

**LABOR AGREEMENT BETWEEN
GRIST MAGAZINE INC. AND
THE PACIFIC NORTHWEST NEWSPAPER GUILD/CWA LOCAL #37082
July 1, 2023, through June 30, 2026**

Article 1: Coverage	3
Article 2: Guild shop	4
Article 3: Dues deduction	5
Article 4: Grievance/arbitration procedure	6
Article 5: Information	10
Article 6: No strike/no lockout	11
Article 7: Management rights	11
Article 8: Layoffs, severance and recall	12
Article 9: Just cause	15
Article 10: Non-disclosure agreements	15
Article 11: Part-time and temporary employees	16
Article 12: Transfers and promotions	17
Article 13: Hiring	18
Article 14: Employee integrity	20
Article 15: Health and safety	20
Article 16: Legal support and privilege against disclosure	22
Article 17: Outside activity and media appearances	23
Article 18: Social media and employee monitoring	24
Article 19: Hours and overtime	25
Article 20: Equipment and expenses	27
Article 21: Training and professional development	28
Article 22: Healthcare	29
Article 23: Retirement	30

Article 24: Sick leave	30
Article 25: Vacation	31
Article 26: Holidays	32
Article 27: Leaves of absence	33
Article 28: Fellows	39
Article 29: General wage provisions	39
Article 30: Maintenance of benefits	43
Article 31: Savings clause	44
Article 32: Duration and renewal	44
Appendix A – Wage minimums	45

Article 1: Coverage

Section 1. This Agreement shall cover all full-time, part-time, and temporary employees in the editorial and audience departments of Grist (“the Employer”) as defined in National Labor Relations Voluntary Recognition Inquiry No. 19-VR-1-3135462051. This shall include, but not be limited to, the following classifications:

Art Director; Associate Editor; Audience Producer, Climate Fiction Creative and Brand Partnerships Manager; Content Partnerships Manager, Audience; Editor-at-Large; Editorial Art Designer; Features Editor; Managing Editor; News Editor; Operations Associate; Product Manager; Project Coordinator; Regional Reporter; Reporter; Senior Audience Producer; Senior Content Partnerships Manager, Senior Data Reporter; Senior Designer; Senior Editor; Senior Manager, Events; Senior Staff Writer; Senior Video Producer; Project & Social Media Manager; Staff Writer; Video Producer; Story Editor; and Temporary Employees, including Fellows.

The scope of the unit described herein may, from time to time be amended to reflect new bargaining unit positions and/or changes to job titles. When the Employer adds positions to the unit and/or changes job titles, those changes will be documented in an appendix, which may be amended during the life of this Agreement, as needed.

Section 2. The Employer and Guild agree that the Art Director position is a bargaining unit position; however, given the unique role played by the Art Director incumbent as of the above referenced Voluntary Recognition Inquiry, that employee shall be excluded from the bargaining unit for the duration of their employment. The parties agree further that this discrete exclusion applies only to the incumbent Art Director at the time of recognition; all other employees classified as an Art Director, currently or in the future, shall be included in the bargaining unit.

Section 3. This agreement shall exclude all other employees; directors; managerial employees; confidential employees; development and business clerical employees; guards; and supervisors, as defined by the National Labor Relations Act.

Section 4. The Guild’s jurisdiction is recognized as applying to the kind of work either presently performed, or by established practice performed by the employees in the Unit covered by this

Agreement. Any new work which may supplant or substitute for work presently performed by unit employees shall be assigned to employees covered by this Agreement.

Section 5. The Employer may continue its past practice of having non-unit employees perform their prescribed duties and responsibilities that may be ancillary to or overlap with work performed by bargaining unit employees. The continuation of the Employer's past practice shall not operate as a means of reducing the size of the bargaining unit and/or the number of bargaining unit employees.

Section 6. The Guild shall be notified in writing of any new position created by the employer proposed for exclusion from the unit for the purposes of discussing such exclusion.

