

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE WRITERS GUILD OF AMERICA, EAST AND  
CHALKBEAT**

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

**Article 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 Chalkbeat (and those doing substantially similar work for Chalkbeat):

- a. Reporters (all iterations including Senior)
- b. Editors (all iterations including story)
- c. Digital Producer
- d. Social media strategist
- e. Community Engagement Strategist
- f. Correspondent (all iterations including Senior)

excluding all other employees, managers, interns, clerical employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

**Article 2 - Union Security and Dues Checkoff**

**A. Union Security**

- a. 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.
- b. 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 Employee.
- c. 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:

- 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.

**B. Dues Checkoff**

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 Chalkbeat 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 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: \_\_\_\_\_

The Guild shall indemnify and save the Company 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

C. Dues shall be deducted on each payday. The Employer further agrees to furnish WGAE at the time it remits the dues deducted, a roster of all employees' names, weekly rate of pay, date

of employment and fees/dues deducted, or if no deduction was made, the reason for not making a deduction.

D. Job Postings: Bargaining Unit Job Postings will include “this is a position covered under the Writers Guild of America East Collective Bargaining Agreement”

E. In addition, in the event the employment of any bargaining unit terminates, the Employer shall notify the Guild within 2 (two) business days of termination, of the name of the employee and the date of termination

F. On a monthly basis, the Employer shall supply the Guild with a list containing the following information for each bargaining unit employee:

- (a) name, home address, gender (if self identified by employee), race (if self identified by employee), date of birth;
- (b) contact info including work email, personal email, cell phone, and home address
- (c) hire date;
- (d) job title
- (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
- (f) any merit increases granted by name of the bargaining unit employee, individual amount, resulting new salary, and effective date;
- (g) salary changes by reason thereof, and effective date;
- (h) resignations, retirements, deaths;
- (i) and other revisions in data from the prior month.

G. The Employer shall furnish to the Guild in writing, within one week 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 voluntarily shared by the employee at the time of hire), date of hire, job title, and salary of any person hired after the date of this Agreement. This information shall be provided in electronic format.

### **Article 3 - 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. 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 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 lay off, 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 - 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 sixty (60) business days after the grieving party knew or with due diligence should have known of the circumstances 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 thirty (30) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within forty (40) 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.

## **Article 6 - Compensation**

### **A. Regular Across-The-Board Salary Pay Increases:**

Effective July 1, 2022, 3.5% minimum increase to salary  
Effective July 1, 2023, 3.5% minimum increase to salary.

If the Employer announces a raise pool across the Organization in excess of 3.5%, the percentage amount in excess of 3.5% shall be distributed to bargaining unit employees as a merit pool equal to the announced increase pool in excess of 3.5%. The total amount of merit pool shall be calculated by multiplying the percentage in excess of 3.5% by the total salary of all employees in the unit as of June 30, 2022 for 2022, and June 2023 for 2023. By way of example, if in 2022 the Employer announced a raise pool across the Organization of 4%, and the total salary of all employees in the unit on June 30, 2022 is \$1,000,000, then the Employer shall be distribute an additional \$5,000 (\$1,000,000 times 0.5%) in salary increase in 2022.

The distribution of the merit pool shall be in sole and absolute discretion of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement, unless the Employer fails to distribute the entire amount of the merit pool.

Minimum Terms: The Employer may, in its sole discretion, pay new and current employees above the Across-The-Board Salary Pay Increases. This provision shall not be subject to arbitration.

### **B. Job Titles' Minimums**

Effective upon ratification, each unit employee that is not paid at or above the below minimum salary for their job title s will move to the below minimum salaries for their job title.

Minimum salaries are prorated for part-time employees.

