

News Media Guild-Guardian Contract

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**NEWS MEDIA GUILD-GUARDIAN US
COLLECTIVE BARGAINING AGREEMENT
October 6, 2020 – March 31, 2024**

Preamble

This contract is made this 25th day of August 2021, between Guardian News and Media, L.L.C., a corporation, hereinafter known as the Employer, and the News Media Guild, Local 31222, a Local chartered by The NewsGuild-CWA (AFL-CIO, CLC) hereinafter known as the “Guild,” or “Union” for itself and on behalf of all employees of the Employer described in Article I, for whom the Guild is the exclusive collective bargaining agent.

Article 1-Coverage

1. This contract covers all full-time and regular part-time employees of the Employer in its editorial department in journalistic roles, except as provided in Section 2.
2. The following editorial department employees are excluded from this contract: Editor-in-Chief, the Deputy Editor, Head of News, the Deputy Head of News and the Managing editor and the West Coast Editor, providing the West Coast Editor is supervising more than four full-time employees.
3. Performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this contract:
 - (a) The kind of work normally or presently performed within the unit covered by this contract,
 - (b) Any work similar in skill, or performing similar functions, to the work normally or presently performed in said unit, and,
 - (c) Any new work assigned to be performed by employees within said unit.
4. The Employer agrees to limit the number of National Union of Journalists (NUJ)-covered employees who were originally hired outside the United States under the terms of the Guardian-NUJ House Agreement, but who later transfer to the United States under the “Long Term International Assignment Policy” (or any successor policy) to perform work within the bargaining unit [“Secondment Employees”] to a maximum of 30% of journalist roles in the editorial department.
5. The Company will not use the employees in Section 4 above to enable the layoff of an employee or the elimination of a position covered by this agreement or employee benefits under this Agreement. If such employee performs bargaining unit work as defined in this article and is no longer covered by the Guardian-NUJ House Agreement or the “Long Term International Assignment Policy” (or a successor policy) he/she shall be covered by this Agreement.

Article 2-Additional Departments

Upon showing by the Guild through a card check that it has obtained a majority in any other department of the Employer, subject to prompt card check review by the American Arbitration Association, if requested by the company, the Employer agrees to immediately recognize the Guild as the exclusive bargaining agent of the employees in such department or departments as part of the current bargaining unit and further agrees to enter into negotiations for a supplement to this agreement covering such department or departments. In accordance with the election rules of the National Labor Relations Board, disputes regarding unit placement that do not affect majority support will be resolved in such bargaining. Absent agreement, the parties will arbitrate unit placement issues in accordance with National Labor Relations Act standards.

Article 3-Foreign Posting

1. The Company seeks to ensure fair and equal treatment for foreign-based staff. Employees transferring to another country will either be covered by the Long-Term International Assignment Policy (latest version August 2015) or will convert to local terms in the Country where the job is located. Terms of the role will be identified during the recruitment process.

The long-term assignment policy only refers to overseas assignments where the employee remains on underlying terms in their original country.

2. The Company will not outsource editorial functions in order to cut labor costs through the use of foreign labor.

3. All journalists taking up a foreign posting will receive a letter setting out the terms on which they have been transferred abroad, and the main arrangements.

4. It is the intention of the company that no employee shall suffer financially as a result of employment abroad. In any case where that possibility is thought to arise, the employee shall supply, if requested, detailed figures of expenditure and all other relevant factors affecting income for review by the Managing editor.

Article 4-Fair-Share Representation Fee

1. No employee covered by this agreement shall be required by law to become a member of the Guild or to remain a member as a condition of employment.

2. As all employees, Guild members and prospects for membership alike, are entitled to fair representation by the Guild, employees shall pay union dues or a fair-share representation fee equal in amount to the union dues that are lawfully assessed by the Guild on Guild members, as a condition of employment.

3. Dues will be in conformity with the News Media Guild bylaws and the NewsGuild Constitution.

4. After 30 days written notice to the Guardian and the employee who is not meeting his/her financial obligation as required by this Article, such employee will be prohibited from working for the Employer until it is notified in writing by the Guild that the employee has met his/her financial obligation.

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

Article 5-Dues Deduction

Upon an employee's voluntary written assignment, the Employer shall deduct from the biweekly earnings of such employee and pay to the Guild not later than ten (10) days after the deduction an amount equal to Guild initiation fees, dues or fair share representation fee 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 that conform with its bylaws and constitution, which include the formula for the amount to be deducted. While such schedule may be amended by the Guild at any time, the Employer and the employee will be notified of any subsequent changes. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

The payment of dues, fair share representation fees and assessments cease when an employee resigns from employment or moves into a position not covered by the collective bargaining agreement.

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

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To Guardian News and Media, LLC:

I hereby assign to the News Media Guild, and authorize the Employer to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues, fair representation fees 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 News Media Guild not later than ten (10) days after the deduction.

This assignment and authorization shall remain in effect until revoked by me in writing-by certified mail to both the Employer and the Guild on my birthday or the fourteen following days or no more than (thirty) 30 days or less than fifteen (15) days prior to the expiration of each successive collective bargaining agreement 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 Guild dues or fair share representation fee towards 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 heretofore given by me in relation to Guild initiation fees, dues or fair share representation fee and assessments.

Employee's signature

Date

Article 6-Security

1. The Company will continue to provide a supportive environment for employees. There shall be no discipline or discharge except for just and sufficient cause. A reduction in staff for economic reasons shall constitute just cause. In the event of a termination for economic reasons, the employee shall be notified in writing at least four weeks in advance of such dismissal. The Company may issue pay in lieu of notice. Copies of all such notices will be simultaneously provided to the Guild.

For all other dismissals, the employee and the Guild will be promptly provided in writing with details regarding the dismissal that are known by the Employer at the time of the discharge.

Employees will, where practicable, notify managers in writing at least two weeks in advance of anticipated departure dates from employment with the Guardian.

The disciplinary and performance procedure shall be progressive and corrective rather than punitive to help staff maintain acceptable levels of conduct and performance. In making its decisions the employer will consider if:

- a. The employee knew of the company's policy
- b. The company's policy was reasonable
- c. The company investigated to determine that the employee violated the policy
- d. The investigation was fair and objective
- e. Substantial evidence existed of the employee's violation of the policy
- f. The company's policy was consistently applied
- g. The discipline was reasonable and proportional

2. At his/her option, an employee shall be entitled to have a Guild representative present at all meetings called by the company to discuss potential discipline. He/she, the Guild representative and the Guild office shall be notified of that fact in a written invitation to the meeting at least one day before the meeting begins. If no representative is available, the meeting shall be reasonably postponed to allow for such Guild representation, if requested. Employees and the Guild will also be given copies of any documents that will be produced or discussed during such meeting.