Article 2: Guild shop

Section 1. The Employer shall require as a condition of employment that each regular full-time and part-time employee become and remain a member of the Guild in good standing no later than the 30th day following either (1) the ratification date for this Agreement, or (2) the employee's date of hire, whichever is later.

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

Section 3. There shall be no dismissal of, or discrimination against, any employee because of their membership or activity in the Guild.

Section 4. The Employer shall notify the Guild in advance of scheduled new employee orientations for bargaining unit employees, including those held online, and grant Guild access to meet with new employees during or immediately after orientation sessions, and distribute packets of information supplied by the Guild to all new employees. During orientation and during the Guild's related time with employees, the Employer and the Guild shall remain neutral in each party's communications with new employees.

Section 5. The employer shall provide the Guild the opportunity to meet with bargaining unit employees during working hours to discuss matters of representation, including grievances, disciplinary meetings, or contract execution. Bargaining committee members shall be released with pay for the duration of negotiations.

Article 3: Dues deduction

Section 1. Upon an employee's voluntary written assignment, the Employer shall deduct bi-weekly from the weekly earnings of such employees and pay to the Guild no later than the 10th day of each month an amount equal to Guild initiation fees, 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 a schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The Employer shall accept digital signatures on authorizations.

Section 2. The Guild will provide all unit employees with dues deduction assignment forms, which shall read as follows:

ASSIGNMENT

And

AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: Grist

I hereby assign to the Pacific Northwest Newspaper Guild, TNG-CWA #37082, and authorize the Employer to deduct bi-weekly 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 the first payroll following the Employer's receipt of a fully completed and signed assignment. I further authorize and request the Employer to remit the amount deducted to the Pacific Northwest Newspaper Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me or my employment with the Employer is terminated, 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 are 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 supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues, and assessments.

Employee's signature

Date

Article 4: Grievance/arbitration procedure

DEFINITION A grievance is a dispute as to the interpretation, meaning, or application of a specific section or subsection of this Agreement. All grievances arising between the Guild and the Employer shall be settled in accordance with the following procedures and terms of this Article.

PROCEDURES A grievance involving the termination of an employee shall be submitted directly to Step 2. Grievances shall include the following:

- 1) Date of filing
- 2) Approximate date of alleged occurrence, and/or date the Guild could reasonably identify

that an alleged violation occurred.

- 3) General facts upon which grievance is based.
- 4) Reference(s) to the Section(s) and Subsections of the Agreement alleged to have been violated.
- 5) The remedy sought.
- 6) Identity of the grievant(s).

The parties agree that concerns should be adjusted informally wherever possible. Informal agreements shall be considered non-precedential. If such informal discussion does not result in a resolution the Grievant or Guild deem satisfactory, then the grievance may be submitted as set forth below:

Step 1 - Written Submission of the Grievance to the Director

If the matter cannot be resolved, the Guild Representative may, within forty-five (45) calendar days following the alleged misapplication of the Agreement or date the Guild could reasonably identify that an alleged violation occurred, submit the written grievance to the Department Director or designee for the purpose of arranging a meeting to discuss the grievance. The Grievant, Guild steward, and/or Guild representative shall meet with the Department Director within fourteen (14) calendar days after the submission of the grievance. The Department Director shall provide a written answer to the grievance within fourteen (14) calendar days following the meeting.

Step 2 - Submission of the Grievance to the Human Resources Manager or Designee

If the employee is not satisfied with the decision made in Step 1, the Guild Representative may, within fourteen (14) calendar days following the answer given in Step 1, submit the grievance in writing to the Human Resources Manager or designee, who will meet with the employee and the Guild Representative within fourteen (14) days following the submission of the grievance to Human Resources. A grievance involving the termination of an employee may be submitted to this Step 2 process within twenty-one (21) days following the termination. The Human Resources Manager or designee shall provide a written answer to the grievance within fourteen (14) calendar days of the meeting.

