

# **COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**The Real News Network**

**and**



**Washington-Baltimore News Guild  
TNG/CWA Local 32035**

**August 1, 2021 – July 31, 2023**

## CONTENTS

PREAMBLE.....	3
ARTICLE I. COVERAGE.....	3
ARTICLE II. GUILD SHOP.....	4
ARTICLE III. DUES DEDUCTION.....	5
ARTICLE IV. HIRING.....	7
ARTICLE V. INFORMATION.....	9
ARTICLE VI. GRIEVANCE PROCEDURE.....	10
ARTICLE VII. SECURITY.....	11
ARTICLE VIII. LAYOFFS.....	13
ARTICLE IX. SEVERANCE.....	14
ARTICLE X. RETIREMENT.....	15
ARTICLE XI. TRANSFERS, VACANCIES, AND PROMOTIONS.....	15
ARTICLE XII. HOURS AND OVERTIME.....	17
ARTICLE XIII. HOLIDAYS.....	19
ARTICLE XIV. PTO (VACATIONS AND SICK LEAVE).....	20
ARTICLE XV. HEALTH CARE.....	22
ARTICLE XVI. LEAVES OF ABSENCE.....	22
ARTICLE XVII. JOB DESCRIPTIONS.....	24
ARTICLE XVIII. TEMPORARY AND OTHER EMPLOYEES.....	25
ARTICLE XIX. GENERAL WAGE PROVISIONS.....	26
ARTICLE XX. EXPENSES AND EQUIPMENT.....	27
ARTICLE XXI. GRANT FUNDING.....	28
ARTICLE XXII. EMPLOYEE INTEGRITY.....	30
ARTICLE XXIII. PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION.....	31
ARTICLE XXIV. GENERAL PROVISIONS.....	31
ARTICLE XXV. RESPECT AND DIGNITY.....	34
ARTICLE XXVI. TRAINING AND EDUCATION.....	35
ARTICLE XXVII. WORKPLACE STANDARDS.....	35
ARTICLE XXIX. DURATION AND RENEWAL.....	37

## **PREAMBLE**

This contract is made this 25th day of October, 2021 between Independent World Television d/b/a The Real News Network and TRNN Employee hours under joint employer Baltimore Studios, a not-for-profit news network hereinafter known as The Real News Network, the Employer, or the Company (TRNN or Employer), and the Washington-Baltimore News Guild-CWA, Local 32035, chartered by The News Guild-CWA (AFL-CIO, CLC) hereinafter known as the Guild or the Union (WBNG or Guild), for itself and on behalf of all Employees of the Employer described in Article I.

## **ARTICLE I. COVERAGE**

1. This contract covers all permanent Employees in all departments of TRNN, full and part-time staff excluding managerial Employees, supervisors, and guards as defined in the National Labor Relations Act except as excluded in Section 2.
2. Employees covered by this Agreement may have lead person responsibilities, as defined by the National Labor Relations Board, but shall not have the authority to exercise supervisory duties as defined by the National Labor Relations Act.
3. The Guild shall be notified of the job duties and responsibilities of any newly created excluded position prior to hiring for said position. The Guild shall have the right to challenge whether any such created position meets the legal definition of a supervisory or managerial position.

4. Performance of the following shall be assigned only to Employees covered by this contract:

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

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

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

5. Managers and other exempt Employees may continue to perform bargaining unit work (as defined in section 4 subsections a-c above) to the extent that they currently and normally do so, so long as said performance of work does not result in a layoff or reduction of hours for any bargaining unit member. The assignment of such work shall not be the cause of such layoff or reduction.

6. Unless specified otherwise, the term "Employee," shall mean anyone covered by this agreement, as described in Section 1 of this article.

## **ARTICLE II. GUILD SHOP**

1. The Employer shall require as a condition of employment of each Employee that the Employee either be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring,

whichever is later, or that the Employee shall pay an agency fee to the Guild in an amount equivalent to the dues the Employee would pay as a Guild member.

2. There shall be no interference or attempt to interfere with the operations of the Guild.

### **ARTICLE III. DUES DEDUCTION**

1. Upon an Employee's written assignment, the Employer shall deduct each pay period from the earnings of such Employee and pay to the Guild each month an amount equal to Guild dues and assessments. Such amounts shall be deducted from the Employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An Employee's written assignment shall remain effective in accordance with the terms of such assignment.

2. The dues deduction assignment shall be made upon the following form:

#### **ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES To:**

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

amount deducted to the Guild each month.