3. There shall be no significant increase of job duties upon an employee without a corresponding decrease in other job duties except in the case of a promotion to a new role, in the short-term following a reduction in force and short-term absences. Absent a corresponding decrease in job duties, whenever the work force is reduced below normal because of employees leaving a role in the

bargaining unit, long-term absences, or transfers to other offices sufficient additional support shall be arranged to prevent an increase in the workload.

4. In selecting employees for termination in the event of a staff reduction for economic reasons, the Employer shall give major consideration to length of service in the classification being reduced provided the employee has the skills and ability to perform the available work.

- Length of service means length of continuous staff employment with any enterprise of the Employer or with any subsidiary, predecessor, or related company.
- Skills means the expertise developed during tenure with the company.
- Ability means demonstrated performance in the employee's current position or previous positions with the company as relevant.

(a) An employee selected for economic dismissal may elect, within fourteen (14) days after receipt of the notice of termination, to move into a position in the same office in:

- (i) a classification in which the employee has worked provided the employee has the skills and ability to perform the available work, or
- (ii) another classification in which the employee has the skills and ability to perform the available work.

In either instance, the employee shall be entitled to claim a position by virtue of the employee's length of service with the Employer. The employee displaced shall be the one with the lowest length of service in such classification in the office.

(b) An employee displaced by an employee in section 5 (a) above may similarly elect to move within fourteen (14) days into:

- (i) another classification in the office in which the employee has worked and has the skills and ability to perform the available work, or
- (ii) another classification in the office in which the employee has the skills and ability to perform the available work. In either instance, the employee shall be entitled to claim a position by virtue of the employee's length of service with the Employer. The employee displaced shall be the one with the lowest length of service in such classification in the office. Alternatively, the employee may elect to take severance pay provided by Article 8, Severance.

(c) An employee who moves into a lower classification shall be paid the top minimum for that classification plus whatever dollar differential above minimum the employee enjoyed in the classification from which the employee was displaced.

(d) Each employee dismissed to reduce the force, and each employee who has elected to move into another classification, shall be placed upon a rehiring list for 18 months. Employees will have access to all job postings during the recall period, so they may apply for available vacancies. Employees who accept the voluntary enhanced severance buyout option will not be placed on the rehire list. The Employer shall fill each vacancy on a first preference basis with a person on the list provided he/she:

(i) has the skills and ability to perform the available work, in the order of length of service based upon service in the classification in which the vacancy occurs.

(ii) submits an application for the position in the requested format and by the published deadline

(e) Employment shall be deemed continuous unless interrupted by (a) dismissal for just and sufficient cause or (b) resignation or (c) refusal to accept an offer of rehire into the classification in which an employee worked when dismissed. Any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after rehire.

Except when calculating future severance and notice periods, time spent on the rehiring list by a dismissed employee shall not constitute a break in continuity of service, but would not be counted as time served, in computing length of service.

(f) An employee rehired or retransferred under (d) shall be paid the applicable minimum for the classification into which the employee is rehired or retransferred plus whatever dollar differential above minimum the employee was paid when displaced or dismissed.

5. The Guild and all employees shall be notified at least sixty (60) days in advance of dismissal by way of sale, discontinuance of publication or closure and of any reduction in force affecting thirty-three (33) percent of the employees or fifty (50) employees, whichever is less, or sixty (60) days' compensation shall be paid to all employees in lieu of notice. Such notice or compensation in lieu of notice is distinct from and in addition to any severance pay due under Article 8, Severance.

6. The Guild shall be given one (1) months' notice of intent to introduce new or modified equipment, machines, apparatus, or processes, if it creates a new job classification or significantly alters the job content of an existing job classification. No employee shall be dismissed as a result of the introduction of new or modified equipment, machines, apparatus or processes, and an employee whose displacement has been agreed to shall be retrained at the expense and on the time of the Employer in accordance with the training specified in Article 29, Training and Education, Section 5, and continued in the employ of the Employer in a suitable job, at no reduction in classification and salary or impairment of benefits.

Such training may also include training workers for employment in other fields.

Employees are not expected to be immediately proficient in all of these duties. They are expected to give a fair effort and endeavor to improve over time, and an employee who meets this obligation shall not be subject to discipline. The time period for improvement shall be proportionate to the change and agreed between the employer and the Guild at the time of notice.

7. The employee shall have paid rest breaks of the number and length that are reasonably necessary to give their eyes and bodies adequate rest if engaged in sustained or repetitive work on computers or alternative displays. No such rest break shall lengthen the employee's workday.

8. The Guardian supports a transparent system of staff appraisals to eliminate the arbitrary assessment of job performance to provide a better basis for promotions and transfers. Employees will

have the right to appeal to the Managing Editor. Evaluations will not be used as a disciplinary mechanism or be used as the only factor to determine merit pay increases.

9. There shall be no dismissals as a result of putting this agreement into effect.

10. Any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation shall be placed in his/her personnel file. The Employer shall furnish to the Guild simultaneously with its being given to an employee a copy of any written warning informing the employee of potential discipline.

The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse. An employee and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file. If no further conduct or performance issue of a same or similar nature arises within one year of any written warning, such written warning shall henceforth be disregarded for disciplinary purposes and the record destroyed or deleted from all Employer files, except when gross misconduct or a serious breach of the Employer's Code of Conduct Policy is involved.

Article 7- 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 but excludes the Employer's assignment rights and control over editorial decisions and content unless modified by contract.

2. The Employer agrees to meet with the committee within five days after request for such meeting. A maximum of two members shall be given time off for such meetings, or more if by mutual agreement. Efforts to resolve grievances shall be made on Employer time.

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 first 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 American Arbitration Association. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Article 8-Severance Pay

1. The Company need not grant severance pay to employees terminated for any reason constituting just and sufficient cause, except for a dismissal to reduce the size of the staff or a dismissal due to The Company's assertion of the employee's inability to perform his or her job duties.

2. Prior to economic dismissals to reduce the size of the staff, the Company will first offer a voluntary buyout to staff and will pay in a lump sum equal to three (3) weeks' for every year of service (or quarter

thereof). Length of service will be rounded to the nearest quarter, up to a maximum of fifty (50) weeks, with a minimum of five (5) weeks' payment for anyone with at least three (3) months of service. The Company reserves the right to accept or deny buyout applications based on business needs and strategy, in line with the plan for staff reductions.

For the first three months of eligible COBRA coverage, the Company will make the same contribution to medical and dental insurance for any employee and dependent coverage the employee is enrolled in at the leave date. The employee will need to continue to make their same contribution for any dependent coverage for this three-month period to maintain coverage.

3. If voluntary buyouts do not achieve the required level and/or type of volunteers, and staff are laid off involuntarily, the Company will pay severance in a lump sum equal to two (2) weeks' pay for every year of service, to the nearest quarter, up to a maximum of forty (40) weeks for anyone with at least three (3) months of service.

4. In the case of a non-economic dismissal due to the Company's assertion of the employee's inability to perform his or her job duties, the Company will pay severance in a lump sum equal to 1 week per year served, rounded to the nearest quarter year, up to a maximum of twelve (12) weeks, with a minimum of two (2) weeks' payment for anyone with at least 3 months of service.

