COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

COMMITTEE TO PROTECT JOURNALISTS

April 1, 2025 – December 31, 2028

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 full-time and regular part-time employees in the United States in the following job titles, and others who perform substantially similar duties for CPJ, and excluding independent contractors, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

If the Company creates a job title that is not currently covered by the Agreement but is substantially similar to the positions covered by the Agreement, it will notify the Union of the new job title and negotiate over the appropriate job tier minimum salary for the new job title, for a period not to exceed ten (10) business days from the date of notice to the Union.

Advocacy Associate
Advocacy Representative (same as former Advocacy Manager title)(any Region or Subregion)
Assistant (inclusive of Executive Assistant, Administrative Assistant)
Audience Engagement Associate
Communications Associate/Senior Comms Associate
CPJ Special Envoy
Data and Visualization Editor
Development Assistant
Development Associate
Development Officer
Digital Manager
Editor (inclusive of News Editor/Specialist Editor)
Emergencies Associate
Fellow (James W. Foley, Patti Birch, Climate)
Grants Officer/Strategic Partnerships Officer
Journalist Safety Manager

Multimedia Producer

Philanthropy Officer

Program Assistant

Program Coordinator (inclusive of all regions and sub-regions)

Program Manager

Reporter (inclusive of Tech)

Research Associate (any Region or Subregion)

Researcher

Senior Editor (inclusive of Senior Specialist Editor and Senior Features and Analysis Editor)

Senior Researcher

Tech 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). 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 urgent issues, 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, refusal to cross a picket line or boycott of the Employer. No bargaining unit employee shall be required to perform struck work. 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.

	Minimum Salary
Assistant (inclusive of Development Assistant, Executive Assistant, Administrative Assistant, and Program Assistant)	\$72,500
Associate (inclusive of Audience Engagement Associate, Communications Associate, Advocacy Associate, Development Associate, Emergencies Associate, and Research Associate)	\$75,000

ARTICLE 6 – COMPENSATION

Digital Manager	\$100,000
Tech Advocacy Manager, Advocacy Manager / Advocacy Representative (any region or sub- region), Program Manager, and Journalist Safety Manager)	\$90,000
Editor (inclusive of News Editor and Features Editor)	\$78,000
Fellow (James W. Foley, Patti Birch)	\$72,500
Major Gifts Officer/Philanthropy Officer/Grants Officer/Strategic Partnerships Officer Development Officer	\$90,000
Multimedia/Video Producer	\$90,000
Program Coordinator (inclusive of all regions and sub-regions)	\$105,000
Reporter (inclusive of Tech Reporter)	\$72,500
Senior Global Tech Correspondent	\$90,000
Senior Editor/Senior Specialist Editor/Senior Features and Analysis Editor	\$88,000
Senior Researcher	\$82,000
Senior Comms Associate	\$85,000
Interns	\$30/hr
Data and Visualization Editor	\$90,000
CPJ Special Envoy	\$105,000

- 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. <u>Out-of-Title Pay</u>: 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 four (4) 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.

In the case where a bargaining unit employee is assigned to cover the work of an employee in the same or lower salary grade after four (4) weeks, the bargaining unit employee covering the additional duties shall receive an additional 5% of their salary added to their existing salary during the time they are assigned such additional duties.

- C. All bargaining unit employees shall receive a 4.0% raise above their salary as of ratification, retroactive to January 1, 2025, or an increase to the minimum salary, whichever is higher. For clarity, bargaining unit members who previously received a 2.5% on January 1, 2025, shall receive a 1.5% increase of their current (upon ratification) salary, retroactive to January 1, 2025, or an increase to the minimum salary, whichever is higher.
- D. Effective January 1, 2026, all bargaining unit employees shall receive a 4.0% % raise. If the Employer offers non-bargaining unit employees a general increase in excess of the percentage listed above, the bargaining unit increase shall be increased to match the general increases for non-unit employees. Effective January 1, 2026, minimum salary rates shall also increase by the percentage listed above.
- E. Effective January 1, 2027, all bargaining unit employees shall receive a 4.0% raise. If the Employer offers non-bargaining unit employees a general increase in excess of the percentages listed above, the bargaining unit increase shall be increased to match the general increases for non-unit employees. Effective January 1, 2027, minimum salary rates shall also increase by the percentage listed above.
- F. Pay Above Minimums. The Company has the discretion to pay new and current employees above the minimum rates. The Company has the discretion to offer additional salary increases, merit pay, and bonuses above the terms in this Agreement. The granting of any such discretionary increases, merit pay, and/or bonuses shall not be subject to the grievance and/or arbitration provisions of this Agreement, except with respect to a grievance alleging a claim of discrimination.
- G. Equal Pay. In the event that any bargaining unit employee believes that they are paid fifteen percent (15%) below the average salary paid to other employees in the same compensation category above, they should raise the issue with HR, and the Company shall investigate the matter within thirty (30) days and discuss with the employee the basis for their pay or take steps to adjust the lower-paid bargaining unit employee's salary, if appropriate.
- H. No bargaining unit staff employee shall have their salary reduced during the term of this Agreement (except if they change from full-time to part-time status).

ARTICLE 7 - UNION SECURITY

A. <u>Union Security</u>:

- 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. <u>Dues Checkoff</u>:

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	WITNESS:	SIGNATURE:	DATE:
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- 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. <u>Job Postings</u>: 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 in this paragraph alone shall not be subject to the arbitration provisions of this Agreement.

Within 30 days of ratification, management shall discuss mail and parcel safety issues along with other health and safety concerns with the Union (i.e. private work spaces).