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

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

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

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Employee's signature

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Date

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

#### **ARTICLE IV. HIRING**

1. The Employer shall internally post and notify the Guild in writing of each vacancy within the unit or within management five (5) business days before posting externally and shall give full consideration to the hiring of Guild candidates before hiring externally.

2. a) The Employer shall hire Employees without regard to age, sex, sexual orientation, gender, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, political activities or political belief, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated. The Employer's hiring standards shall be consistent with those required to perform the job now and in the future.

b) The Employer shall attempt to the best of their ability seek a diverse pool of applicants for all opportunities and responsibilities within the organization and shall attempt, to the best of its ability, to ensure that there is no adverse impact against any

groups for the reasons listed above in Section 2(a) in its selection procedures.

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

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

4. Probationary period. The Employer shall have the unlimited right to discharge a new Employee who has not concluded a probationary work period of six (6) months from the date that the Employee begins work. An Employee's probationary period may be extended up to an additional three (3) months by mutual agreement of the Employer and the Guild. A probationary Employee shall have the right to have a conference with the Employee's supervisor at reasonable times during the probationary period to discuss the Employee's job progress.

5. The Employer agrees to not hold or enter into any agreement that would prevent an Employee of TRNN from accepting employment external to TRNN.

6. TRNN is committed to providing staff with opportunities for continuous learning and development.



## **ARTICLE V. INFORMATION**

1. The Employer shall supply the Guild upon hiring, each January 31<sup>st</sup>, and on request with a list containing the following information for each Employee to the extent it is available:

(a) Name, address, sex, gender identification, ethnicity, race minority group, date of birth, and Social Security number

(b) Date of hiring

(c) Job title

(d) Salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation.

2. The Employer shall notify the Guild of:

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

b) Salary changes by reason thereof, and effective date

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

3. Within three (3) weeks after the hiring, firing, and/or job description change of an Employee, the Employer shall furnish the Guild in writing with the data specified in

Section 1 for each Employee.

4. The Employer shall supply the Guild with all available information as to hiring and promotional standards and procedures, if any exist, and any changes.

5. An Employee and/or the Guild shall, upon written request, have the right to review and make a copy of the Employee's personnel file.

## **ARTICLE VI. GRIEVANCE PROCEDURE**

1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized agent any matter arising from the application of this contract or affecting the relations of an Employee and the Employer. The Employee and Guild shall have up to fifteen (15) business days after the circumstances giving rise to the issue that took place becomes apparent to file a grievance.

(a) Step One: It is agreed that both parties shall do all possible to solve the dispute at the earliest possible stage. To that end, the Employee and their steward must meet with the Employee's direct manager to attempt to work out any dispute.

(b) Step Two: If a meeting with the direct manager does not resolve the dispute, the Employee and their steward must meet with the Employee's direct manager's manager or designee(s) from the Management team to attempt to work out any dispute prior to filing a formal (written) grievance.

2. The Employer agrees to meet with the committee within 10 business days after

request for such meeting. Efforts to hear and adjust grievances shall be made on Employer time. After this meeting the Employer shall have ten (10) business days to give a written response to the Guild.

3. Any matter involving the interpretation, application, administration or alleged violation of this contract (except renewal of this contract), including any question whether a matter is arbitrable, not satisfactorily settled within 30 days of its final consideration may be submitted to final and binding arbitration by either party. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the Federal Mediation or Conciliation Service, or a mutually agreed-upon arbitrator from the American Arbitration Association. To the extent possible, the parties may seek the services of a pro bono neutral mediator, arbitrator or other community representative, and may agree on any such suggested pro bono neutral unless conflict of interest issues or issues about the relevant qualifications of the neutral exist. If a pro bono mediator is not mutually agreed upon, an arbitrator shall be selected from the American Arbitration Association. The costs of arbitration under this Article shall be shared equally by the parties except that no party shall be obligated to pay any part of the cost associated with legal expenses and/or a stenographic transcript without express consent.