5. Severance pay will be calculated using the regular weekly salary at the date of termination and is subject to the execution of the negotiated separation agreement and general release of all claims against the Company, except for timely filed grievances under said agreement.

Article 9 - Wage Minima

The Employer agrees to establish the following minimum rates in the following classifications effective April 1, 2021, April 1, 2022, and April 1, 2023. Employees will receive general wage increases of one and one-half (1.5) percent on April 1, 2021, one and three-quarters (1.75) percent on April 1, 2022, and two (2.0) percent on April 1, 2023.

Employees in the following classifications shall not receive increases in the minimums for his/her classification and the general wage specified below rather the employee shall receive whatever increase is higher.

For the compensatory increase due on April 1, 2021, April 1, 2022, and April 1, 2023, should the COLA exceed the compensatory increase, then the compensatory increase shall be adjusted to match the COLA. The COLA shall be computed in accordance with US DOL Consumer Price Index for All Urban Consumers (CPI-U) for the prior year.

Article 10-Part-Time and Temporary Employees

1. A part-time employee is one who is hired to work regularly works less than thirty (30) hours a week.

2. A fixed-term temporary employee is one employed for a special project or purpose for a specified time, in either case not to exceed twelve (12) months, unless extended by mutual agreement between the Employer and the Guild. Subject to Section 6 below, extension requests will not be unreasonably denied. The Guild shall be notified in writing as to the nature of such project and its duration.

On completion of their employment, fixed-term temporary employees will receive a hiring preference for 18 months from the end date of their temporary employment for positions they have the skills and ability to perform. This recall right is subordinate to the recall rights under Article 6, Security.

3. The term of a grant-funded temporary employee shall be limited to the length of the grant funding. The Guild will be notified which organization is funding the position and the length of such funding, including prompt notice of renewed or continued funding. After two years, such employees will receive a hiring preference for available regular jobs that they have the skills and ability to perform. Also, on completion of their employment, grant-funded temporary employees will receive a hiring preference for 18 months from the end date of their temporary employment for positions they have the skills and ability to perform. This recall right is subordinate to the recall rights under Article 6, Security.

4. Temporary employees are covered by all contract terms except for the staff reductions provisions in Article 6.5, Job Security and Article 8, Severance Pay.

5. The company will provide the Guild office by email two weeks' written notice when it intends to extend an employee's temporary period.

6. A part-time or temporary employee shall not be employed for work normally or appropriately performed by a regular full-time employee, nor where, in effect, such employment would eliminate or displace a regular or full-time employee.

7. A part-time employee shall be paid the equivalent of the agreed minimum salary or the hourly rate provided for the employee's classification and experience.

8. No employee who is working part-time or on a flexible work pattern shall be required to change their hours or shifts unless they choose to apply for a new role.

9. A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits except those in Article 23, Insurance and Article 18, Sick Leave, Section 6, Short-Term and Long-Term Disability, depending on length of service with the Employer, and not according to the actual hours worked.

Article 11- General Wage Provisions

1. Experience Definition. In the application of the foregoing schedules of minimums, experience shall include all employment in comparable work. An employee shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Guild notified in accordance with the provisions of Article 30, Information. An employee paid a salary above the minimum provided for the employee's actual experience shall receive an experience rating which conforms to the employee's salary. An employee advancing through the schedule of minimums shall

receive the increase provided thereby on the nearest January 1 or July 1 to their anniversary of employment in the classification, except that an employee whose salary falls between minimum brackets shall have the employee's experience rating increased accordingly and shall advance to the next experience step-up in proportionately shorter time.

2. There shall be equal pay for equal work or work of equal value.

3 (a). The duties of a job may be altered by agreement of the parties on the new job duties and applicable minimum salary.

(b) Should the Employer create a new job, it shall furnish the Guild with a proposed job description, and the parties shall negotiate a new minimum. If agreement on a job description and minimum cannot be reached, the Guild may submit the controversy to final and binding arbitration under Article 7.

(c) New minimums shall be effective on the date new job duties and responsibilities take effect.

4. No Pay Cuts. There shall be no reduction in base salaries except when an employee's hours are reduced from full-time to part-time.

5. Higher Classification Work. An employee who works in a higher classification on a temporary basis for more than two weeks shall receive at least the minimum in the higher classification next higher than the employee's regular salary, or 10% above the employee's regular salary.

6. Maintenance of Differentials. An employee paid above the top minimum of the employee's classification shall maintain the same dollar differential above the new top minimum of the employee's classification when minimums are increased.

7. Merit Increases. The minimum salaries established herein are minimums only; individual merit shall be acknowledged by increases above the minimums. The Employer shall review the salaries of all employees at least every twelve (12) months for merit increase purposes, with the understanding that there may not be merit increases every year.

8. Rest intervals. Employees will report to work not less than 12 hours after leaving work.

9. Weekend Differential. Employees who accept a weekly position that regularly includes weekends (at least two weekends per month, on average) shall receive a base salary of at least 10% higher than the top minimum in their category

10. Stand-by differential. Employees shall not be assigned to work stand-by hours over their objection. Those who voluntarily accept stand-by assignments (either through the use of a beeper, cellular phone or similar device) shall be paid fifty dollars (\$50.00) for each day spent on stand-by, and shall be paid a minimum of two hours, if overtime non-exempt, or a half-day in lieu time, if overtime exempt, if called in to work.

Article 12- Miscellaneous

1. Bulletin Boards. The Employer agrees to provide space on bulletin boards for the use of the Guild.
2. Strikes. An employee shall not be required to cross picket lines.
3. Copyrights

The existing copyright terms that apply to employees covered by the National Union of Journalists in the United Kingdom, which includes the revenue sharing resulting from the sale of spot news, and changes that result from their current negotiations with the Guardian will apply to employees in the United States. They will be considered under U.S. Copyright law and will not conflict with this agreement.

4. Other Projects

The Company recognizes the talent, skills and knowledge of its editorial staff and that editorial staff will seek to further their career development. The Guild recognizes the role of the Company in nurturing and showcasing its journalists and their work and the goodwill that association with the Company engenders.

(a) Where appropriate, the Company shall always seek other opportunities which develop and support its editorial staff and the Company's brand and well-being.

(b) Editorial staffers are expected to discuss first with the Company any plans he or she may have to develop video, audio and photographic projects and/or to publish books, pamphlets and similar publications during the course of his or her employment with the Company, thus giving the Company the opportunity to offer terms and/or benefits to develop such projects and/or books, etc.

(c) Editorial staffers are requested to declare to the Company any approaches they receive from third-party production companies, publishers, and agents on the understanding that the Company may be able to offer matching or more favorable terms and/or benefits.