<b>Title</b>	<b>Salary Minimum</b>
Major Market: Reporter Digital Producer Strategist	Effective upon ratification \$60,000 Effective, June 30, 2024, \$62,000
General Market: Reporter Digital Producer Strategist	Effective upon ratification \$58,000 Effective, June 30, 2024, \$60,000
Senior Reporter/Correspondent, Major Market	Effective upon ratification \$72, 000
Senior Reporter / Correspondent General Market	Effective upon ratification \$68,000 Effective, June 30, 2024, \$70,000
Story Editor	Effective upon ratification, \$80,000

Application of the Major Market versus General Market minimum shall be based on where the employee resides, not the market the employee covers.

If above the average CPI, its a Major Market.  
If below the average CPI, but within -40 of the average salary.com COL, then Major Market.  
If both below the average CPI, and -40 or greater of the average salary.com COL, then General Market.

Notwithstanding the above,

Major Markets include:

NYC  
Chicago  
Philadelphia  
Newark  
Houston  
Denver  
Nashville  
San Jose  
Los Angeles  
San Francisco

General Markets include:

Detroit  
Indianapolis

C. Out of title pay: Any bargaining unit employee who is temporarily assigned by the Employer to cover the Story Editor position that is either vacant or where a Story Editor is on temporary leave for longer than eight (8) weeks shall receive at least the salary rate of the Story Editor grade minimum for the duration of the assignment. If an employee is assigned to temporarily cover for a Bureau Chief for longer than eight (8) weeks, they shall receive a ten (10%) salary increase for the duration of the coverage.

D. No bargaining unit employee shall have their salary reduced during the term of this agreement, except if they change from full-time to part-time status. No bargaining unit employee shall have their title reduced, if, upon ratification, the minimum salary associated with their current title would result in a pay raise.

E. The Organization shall continue to pay stipends to employees who voluntarily agree to be the leader of a Employee Resource Group (ERG). Nothing in this Agreement shall prevent the Employer from paying additional stipends to employees for additional, voluntary work on other committees (e.g. DEIB).

F. Pay Above Minimums. The Employer may, in its sole discretion, pay new and current employees above the minimum rates.

#### **Article 7 - Health Benefits and Retirement**

A. Bargaining unit employees shall continue to be eligible for the same health and retirement benefits or better as non-unit employees, which may be changed from time to time.

B. The Organization shall continue to make available a health benefit plan that meets the current WPATH (World Professional Association for Transgender Health) standards for health care coverage. If there is an update to the WPATH standards, the Organization shall make commercially reasonable efforts to provide a health care plan that meets the new standards for the next open enrollment period after the release of such an update.

### **Article 8 - PTO**

A. Bargaining unit employees shall participate in the Organization's paid time off policy on the same terms and conditions as non-unit employees, which may be changed from time to time except as otherwise stated. Notwithstanding the foregoing, the Organization shall continue to allow employees to borrow PTO before it is accrued in the same calendar year

B. Employees may roll over up to eight (8) unused PTO days each calendar year. For rollover from calendar year 2024 into calendar year 2025, this amount shall be increased to nine (9) days. Supervisors will not arbitrarily deny employees the use of their PTO. In the circumstance where the use of PTO would leave the "beat" uncovered, supervisors will strive to find coverage for those assignments and not unreasonably deny the employee PTO based on staffing shortages.

C. If a bargaining unit employee has scheduled and approved PTO, and the Employer mandates that such employee work during their approved PTO, the Employer shall provide alternative PTO dates based on the Employees' request.

### **Article 9 - Holidays**

A. The Employer shall continue to provide the same holidays to bargaining unit employees and on the same terms and conditions as non-unit employees, which may be changed from time to time upon notification with the Union.

B. If an observed holiday falls on Sunday, the following Monday will be observed as a holiday. If an observed holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

C. Bargaining unit employees may continue to participate in the Winter recess on same basis as offered to non-unit employees, which may be changed from time to time. The Organization shall give notice to the Union before any substantive changes are implemented. Employees who are asked to work during winter recess shall be entitled to compensation time as outlined in the Compensation/Overtime Article of this CBA.

### **Article 10 - Parental and Family Leave**

The Company shall continue to provide bargaining unit employees with the current benefits as outlined in the Employer's Parental Leave Policy, except for the following changes as outlined below. Moreover, any substantive changes to the aforementioned leave shall be negotiated with the Union.