In the event the Union or any employee raises concerns regarding the safety of the work environment or a particular job assignment, there will be no retaliation of any kind against employees for raising such concerns. The Company will meet with the Union upon request to take appropriate steps to address such issues.

An employee will not be required to work from any specific location if the employee, in consultation with the employee's supervisor collectively determine that (1) working from that location is not possible or highly impractical, or (2) working from or traveling to or from that location is unsafe because of a hazardous condition created by natural phenomena or by human acts, including by way of example but not limited to, severe storm, flood, fire, wildfire, earthquake, explosion, blizzard, public health emergency, release of toxic substances into the environment, infectious disease exposure, riot or other civil disturbance or military or police operations, or any declared state of emergency. It is understood that the right not to work from a specific location shall not, on its own, relieve an employee from their obligation to work. If the employee and their supervisor are not able to agree on the viability of a work location, a risk assessment will be conducted by a

third party risk assessment provider. Pending the results of the risk assessment, the employee may make a determination as to the location of their work.

The Company will make commercially reasonable efforts to enable employees to safely perform their jobs in hazardous conditions when necessary, which may include furnishing employees working under hazardous conditions with necessary and suitable protective clothing, devices, or equipment, and providing CPJ-approved training for working under hazardous conditions, if applicable.

The Company will continue an insurance policy to reimburse employees, in accordance with the terms of the policy, for loss of or damage to employee's personal property that occurs in the course of employment (does not include an employee's regular commute to or from work or at their home while working remotely).

To the extent it is under the control of the Company, the Company will make reasonable efforts to ensure that its premises are physically secure for its employees, including taking steps to make sure that those premises are accessible only to authorized individuals.

In the event of a security emergency (i.e., the closing of an office due to threats), or in the event of serious threats made against bargaining unit employees, management will contact the Union to inform it of the situation and to provide updates as warranted

The Company will continue to cover the cost of a service to assist in the removal of an employee's contact information (e.g., "DeleteMe") from the records of data brokers for each employee who opts in to such service. The Company will have no obligation to cover the cost on behalf of an employee who does not choose to opt in.

- 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.

I. Online Harassment

The Company is committed to addressing work-related online harassment (e.g., abusive comments, threats of violence, doxxing, hate speech, etc.) by non-employees on its editorial platforms and enforcing its community standards for online content (including comments) in a consistent manner.

- i. In the event an employee believes they have been subjected to such online harassment relating to their employment, or reasonably believes they will face a foreseeable risk of online harassment, they may report it to their manager or Human Resources. The Employer will continue to provide relevant training to Employees on the issues of online harassment, and the Employer will inform employees of the reporting procedures for such online harassment, establish best practices for addressing such issues, and provide guidance and counseling as may be appropriate under the circumstances. The Labor Management Committee may discuss other steps that may be appropriate to address the evolving issues of online harassment.
- ii. If there is reason to believe the employee will be a target of workrelated online harassment, the Employer shall take reasonable steps,

including providing resources, to assist employees in protecting them from online harassment. If recommended by the Employer's thirdparty risk consultant, the Employer shall provide and pay for "Delete Me" or similar services for an employee's immediate family and household when an employee reasonably believes they have been subjected to online harassment.

The Employer will create and disseminate a reporting and escalation policy for staff wanting to report online abuse, which includes: How to document the online abuse and where to store it; Who to report the abuse to; Who to share the documentation with; Information on what will happen when the situation is escalated.

In the event that an employee, as a result of or in connection with their work for CPJ, is the target of harassment that threatens their personal safety (including, but not limited to doxxing or other such threats), CPJ shall discuss with the employee what additional support may be appropriate and take appropriate and reasonable measures under the circumstances (or arrange for such reasonable measures to be taken such as by retaining a third-party to take antidoxxing measures), including where appropriate byline removal from the triggering post/publication, physical security services, temporary relocations or cybersecurity protection.

ARTICLE 9 – HIRING/DIVERSITY/NONDISCRIMINATION/INCLUSION

A. <u>Hiring</u>:

- 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, and a reasonable, good faith estimate of the salary range.
- ii. Job offer letters shall include the position title, starting salary, and shall attach the job description and provide a link where the employee can access a copy of the current Union contract.
- iii. The Employer will not request or require 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. <u>Diversity</u>, 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 and all CPJ hires based on 2024 EEOC guidelines, and allow bargaining unit employees to self-identify their gender and sexual orientation. The Employer will provide the Union and the Diversity Committee with semi-annual reports on the diversity of applicant pools and employees within the bargaining unit and for all applicants to CPJ positions, aggregated sufficiently to protect individual privacy. The Employer will maintain a system for tracking self-reported demographics of bargaining unit applications and hire data. The Employer will provide such data to the Union.
 - 1. The Diversity Committee will work with the Labor Management Committee to review the Employer's practices with respect to recruitment, hiring, training and work product and develop recommendations to help further the goals of inclusive hiring, disrupting bias, and promoting workplace diversity.
 - 2. The Diversity Committee shall be composed of equal numbers of bargaining unit members, management (including both managerial and non-managerial HR), and international non-managerial staff, i.e., one-third each.
 - 3. The Diversity Committee may submit an itemized budget proposal to management with consideration for the budget planning cycle and at least one (1) month in advance of the finalizing of the budget. Management will seriously consider in good faith, the Diversity Committee's requested budget, provided that final approval shall be in the Company's sole discretion. Within 90 days of ratification of this Agreement, the Diversity Committee shall meet and may submit a budget proposal to management for the remainder of the current budget cycle.
 - 4. It is intended that the work of the Diversity Committee will be done during regular business hours and members of the Diversity Committee shall work with their managers to appropriately allocate their working time as needed, with at least one working day per month allocated to the work of the Diversity Committee.
- iii. 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."