(d) The Company expects first worldwide serialization of any original books, pamphlets and the kind written by journalist for publication by third parties. Should the Company and the journalist or their appointed agents fail to reach agreement over serialization then the journalist shall be free to enter into an arrangement with another media outlet. Nothing in this Agreement shall bind the Company to publish any extracts or serialization.

5. Outside work.

(a) Journalists of the editorial staff have the right to seek outside work during the course of his or her employment with the Company. While acknowledging journalists' individual right to freedom of expression and conscience, such work shall not use knowledge and experience acquired in the Company's employment in a way that may be deemed damaging to the Company or its associated media companies, nor interfere with the work of the Company or its associated media companies, nor with journalists' ability to work for the Company at a satisfactory professional level.

b) Whenever possible the name of the Company should be quoted wherever the name of the journalist is used.

c) During the course of his or her employment with the Company, journalists shall not without prior written consent from the Managing Editor (such consent not to be unreasonably withheld or delayed) work for any other daily newspaper or their websites, or any other media organization which is in competition with the Company or its associated media companies.

6. Voting Time. All employees are encouraged to vote before or after normal working hours. However, there may be times when this is not possible. If employees must vote during working hours, they may take up to two (2) hours off working time to enable them to vote, but this must be approved in advance by the employee's supervisor.

7. Voice. The Guild shall be represented on any editorial boards or internal news committee teams by a Guild-appointed employee.

8. While the employer does surveillance of the worksite for safety reasons, it shall not be used to measure performance or for possible disciplinary reasons. Surveillance includes electronic supervisors, tape recordings, telephone monitoring systems, monitoring of employees' electronic files or voice mail, or similar procedures or devices.

9. Flexible Work/Job Sharing. Upon sixty (60) days written notice, and with the consent of the Employer, any employee shall be permitted to share a full-time job, with no loss of benefits or protections under this contract. Job sharing shall not result in fragmenting full-time jobs into permanent part-time jobs or eliminating jobs. Any full-time employee sharing a job shall have the right to reclaim the employee's former job; an employee with one or more years of service who is displaced as a result shall have rehiring rights in accordance with Article 6, Section 13(h) of this contract. Either the employer or any participant may revoke the agreement at any time with at least three (3) weeks' written notice.

10. During the life of the collective bargaining agreement, the Information Security Policy, Version 3.2, May 2018, will apply to News Media Guild bargaining unit employees. If the terms and conditions of employment of the Policy are inconsistent with the collective bargaining agreement, the contract will prevail. The Policy is not intended to interfere with employees Section 7 rights under the National Labor Relations Act, which includes communicating about working conditions.

11. Should a policy conflict with terms of the collective bargaining agreement, the contract will prevail.

12. The Employee Referral Policy and the referral payment provided thereunder, will remain unchanged and in effect during the life of the contract.

Article 13- Mobile Devices and Communications

Employees remain free to make reasonable personal use of the Company's computer equipment, networks, systems, portable electronic devices, smart phones, internet accounts and other communications systems ["Company communications systems"]. The Employer will provide clear,

written notice to all employees of any changes to monitoring or surveillance of employee activities on Company communications systems. Notice shall be by email and by posting clearly visible notices in appropriate work areas. Information obtained in violation of this notice requirement shall not be used to support employee discipline.

(a). The Company shall provide reasonable and adequate training to any employee who is directed to use Company communications systems, social media or equivalent communications systems for job related communications.

(b). The Company shall defend, protect, indemnify and hold the employee harmless for Company-directed, job related communications on social media sites or equivalent communications accessible to the public.

(c). Employees shall not be required to communicate on social media or the equivalent at Company direction except on Company time. Employees shall be compensated for any time spent at Company direction on social media or equivalent communications sites, including overtime pay where applicable.

(d). Employees shall not be responsible nor disciplined for the communications of another person on social media or equivalent communications sites.

(e). No employee is obliged to accept a contact invitation from a manager, supervisor, or any other employee on a personal, password protected social media site.

(f) No employee shall be requested or required to disclose a password to a personal social media site, email account, or other password-protected communications system.

(g) Employees have a legally protected right to communicate on social media with coworkers and the Guild for mutual aid and protection. Notwithstanding any other provision of this policy, employees have a legal right to speak candidly and critically on social media about union activity, terms and conditions of employment, collective bargaining, personnel policies and contract terms, and complaints, grievances or litigation regarding working conditions. Employees are encouraged to resolve problems internally before making it known on social media.

Article 14-Hours and Overtime

1. The workweek shall consist of forty (40) hours, exclusive of daily meal breaks. The workday shall be eight (8) hours falling within eight and one-half consecutive hours. Except in California where overtime is paid after the normal work day, authorized overtime work will be paid in wages to non-exempt employees who work more than forty (40) hours a week. In California, overtime will be paid in compliance with local overtime requirements. Work time for overtime purposes includes paid sick leave. Employees are entitled to an unpaid thirty (30) minute lunch break to be taken approximately in the middle of the scheduled workday. In addition, employees who start work before 11a.m. and continue working later than 7 p.m. are entitled to an additional meal period of at least twenty (20) minutes between 5p.m. and 7p.m.

2. The workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 11:59 p.m. For

overtime and holiday purposes the workday shall be credited to the day containing the employee's start time.

3. An employee who works after her/his workday shall be paid for the time worked, but not less than two (2) hours, if non-exempt, or a half-day in comp time in addition to if exempt. An employee who is called to work on a scheduled day off shall be paid a full day's pay, in addition to payment for all other time worked that week, at overtime rates for any time exceeding 40 hours.

4. Employees whose assignments deprive them of adequate rest intervals before their next scheduled start time shall be allowed reasonable latitude in reporting for their next scheduled starting time. No deductions from regular salaries or differentials for such time under the foregoing circumstance shall be made.

5. Work schedules of days and hours shall be posted two weeks in advance of the week for which they apply. There shall be a minimum of twelve (12) hours between scheduled shifts.

6. Except for employees hired to work weekends, no employee will be required to work every weekend. No employee is expected to routinely work beyond their scheduled hours of work.

7. Employees who are exempt from the foregoing overtime provisions of this article shall be compensated for time worked beyond 40 hours weekly with time off, with such work to be approved by a manager in advance.

Article 15-Expenses and Equipment

1. Rules regarding employee expenses are in the negotiated "Expense-Travel Policy," and the Remote Employee Expense Reimbursement Policy that was updated in June 2020, are addendums to this contract. All claims must be supported by receipts and should be submitted promptly. All legitimate business-related expenses incurred by an employee in the service of the Employer shall be reimbursed promptly. If a portion of an expense report is held up for review, all unquestioned charges shall be promptly paid.

2. An employee authorized to use the employee's automobile in the service of the Employer shall receive at least six months' notice before such authorization may be terminated.

3. Necessary working equipment shall be provided to an employee and paid for by the Employer, including equipment needed to reasonably accommodate a disabled employee in the performance of his or her job. All such equipment shall be safe and well maintained.

Article 16-Vacations

1. All employees are eligible for 25 paid vacation days on a calendar year basis and 28 days after five years of service.