- a. Parental leave, including paid bonding leave, shall be increased to fourteen (14) weeks.
- b. The four-week part-time return benefit shall be increased to six (6) weeks for all parents. Further, for four (4) of those weeks, the Organization shall pay 100% of someone's salary (while only requiring them to work 50% of the time), with the remaining available two (2) subject to the existing policy that employees must use PTO to cover 50% of their salary.

### **Article 11 - Comp Time**

The guidelines for the compensatory time are as follows:

Bargaining unit employees shall be eligible for compensatory time off when required to work on a scheduled day off, or unusually long hours on a scheduled work day due to, for instance, breaking news/live events, teacher strikes, elections, school board meetings, etc. When this occurs, the employee shall discuss with their manager the time off they are requesting and the scheduling of such time. Bargaining unit employees may discuss with their managers compensatory time off in circumstances not required under this Agreement.

Employees who may be assigned to monitor breaking news during holidays and/or winter hiatus shall be eligible to receive compensatory time off per the above, whether or not they are actually required to work.

Bargaining unit employees who believe they will be required to work on a day off or for longer than 12 hours in a day should alert their manager and discuss when compensatory time off may be taken. In the event of breaking news or other unexpected events, the employee should discuss with their manager compensatory time off as soon as is practicable. To schedule and take compensatory time off, employees need approval from their manager. If the manager and employee do not agree on the time off, the employee may request a meeting with People Operations and the Union to resolve the issue. Employees shall not be required to perform work while taking compensatory time off.

The company shall comply with all applicable federal, state, and/or local laws regarding overtime for non-exempt employees.

### **Article 12 - Remote / Flex Time**

The Employer shall continue its practice of evaluating requests by employees to change their working hours from time to time to accommodate factors such as childcare, volunteer work, and courses on a case-by-case basis.

### **Article 13 - Bereavement**

Bargaining unit employees shall continue to be eligible for the same bereavement time off benefits as non-unit employees, which may be changed from time to time. Employees shall receive the same bereavement leave for close loved ones as the Employer's second tier.

An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor as soon as possible. If an employee leaves work early on the day they are notified of the death, that day will not count as bereavement leave. In addition to bereavement leave, an employee may, with their supervisor's approval, use any available PTO for additional approved time off as necessary. Employees will attempt to utilize bereavement time generally within six months of the death, except in special circumstances, wherein more time may be granted upon request and documentation of the need due to delays in memorial services, ie. pandemic-related quarantines, travel restrictions.

#### **Article 14 - Jury Duty**

Employer will continue to follow its current, Jury Duty Policy, (to be added as a side exhibit). Any substantive changes shall be negotiated with the Union.

#### **Article 15 - Discipline**

A. All bargaining unit employees shall be subject to a ninety (90) days probationary period, during which the Employer has the sole discretion to terminate employment.

B. No employee shall be discharged or otherwise disciplined without just and sufficient cause, subject to the provisions set forth below. 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/or
- viii. any other action or activity that rises to the level of requiring termination that is not arbitrary or capricious.

C. In addition to any other evidence or justification, the Employer may demonstrate that it has just cause through the use of progressive discipline, which may include counseling elements such as training recommendations, corrective action plans, mentoring, accommodation, or rehabilitation.

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, 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. The Employer shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Employer's sole judgment the bargaining unit employee's work product does not meet the Employer's subjective standards for editorial or creative content, editorial or creative quality, editorial or creative judgment, editorial or creative output, or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve or pay in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative judgment of the Employer's and must uphold the discharge or other disciplinary action. In the event the Employer intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this section (4) and not under any other provision of this Agreement.

F. 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.

G. As required by law, employees shall have the right to Union representation at all meetings that may lead to discipline.

H. The Employer will provide the employee with copies of any written disciplinary action.

I. Performance Improvement Plans shall provide a reasonable amount of time for improvement with a minimum of sixty (60) days.