## **ARTICLE VII. SECURITY**

1. The Employer shall not discipline or discharge any non-probationary Employee without just cause.

2. a) Discipline, when necessary, shall be applied progressively by the Employer for the same or similar infraction except in the cases of gross misconduct by the Employee. This means:

#1 – At least one Oral Warning (which must be communicated to the Employee in a manner which notifies the Employee that the progressive disciplinary process has been started)

#2 – At least one Written Warning

#3 – Termination

Discipline shall be communicated by the Employee's direct manager. An Employee shall not receive more than one warning for a single incident warranting disciplinary action. At the Employer's discretion, paid or unpaid suspension may be applied prior to discharge, but this is not a requirement. Further, the Guild shall receive notice, including copies of any written warning, suspension or other steps taken in the progressive discipline policy. The Employer need not follow progressive discipline in a case of gross misconduct.

b) Oral warnings, written warnings and suspensions must be sent to the affected Employee within fifteen (15) days from when the supervisor becomes aware of the reason for the warning (whether an individual incident or pattern of conduct) with a copy sent to the unit chair and vice unit chair.

c) Warnings and suspensions shall be null and void after nine (9) months without further incident and shall not be used as a basis for further disciplinary action.

## **ARTICLE VIII. LAYOFFS**

1. a) The Employer will be required to inform the Guild of an intended layoff as soon as the Employer is aware of the need for a layoff. The Employer will be required to provide two weeks notice or two weeks pay in lieu of two weeks notice to affected Employees.

b) At the same time as providing the Guild with notice of the layoff, the Employer agrees to notify all unit Employees of the intended layoff, and request whether any of the Employees wish to volunteer for the layoff to reduce the number of Employees to be laid off. The Guild will be provided with a copy of the notice to the Employees at the same time it is sent to the Employees.

c) Provided any Employee(s) who volunteers for layoff meet the financial and operating needs of the Employer, they shall be the persons selected for layoff. To the extent that any or all of the volunteers do not meet the above-stated needs, or are not in sufficient numbers to meet the layoff numbers, the Employer shall proceed with its own layoff selections. Consideration of Employees for dismissal or layoff for economic reasons will be implemented on the basis of seniority. Seniority shall be a major factor, but not the sole factor considered in determining layoffs. Seniority will be the final deciding factor when choosing which Employees to lay off, if all other factors are equal.

d) Any Employee who is laid off shall be eligible for twelve (12) months of recall, and the Employer agrees to give them notice of future vacancies for which the Employee is qualified to apply in the estimation of the Employer and the Guild, provided the

Employee provides an email address to which notice can be sent.

e) If layoffs become necessary, probationary and temporary Employees shall be dismissed or laid off first unless in the Employer's opinion, the retention of such probationary Employee is deemed essential for the Employer's operations.

f) The Employee shall return all of the Employer property within seven (7) days. The Employer shall maintain the Employee's phone plan/service for thirty (30) days.

g) Time spent on a recall list by a laid off Employee shall not constitute a break in service or continuity of seniority. No seniority shall be earned while on layoff.

h) Employees shall retain seniority after separation of employment.

## **ARTICLE IX. SEVERANCE**

1. Severance pay shall be as follows, except in cases of termination/dismissal for gross misconduct, resignation, or while on probationary period:

One (1) week per year of service and one (1) week per fraction of a year of service.

The Employer may, in consultation with the Guild, exceed the minimum severance pay established in this contract in special circumstances, without establishing any precedent that might apply to other Employees.

In the situation where layoffs are required because of economic need, and the Employer is not able to pay severance at the time of layoff, such severance pay may

be paid as salary continuation. In such circumstances, the Employer must disclose financial documents to the union showing said financial circumstances.

All PTO shall be paid out upon any type of separation of employment except in cases of termination due to gross misconduct.

2. If an Employee dies during the period of payment of the severance, the Employer shall pay the Employee's beneficiary, or the Employee's estate. If no beneficiary has been designated, an amount equal to the amount of severance pay to which the Employee would have been entitled, shall be paid to the next of kin.

#### **ARTICLE X. RETIREMENT**

1. The Employer shall establish a retirement plan within six (6) months after the signing of this agreement. The Employer shall match any contribution made by an Employee up to 3% of an Employee's gross wage.

2. Should a greater percentage or match be provided for any non-bargaining unit Employees during the term of this agreement, Guild-represented Employees shall receive that increase.

#### **ARTICLE XI. TRANSFERS, VACANCIES, AND PROMOTIONS**

1. For the term of this agreement, the Employer will forego any transfers of Employees to another city or location away from the Employee's home, except if the most urgent

of needs should arise. In such a case, the Employer will provide the Employee reimbursement and assistance for moving expenses. This is not intended to preclude an Employee from being assigned to travel to a certain city or location for a special project or assignment of a determined duration that is not a permanent move to said location.