2. Vacations must be pre-scheduled and pre-approved by an employee's line manager. The request should be made through the Company's time reporting system. Vacation requests will not be unreasonably denied.

3. To avoid the forfeiture of vacation time, the company will on or about Nov. 1, provide managers and employees with a list of their unscheduled vacation allotment to date. A list of the affected employees and amount of unscheduled days will simultaneously be provided to the union.

No more than two consecutive weeks can be taken without the Managing Editor's prior consent.

2. Vacations will be granted on a first-come, first-served basis.

3. Vacations may be taken in half-day increments.

4. An employee whose vacation time includes a holiday shall receive an additional day of vacation. The days off of each employee in the weeks preceding and following the employee's vacation shall immediately precede and follow the employee's vacation.

5. Vacation shall be taken within the calendar year it is earned. Recognizing the importance of time off, the Company and Guild encourages all employees to take their vacations. The company will set reminders and meetings to help schedule vacations annually, and will send a final warning to employees that states the unused vacation time must be used by Dec. 31 or it will be forfeit and unavailable for future use. The final warning shall be simultaneously sent to the Guild office.

6. More vacation can be carried over if an employee is unable to use it while on leave or, by mutual consent, if the operational needs of the company make it impractical for the entitlement to be taken.

7. Upon termination of employment an employee (or the employee's estate in case of death) shall receive payment for his/her earned and unused accrued vacation pay to the nearest half day. The Company will ask for repayment of any vacation taken that was not yet accrued. On an employee's written agreement, the overpayment will be deducted from an employee's final pay. It will be calculated at the applicable daily rate.

Article 17-Holidays

1. Each employee shall have the following holidays with full pay: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve and Christmas Day.
2. If requested by January 31, or upon hiring, an employee may substitute any recognized religious holiday for any holiday enumerated above. Work on the official holiday in Section 1 above will be paid at straight time if the employee exchanged it for a recognized religious holiday.
3. If a holiday falls on a weekend, employees will be granted a holiday on the nearest weekday.
4. An overtime non-exempt employee who works on any holiday shall be paid at the rate of one and one-half times their regular rate of pay in addition to the employee's regular weekly salary. An overtime exempt employee will be credited one and one-half days of compensatory time off for each day in addition to the employee's regular weekly salary.
5. Holiday work will be shared out fairly, by volunteerism where possible.
6. Compensatory time off, which does not include vacation days, cannot be forfeit.

Article 18-Sick Leave

1. Sick leave with full pay shall be granted to an employee for the duration of each illness or incapacity. A doctor's note is required for illnesses that are more than five days in duration, but there is no requirement for it to specify the reason for the absence.
2. Sick leave should be recorded in the time management system on an employee's return to work.
3. Except in a case of an emergency, an Employee should contact his/her line manager at least one hour before his/her start time each day (unless the absence is one of an ongoing nature) of an absence. The employee should provide the day the illness commenced, the general nature of the illness or incapacity and the length of likely absence.
4. No deductions for sick leave shall be made from overtime, vacation or holidays credited or to be credited to the employee.
5. Upon an employee's return to work, an employee's line manager may request an informal meeting to determine if reasonable adjustments are needed.
6. The employer agrees to continue its Short-Term Disability and Long-Term Disability benefits under the same terms and conditions in effect as of April 1, 2016.

Article 19 - Parental Leave

1. Parental leave – maternity, adoption and paternity – of ten (10) weeks at full pay, at the employee's regular rate of pay at the time they commence their leave, shall be granted upon request to employees who are expecting or give birth, or are newly matched for the adoption of a

child for which they will be a primary caregiver, provided they have one year or more of continuous service at the date the parental leave commences.

2. Parental leave will run concurrent with any leave available under the Family & Medical Leave Act and coverage provided under the Company's short-term disability benefit.

3. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without their consent, on account of pregnancy. There will no penalty for pregnancy.

4. A pregnant employee, upon request, shall be permitted to transfer from a job or working conditions that the employee believes may be hazardous to herself or the fetus during pregnancy without reduction in pay or impairment of benefits.

5. The beginning and end of leave shall be at the discretion of the employee, subject to agreement by the Company.

6. An employee is required to provide appropriate documentation showing the birth or placement/adoption of the child as soon as is practical after the event.

7. Unpaid leave after parental leave.

(i) Employees who are eligible for and take parental leave can request up to an additional one year of leave without pay, to commence immediately after their paid parental leave. The request will not be unreasonably denied.

(ii) An employee returning from parental leave, and any following unpaid leave, shall be reinstated in their job at the salary they would have received had their employment with the Company been continuous. An employee returning from leave, paid or unpaid, shall be reinstated in their job with full credit toward severance pay accrual, experience rating, and other length of service benefits.

(iii) Dependent on the operational needs of the Company, the employee shall be permitted to resume work on a staggered part-time basis over the period of a year from the end of their leave. The request will not be unreasonably denied.

(iii) An employee should notify his/her manager as soon as possible and provide at least fifteen (15) weeks in advance notice of the return-to-work date.

Article 20-Leaves of Absence

1. Upon request, the Employer shall grant an employee a leave of absence if in the judgment of the company it is for good and sufficient cause. Except for Sections 2 through 6 below and parental and medical-related leaves, employees will provide ninety (90) days' written notice of a request for a leave under this article and a minimum of 60 days' notice of the Employee's return date to the Employee's

immediate supervisor and the Vice President of Human Resources. Upon the expiration of such leave, the employee shall be reinstated in the same or similar position in the same office.

2. Up to two employees elected or appointed to a position in The NewsGuild-CWA or AFL-CIO, or a local of The NewsGuild-CWA, or an organization with which The NewsGuild-CWA is affiliated, or in the organized labor movement, shall upon request be given unpaid leave of absence for up to one year.

(a) An unpaid leave of absence upon request shall be granted to an employee elected or appointed delegate to conventions of The NewsGuild-CWA, AFL-CIO or any organization with which The NewsGuild-CWA is affiliated, and to a delegate to special meetings called by The NewsGuild-CWA, or by a branch thereof or by an organization with which The NewsGuild-CWA is affiliated.

(b) Employees applying for such leaves under Section 2 will, except in emergencies, give the Employer at least two weeks' written notice of such intention and specify the expected duration of the leave.

(c) An employee designated by the Guild to attend a negotiating meeting or other meetings between the Employer and the Guild, shall be released for that purpose without loss of pay.

(d) The Guardian recognizes the right of the union to hold meetings which enable-workers to attend and that is bound to impinge to some degree on the workday of the attending employees. The Guild will time the meeting to minimize the interruption of normal work. The union will consult with the Managing Editor on the timing of the meetings and to remind the employees of the need to avoid delaying production.

3. An employee shall promptly notify his /her direct supervisor and the Managing Editor when requesting an emergency leave, which is serious and unexpected, involving a member of his/her immediate family, which includes mother, father, stepparent, husband, wife, son, daughter, stepchild or domestic partner. Up to five (5) days paid leave will be granted per calendar year.