- 1. The Company will provide and require that at least one mandatory training per year for all staff which shall include specific elements on disrupting bias in the workplace and inclusive hiring. The provider and the content of the training will be approved by the Diversity Committee.
- 2. The Diversity Committee may recommend specific training(s) for hiring managers and those participating in the hiring process of bargaining unit employees focused on disrupting bias and inclusive hiring as well as other trainings related to the mission of the Diversity Committee.
- iv. 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.
- v. Employee pronouns
 - 1. The Company shall allow for every employee to communicate their pronouns, not just for queer, gender-neutral, gender non-conforming, nonbinary, and gender - variant people. It shall be Company policy that employees refer to each other by each employee's chosen pronouns. Employee pronouns should be accurately reflected in the Company HRIS system and publishing platform and there will be a process to ensure that those names and pronouns are accessible to all staff. Unless requested otherwise, there will be a practice of providing preferred name and pronouns when introducing new hires.
 - 2. The Company shall endeavor to improve protocols for changing employee names and pronouns in company systems so as to reduce any obstacles to such changes going forward. Within 90 days of the ratification of this Agreement, the Company shall share its checklist/procedures for name and pronoun changes with the Diversity Committee and the Labor Management Committee for feedback and comment. This checklist shall be based on the Company's best efforts to identify and address any obstacles in the system(s) that previously prevented those systems from accurately reflecting the pronouns and names of employees. The Diversity Committee and Labor Management Committee shall provide any feedback or comments on the checklist/procedures within 90 days following receipt. The Company shall incorporate such feedback to make improvements to the Company systems and practices, provided it is commercially feasible to do so.
 - 3. The Company shall, upon an employee's request, change all current and goforward employee records (except for records or third-party forms which, in the Company's discretion, cannot or should not be altered; e.g., EEO reports, or where legal names are required, e.g. payroll records) so that all such records use the names with which they identify. The Company shall also update any photographs, including identification badges upon an employee's request, to make such change for reasons relating to gender identity. The

Company shall assist the employee upon request to make the changes to Company records as outlined in this section, including providing a written guideline on how to navigate name and pronoun changes in Company systems. If an employee's name is changed in connection with the employee's gender transition, the Company shall, upon request by the employee, use commercially reasonable efforts to replace the employee's former name with the employee's new name in all publicly available content published by the Company (e.g., employee bylines, website bios, directories, etc.).

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 available in Bamboo, including the response regarding an Employee's readiness for promotion. Once per year, the performance review shall include a discussion of the

employee's readiness for promotion in conjunction with organizational needs and available resources.

In case of promotion to a higher position, employees shall be entitled to a salary increase of no less than 8% or the minimum salary for the new role, whichever is greater, which does not include the negotiated annual raise provided to union staff or any other raises or bonuses provided to all union staff.

- D. If an existing bargaining unit employee applies for a posted position, or formally requests a promotion, raise, or title change in writing (sent to HR and the employee's supervisor), 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 six (6) months of the original request.
- 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. The Employer shall inform the Employee and the Union of any change to a bargaining unit member's job description. 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 the 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.
- J. On an ongoing basis and in consultation with the Union, an employee may request that their outward-facing title be changed if the employee believes a different external title would assist the employee in performing their job. Such requests shall not be unreasonably denied. The granting of any such request shall not require any other changes to the employee's internal job classification/title, salary, or any other benefits.

ARTICLE 13 – REMOTE/FLEX TIME

A. <u>Working Remotely Short Term</u>:

Sometimes, a bargaining unit employee may need to work remotely in the short term. Short term remote work requests can be made for up to thirty (30) calendar days at a time, with a maximum of sixty (60) days per calendar year. 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. Requests should be submitted to the employee's supervisor at least one month before the planned start date. Requests made with less than one month's notice for urgent needs shall be considered and shall not be unreasonably denied. Employees must be legally eligible to work from the requested remote location, which includes ensuring compliance with any applicable visa, work authorization, and tax requirements. Short term remote work must be taken in a minimum of one-week increments. Once approval is given, supervisors must post a working remotely message in the appropriate communications channel. A response to a short term remote work request shall be provided within 5 business days, but, if a risk assessment is required based on the location, the decision will be provided within 5 business days of the Employer's receipt of the risk assessment results. If needed, the request for a risk assessment shall be initiated promptly, but no more than two (2) business days, following receipt of the short term work request. If approval is not granted, supervisors will provide an explanation in written form. The decision whether to grant 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 working remotely from time zones other than EST shall be permitted to change their working hours to local time as long as it does not interfere with the duties of their position, as determined by the employee's supervisor or Department Director. 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 30 consecutive calendar days or longer than 60 calendar days per calendar year 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 and shall not be unreasonably denied. Employees must be legally eligible to work from the requested remote location, which includes ensuring compliance with any applicable visa, work authorization, and tax requirements.

Bargaining unit employees who would like to work remotely for longer than 30 consecutive calendar days or 60 calendar days per calendar year 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 Human Resources 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. Once working remotely is approved, the Employer shall not revoke the approval before the end of the approved term, provided the employee's performance remains satisfactory. This decision whether to grant a long term remote work arrangement shall remain within the sole discretion of the Employer and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 14 – WORKPLACE TRANSPARENCY

- A. The Employer shall maintain an organizational chart, in electronic form, updated as necessary, in which bargaining unit employees can view the chain of command.
- B. The Employer shall provide an opportunity for bargaining unit employees to have meaningful input in the annual strategic planning process, proportionate to the bargaining unit's representation in the Company. The Employer will present a final draft of the annual strategic plan to the Labor Management Committee for review and comment before finalizing the plan. Notwithstanding the foregoing, the final decision regarding all strategic planning shall remain at the Employer's discretion.
- C. The Employer shall not retaliate against any bargaining unit member for protected, concerted activity in communications with the CPJ Board of Directors.