Step 3 – Submission to Mediation

If one of the parties is not satisfied with the decision in Step 2, and if both parties agree in writing, a mediator from the Federal Mediation and Conciliation Service (FMCS) shall be asked to schedule a mediation process at the earliest mutually convenient available date. The agreement for mediation must be reached within fourteen (14) calendar days of the Guild's receipt of the Step 2 decision, and mediation must commence within fourteen (14) calendar days of the parties' agreement. The purpose of mediation is to help the parties settle the underlying grievance by mutual agreement. The parties acknowledge that mediation is strictly voluntary and that either party may terminate mediation at any time, and without advanced notice.

ARBITRATION If the parties cannot resolve the grievance in Step 2, or if the parties submit the dispute to mediation and are unable to reach agreement, either party may submit the matter to arbitration by providing Human Resources notice within fourteen (14) calendar days of receiving the decision of the Step 2 response or the conclusion of mediation in Step 2.

ARBITRATION PROCESS The party that requests arbitration will, within fourteen (14) days of its notice to the other party that it is submitting the matter to arbitration, request a list of eleven (11) arbitrators from the FMCS. Within fourteen (14) days of receiving the list of arbitrators, the parties will meet to alternately strike names from the list until only one name remains as the arbitrator selected. The determination of who strikes first will be made by a toss of a coin. For purposes of this section, a telephone conference call will satisfy the meeting requirement.

If the arbitrator selected is not available for an unreasonable amount of time the parties may mutually agree to request a new panel from FMCS.

Parties The sole parties to the arbitration proceeding will be the Employer and the Guild. An arbitration shall be a private proceeding, except as mutually agreed between the Guild and the Employer. Employees and others may attend the hearing. The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. Their decision and award shall be final and binding upon both parties to this Agreement, provided that nothing herein constitutes a waiver of either

parties' right to challenge an arbitral award in federal court pursuant to applicable law. An arbitrator shall have no power to add to or subtract from or amend, modify, or otherwise alter any term of this Agreement(s) between the Guild and the Employer or to negotiate new agreements. The arbitrator's powers are limited to interpretations and a decision concerning specific applications of the terms of this Agreement or other existing pertinent agreement(s), if any. Decisions of the arbitrator shall be subject to and in accordance with the provisions of existing laws, including court and NLRB decisions, and executive or administrative orders and/or regulations.

EXPENSES The parties agree that the expense of the arbitrator will be borne equally by both parties, except that no party shall be obligated to pay any or part of the cost of a stenographic transcript without express consent; provided, however, that if one party requests a stenographic transcript and the other party is unwilling to pay its share of the fee, the party unwilling to pay its share of the fee shall forego a copy of the transcript. Each party shall be responsible for the expense of their own advocates and witnesses.

TIME LIMITS Time is of the essence in the filing and processing of a grievance; time limits set forth in this Article shall be strictly observed and enforced. Relevant deadlines may be extended only by mutual written agreement of the parties. For purposes of this section, confirming emails shall satisfy the requirement that there be written agreement.

Failure to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set in the Article will constitute denial/withdrawal of the grievance and a final resolution of the matter. Failure of the Employer to comply with the time limits set forth in the Article for responding to a grievance shall result in the grievance being automatically elevated to the next step without any further action necessary on the part of the Grievant.

Where there is a dispute as to whether a grievance is properly submitted to arbitration on the merits, absent the parties agreeing to the contrary, the arbitrator will hear evidence and testimony on both the procedural and merits issues, and then rule accordingly.

EMPLOYER GRIEVANCES The Employer can initiate a grievance for an alleged violation of this Agreement by the Guild subject to the timelines defined in this article.

INFORMATION The parties shall meet their mutual obligations under the National Labor Relations Act to provide the other with information relevant to the underlying grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

RENEWAL OF THIS AGREEMENT Renewal of this Agreement shall not be an arbitrable matter and is not subject to any of the provisions of this Article.

RELEASE WITH PAY Bargaining unit employees may be released with pay for the purposes of attending grievance meetings, either as the grievant or when acting as a Guild representative. Stewards shall be allowed release time to investigate, process and present grievances during work time.