### **Article 16 – Layoffs and Severance**

A. The Employer shall provide two (2) weeks notice of layoffs, or in the alternative, provide two (2) weeks notice pay. Any bargaining unit employee who is laid off for economic or other reasons ("Laid Off Unit Employee") shall, upon execution of a standard Organization severance and release agreement, receive gross severance equal to two (2) week's salary per full year of service, with a minimum of eight (8) weeks severance and a maximum of twenty (20) weeks.

B. For any bargaining unit employee who receives severance pursuant to paragraphs (A) and (E), and was receiving medical, dental and vision benefits through the Organization, and enrolls in COBRA, the Organization shall pay to the COBRA administrator the same Employer share of

premiums as was being paid while the individual was an employee, for the portion of the severance period for which they are no longer receiving Organization benefits. . If the Organization can't make such a direct payment to the COBRA administrator, then the Organization shall, by separate lump sum payment, pay to the employee the monetary equivalent of the Organization's share of the monthly COBRA premium, plus the full administrative surcharge, for the portion of the severance period for which they are no longer receiving Organization benefits. In such circumstances, while terminated bargaining unit employees are responsible for paying the full monthly COBRA amount to the carrier, the lump sum COBRA payment shall be adjusted for taxes so that the terminated employee's monthly out of pocket financial share of health insurance premium is the same as their out-of-pocket financial share of premiums during employment

C. Employees shall receive severance pay in equal installments according to the regular bimonthly payroll schedule. An employee who is laid off and is rehired within six (6) months shall not suffer a break in continuity and shall have their prior years of service counted.

D. An employee who leaves for other employment before their termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.

E. In the event an involuntary separation pursuant to the Article 15 entitled Discipline, Section 5, a bargaining unit employee shall, upon execution of a standard Company separation and release agreement, receive two (2) severance for each full year of service, with a minimum of six (6) weeks severance, and a maximum of twelve (12) severance, and COBRA payments in accordance with Section B of this Article 16.

F. In the event an employee brings a harassment complaint, any resulting settlement agreement and/or separation agreement and/or release between the Employer and employee will not contain a non-disclosure agreement that would prevent the disclosure of the underlying facts and circumstances surrounding the complaint unless a non-disclosure agreement is the complainant's preference and is agreed to by the Union and the Employer. Any non-disparagement terms contained in separation agreements for bargaining unit employees shall not include any infringements on employees' rights protected under the National Labor Relations Act. The Company may nevertheless condition any settlement, agreement, or other resolution of complaint on prohibitions on (i) the disclosure of the terms of the settlement, including any financial provisions; and (ii) the disclosure of trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision

## **Article 17 - Hiring/Diversity/Nondiscrimination/Inclusion**

### **A. Hiring, Diversity, Nondiscrimination, and Inclusion within the Unit**

a. When the Employer seeks outside candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, the position will be posted externally for a minimum of two weeks, Further, for such positions, the Employer shall set goals aimed at creating diverse candidate pools. The goal across all such vacant bargaining unit positions for which the

Employer is seeking outside candidates is an aggregate candidate pool, at a stage in the recruiting process after the initial applicant screening stage, that is composed of at least 40% of candidates who self-identify as from groups traditionally underrepresented at Chalkbeat (e.g., people of color, LGBTQ+, people with disabilities, military veterans, socioeconomic status). At the Diversity, Equity, Inclusion and Belonging (“DEIB”) Committee, the Company shall provide the results for the roles closed in the prior quarter, so that the Committee can assess whether the above-referenced goals are being met. A copy of this report shall also be provided to the Union. If in a calendar year the Company is unable to meet that aggregate goal of 40%, the Diversity provision of the Agreement shall be reopened for further bargaining over additional steps to meet the percentage goals. For purposes of calculating the 40% applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator.