- D. The Company shall continue its practice of sending organizational-wide notices when employees, managers or executives are hired, promoted, or leave the Company.
- E. The Company shall send organizational-wide notice if there is any organizational freeze in hiring, promotions, or salary increases at CPJ.

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 twenty (120) day probationary period, during which the Employer has the sole discretion to terminate employment. The Employer will provide an employee within their probationary period with written notification of any known performance issues that may impact their successful completion of the probationary period. The Employer shall provide a minimum of two (2) weeks' notice to both the employee and the Union, or pay in lieu of notice, of a decision to terminate a probationary employee's employment. The Employer shall not be required to give any prior notice or pay in lieu of notice in cases of serious misconduct, which shall include, but is not limited to: 1) theft; 2) fraud; 3) gross insubordination; 4) embezzlement; 5) misappropriation, or reckless or willful destruction of Company property; 6) physical violence or threats of physical violence; 7) plagiarism or fabrication; 8) sexual or other harassment in the workplace; and 9) flagrant professional misconduct.
- 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 of 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.

The Development Officer, Digital Manager, Program Coordinators, and any other bargaining unit employees who have direct reports shall adhere to performance management requirements outlined in their job descriptions.

- C. Where appropriate, discipline should be progressive in nature and corrective in intent, 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. As required by law, employees shall have the right to Union representation at any investigative meetings that the employee reasonably believes may lead to discipline.
- 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. Whenever the Company issues a written notice of disciplinary action or Performance Improvement Plan (PIP) to an employee, it shall promptly inform the WGAE Business Agent or their designee that a written disciplinary notice or PIP has been issued, and the name of the employee to whom it was issued. The Company will provide the Union and the employee with copies of any written disciplinary action or PIP within two (2) days, and the employee shall have the opportunity to respond in writing and have that response placed in their Human Resources files. Any such response must be provided to Human Resources within 10 business days.
- 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, the bargaining unit member shall receive a minimum of two (2) weeks' notice or pay in lieu of notice.

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. Any material changes to the standard severance and release agreement shall be negotiated with the Union, unless the changes are required by law.
- B. The Employer agrees to pay the full cost for the employee's continuing coverage including costs for spouse or dependent plans, full prescription, dental, and vision coverage, under COBRA, for the length of the relevant severance period.
- C. In the event of a reduction of the workforce, the Company shall implement such measures in accordance with this Article.
 - 1. The Company shall notify the Guild of any intended reduction in force, specifying:
 - a. The names of all Employees to be laid off;
 - b. Job titles, dates of hire and length of service; and
 - c. Proposed effective dates of any such reduction in force.

The Guild will limit the dissemination of the information provided to only those individuals necessary for the purposes of the discussions in Section C.2 below.

2. The Company and the Guild shall have a ten (10) business day-period to discuss the intended reduction in force (which may be concurrent with any required employee notifications under federal or state WARN Acts). The discussions between the Parties may address topics including but not limited to the rationale for the intended reduction in force, alternatives to the intended reduction in force, training and/or retraining, buyouts, alternative positions for those employees to be laid off or otherwise reduced, and other ways to ameliorate the impact of the proposed reduction.

The Company may, after the expiration of the ten (10) business-day discussion period, execute the intended reduction in force in accordance with Section C.3 of this Article. The Parties may mutually agree to extend the period for discussion beyond the notice period. An agreement to extend the discussion period shall not constitute a waiver of the Company's right to implement the intended reduction in force as planned.

During the ten (10) business-day notice and discussion period, the Company may accept voluntary resignations from employees, but is not obligated to accept such resignations. 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 outlined in this Article. They will be afforded at least three (3) days to consider the offer before being required to accept or reject it.

If the reduction in force is based solely on the need to achieve payroll savings, then the number of employees to be dismissed shall be reduced to the extent that the necessary payroll savings have been achieved by resignation.

3. In the event of a reduction in force, employees within the impacted unit, group or department (as may be applicable), and within the same general job title, shall be selected by the Company on a good-faith basis taking into account business needs, special skills, performance, qualifications and seniority. Where other factors are substantially similar, seniority shall govern.

For purposes of this section, employees shall be placed in seniority bands in two (2) year increments based on time from date of hire. An employee reaches a new band on the day after the employee's anniversary of service. Within each band, all employees will be deemed to have the same seniority.

Employees so affected will receive at least two (2) weeks' notice of termination or pay in lieu of notice. Such compensation in lieu of notice will be in addition to any severance pay due under Article 18: Severance.

4. Each employee dismissed to reduce the force shall be placed upon a rehiring list for a period of ten (10) months following the reduction in force. Should, during this period, any vacancy occur in the position an employee held at the time of the layoff or a substantially comparable position — unless the Company reasonably determines that the employee is not well qualified for the substantially comparable position — the Company will offer the position to employees on the rehiring list in order of seniority (a "Recalled Employee"). During the same ten (10) month period, any employee who has been laid off will be guaranteed a hiring manager interview for any position for which they apply and meet the minimum qualifications. Time spent on a rehiring list by a dismissed employee shall not constitute a break in continuity of service, but need not be counted as service time in computing seniority.

An employee who is laid off and is rehired within ten (10) months shall not suffer a break in continuity and shall have their prior years of service counted towards the following provisions of the Agreement.