Article 5: Information

Section 1. The Employer shall supply the Guild on request with a list containing the following information for each bargaining unit employee:

- 1) Name, address, gender, race/ethnicity (if available), date of birth.
- 2) Date of hiring.
- 3) Department and job title.
- 4) Salary, including any applicable experience rating.

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

- 1) Pay increases granted by name of the employee, individual amount, resulting new salary, purpose of raise (merit, contractual, etc.) and effective date.
- 2) Changes in classification, salary changes by reason thereof, and effective date.
- 3) Personnel changes for bargaining unit employees, if any, and effective dates.

Section 3. Within one week after the hiring of a new bargaining unit employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 for each new employee.

Section 4. The Employer shall furnish to the employee and to the Guild a copy of any documented criticism, commendation, appraisal, or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file. 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.

Article 6: No strike/no lockout

Consistent with the terms set forth in Article 5 (“Grievance/Arbitration Procedure”) and to ensure labor harmony, the Guild and the Employer will use their best efforts to resolve all grievances arising between them as quickly and as cooperatively as possible.

To that end, the Employer will not lock out employees, nor will it resort to any other so-called “economic weapons” during the term of this Agreement including any extension(s) thereof.

For its part, and only for the term of this Agreement, including any extension(s) thereof neither the Guild nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever directed at the Employer, its Officers, Executives, Board of Directors, or Benefactors.

Article 7: Management rights

Subject to the express terms and conditions of this Agreement, the management of the organization and the direction of the workforce including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to lay off employees for economic reasons; the right to establish standards of performance and staffing requirements; the right to promulgate rules, including safety rules; regulations and personnel policies; the right to determine the extent to which the facility shall be operated and to change such methods or processes or to use new

equipment or facilities; the right to establish work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

When the Company's exercise of the rights set forth in this Article materially, substantially, and significantly impact the bargaining unit, the Company will negotiate the effects of those decisions as required by law.

All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

Section 2. Editorial Decisions: The Company retains the sole and exclusive right to determine all content and editorial matters, including but not limited to determining what content to publish or air; determining what platforms to use for publication or dissemination of content; determining programming and programming standards; introducing new content and modifying or ending content; and determining coverage areas. Content and editorial decisions are not subject to the grievance and arbitration provisions of this Agreement.

Section 3. Independent contractors: The Employer may use independent contractors to perform bargaining unit work in order to supplement the existing workforce on a temporary (including intermittent) basis. The use of independent contractors shall not be used for the purpose of replacing or reducing bargaining unit work or the number of employees.

Section 4. Automation and artificial intelligence: The use of automation, artificial intelligence or other new software shall not be used for the purpose of replacing or reducing bargaining unit work or the number of employees.

Article 8: Layoffs, severance and recall

Section 1. Definition: A Reduction in Force (RIF) is a formal and indefinite separation from the Employer.

Section 2. Determination of Scope

1. The Employer retains its right to determine whether a reduction in force (“RIF” or “layoff”) is necessary.
2. A RIF will not prevent the Employer from restructuring positions or business units.
3. If possible, the Employer will provide the Guild with at least four (4) weeks’ notice of its intention to conduct layoffs, the job classifications involved, the number of employees, and the facts upon which the Employer relies to establish that the RIF is economically necessary. In no event shall the Employer provide less than two weeks’ notice.
4. The Employer’s notice will comply with applicable state or federal laws, and will:
 - a. Include the anticipated timing of the RIF, and
 - b. The affected job classifications.
5. The Employer shall use its best judgment to determine whether a reduction in contract workers can achieve the same goals as the RIF.
6. After providing the Guild with notice of its intention to implement a layoff, the Employer will, upon request, meet with the Guild to hear and consider any Guild presented alternatives to a RIF.

Section 4. Order of Lay Off

- 1) The Employer will first solicit volunteers in all affected departments. The Employer may accept or reject offers to be laid off out of order at its discretion.
- 2) When deciding on layoffs, the Employer shall consider the work to be done and the employees’ previous experience, skills, job performance, training, and other qualifications.
- 3) If all of the aforementioned qualifications, in aggregate, are equal as determined by the Employer in its discretion, reductions within classifications will be conducted by seniority, with the least senior employee in the affected department laid off first.

