holidays
 - ii. Sick Days
 - iii. Paid Time Off
 - iv. Jury Duty
 - v. Witness Time
 - vi. Time Off to Vote
 - vii. Bereavement Leave
 - viii. Paid Family Leave ("PFL")
 - ix. Parental Leave

- x. Unpaid Leave
- B. Floating Holiday: The Employer shall provide for one (1) paid floating holiday per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. In addition, the floating holiday may be used for Volunteer Time Off (“VTO”).
- C. New bargaining unit employees may use accrued PTO on the same basis as all other bargaining unit employees.
- D. Fellows shall accrue PTO on the same terms as staff employees. Temporary employees and interns are eligible to accrue five (5) vacation days.

ARTICLE 24 - EDUCATIONAL ASSISTANCE

The Employer shall continue to provide bargaining unit employees educational assistance on the same terms and conditions as are provided to non-bargaining unit employees, as may be changed from time to time.

ARTICLE 25 - EXPENSES

The Employer shall continue to provide bargaining unit employees with the travel expense and reimbursement policies on the same terms and conditions as are provided to non-bargaining unit employees, as may be changed from time to time.

ARTICLE 26 - SEPARABILITY, SAVINGS AND SUCCESSORSHIP


- A. If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.
- B. In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.
- C. This Agreement shall be binding upon the parties hereto and shall be binding upon any successor employer as defined under labor law. However, any such legal successor will not be obligated to assume the provisions of this Agreement which relate to benefit plans or policies which are currently provided by the Organization. It is understood that if such legal successor does not assume some or all of the provisions of this contract which relate to benefit plans or policies, that the successor or assignees must bargain in good faith with the Union as to what replacement benefit plans or policies shall be provided.

ARTICLE 27 - TERM OF AGREEMENT AND NEGOTIATIONS


- A. This Agreement shall be effective as of the 8th of December , 2020 and shall continue in full force and effect up to and effect up to and including December 31, 2023, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.
- B. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Writers Guild of America, East

Committee for the Protection of Journalists



Lowell Peterson, Executive Director



Joel Simon, Executive Director

Date: 01/05/2021

Date: 12/16/2020

SIDELETTER #1

Notwithstanding the language in Article 22 regarding the minimum safe harbor 401k contribution, the safe harbor contribution for 2020, 2021, and 2022 shall be as follows:

2020: 6% contribution

2021: 4% contribution

2022: 4% contribution