Any Recalled Employee shall be paid at least the applicable minimum for the title into which the employee is rehired.

5. The Guild and all employees shall, to the extent possible under the circumstances and within the scope of knowledge of the Company, be notified as soon as practicable (subject to, among other things, confidentiality and compliance obligations) of any business closure or any part thereof. Such notice is distinct from and in addition to any severance pay due under Article 18: Severance. Nothing in this section shall serve to waive the statutory rights of the Guild and the Company to demand bargaining on any matter that is a mandatory subject of bargaining not covered by the terms of this Agreement in accordance with law.

- 6. Upon the request of a bargaining unit employee, the Company, in its sole discretion, may convert a portion of severance weeks due under this Agreement to paid non-working notice. The employee request shall not be unreasonably denied. Such conversion of severance into paid non-working notice shall not result in any increase of severance payments, COBRA costs or any other payments due under this Agreement.
- D. 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. <u>Office Misc.</u>: The Employer shall maintain private telephone space for employees. This provision is not subject to arbitration.
- C. A bargaining unit employee who is required to work more than ten (10) hours in a day in the office, may expense the cost of a meal up to \$25 per person, unless the Company provides a meal.
- D. A bargaining unit employee who is required to work at the office or work site past 9pm may expense the cost of a taxi or other rideshare option.

ARTICLE 21 – COMPENSATORY TIME/OVERTIME

- A. The regular workday for full-time employees in the office is an eight (8) hour period inclusive of breaks between 8 a.m. to 7 p.m., 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 (inclusive of breaks) in a seven (7) day period, Monday through Sunday. All overtime work must be approved in advance by the employee's supervisor.
- D. It is understood that due to the nature of the work, exempt employees (i.e., employees who are not eligible for overtime) may work outside of a standard business day or longer hours from time to time, subject to the Compensatory Time provisions set forth below. Work in excess of 40 hours in a week for exempt employees should generally be approved in advance by the employee's supervisor.
 - i. If an exempt employee is required to work in excess of five (5) hours (but no more than eight (8) hours) above the employee's regular work week (not including paid days off), the employee shall be entitled to flex time (i.e., a reduction of their regular

hours to start work late or leave early). Flex time should be coordinated with the employee's supervisor, but should be used within a week of when it was earned. Where the needs of the business prevent an employee from taking flex time within a week, the employee's manager shall be responsible for ensuring that the employee is able to take their flex time in the following week.

- ii. If an employee is asked to work any hours on a regularly scheduled day off, they shall receive compensatory time for the number of hours worked.
- iii. If an exempt employee is required to work in excess of eight (8) or more hours above the employee's regular work week (not including paid days off), the employee shall be entitled to earn compensatory time equal to the amount of time worked in excess of eight (8) hours for that work week. For example, if an exempt employee works 50 hours in a work week, the employee shall be entitled to 2 hours of compensatory time and three (3) hours of flex time.
- iv. Exempt employees are strongly encouraged to take compensatory time within thirty (30) days of its accrual. When taking compensatory time, exempt employees should coordinate with their supervisor to ensure adequate coverage.
- v. Accrued, unused compensatory time may be carried over to succeeding years, but compensatory time accrual is capped at twenty-four (24) hours; once that maximum is reached, additional comp time will not accrue until the balance falls below the maximum accrual limit of 24hours. If an employee reaches the accrual cap and approval for taking compensatory time is denied or the employee is unable to take the time due to inadequate coverage of the employee's work, the employee's cap shall be increased until such time as the employee is able to take compensatory time such that their accrued comp time falls below the accrual cap.
- vi. Exempt employees shall report the comp time they accrue, use, and schedule as time off via the same mechanism used to report overtime (e.g. Bamboo) and shall be able to view their accrued/available comp time through that system.
- vii. Accrued but unused compensatory time shall not be paid out upon separation of employment.
- viii. Excessive hours.

It is understood that the purpose of this Article is to create work/life balance for Employees in the bargaining unit while accommodating the volatility of the workflow in the industry. Receipt of overtime or comp time is intended to be remedial in nature and is not to be used as a device to regularly deviate from an employee's regular schedule. Employees shall have a reasonable workload in which their regular schedule should not consistently require additional hours to complete the workload expectations. For planned coverage requiring hours worked outside of a bargaining unit member's regular schedule, the manager shall make best efforts to discuss the coverage need at least one (1) week in advance.

ix. Work during holidays and scheduled time off.

Employees will only be requested to work during previously scheduled time off (e.g., a vacation day, comp day, or floating holiday) in the event of an unexpected or unusual circumstance and they may decline to perform such work.

If an employee is asked and works during scheduled time off, Overtime Eligible Employees shall be paid their regular hourly rate for all work performed during approved time off and have the approved time off restored to their PTO bank.

Overtime Exempt Employees shall receive their regular salary for the number of hours worked and have the approved time off restored to their PTO bank.

x. On-call shifts.

Employees required to be "on call," meaning in a state of work readiness for a period of time outside their regular schedule or on a holiday or weekend, shall be told explicitly that they are on call and the time period for which they are expected to be on call.

Exempt employees who are "on call" over the weekend or on a holiday shall receive eight (8) hours of comp time for each weekend and each holiday of being on call in addition to comp time for the number of hours actually worked during such on call period. For clarity, if an Exempt employee is on call on a weekend that includes a holiday such that it is a 3-day weekend, they shall receive 16 hours of comp time for being on call in addition to comp time for all hours actually worked. Exempt employees shall only be on call from 9 a.m. to 5 p.m. Eastern Time. Overtime eligible employees shall be compensated for on call time in accordance with applicable law.

xi. Required travel outside of the regular work week.