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

3. The Employer's promotional standards shall not exceed those required in the hiring notice. Positions shall be posted internally for five (5) business days before the position is announced externally. Present Employees shall be given first notice to apply for a vacancy in a higher classification or to make a lateral transfer; subject, however, to the prior operation of the recall list (Article VIII). Notice of each vacancy shall be posted electronically for Employees and given to the Guild.

An Employee desiring to fill a vacancy shall submit written application within five (5) business days of such posting. Any Employee who applies for a vacancy shall be given consideration for the position.

4. The Employer, with the Guild's and Employee's prior knowledge and consent, may give an Employee a trial period of one month in a new position, unless there are internal candidates available to fill the Employee's previous position. If the position has not been filled by an internal candidate at the end of the trial period, and the Employer or the Employee desires the Employee's return to the Employee's former position,



such return shall take place with no penalty or prejudice, at the rate of pay at which the Employee would have received had the Employee never left the former position. This section is not to be construed as an additional probationary period.

5. The Employer shall provide upon request an explanation to an Employee and the Guild of why such Employee is denied promotion or transfer. Current Employees shall be judged by the same parameters as an outside applicant. If an Employee is deemed more valuable by the Employer in their current position rather than the promotion or transfer then the Employee will receive the same rate of pay as the promotion or transfer position.

## **ARTICLE XII. HOURS AND OVERTIME**

1. Salaried Employees will typically work 40-hour work weeks, five (5) days per week. It is understood that Employees will, from time to time, be required to work additional hours. As such, they shall be permitted, with consultation and agreement with their supervisor and when practical, to adjust their schedules to compensate for additional hours worked. Salaried Employees may be given weekday time off for each weekend hour worked.

Employees who are non-exempt (hourly) Employees' work week shall be five (5) days. The regular work day shall be eight (8) hours.

Non-exempt Employees shall be paid overtime at the rate of 1½ times their hourly rate of pay for time worked over 40 hours in a week. Overtime must be approved by the

Employee's immediate supervisor prior to beginning overtime work. Employees required to perform overtime work on weekends shall be guaranteed a minimum of three (3) hours pay.

Non-exempt Employees required to perform work on holidays shall be paid at the rate of 1 ½ times their hourly rate. Non-exempt Employees required to perform overtime work on holidays shall be paid overtime at the rate of two (2) times their hourly rate.

Salaried Employees required to perform work on holidays shall be given comp time at a rate of 1 ½ hours per hour worked.

Comp time hours shall be scheduled within 30 days of accrual. Employees shall arrange with their manager when to use their comp time hours.

2. Priority for Baltimore Studios freelance work will be given to Employees. Baltimore Studios shall provide notice to all TRNN Employees of the number of hours and rate of pay for each freelance job. If no Employees are available to take a Baltimore Studios freelance job, the position may be posted externally. Baltimore Studios freelance rates for Employees shall begin at \$20.00 per hour. Employees may shift their hours with their manager's approval if they would like to accept a freelance assignment at Baltimore Studios, but are under no obligation to do so. The shifting of hours would not allow for overtime or compensatory time.

3. A policy shall be established to ensure that staff are allowed to take breaks at appropriate times throughout their shifts.

4. An Employee may withdraw from what they feel is a hazardous or dangerous situation, or refuse an assignment they feel hazardous or dangerous. Employees shall not face disciplinary consequences for doing so.

5. Employees will be allowed 12 paid hours per year per Employee to attend union meetings scheduled during normal working hours.

6. The Employer shall provide information on request pertaining to hours worked and compensation given as a result of working greater than 40 hours in a work week.

### **ARTICLE XIII. HOLIDAYS**

1. Holidays observed by TRNN:

New Year's Day

Presidents Day

Martin Luther King Day

Cesar Chavez Day

May Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous People's Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Boxing Day (December 26)

Four (4) floating holiday days.

2. An Employee whose day off falls on a holiday shall receive an additional floating holiday on a day chosen in consultation with the Employee's manager.

3. An Employee required to work for any amount of time on any holiday shall be paid as if the Employee worked for a minimum of three (3) hours. The Employer shall strive to keep required holiday workload to a minimum.

4. If a holiday falls on a Saturday it shall be observed on the Friday before, and if a holiday falls on a Sunday it shall be observed on the Monday after. By mutual agreement with the union, the day may shift from a Friday to Monday or vice versa in the event of a major news event on one of those days surrounding the holiday.