4. Upon approval of a line manager, an employee shall be granted leave with pay for up to five (5) days for a death in the family or household, which includes a parent, grandparent, spouse, domestic partner, child, grandchild, sibling, aunt, uncle, niece, or nephew and any 'step' or 'in-law' relations. Time off for the day of the funeral will also be given for extended family or a friend.

The Company recognizes that a death in the family affects individuals in different ways. An employee should talk to his/her line manager or a member of the Human Resources Department about circumstances which affect him/her which might warrant further bereavement leave. Such additional leave, if granted, will be unpaid. There is no service qualification for employees before bereavement leave can be taken. Any leave agreed will be on a pro-rated basis for part time employees.

5. The Company will give consideration to requests for compassionate leave from employees who have responsibility for caring for people with serious illnesses. No more than five days paid compassionate leave may be agreed upon per calendar year, pro-rated for part-time employees. If any employee feels that they need to take compassionate leave they should speak to their manager

and provide any documentation asked for to support the request. Compassionate leave is in addition to unpaid time off which may be taken to deal with an emergency situation.

6. Jury Duty and Witness Appearance. An employee called to serve on a jury or to testify at a court or related administrative proceeding shall receive regular weekly salary during periods of such service or appearance, provided he/she provides Human Resources with a copy of the notice or summons from the court to Human Resources as well as verification from the court clerk of having served. An employee called for such service or appearance who is released early is expected to return to work for the remainder of the work schedule, if practical. The employee may retain any mileage allowance, fee or other payments from the court for such jury service.

7. Time spent on leaves provided for in this Article shall be considered service time with the Employer in computing severance pay, experience rating, length of vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.

Article 21-Diversity, Equity and Inclusion

There shall be no dismissal of or other discrimination or harassment against an employee because of age, sex, race, creed, color, national origin, citizenship status, genetic information, marital or parental status, family relationship, sexual orientation, gender identity, veteran status, political activities or political belief, mental or physical disabilities. The Employer is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation and benefits.

1. The company will continue to strive to attain and maintain a diverse workforce through its ongoing efforts to increase employment by the company of members of underrepresented groups and to provide opportunities of development within the company.

2. The Employer shall interview at least two applicants from protected classes for all externally posted vacancies. The Employer's hiring standards shall not exceed those required to perform the job.

3. The Employer will continue to undertake recruitment efforts and build relationships with underrepresented groups, via institutions such as, but not limited to, colleges and universities, schools, journalist associations advocating for underrepresented groups, and publications targeted at those audiences. The company will communicate its diversity-focused recruitment efforts to hiring managers and in-house or third party recruiters.

4. In addition, the parties have agreed on the following approach. The company will:

- a) Track and annually report hire data by position;
- b) Provide an annual description of Company efforts to increase diversity; and
- c) Meet biannually with a Guild Diversity Committee.

5. The Company will consider the recommendation of the Guild Diversity Committee regarding methods for achieving a diverse workforce. Nothing herein shall prevent the Company and the Diversity Committee from meeting more often, upon mutual agreement.

6. The Employer agrees not to have or enter into an agreement with another employment binding such other employer not to offer or give employment to an employee of the Employer.

7. The company shall provide the union with a semi-annual report with the following information: a list of open bargaining unit positions at the Employer, and a list of places where recruiting has posted, circulated or otherwise disseminated (eg websites, listservs, social media groups) open bargaining unit positions. The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (eg. Attending the annual convention of the National Association of Black Journalists "NABJ").

8. The news desk shall maintain guidelines to promote the sourcing and freelancing bylines for demographic groups that are traditionally underrepresented within journalism. These guidelines shall be circulated on a semiannual basis to all bargaining unit employees. Department editors shall encourage the fulfillment of the guidelines.

9. Pursuing a grievance under Article 21 of this Agreement through arbitration shall be deemed a waiver of the employee's right to receive any monetary or other personal relief for such a claim from a court, administrative agency or other tribunal.

Article 22-Transfers and Promotions

1. All new and replacement staff roles will be advertised internally and will include a written job description. Employees will have at least two weeks to apply unless it is a re-advertisement. All internal applicants will be considered for interview and notified of the outcome (including, if requested and if applicable, the reason why he/she has not been invited to interview, or why he/she was rejected after interview).

2. Subject to prior consideration of the rehiring list (Article 6, Section 13(e)), applicants who are present employees and who, in the Company's judgement, have the ability to perform the job, shall be given first opportunity to try out for a position (see description of trial period in Section 3 below.) No more than one present employee need be given a tryout.

3. An employee promoted or transferred under this article shall be given a trial period of three months, which may be extended by agreement with the employee, the Guild, and the Company.

(a) During such trial period a promoted employee shall receive at least the minimum in the new classification next higher than the employee's salary in the classification from which the employee

advanced. During such trial period the employee may elect to return to the classification from which advanced, or transferred, without penalty or prejudice. The Company's evaluation of the employee's progress shall be discussed with the employee at specified frequent intervals during the trial period and at its end.

(b) At the end of such trial period, the employee shall be confirmed in the classification to which the employee advanced or transferred, unless the employee has been unable to perform the duties of the job. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification to which the employee advanced or transferred. If not so confirmed, the employee shall be returned to the classification from which the employee advanced or transferred, without penalty or prejudice.

(c) If the employee returns to the classification from which the employee advanced or transferred, the employee shall then receive the salary the employee would have received had the employee never been advanced or transferred. The period of service in the other classification shall be counted for all purposes as service in the classification from which the employee advanced or transferred.

4. The Company shall provide a full written explanation to an employee and the Guild of why such employee is not confirmed for promotion or transfer after the trial period.
5. No employee shall be transferred by the Company to another enterprise in the same city, or to another city, or to another job classification, whether in the same enterprise or in other enterprises conducted by the Company, or by a subsidiary, related or parent company of the Company, without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer. The Company will cover the cost of temporary housing and living expenses when an employee and aforesaid dependents initially relocates up to a maximum of 30 days. This is to allow time to find adequate, longer-term housing and will only apply if the employee has not had the opportunity to secure housing before they relocate because they have not had the opportunity to do so. The Company will also provide a reasonable relocation allowance, which can be used for flights, shipping and moving expenses, property deposit, broker's fee and the temporary accommodation.
6. On moving to another job within the company, employees shall receive a letter confirming the appointment, and setting out details of salary and other terms of employment.
7. Employees who are transferred or promoted are not expected to be immediately proficient in all of their duties. They are expected to give a fair effort and endeavor to improve during their trial period (see Section 3 above). An employee who meets this obligation shall not be subject to discipline. The trial period may be extended by agreement with the Guild and the Company. It may be waived or shortened by the Company.
8. The Company's promotional standards shall not exceed those required to perform the job.