Section 5. An employee whose position is funded by a grant will first be offered any vacant position within the bargaining unit in the event their funding runs out or is canceled, provided the employee is qualified for the vacant position in the judgment of the applicable supervisor and department manager. If a permanent position is not available, or if the employer otherwise decides not to keep the employee, the employee shall be eligible for severance as described in this article.

Section 6. An employee scheduled to be laid off from their present job will first be offered any vacant position within the bargaining unit, provided the employee is qualified for the vacant position in the judgment of the applicable supervisor and department manager.

Section 7. Severance pay shall be paid to employees in an amount totaling eight (8) weeks' pay plus one (1) week pay for every year of service (prorated for fractional years of service), up to a maximum of twenty-two (22) weeks. Such pay shall be computed at the employee's current rate of base pay, excluding overtime, shift, or job differentials or any other premium or additional compensation.

Laid off employees who are covered by any Employer-sponsored health plan will be covered until the last day of the calendar month in which the RIF occurs. The Employer will offer continuation coverage to laid off employees, their spouses, former spouses, and dependent children, consistent with COBRA (the Consolidated Omnibus Budget Reconciliation Act). Employees who choose to continue their coverage will be responsible for the cost of the premium for similarly situated employees, as determined by the plan.

Employees shall not be required to sign a separation and release agreement if it contains a non-disclosure or non-disparagement clause to be eligible for severance. The employer may require signature of a separation and release agreement in exchange for the severance described herein provided it does not contain the aforementioned nondisclosure and non-disparagement clauses.

Section 8. The Employer agrees to place employees who have been laid off on a recall list for a period of twelve (12) months from the date of layoff. If a position becomes available and the Employer determines to fill it, qualified laid off employees will be offered to be "recalled to service" in the classification from which they were laid off.

Employees on RIF status are solely responsible for keeping the Employer informed as to their current mailing address, primary telephone number(s), email address(es), and their preferred method of contact.

The Employer will deem an employee to have voluntarily separated their employment when, after a recall notice is issued, the employee fails to provide notice within fourteen (14) calendar days of intent to return to work.

An employee recalled within twelve (12 months) from the date of separation will be restored to their former status with respect to salary and all benefits outlined in this Agreement that are in force at the time of return to work. There will, however, be no accumulation of earnings, benefits, or seniority during the period of separation.

Section 9. Seniority shall be considered broken by (1) discharge, (2) resignation, or (3) twelve (12) consecutive months of layoff.

Article 9: Just cause

Section 1. There shall be no discipline without just and sufficient cause. The Guild and the employee shall be notified in writing of any discipline or discharge with specifications of the facts alleged to constitute just cause.

Section 2. The Employer shall generally follow a policy of progressive discipline, which shall be represented by the following:

- 1) Documented verbal warning
- 2) First written warning
- 3) Final written warning
- 4) Involuntary separation from employment

Section 3. All discipline is subject to the just cause standard and the grievance and arbitration process set forth in this Agreement. The Parties recognize that these steps are not mandatory for certain offenses, including acts of violence, theft or dishonesty, threats to others, discrimination, or harassment and/or other equally serious circumstances that warrant discipline without progressive discipline, up to and including termination.

Section 4. Before any meeting that might result in discipline, or is for the purpose of imposing discipline, the Employer shall notify the employee of their right to have a Guild representative present at such a meeting.

Article 10: Non-disclosure agreements

The Employer shall not include in any settlement, agreement or other resolution of any claim that involves unlawful discrimination, harassment, retaliation or sexual misconduct, a limitation on

an aggrieved employee's right to share any of the underlying facts and circumstances to the claim or action.

An employee laid off shall not be required to sign a non-disparagement agreement, or any other agreement designed to prohibit them from discussing their employment with the Employer, to qualify for severance and benefits.