Exempt employees who are required to travel for work business outside of the regular work week hours shall receive comp time for all hours spent traveling (i.e., in transit from one location to another) outside of regular work hours. Comp time shall not accrue for commuting from home to and from the office during the regular work week.

Overtime eligible employees shall be compensated for travel time outside of the regular work week in accordance with applicable law.

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. <u>Employee Contributions to Health Care</u>: Notwithstanding the above, for eligible bargaining unit employees (full-time and part-time employees who work at least twenty (20) hours a week), CPJ will continue to pay the entire medical premium for single medical plans. For dependent plans, CPJ will pay 70% 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 30% 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.
- E. <u>Health Reimbursement Arrangement (Employer Funded)</u>: CPJ shall continue to offer each employee who participates in CPJ medical insurance plans access to an employer funded Health Reimbursement Arrangement (HRA) at a minimum of \$5,000 per year. CPJ shall fund an additional \$1,500 per year to the HRA for employees with dependents covered by an Employee's health plan. The HRA provides each eligible employee funds to cover medical and drug expenses approved by the insurer, as well as out-of-network expenses and mental health services. Beginning no later than the start of the 2026 plan year, the HRA shall also cover eyeglasses, optometry, or dental care. To the extent the Employer is able to add HRA coverage for vision and dental care prior to the new plan year, it will do so. An employee has until March thirty-first (31st) of the following year to submit claims for expenses incurred in the plan year.
- E. <u>Dental Insurance</u>: 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. <u>Vision Insurance</u>: Full-time employees and CPJ fellows can elect to be covered under CPJ's vision plan. Dependents are covered 100%.
- G. <u>Life Insurance</u>: CPJ shall continue to provide life, and AD&D (accidental death and dismemberment) insurance for all full-time employees.
- H. <u>Short and Long Term Disability Insurance</u>: CPJ shall continue to provide Employer-paid disability insurance for full-time employees. The Employer shall supplement Short Term Disability benefits so that an Employee receives their full salary for the first eight (8) weeks of Short Term Disability leave.
- I. <u>Retirement Savings 401(k) Plan</u>: CPJ shall continue to offer full-time employees a low-cost retirement plan in the form of a 401(k).

- J. <u>Safe Harbor Accounts</u>: After one (1) month of employment, CPJ shall contribute the equivalent of at least 4% of each eligible employee's salary to the plan into a safe harbor account in each year of this Agreement. 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. In addition, if an Employee chooses to defer into the plan, CPJ will match up to three percent (3%) of the Employee's deferral, subject to any applicable legal limits.
- K. <u>Employee Deferrals</u>: Qualified bargaining unit employees have the option of making pretax IRA contributions and/or after tax (Roth) contributions to the fund through voluntary payroll deductions.

ARTICLE 23 – LEAVE

- A. The Employer shall offer bargaining unit employees the paid time off and leave policies as outlined below, but no less than those that it offers to non-bargaining unit employees:
 - i. Holidays

CPJ offices in the US shall be closed for the following 12 holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, May Day, Juneteenth, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Full-time and part-time employees are paid for these holidays.

ii. Health and Wellness Days

Full-Time Employees: 1.25 hours per month, 120 hours per year (15 days per year)

Fellows and Part-Time Employees: prorated

Up to 40 hours (5 days) of unused accrued sick time may be rolled over to the following year. Employees utilizing sick leave shall be required to provide documentation from an independent medical professional for absences of more than five (5) consecutively scheduled work days.

iii. Paid Time Off

All full-time bargaining unit Employees working at least 35 hours per week shall receive PTO as outlined below. Bargaining unit members working less than 35 hours per week shall accrue PTO according to the chart below, pro-rated to their hours worked.

Length of Service	Accrued Monthly	Accrued Annually	Carry Over Limit
Up to Two Years	13.33 hours per month	160 hours (20 days per year)	80 hours (10 days)
Two Years or Greater	16.66 hours per month	200 hours (25 days per year)	80 hours (10 days)

Unused, accrued PTO shall carry over to the following year up to the limits noted above. Managers will be instructed to work with employees to create a plan for taking all of their PTO if they are in danger of losing PTO due to carry over limits. Unused, accrued PTO shall be paid out in full upon termination. Accrued PTO can be used starting with the Employee's first day of Employment.

iv. Jury Duty

Employees required to report to Court in response to a summons for jury duty, or examination for jury duty, or for jury duty itself shall receive their regular compensation up to the first four (4) weeks (i.e., twenty (20) business days of such absences. This shall include special grand juries. If an employee's jury duty is expected to last longer than 4 weeks, they should reach out to HR to discuss continued coverage and continued full salary compensation, which shall not be unreasonably denied. Employees are expected to report for work whenever the court schedule permits.

- v. Witness Time The Employer shall maintain its current policy.
- vi. Time Off to Vote The Employer shall maintain its current policy.
- vii. Bereavement Leave

Bargaining Unit Employees shall receive at least ten (10) days paid time off in the event of the death of a loved one. An Employee may request the number of days to be increased if circumstances require, and the Employer will not unreasonably deny such a request. Bereavement days may also be used to visit loved ones in hospice, or to make preparations in advance of a loved one's death.