9. No employee shall in any way be penalized for refusing to accept a promotion. On promotion to another job within the company employees shall receive a letter confirming the appointment and setting out details of salary and other terms of employment.

10. An employee promoted or transferred to a position with the Company outside of the Guild's jurisdiction shall have the right to return to the employee's former job classification within the Guild's jurisdiction, provided that such return does not injure the rights of employees within the Guild's jurisdiction or those on the rehiring list.

Upon such an employee's return to the employee's former job classification within the Guild's jurisdiction, the employee shall be credited with continuous service with the Company in the computation of all benefits which depend in whole or in part on length of service, but the time spent in a position with the Company outside of the Guild's jurisdiction may be deducted in computing such benefits and the time so spent shall not be included in computing the employee's seniority within the Guild's jurisdiction.

Article 23 - INSURANCE

1) The employer will maintain for the life of the contract:

a) its group hospital, medical, surgical and Major Medical, vision, and dental benefits coverage for employees covered by this agreement and their eligible dependents, which will be identical to those received by all of the company's non-Guild represented employees. The plan year begins on Aug.

b) the percentage of copayments, deductibles, annual maximums, coinsurance, and other insurance-related expenses borne by employees and their eligible dependents will be identical to those received by all of the company's non-Guild represented employees.

2) The employer will pay 100% of the employee's medical and dental premium expenses for the life of this contract. The Employer will pay the percentage of the premium cost of Employee +Spouse, Employee + children, or Family coverage as indicated below:

	Plan Year 2022 August 1, 2021-July 31, 2022	Remainder of Contract August 1, 2022-
Employee + Spouse	75%	80%
Employee + Children	83%	80%
Family	78%	80%

3) The employer will continue for the life of the contract its current accident insurance, and accidental death and dismemberment benefits coverage which will remain identical to those received by all of the company's non-Guild represented employees. The AD&D benefit will be fully paid by the company.

4) The employer will continue to pay for the life of the contract:

a) 100% of the premium expense of the current basic life insurance coverage which will be identical to those received by all of the company's non-Guild represented employees.

- c) The voluntary life program and contributions will be identical to those received by all of the company's non-Guild represented employees.
- d) The Will Prep Services offered for participants in the voluntary life program and Specified Disease-Critical Illness benefit will continue to be offered, if available from the insurance company.
- 5) The employer will continue to offer an employee assistance program.
- 6) Dependent Care. The Employer will continue to maintain for all eligible employees a qualified, tax-exempt Dependent Care Program, which is subject to federal, state, and local tax regulations. It now permits employees to set aside up to \$5,000 on a tax-deferred basis but will change with any increase or decrease in the cap new employees can enroll within 31 days of hire. All employees may enroll/change their election within 31 days of the birth or adoption of a child.
- 7) The tax efficient Flexible Spending Accounts and Commuter Benefits will continue for the life of the contract except as may be modified by law.

Article 24-Retirement

- 1. The current terms and conditions of retirement specified in the Guardian News & Media 401k Plan shall remain co-extensive with the terms of this contract, except as provided in Section 2 below. The Company will not amend the terms of the Plan, except it may do so without negotiation when a change to the Plan is required by law. The Company may change the plan provider after notice to the union.
- 2. No later than Oct. 1, 2021, employees will be automatically enrolled in the Guardian News and Media 401k Plan starting the first of the month after 60 days of employment (the current eligibility waiting period) with a two (2) percent contribution. Employees may opt out within the 60-day waiting period or any time thereafter (or may increase their wage deferral to up to four (4) percent or more of gross pay) upon written notice, but the opt-out change shall be prospective only. The Guardian will match employee contributions up to four (4) percent of an employee's gross pay each pay period to an employee's retirement account.

Article 25 – Workplace Safety and Health

- 1. The Employer shall provide a properly lighted, clean, properly ventilated and properly heated/air-conditioned work area of adequate size. The Employer shall ensure that the Employer's premises are in conformity with federal, state, and local health and safety laws and regulations. The Employer shall make every effort to ensure optimum working conditions.
- 2. An employee has the right to:
 - (a) refuse to accept an assignment or a job which the employee reasonably believes is hazardous, which is defined as either an unsafe condition or situation that could cause physical injury or illness to the employee.

(b) refuse to report for work because the employee reasonably believes that travel to or from work or work at the employee's place of work is hazardous, which is defined as either an unsafe condition or situation that could cause physical injury or illness to the employee are hereby confirmed.

3. No employee shall be docked for worktime lost for:

(a) exercising the aforesaid rights in 2 above; or

(b) inability to report for work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to natural phenomena or hazardous conditions created by human acts, including by way of example but not limited to, storm, flood, fire, explosion, riot or other civil disturbance or military or police operation.

4. The Employer shall:

(a) furnish an employee with all possible protection and protective devices.

(b) assure, to the extent possible, safe passage on streets, parking lots and other areas near the office.

(c) take measures to eliminate, if possible, or to minimize and alleviate the hazardous conditions of jobs or the hazardous conditions under which a job is performed.

(d) provide special and additional life and accident insurance as a continuation of, or equivalent to, the AIG Group Personal Accident and Travel Insurance in effect for 2015-2016, for risks connected with the hazards set forth in this article. When an employee is injured while working as a result of the failure of the Employer to provide adequate safety measures or is injured in performing work in conditions which the Company would reasonably have known would be hazardous the Employer shall pay any reasonable costs of medical expenses not covered by the Company's healthcare plan and/or any other insurances in place. This includes claims made by or on behalf of an employee or his or her spouse/domestic partner which are denied by the insurer solely because of an exclusion in the above-mentioned policy.

5. The right of an employee to reimbursement for loss of or damage to the employee's personal property, including the employee's automobile, in connection with employment, is hereby confirmed.

6. The right of an employee to refuse to operate equipment, including a vehicle, (a) which the employee deems to be unsafe; or (b) in an unsafe or unlawful manner, is hereby confirmed.

7. Within 30 days after the signing of this contract, a Joint Safety and Health Committee shall be established, with equal representation for the Guild and management, and a chairperson rotated between the two sides, to consider workplace safety and health conditions and problems and recommend changes in equipment or process the committee believes will improve workplace safety.

If the majority of the committee agrees that the replacement or addition of equipment or a change in procedures will significantly improve employee safety or health, the employer shall not unreasonably deny the committee's request for the improvement.

Article 26-Military, Other Service

Any employee who is required or volunteers to leave his/her role with the Company to serve or train with the United States military services or adjuncts or other services, shall be deemed to be on leave of absence without pay and shall upon termination of such service be entitled to reinstatement of employment in accordance with the Uniformed Services Employment and Reemployment Rights Act and any other applicable federal laws.

2. Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer.

3. An employee leaving for such service shall be paid for his/her earned and unused vacation pay.

4. If an employee, upon return from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment with reasonable accommodation, the Employer shall make all efforts to place the employee in another suitable role with the Company and shall consult with the Guild thereon. If such other suitable role is not found, the employee shall receive severance pay in line with article 8 and the provisions therein relating to a layoff scenario.