#### **ARTICLE XIV. PTO (VACATIONS AND SICK LEAVE)**

1. Less than 1 year: 14 days

1-2 years: 15 days

2-3 years: 18 days

3-5 years: 22 days

More than 5 years: 25 days

2. PTO may be used for vacation, personal, or sick days depending on Employee's need. Employees should exercise professional courtesy in notifying their supervisor in advance. For extended leave, two weeks' notice is required. In the event of same-day use of PTO, Employees shall notify their supervisor as soon as reasonably possible.

3. In the event of scheduling conflicts resulting from two or more Employees requesting days off, PTO shall be considered on a first-come, first-served basis, but seniority shall be considered when conflicts arise. Employees shall give two weeks' notice prior to taking any extended PTO.

4. Employees shall not be required to expend a PTO day on any of the holidays granted in this agreement.

5. An Employee shall send a request for their floating holiday date to their immediate supervisor. Their immediate supervisor must approve the request in order for the floating holiday date to be granted.

6. If an Employee has not taken all of their PTO in any year by December 31, a maximum of eighty (80) PTO hours, as well as accrued comp time, shall roll over from year to year.

7. Upon termination of employment an Employee (or the Employee's estate in case of death) shall receive accrued PTO pay.

8. An Employee may opt to take an unpaid day off instead of a PTO day, even if the Employee has PTO days available. The Employee must inform the appropriate supervisor of a decision to take unpaid time in writing rather than PTO at the time of making the request. PTO days may be used to take care of a loved one. The Employee must get approval from their immediate supervisor to take the time off regardless of whether it is PTO or unpaid.

#### **ARTICLE XV. HEALTH CARE**

1. TRNN Employees shall continue to receive insurance, dental and vision coverage on the same basis as provided prior to the effective date of this agreement. TRNN will contribute the full individual medical premium and shall cover no less than 30% of dependents.. Employees who work an average of 20 hours or more per week shall receive health benefits and all other benefits on a pro-rata basis, using 30 hours per week as the benchmark.

2. The Employer shall retain a healthcare provider that covers birth control.

#### **ARTICLE XVI. LEAVES OF ABSENCE**

1. If an Employee is elected or appointed to a position in The Newspaper Guild-CWA or AFL-CIO, or local of The Newspaper Guild-CWA, or an organization with which The Newspaper Guild-CWA is affiliated, or in the organized labor movement, such Employee, upon the Employee's request, shall be given an unpaid leave of absence,

and shall be reinstated in the same or a comparable position upon the expiration of such leave, if the leave of absence is no greater than 12 months. Such leaves may be extended by mutual agreement.

2. a) An unpaid leave of absence upon request shall be granted to an Employee elected or appointed delegate to conventions of The Newspaper Guild-CWA, AFL-CIO or any organization with which The Newspaper Guild-CWA is affiliated, or as a delegate to special meetings called by The Newspaper Guild-CWA, or by a branch thereof or by an organization with which The Newspaper Guild-CWA is affiliated. Any such leave that involves more than one consecutive week off shall require approval by the Employer.

b) An Employee designated by the Guild to attend a negotiating meeting or other meeting between the Employer and the Guild shall be released for that purpose without loss of pay.

3. a) Family Leave (to include Maternity, Paternity, Elder Care, and Adoption) of up to at least 10 weeks with pay and up to an additional fourteen (14) weeks without pay shall be granted upon request. The Employee may use their accrued PTO in place of unpaid leave. In the case of an Employee choosing to foster a child, the Employer will negotiate with the Guild a fair policy for leave.

b) The provisions of this Section 3 apply equally to natural and adoptive parents.

4. The Family Medical Leave Act and the Americans with Disabilities Act shall apply to

the Employees of TRNN. For the purposes of this section, a domestic partner, as defined by Maryland law, shall be treated the same as a spouse.

5. TRNN Employees are entitled to paid bereavement leave of up to a maximum of five (5) days upon the death of a loved one. Employees may also discuss their needs for additional time off with the Employer, taking into consideration needs such as travel.

6. Time spent on leaves up to six (6) months provided for in this Article shall be considered service time with the Employer in computing severance pay, seniority, length of PTO, and all other benefits which depend in whole or in part upon the length of service with the Employer with the exception of the Employee taking another paid position which has been mutually agreed upon by the Employee and the Employer, unless otherwise negotiated between the Employer and the Guild.

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

## **ARTICLE XVII. JOB DESCRIPTIONS**

1. The Employer and the Guild will agree on the format to be used for job descriptions.

2. The Employer shall modify existing job descriptions as necessary to adhere to the format agreed to under Section 1 of this Article.