- viii. Paid Family Leave ("PFL") The Employer shall maintain its current policy.
- ix. Parental Leave

The Employer shall provide a minimum of twenty (20) weeks of fully paid parental leave to bond with a newly born, adopted, or fostered child. Any additional governmental leave programs that the Employee may be eligible for shall run concurrently with the Employer provided leave described above. CPJ paid parental leave is available to all employees after three (3) months of employment, regardless of sex, gender identity, sexual orientation, or family structure. x. Unpaid Leave: CPJ may grant full-time employees unpaid leave for academic fellowships and other pursuits, but only in exceptional circumstances and at the discretion of the Employer.

xi. Unpaid Professional Leave

The Employer shall make all Employees with at least five (5) years of service eligible for up to six (6) months of unpaid professional leave/sabbatical. Employees will continue to accrue seniority while on leave and will have the right to return to their previous or a substantially equivalent position at the end of the leave, and receive at least the same salary they were receiving when they started leave, plus any contractual increases required in this CBA while the Employee was on leave. The Employer shall maintain the Employee's health benefits while on leave. No more than one (1) person on a project/team, and no more than two (2) people total, may be on professional leave at a time. The timing of professional leave is subject to the approval of management and shall not be unreasonably denied.

- B. <u>Floating Holiday</u>: The Employer shall provide for two (2) paid floating holidays 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.
- E. Seasonal Recharge Fridays: Bargaining unit employees shall continue to be eligible for "Seasonal Recharge Fridays" (four-hour work day) for the months of July and August each year, on the same basis as non-bargaining unit employees.

ARTICLE 24 – EDUCATIONAL ASSISTANCE

The Employer shall provide non-probationary bargaining unit employees with educational assistance so they can develop skills that enhance their work at CPJ. This may include, but is not limited to, foreign language classes, technical training, or specialized study programs. If a training is requested by management, the Employer shall pay the full cost. If the educational assistance is initiated by the Employee, the Employer shall reimburse non-probationary bargaining unit members for the cost of tuition, up to a maximum of \$2,000 in any 12-month period with proof of participation and payment provided to the Employer. If the Employer offers a greater educational assistance benefit to non-bargaining unit employees, bargaining unit employees shall also have access to the greater benefit. Upon request, the Employer shall pay directly to the provider for the cost of the educational assistance up to a maximum of \$2,000 in

any 12-month period, subject to pre-approval in accordance with the Employer's Payments and Expensing Policy.

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 – PRIVACY

A. Non-work activities

The Company will not actively monitor employees' non-work activities absent reasonable suspicion that the employee has engaged in or is about to engage in serious misconduct that would constitute just cause for discipline under this Agreement. An employee may not be disciplined based on any evidence obtained as a result of monitoring conducted in violation of this provision, and such evidence shall be nonadmissible in any arbitration. Notwithstanding the foregoing, nothing in this Article shall prevent the Company from viewing publicly available accounts, feeds or the like.

For the purposes of this section, "serious misconduct" includes alleged illegal conduct, fraud, conduct that would constitute discrimination, harassment, or bullying under existing Company policies, or conduct that would pose a risk of physical harm to any

employee of the Company. This paragraph is not intended to be limiting, and an arbitrator may consider other comparable conduct to constitute serious misconduct.

B. Work activities

In addition, the Company will continue to have the right to access Company-owned electronic communications systems and review communications within Company-owned systems and accounts for any legitimate business purposes, including but not limited to, system maintenance; preventing or investigating allegations of system abuse or intentional misuse; complying with legal and regulatory requests for information; ensuring that the Company's operations continue appropriately during an employee's absence. The Company shall inform an Employee of any active monitoring of their work activities and communications through Company-owned systems unless such notification would compromise an active investigation of system abuse or intentional misuse. In such cases where active monitoring takes place and notification is not given because it would compromise an investigation of system abuse or intentional misuse, the employee will be informed of the scope and duration of the monitoring upon conclusion of the investigation.

C. Company-owned devices

The Company will not actively track an Employee's physical location on Companyowned equipment unless such tracking is (i) required by law, regulation or court order, (ii) used to recover Company equipment, (iii) necessary to address health, safety and/or insurance requirements or concerns (e.g. managing safety when a reporter is working in a dangerous environment or on a high risk assignment), (iv) related to the functioning of security, access controls, threat detection, and other mechanisms that are embedded in IT systems, including hardware, software, and cloud-based applications that passively record certain data (e.g., activity logs that collect IP address and time zone information or multifactor authentication push notification management), (v) pertinent to an investigation, discovery obligations or law, or (vi) done with the agreement of the Employee. Employees will be notified if the Company is actively tracking their device's location, unless non-disclosure is required by law. In the event the tracking is pertinent to an ongoing disciplinary investigation, notice of the scope and duration of the tracking will be provided following the close of the investigation.

The Company will not actively seek to review personal, non-work-related communications on Company-owned devices. The Company will continue its practice of not disciplining employees for lawful, incidental personal use of Company-provided equipment and devices.

D. Employee-owned devices

The Company will not surveil, search, or track Employee-owned devices, except with the agreement of the employee. To the extent that an employee has used an employee-owned device to communicate about a work-related matter and the Company is called to produce

that information in litigation, by subpoena or by court order, and the Company is deemed to be in possession of that information and/or to have control over it by virtue of the employee's employment with the Company, the employee shall cooperate in furnishing those communications.

E. Personal employee accounts

The Company shall not search employees' personal e-mail accounts, non-public social media accounts, or other non-public personal electronic communication accounts of employees, and employees will not be required to disclose personal account names, usernames, or passwords to the Company. To the extent that an employee has used a personal account (of any type) to communicate about a work-related matter and the Company is called to produce that information in litigation, by subpoena, or by court order, and the Company is deemed to be in possession of that information and/or to have control over it by virtue of the employee's employment with the Company, the employee shall cooperate in furnishing those communications.