Article 11: Part-time and temporary employees

Section 1. Definitions

- 1) Part-time employees: A part-time employee is one who is hired to work fewer than twenty (20) hours per week.
- 2) Temporary employees: A temporary employee is one employed or hired on a contract basis for a special project or for a set length of time, in either case not to exceed six months (which time limit may be extended by mutual agreement). The Employer shall notify the Guild in writing of the nature of any special project and its duration. A temporary employee hired to fill in for an employee on a leave of absence may work for the duration of the leave. Fellows shall be subject to the provisions of Article 28: Fellows.

Section 2. Restrictions

- 1) The Employer shall not hire part-time employees, temporary employees, fellows, or interns for the purpose of eliminating or displacing a regular or full-time employee.
- 2) A full-time employee may, with mutual agreement from the Employer, reduce their full-time equivalent (FTE), so long as the reduction of the FTE does not fall below .5 FTE.
- 3) Full-time employees who reduce their hours below .5 FTE will be reclassified as part-time. Employees who transition from full-time to part-time shall maintain their seniority.

Section 3. Benefits

- 1) A part-time or temporary employee shall be paid at least the minimum hourly wage rate or pro-rated salary specified in this Agreement for full-time employees in the same job title.

- 2) The Employer may, at its discretion, pay any employee above the minimum wage rate or salary to address local market conditions. Such market adjustments shall not constitute an adjustment to the minimum wage rate or salary for any position in any market.
- 3) Part-time or temporary employees shall move through any pay progression provided for in this Agreement based upon hours worked.
- 4) Subject to plan eligibility, a part-time or temporary employee shall be eligible for healthcare and retirement benefits, and shall be eligible for all other benefits at a prorated basis.
- 5) A temporary employee, contract employee or a fellow who is hired into a permanent full- or part-time position (without a break in service of longer than twelve (12) months) shall have their time worked as a temporary employee, contract employee or fellow counted for the purposes of calculating seniority. This provision shall be applied retroactively to employees working for the Employer at the time of ratification of this agreement.

Article 12: Transfers and promotions

Section 1. The Employer retains the right to transfer employees to another position or job classification to address operational needs.

Employees involuntarily transferred shall not experience any reduction in salary or benefit eligibility as a result of such transfer.

Employees who voluntarily transfer to a lower paid position shall receive the same salary, if such salary is within the posted salary range for the new position.

If the employee's salary is not within the new salary range, the employee shall be reduced to the maximum of the new salary range.

Section 2. No employee shall be required to accept a promotion except by mutual consent, and no employee shall in any way be penalized for refusing to accept a promotion.

Section 3. If, at any time during the first forty-five (45) days following their promotion the employee requests to return to their former position, they may be returned to their former position, including assignment(s), and scheduled hours, provided their former position remains vacant.

Upon return to the prior role, the employee shall return to the rate of pay paid to them in that prior role immediately preceding the transfer or promotion, or, if applicable, the new contractual minimum for that position, whichever is higher.

Section 4. The period of service in the other classifications shall be counted for all purposes as service in the classification from which the employee advanced or transferred.

Section 5. Upon request, the Employer shall meet with an employee who was denied a promotion or transfer to provide an explanation to an employee and if the employee elects, a Guild representative, of why such employee was not selected for the promotion or transfer.

Article 13: Hiring

Section 1. The Employer is an Equal Opportunity Employer and will continually make good-faith efforts to recruit candidates in a manner consistent with its commitment to workplace diversity, equity, inclusion, and justice.

The Employer or its representatives shall make good-faith efforts to circulate, internally and externally, information about open bargaining unit positions in a manner that assists in the recruitment of candidates who identify as part of traditionally under-represented groups by race, ethnicity, gender identity, sexual orientation, age, and/or disability at the Employer or in the media industry.