3. The Employer shall consult with the Guild before making any changes to any bargaining unit Employee's job description, with the exception of the name and title of



the manager. Notice of any proposed changes to job descriptions shall be provided to the Guild at least ten (10) business days before the proposed change is to take effect, with the new and old job description included. If the Guild does not respond during this ten (10) business day period the job description changes will be implemented. The Employer will not require any Guild Employee to perform substantial portions of two previously distinct jobs, as defined by the job descriptions, on a permanent basis. The Employer recognizes that substantial additional duties imposed on Employees may impact an Employee's ability to perform their ongoing duties.

#### **ARTICLE XVIII. TEMPORARY AND OTHER EMPLOYEES**

1. A temporary Employee, contractor, freelancer, consultant, or volunteer is one who is employed for a particular project or a specified time. Such individuals are exempted from Guild membership. These types of individuals shall not be used in such a way as to displace, reduce hours of or eliminate a current full-time or part-time position.

2. A part-time Employee is one who is hired on a permanent basis to work less than eight (8) hours a day/30 hours a week. Such Employees who work an average of 20 hours or more per week shall receive full health benefits and all other benefits on a pro-rata basis, using 30 hours per week as the benchmark. Part-time Employees are part of the bargaining unit and eligible for Guild membership under the terms of Article II. Part-time Employees will not be hired in such a way to circumvent payment of benefits to said Employees. If a temporary Employee, contractor, freelancer, or consultant based in the United States of America averages 20 hours per week over a

six (6) month period they shall be offered a position as a regular Employee.

Contractors, freelancers, or consultants based outside of the United States of America will be paid at a rate of US \$20.00 per hour equivalent at least.

3. The internship program of TRNN is intended to advance the knowledge and experience of individuals training to work in online news contexts. An intern shall be used for a period not to exceed one year. Interns shall be exempted from Guild membership. Interns shall not be used in such a way as to displace, reduce hours of or eliminate a full-time or part-time Employee.

4. Nothing in this article is to be construed to curtail current usage of the above-named exempt personnel.

#### **ARTICLE XIX. GENERAL WAGE PROVISIONS**

1. Provisions in any federal equal employment opportunity act, including the Fair Labor Standards Act, Equal Pay Act, Civil Rights Act, Age Discrimination in Employment Act and Americans with Disabilities Act, shall be applicable to the list of categories in Article IV, Section 2(a). In accordance with these federal laws, there shall be no cuts to wages or salaries to achieve equity.

2. a) The minimum base pay for exempt (salary) Employees shall be \$1,420 per pay period for full-time Employees, and shall be pro-rated for part-time Employees. The minimum base pay shall be \$17.75 per hour for non-exempt (hourly) Employees.

Maintenance of differentials. An Employee paid above the top minimum shall maintain

the same dollar differential above the new top minimum when minimums are increased. b) Merit increases: The minimum salaries established herein are minimums only; individual merit may be acknowledged by increases above the minimums. The Employer shall review the salaries of all Employees periodically for merit increase purposes.

3. Payment. Payment of wages shall be made bi-weekly.

4. There shall be a 3% wage increase per year on September 10th of every year this agreement is in effect.

5. Claims regarding inaccurate job/pay descriptions and classification shall be resolved using the steps outlined in ARTICLE VI. GRIEVANCE PROCEDURE.

## **ARTICLE XX. EXPENSES AND EQUIPMENT**

1. Necessary working equipment shall be provided and maintained by the Employer. This shall include internet service for an Employee working remotely. The Employer shall pay for equipment needed to reasonably accommodate a disabled Employee in the performance of their job.

All equipment belonging to the Employer will be returned within seven (7) days of termination/dismissal, layoff, or separation. Upon termination of employment the Employer may sell equipment at the following calculated cost to the Employee:

First Year: 80% of purchase price

Second Year: 60% of purchase price

Third Year: 40% of purchase price

Fourth Year: 20% of purchase price

Fifth year: 0 percent

a) An Employee may elect to use personal equipment, but shall not be required to do so. If an Employee's personal equipment is damaged or stolen in the course of performing their job with the Employer, the Employer shall provide repairs or replacement.

2. Assigned travel required for work purposes shall be reimbursed. Only documented and approved work-related travel will be accepted for reimbursement upon the presentation of receipts.

a) Hotel bills may include only the room charge (including taxes), and parking. Employees are expected to use pre-approved accommodations, arranged by the administrative staff, except for extraordinary circumstances (i.e. remote field shoots). Employees shall not be required to share a room.

b) The Employer will provide a minimum of \$50 per diem (per day) for meals eaten while on work-related travel.