Notwithstanding the foregoing, nothing in this provision shall prevent the Company from viewing publicly available accounts, feeds or the like.

F. The Company has an ongoing commitment to workplace safety and protecting the integrity of Employees' work. Before introducing any new technologies, systems or tools for use by Employees, the Company will determine how those technologies, systems, and tools may collect, sell, and/or share personal information or data (e.g., location data, communication data, and/or other activity data), conduct an analysis of any associated safety risks, and take action to mitigate those risks. If the Union or any bargaining unit employee has concerns regarding any technologies, systems or tools currently in use by the Company, they should raise those concerns by notifying the Chief Operating Officer in writing. The notification should include a detailed explanation of the concerns or specific aspects of the technology, system, or tool that the Union or employee is asking to be reviewed. Following receipt, the Company will conduct a review, either internally or via the Company's digital risk consultant, and provide the results to the Union or employee, as applicable.

ARTICLE 28 – ARTIFICIAL INTELLIGENCE ("AI") AND GENERATIVE ARTIFICIAL INTELLIGENCE ("GAI")

- A. The parties acknowledge that definitions of generative artificial intelligence ('GAI') vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney, Dall-E).
- B. The Employer agrees to establish an AI Task Force/Committee, composed of CPJ's Digital Security Advisor (or another independent third party with AI expertise approved by a majority of the other AI Committee members) and equal numbers of bargaining unit

members, management (including both managerial and non-managerial HR), and international non-managerial staff, i.e., one-third each, to develop a comprehensive, bestin-class AI/GAI framework for CPJ within one year of the ratification of this Agreement. The Union shall select the bargaining unit members of the AI Task Force/Committee. The AI/GAI framework shall be guided by the following principles: (1) protecting fundamental human rights, including privacy and non-discrimination; (2) ensuring transparency and consent in the use of AI/GAI; and (3) adhering to a "do no harm" approach that aligns with CPJ's values.

- C. In addition, the Employer shall give the Guild at least thirty (30) days' notice of the Employer's intent to use or the implementation of any new GAI tool or similar technology, that it expects to have a direct and material impact on specific terms and conditions of employment applicable to bargaining unit employees in the performance of work covered by this Agreement and shall meet with the Union for good faith bargaining over the effects prior to any implementation. If an existing tool, system, or technology in current use by the Employer adds a new GAI feature that has a direct and material impact on specific terms and conditions of employment applicable to bargaining tool, system, or technology in current use by the Employer adds a new GAI feature that has a direct and material impact on specific terms and conditions of employment applicable to bargaining unit employees, the Employer shall notify the Union and meet with the Union within 20 days for good faith bargaining over the effects of the proposed usage of the new GAI feature(s).
- D. Technology that involves the use of general intelligence, including machine learning or deep learning, may be used by employees to supplement or assist in their news gathering, such as the collection, organization, recording or maintenance of information, in compliance with AP's standards of journalistic ethics, and subject to the approval of the employee's manager and the Chief Operating Officer.
- E. The Employer agrees to provide bargaining unit employees with appropriate training and support on the use of any GAI tool or similar technology that is required or expected as part of their job duties.
- F. An employee may decline to have their byline, or otherwise decline to be credited, on any content where GAI has been used in a substantial capacity to alter or create the original content.
- G. The Labor Management Committee shall review usage of GAI and discuss any conflict with organizational mission, ethics, and standards.

ARTICLE 29 – TERM OF AGREEMENT AND NEGOTIATIONS

G. This Agreement shall be effective as of the 1st of April, 2025, and shall continue in full force and effect up to and effect up to and including December 31, 2028, 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.

H. 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, INC. AFL-CIO

By:

Date: May 22, 2025

THE COMMITTEE TO PROTECT JOURNALISTS

Date: May 28, 2025

Side Letter #1 – Generative Artificial Intelligence

The Employer agrees to the following provisions regarding artificial intelligence and generative artificial intelligence (GAI) as those terms are defined in the collective bargaining agreement, for the term of the current Agreement (i.e., 2025-2028):

- 1. For a period of one (1) year following the ratification of the Agreement, or until the AI Task Force/Committee issues its framework, whichever comes first, the Employer agrees that it will not implement any new GAI tool or similar technology, that may have a direct and material impact on specific terms and conditions of employment applicable to bargaining unit employees in the performance of work covered by this Agreement. Once the AI Task Force/Committee issues its framework, use or implementation of any GAI tool or similar technology shall comply with the framework or, if not addressed in such framework, require approval of the AI Task Force/Committee. The AI Task Force/Committee shall remain active for the duration of the Agreement to address emerging issues.
- 2. If the Employer introduces new AI technology in the workplace unrelated to bargaining unit work, the Employer will not utilize such technology to actively log, track, monitor, or record productivity, or implement unreasonable quotas.
- 3. The Employer shall not lay off a staff member or reduce a staff member's employee benefits primarily as a result of the implementation of GAI tools.
- 4. The Employer shall provide training and expanded job responsibilities if GAI tools are used to support or assume specific tasks previously done by an employee.
- 5. The Employer shall not employ automated employment decision tools to screen candidates for employment or promotion without review and approval of the AI Task Force/Committee.
- 6. Any use of GAI/AI to perform bargaining unit work shall comply with the framework developed by the AI Task Force/Committee.
- 7. The Employer shall not give permission for CPJ's work product to be utilized for training any AI technology unless it complies with the framework or, if not addressed in such framework, without review and approval of the AI Task Force/Committee.

The terms of this Side Letter shall expire (sunset) on December 31, 2028, and shall be of no further force or effect thereafter unless specifically extended by the parties.