5. Application for resumption of employment must be made within 90 days after termination of such service, plus travel time to the place of employment.

6. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to the promoted employee's previous position and at a salary no less than what the employee would have received if service in the former classification had been continuous. An employee so promoted, while such promotion is temporary, shall continue to accumulate experience in the classification from which the employee was promoted. In the event of a subsequent promotion to the same classification the employee shall receive full experience in such new classification.

7. An employee hired as a replacement for one entering such service, shall be covered by all the provisions of this agreement, except reinstatement rights under this military service clause. Should the replacement employee enter military service, he/she shall be given prorated vacation pay, and upon the employee's return from such service shall be placed on the rehiring list provided for in Article 6, Security, Section 5(d).

8. An employee hired as a replacement for one entering such service shall be given preference over a new employee in filling vacancies which may arise for which he/she is qualified. If such employee is displaced by the return of a regular employee from such service, the employee shall be placed on the rehiring list provided for in Article 6, Security, Section 5(d).

9. An employee hired or promoted as replacement for an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee is being replaced, and a copy of such notice shall be sent to the Guild.

10. A leave of absence shall be granted to an employee who is called to duty for training or emergency service in connection with conditions caused by natural phenomena or human acts, including by way of example but not limited to storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, the Army, Navy, Marines, Air Force or Coast Guard Reserve. All of the above provisions, excepting Sections 3 and 5, shall apply to all such service herein. Resumption of work after such service shall be made within 90 days after the end or termination of such service, plus travel time to the place of employment. For the first three weeks of such service, any employee with more than one year of continuous service will receive the difference between his/her military pay and allowances and his/her Guardian salary if the latter is higher. The foregoing sentence precludes any compensation for regular or occasional one day periods of military training.

11. Employees with more than one (1) year's continuous service are entitled to up to twelve (12) weeks unpaid leave in a twelve (12) month period provided the need for such leave arises out of the active duty or call to active-duty status of an employee's spouse, partner, son, daughter, or parent.

12. Employees who work 20 or more hours a week and have a spouse or registered domestic partner who is a deployed member of the armed forces, national guard or reserve, are entitled to ten (10) days unpaid leave to be used only while the deployed spouse is on leave from duty.

13. The Employer will provide unpaid leave to employees to care for an injured or ill service member of up to 26 weeks in a 12-month period.

Article 27-Employee Integrity

An employee shall not be required to perform, over the employee's protest, any practice which in the employee's judgment compromises the employee's integrity. 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. 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, process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false. If a question arises as to the accuracy of printed material, no significant correction or retraction of that material shall be printed without prior consultation with the employee concerned. An employee whose work or person is mentioned in a letter to the company shall be informed of the letter immediately and shall have the right to contribute to any response.

Article 28-Privilege Against Disclosure and Authentication

1. Employees may refuse any external request, without penalty or prejudice, to give up custody of or disclose any knowledge, information, notes, records, documents, video, 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 any external request, without penalty or prejudice, to authenticate any material.

2. The Employee will notify the Employer of any demand for such surrender, disclosure or authentication. The Employer will notify the Employee and the Guild if it receives a demand for such surrender, or disclosure or authentication.

3. If the Employee is proceeded against under law on account of refusal to surrender or disclose or authenticate, the Employer shall move to join as a party to such proceedings; and shall promptly reimburse all expenses incurred by the Employee, including fees and expenses of legal counsel retained by the Employer. The Employee shall not suffer any loss of pay or other benefits and, to the extent permitted by law, the Employer will pay any fines or damages levied by any final judgment or decision in the action, including an order of contempt of court, except to the extent that such Employee has taken a course of action contrary to the advice of his or her counsel.

Article 29 - Training and Education

1. The Guardian and the Guild agree on the need for first class training and professional development of journalists. Employees will be provided with adequate training when assigned to new posts or when using new technology. Refresher courses in all these areas will be made available on a regular basis. Staff is actively encouraged to approach the company to discuss training and professional development needs.

(a) Every support and training will be given to people whose jobs are significantly altered or who are promoted to a new role.

2. For a period of six months, disciplinary procedure will not be used against employees who are perceived to be underperforming as a direct result of major editorial changes or a significant change that affects his/her job duties, such as the integration of new job duties. This does not apply to employees who are on a promotion trial period.

3. Employees may request participation in external training courses relevant to their present job or professional development. Requests will be made during the annual performance review process and must be approved in writing once cost (such as registration and travel) and benefits to the company have been considered. Reasonable requests, within cost and budget restraints, will not be unreasonably denied. If approved, training costs will be paid directly by the company.

4. The Employer shall set up training and development programs for all employees, with emphasis on women, minority groups and military veterans, to provide equal opportunity for transfer or advancement to all employees, such programs to be on-the-job training, supplemented where indicated by formal classes.

5. Educational courses can include some or all of the following components:

(a) In-house training related to the introduction of new equipment such as web-based software programs done on work time and paid for by the Employer.

(b) CWA/NETT Academy (www.cwanett.org), the CWA's National Education and Training Trust which provides member training on emerging technologies, which would be done during work time and paid for by the Employer.

(c) Individualized training at local colleges and training institutions to increase job skill set with full tuition reimbursed by the Employer.

(d) Partnerships with state and local job training programs with funding through grants.

6. Each May, the Employer will survey Employee concerns regarding training as part of its evaluation process. Each July, the Employer will provide the survey's training requests and concerns to the Guild. Upon request, the Employer and the Guild will meet once annually to discuss employee training concerns. Additional meetings can occur if new technology or editorial changes are introduced.

Article 30-Information

1. The Employer shall supply the Guild monthly a list containing the following information for each employee:

a. Name, office, home address, gender, minority group, date of birth, and the last four numbers of the Social Security number.

b. Date of hiring, weekly salary and the hourly rate.

c. Classification, Desk/Section and whether full or part-time with the number of hours of work.

d. Experience rating and experience anniversary date.

e. Vacation accrual.

2. The Employer shall notify the Guild monthly in writing of:

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

b. Step-up increases paid by name of the employee, individual amount, resulting new salary, and effective date.

c. Changes in classification, salary changes by reason thereof, and effective date.

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

Article 31 – Severability

If any article or section of this Agreement is declared illegal by final judgment of a court of competent jurisdiction, including appeals if any be taken, such invalidation of such article or section shall not invalidate the remaining portions of this Agreement and the parties shall meet to negotiate a provision that will meet the requirements of the law in the questioned clause.

Article 32- Duration and Renewal

1. This contract shall commence on October 6, 2020, and expire on March 31, 2024, and shall inure to the benefit of and be binding upon the successors and assigns 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 April 1, 2024. The terms and conditions of this contract, which include Article 5, Dues Deduction and Article 7, Grievance Procedure, remain in effect until such negotiations are lawfully terminated.