b. The Employer will make a concerted effort to advertise posted bargaining unit positions widely, in particular in places with high exposure to underrepresented groups, to attract a diverse candidate pool. The Employer will also make good faith efforts to recruit from historically black colleges and universities and career fairs focusing on historically marginalized groups, such as NABJ, NAJA, NAHJ, AAJA, and NLGJA. Additionally, The Employer will give The DEIB Committee the opportunity to review the Organization’s application and hiring procedures and guidance and make recommendations to the Employer addressing obstacles to historically marginalized groups. Such recommendations may include but are not limited to procedures to decrease unconscious and conscious biases when reviewing applications. The Employer will make good faith efforts to consider these recommendations and address these concerns.

c. The Employer will track the self-identification of race/ethnicity of applicants and hires based on EEOC guidelines and allow employees to self-identify their gender and sexual orientation. The Employer will provide the Union with semi-annual reports on the diversity of bargaining unit employees, aggregated sufficiently to protect individual privacy.

d. The Employer will continue to conduct a workplace culture climate survey annually, in consultation with the DEIB Committee on survey design. Following the survey, the Employer will share the results with the Labor Management Committee. Based on aggregate data on diversity/inclusion and on the climate survey results, The Employer will work in good faith with the heads of the DEIB Committee to identify and determine needs, if any, for staff-wide trainings on diversity and inclusion. Topics for such trainings may include, but are not limited to, anti-oppression, anti-discrimination, and unconscious bias. Upon such determinations, the parties will cooperatively attempt to identify an appropriate trainer and/or curriculum, and to implement the training in a timely manner. Summary of findings will be distributed to the unit.

e. 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.”

f. The Employer shall furnish the Union with any compensation/wage study/analysis that it performs, including any study performed by a third party contracted by Chalkbeat, within 30 days of completion of said study or analysis. This shall in no way create any obligation or expectation that the Employer will conduct any such study or analysis.

g. The Employer shall continue the DEIB Committee with Bargaining unit employee participation. The Union may determine the representatives from the bargaining unit on the DEIB Committee. If the Employer ever dissolves the DEIB Committee, the Committee's work shall be folded into the Labor Management Committee.

## **B. Non-Discrimination**

Bargaining unit employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, criminal record (except for crimes that are germane to the safety of employees, the performance of employee job duties, or those that would be reasonably construed to be meaningfully damaging to the Company's public image), DACA status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law. Rather, the parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the Employee's job duties. Alleged discrimination on grounds other than those protected by applicable law may be raised by bargaining unit employees and/or their Union representative.

The Employer will consider candidates of all socioeconomic backgrounds.

The Employer may change the policy from time to time and will negotiate with the Union of any substantive changes that diminish the policy, unless legally required, in which case notice shall be provided to the Union.

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

Bargaining Unit members with a physical or mental disability have the right to accommodation, including modification of an existing accommodation. The Employer shall engage in an interactive process to implement an appropriate reasonable accommodation (if any) in each circumstance.

Lactating employees will be provided reasonable break time each day to express breast milk for their nursing child. In addition to complying with any applicable federal, state or local law, the Company will make commercially reasonable efforts to also provide lactating employees with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area for the employee to express milk in private. If the Company is unable to provide employees with a private and sanitary room or location for lactation other than a toilet, then the Company shall make best faith efforts to accommodate the employee including

the ability to work from home as needed. The Company prohibits discrimination against any employee for exercising their rights under this policy.

The Employer shall continue to address individual work accommodations, including reasonable work schedule changes for religious observances and holidays, and reasonable family status accommodations for such responsibilities as breastfeeding and child care. The Employer shall also continue its practice of making commercially reasonable efforts to provide gender neutral lavatories at all of its office facilities.

If the Company cannot provide a gender neutral lavatory, then the Company shall make best faith efforts to accommodate transgender employees, including the ability to work from home as needed, subject to business needs. Transgender employees may take time off for medical procedures pursuant to the Organization's FMLA policy.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article 5 or in a court of competent jurisdiction, but they shall not pursue both. If the employees selects arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

Once an arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws.