4. All requests for reimbursement must be sent with appropriate receipts to the financial administrator for payment. Employees shall submit purchase orders for their expenditures, except for extraordinary circumstances (i.e. remote field shoots) and

those expenditures are still subject to management approval.

5. If the Employer determines that an Employee is in need of a new computer and/or cell phone, the Employer will pay for a reasonably-priced computer and/or cell phone. Upon termination of employment the Employer may sell the computer and/or cell phone at the following calculated cost to the Employee:

First Year: 80% of purchase price

Second Year: 60% of purchase price

Third Year: 40% of purchase price

Fourth Year: 20% of purchase price

Fifth year: 0 percent

## **ARTICLE XXI. GRANT FUNDING**

Grant funding shall not be used to fund existing Employee salaries in a way that retroactively makes the existence of the Employee's position contingent on continued available grant funding.

Staff hired into project-specific positions created as a result of receiving a specific grant shall be considered temporary Employees, with the length and scope of position defined by the conditions and length of grant funding. The Employee must be notified about these terms of their agreement before their hire. Grant-funded temporary Employees may be offered an ongoing position, at a compensation level appropriate for the position, after their grant-funded tenure is complete, but do not have to be hired

at the same level.

## **ARTICLE XXII. EMPLOYEE INTEGRITY**

1. An Employee shall not be required to perform any practice that is illegal, inappropriate, or unsafe. An Employee shall not be required to use the Employee's position as an Employee for any purpose other than performing the duties of the Employee's position. The Employee may be asked to appear in advertisements or fundraising promotions for TRNN.

2. An Employee's byline or credit line shall not be used over the Employee's protest. Substantive changes in material submitted shall be brought to the Employee's attention before publication. An Employee shall not be required to write anything for publication in such a way as to distort any facts or to create an impression which the Employee knows to be false. Bylines and credits shall be offered to bargaining unit Employees for the hosting, production, shooting, editing, etc. of all stories, photos, and/or videos.

3. In the event that substantive changes are made in the Employee's story or photo, the Employee shall be consulted before publication if at all possible; if the Employee cannot be consulted before publication the byline or credit shall not be used.

4. An Employee shall not be required to use the Employee's position as an Employee for any purpose other than performing the duties of the position.

## **ARTICLE XXIII. PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION**

1. An Employee may refuse, without penalty or prejudice, to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of the Employee's sources, in connection with employment. An Employee also may refuse, without penalty or prejudice, to authenticate any material to any entity outside of TRNN. The Employer shall not give up custody of or disclose any of the above without consent of the Employee.
2. The Employer shall notify the Employee concerned, and the Guild, of any demand on the Employer for such surrender or disclosure or authentication.
3. The Employer shall maintain E&O insurance coverage from a company or product similar to policy active at the time of this agreement (Chubb MediaGuard).

## **ARTICLE XXIV. GENERAL PROVISIONS**

1. Bulletin Boards. The Employer agrees to provide an accessible information center for Employee notices and other information relevant to their work. In addition, such space will be available for Guild notices and information.
2. Strikes. An Employee shall not be required to handle struck work, nor shall an Employee be required to cross picket lines in the course of their work.
3. Outside Activity. Employees shall be free to engage in any activities outside of



working hours, except as limited herein. If an Employee seeks outside employment, the second job should not hinder the Employee's ability to perform job-related requirements for TRNN. Nor should they be in conflict with TRNN activities, or involve the use of TRNN equipment, programs, work hours or assets, or confidential information learned directly or indirectly through employment at TRNN. Outside employment which is in conflict with the job performance of the Employee's duties or otherwise fails to follow the foregoing requirements may be grounds for termination.

4. Jury Duty and Witness Appearance. An Employee called to serve on a jury or to testify at a court or administrative proceeding shall receive regular weekly salary for up to 30 days during periods of such service or appearance, less any pay the Employee receives for the jury service. If an Employee has to serve for a period longer than 30 days, the Employee may seek to make arrangements for additional time off with pay with the Employer.

5. Voting time. An Employee required to work on Election Day during the hours polls are open shall receive adequate time of no more than three (3) hours off with pay to enable the Employee to vote, or greater if state laws provide for a longer period.

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

7. In a spirit of cooperation and respect, the Employer agrees to install a system where Employees can offer positive suggestions to be reviewed regularly by the Employer. Those who offer suggestions may sign their name or submit their suggestion anonymously if they prefer.