### **Article 18 - Labor Management Committee**

A. The parties shall establish a Labor-Management Committee composed of 3 bargaining unit employees selected by the Union and 3 representatives of management selected by the Employer (with the option of including additional representatives to discuss specific issues). The Committee shall convene within 60 days of the ratification of this agreement. The Committee shall have no authority to implement changes in policies or practice, to modify the Agreement, or to bind either party to any agreement. The committee parties shall make a good faith effort to listen to one another on the issues raised in the Labor Management Committee.

B. The committee shall meet at least quarterly to discuss workplace matters with the option, in case of emergency, to meet sooner.

## **Article 19 - Health and Safety/Sexual Harassment/Workplace Culture**

- A. The Employer shall continue to provide its employees with a healthy and safe work environment. This provision shall not be subject to the arbitration provisions of this Agreement.
- B. The Employer shall continue to enforce its anti-harassment policy.
- C. Should an employee believe they are being placed in an unsafe work environment, the employee should immediately escalate their concerns to their supervisor or People Operations. The matter will be fully discussed and good-faith consideration will be given to any concerns raised. No employee will be retaliated against for presenting any such concerns in good-faith.
- D. 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. 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, anyone at the Union, or any third party. 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.
- E. Nothing in this Agreement prevents a bargaining unit employee from seeking legal remedy, subject to the Non-Discrimination and Grievance and Arbitration provisions of this Agreement.
- F. The Employer shall not retaliate against employees for bringing health and safety or harassment claims.

## **Article 20 - Career Development / Staffing / Workplace**

- A. Bargaining unit employees may apply for all posted open positions within the organization.
- B. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities. Following such a meeting, a subsequent meeting shall not be required for one (1) calendar year.
- C. Each bargaining unit employee shall meet with their supervisor at least every six (6) months for the purposes of receiving a review of their performance. A record of the review shall be provided within 21 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 a meeting with their designated Employer representative to discuss their application. Such meeting shall be occur within 21 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 an employee, the Employer shall inform the employee of any minimum qualifications for a job to which the 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. This provision shall not be subject to the arbitration provisions of this Agreement.

F. All salary increases not required by this Agreement shall be communicated to the affected bargaining unit employee in writing by People Operations.

G. The Employer shall maintain written job descriptions for all bargaining unit positions, which may change from time to time at the discretion of the Employer. If the Employer changes the job description, the Union and the Employee affected shall be notified. Upon request, bargaining unit employees will be provided the job descriptions of the job they occupy, and may make a request for job descriptions for any job for which they wish to apply.

I. Employees shall be notified of all permanent full-time bargaining unit positions for which the Employer is seeking candidates.

Employees shall be notified of all vacancies for permanent full-time bargaining unit positions, including newly created positions, by means of vacancy announcements before the appearance of the public advertisement, if any. This notification requirement shall not apply to internal promotions within the same job ladder (e.g. reporter to senior reporter). Employees will be afforded the opportunity to apply for all vacancies and are encouraged to do so.

J. Bargaining unit employees may submit anonymous reviews of management as part of the annual employee survey.

### **Article 21 - Workplace Transparency**

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

The Employer shall notify the Union in advance of any substantive changes in the employee handbook that pertains to the bargaining unit.

### **Article 22 - Outside Work**

The Organization shall continue to enforce its Code of Ethics inclusive of its

Moonlighting Policy for all requests to perform outside work or engage in outside activities, and shall not substantively change such policies without bargaining with the Union. [Attach as an Exhibit]

### **Article 23 - 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 employee's performance of authorized work for the Employer at the direction of an authorized agent of the Employer, the Employer shall defend and provide legal counsel for the employee for the duration of the suit at the Employer's expense, and the selected counsel shall take strategic direction from the Company.. Final selection of such counsel will be at the discretion of the Organization. The Employer and the involved 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 policies. If an employee has questions regarding the policies or guidelines applicable to his or her specific duties, the employee should reach out to their manager.

### **Article 24 - Offer Letters and Individual Agreements**

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.

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, (b) a post-employment non-competition agreement or (c) offer letters that restrict employees Section 7 rights.

### **Article 25 - Office**

A. If the Employer moves 50% or more of bargaining unit employees of a single office location to a new office space that is within thirty (30) miles the Employer will notify the union at least forty-five (45) days in advance of the move, or if forty-five (45) days is not possible because of unforeseen circumstances as much notice as is practicable given the circumstances of the potential move, and will offer to meet to discuss plans for use of the new office space, and the design and location of workstations for unit members. If the Employer cannot provide forty-five (45) days notice of a move of bargaining unit employees for any reason, the Employer shall discuss and bargain the effects of the move with the Union.

B. If the Employer moves 50% or more of bargaining unit employees to a new office space that is more than 30 thirty miles from their current office space, the Employer shall notify the Union at least seventy-five (75) days in advance of the move, unless not possible or practicable. If the Employer moves to a new office space before providing seventy-five (75) days notice, the Employer will meet with the Union to discuss and bargain the effects of the move.

C. The Employer shall notify the Union of changed office locations for current bureaus (for example a new office of an existing bureau), and will take input from the Union on same.

### **Article 26 - Travel, Expenses, Resources and Professional Development**

**A. Relocation Expenses:** Chalkbeat shall continue with the current Relocation Policy (added as an attachment), and any substantive changes shall be bargaining with the Union. All eligible, newly hired employees shall be informed of this policy upon offer of employment, if their acceptance is predicated upon a relocation.

**B. Mileage:** Chalkbeat shall continue to follow its current mileage policy; any substantive changes shall be bargaining with the Union.(added as an attachment).

**C. Public Transport:** Employer shall continue to reimburse employees for use of public transportation to travel to and from work assignments\_away from their home or designated office.

**D. Expense reimbursements:**

a. Chalkbeat shall continue its current expense reimbursement policy, including the home expenses policy, attached as side exhibits, except for the following changes. Any substantive changes shall be bargained with the Union.

b. For any work expense items over \$100.00, the employee may require the Employer to arrange payment for any such expenses, which may be satisfied by a manager or supervisor putting such expense on an Organization credit card. Such requirements shall not apply to circumstances where the Organization can not directly pay for such expense (e.g., car rentals, hotel incidental holds, etc.), which the employee will be reimbursed to the current expense reimbursement policy.

c. If employees are on assignment in the evening (past 9pm local time), the Employer shall provide transportation for the employee to get to their place of residence (including hotels and other institutions outside of the traditional “home”)

d. The Employer shall offer a cell phone stipend of \$75.00 per month.

### **Article 27 - Professional Development**

Bargaining unit employees may request the Organization pay for professional development expenses of at least \$500.00 per employee (including registration fees and travel expenses) per fiscal year. Examples of such expenses include attending classes or conferences selected by the employee to further their professional development. Employees shall be informed of their professional development budget as soon as practicable after the bureau budget is approved for that fiscal year.

### **Article 28 Translation/Interpretation**

**A. Compensation :** If an Employee is fluent in a second language and this second language is used by the Employee in performing their duties at Chalkbeat, then their manager shall take such use of a second language into consideration for a performance bonus.

### **Article 29 - Contractors**

Contractors who work on a full-time basis (30 hours or more per week), shall be considered part of the bargaining unit after ten (10) consecutive months of working on such full-time basis, or eighteen (18) cumulative months working on such full-time basis over a twenty-four (24) month period.

### **Article 30 - Separability, Savings and Successorship**

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.


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.

### **Article 30 - Term of Agreement and Negotiations**

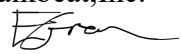
A. This Agreement shall be effective as of the date of ratification December 3, 2021 and shall continue in full force and effect up to and effect up to and including June 30, 2024, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days 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 1 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.

For Writers Guild of America, East:

Name:   
Lowell Peterson  
Title: Executive Director  
Date: 01/26/2022

For Chalkbeat, Inc.

  
Name: Elizabeth Green  
Title: CEO & Co-founder  
Date: 01 / 31 / 2022

**Sideletter #1**

If the Employer receives federal funding from the Build Back Better Act, then the LMC may discuss such funding.