8. The following policy documents shall be determined by mutual agreement between the Employer and the Guild within 90 days of signing this contract:

- Editorial Standards & Journalistic Code of Ethics
- Employee Handbook
- Employee Evaluations form
- Job Description format

9. The parties will establish a joint Labor-Management Committee (LMC), composed of three (3) union-appointed members and three (3) management-appointed members. Members of the LMC and any ad hoc working groups will be chosen with a commitment to maintaining diverse representation and avoiding disproportionate burden of responsibility on internal teams or departments. An agenda will be decided upon three (3) business days prior to the meeting.

The LMC shall meet at least quarterly and, in its discretion, more frequently. The LMC will seek to identify and resolve issues of mutual concern to TRNN and the Guild. The LMC further will support and facilitate the attainment of TRNN's goals, and enable Employees to be more effective in accomplishing TRNN's mission. The committee may take up non-grievance issues that affect the relations of an Employee and TRNN.

Decisions and recommendations of the LMC shall be by consensus.

10. TRNN will notify the Guild and the Employees at least 10 business days before regularly scheduled meetings of the Board of Directors.

## **ARTICLE XXV. RESPECT AND DIGNITY**

1. The parties acknowledge the following:

a) The Employer and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of TRNN, and to meet the highest standards in such service.

b) The Employer and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all Employees of TRNN with respect and dignity.

c) The Employer and the Guild agree not to commit any act that will reasonably tend to degrade or bring the Employer and the Guild into public hatred, contempt, or ridicule, or tend to shock or offend, or to prejudice the Employer or the Guild in general.

d) The Employer agrees to work closely with the Guild, through the Guild unit officers and any other committee, to explore all reasonable means to help Employees improve their performance and to enjoy success on the job.

2. It is the intent of the parties, as is reasonably practical, to include Employees in discussion of organizational and departmental work plans and goals.

3. Each Employee's work assignments or directives shall be consistent with the intent of the preceding statements found in Section 1(a-d) and Section 2.

#### **Article XXVI. TRAINING AND EDUCATION**

1. The Employer shall provide access to educational courses, mutually agreed upon by the Employer and Employee, which will improve the skills of the Employee in the Employee's present job or train the Employee for promotion to higher positions.

2. The Employer will train and orient new/transferee/reassigned Employees in a timely fashion so that they will be able to effectuate their assigned tasks, provided that the subject matters of their training shall not be construed as limiting in any way the tasks they may be assigned. When Employees are assigned to train new hires, the Employer will ensure that there is adequate time set aside for said training so that the training does not interfere with the Employee's other assigned tasks.

3: All Employees shall be entitled to a minimum of one course, conference, or other training opportunity annually, mutually agreed upon by the Employer and Employee. The Employer shall also, when practical, use internal resources for professional development.

#### **ARTICLE XXVII. WORKPLACE STANDARDS**

1. The Employer shall conduct monthly staff meetings. Both Management and Guild members may contribute to the agenda.

2. Evaluations shall be performed twice a year for all Employees. Structure and content of evaluations shall be determined by mutual agreement between the Employer and the Guild.

a) Full evaluations shall be performed by an Employee's direct manager on a yearly basis.

b) Evaluations shall consist of an agreed-upon format negotiated by the Guild and Employer, and a meeting with the Employee's direct supervisor to discuss their evaluation.

c) Both the Employee and their direct manager shall sign a completed evaluation form to indicate the full evaluation has taken place; both the Employee and manager shall receive a copy of the completed and signed evaluation form.

d) Cost of living raises shall not be affected by evaluation result, but evaluation results can be factored into assessment for merit pay.

e) If an Employee receives a performance evaluation that is not satisfactory, management shall make available professional development training related to their performance when appropriate. An additional full evaluation shall be performed six months later.


f) This evaluation agreement shall tentatively go into effect within 90 days of signing of this agreement.

**ARTICLE XXIX. DURATION AND RENEWAL**

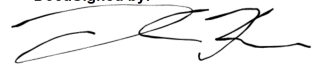
1. This contract shall commence on the 1<sup>st</sup> day of August 2021 and expire on the 31<sup>st</sup> day of July, 2023, and shall inure to the benefit of and be binding upon the successors or assigns by merger, consolidation or otherwise, of the Employer.

2. Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on August 1, 2023. All of the terms and conditions contained in all articles and sections of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to July 31, 2023, the new contract shall be made retroactive to August 1, 2023.

AGREED ON THIS DAY October 25, 2021

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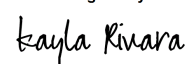
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