To the extent possible and appropriate, these efforts shall include:

- 1) Dialogue with journalism or communications department leaders of minority-serving institutions such as HBCUs
- 2) Communication with leaders of local and national affinity groups including but not limited to the National Association of Hispanic Journalists, National Association of Black Journalists, Native American Journalists Association, Asian American Journalists Association, The Association of LGBTQ Journalists and others
- 3) Attendance at conferences of the above professional associations for recruiting purposes
- 4) Submission of job listings to boards run by the above professional associations.

The Employer agrees to post new jobs and vacancy announcements internally only for five business days. The Employer agrees to interview all qualified internal candidates. After the internal period, the

Employer will post on its website notices of vacancies and new jobs when they occur. The Employer agrees not to hire from any outside sources within a seven (7) day period after such posting except in the case of an emergency or other special needs.

Such notices shall contain a job description which shall include job qualifications and salary range of the vacant position. In the event no applicant meets the job qualifications as contained in the posted job description and the Employer elects to change the qualifications for the vacant position, a revised notice which contains such amended qualifications shall be posted for an additional posting period. Managers shall be encouraged to inform employees of vacancies in their departments or units.

The Employer shall fill the vacancy with an employee from the bargaining unit if there is at least one qualified applicant from within the bargaining unit who applied within the applicable posting period and whose abilities, in the Employer's objective determination, are substantially equal to or higher than those of all other applicants; in all other cases, the Employer may fill the vacancy with any applicant regardless of whether or not they are in the bargaining unit. The Guild will be advised of who was selected.

Section 2. For each open position, the Employer shall track race, ethnicity, gender identity, sexual orientation, age, and disability data of applicants and interviewees as voluntarily self-reported by candidates, including information on how applicants learned about job postings. Such information shall be available to the Guild upon request for individual unit positions.

Section 3. For each new unit position, the Employer shall establish a Hiring Committee tasked with interviewing candidates. No less than one-third of the Hiring Committee shall consist of bargaining unit members, and the Hiring Committee should consist of a diverse group of employees in applicable departments. The final hiring decision is made by the department manager.

Section 4. At least one portion of a candidate's interview with the employer shall consist of a series of structured questions standardized across candidates.

Section 5. Applicants who are requested to perform work during an application period (including but not limited to: editing tests, writing tests, and/or data visualization) shall be compensated by the Employer for this work no later than 30 days after the submission of an invoice. Applicants will be paid \$200 for this work.

Section 6. Salary ranges shall be posted with open positions. Applicants shall not be obligated to report their previous salary at any point in the hiring and interview process.

Section 7. All job listings in the bargaining unit shall indicate that the position is a Guild-represented position.

Article 14: Employee integrity

Section 1. An employee shall not be required to perform, over their protest, any practice which compromises their integrity.

Section 2. An employee's byline or credit line shall not be used over the employee's legitimate protest as to the factual or ethical contents of the material, or over a bonafide concern that publishing an employee's name could pose a risk to their health and safety.

Section 3. 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.

Section 4. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned.

Section 5. An employee shall not be required over their protest to participate in any promotional programs. This shall include, but not be limited to, the writing of sponsored content, promoting company fundraising drives, participating in marketing campaigns, or appearing at Employer-sponsored public events such as forums or panels.

Article 15: Health and safety

Section 1. Employees maintain the right to:

- 1) refuse to accept an assignment which the employee has reason to believe is hazardous or is performed under hazardous conditions; and
- 2) refuse to come into one of the Employer's offices because the employee has reason to believe that travel to or from work, or work at the employee's place of work is hazardous; and
- 3) leave an assignment if emergent circumstances threaten an employee's safety.

Section 2. No employee shall lose work for:

- 1) exercising the aforesaid right to refuse or leave an assignment or to report to an office for work; or
- 2) inability to report to an office because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to natural phenomena or other hazardous conditions.

Section 3. The Employer shall:

- 1) furnish an employee with protection and personal protective equipment necessary to their assignment; and
- 2) coordinate fixers and, if necessary, safety/security details for employees traveling to dangerous locations or areas of conflict; and
- 3) provide an employee with a rental vehicle with advanced safety and handling features, if necessary for an assignment, and;
- 4) assure to the extent possible safe passage on Company premises; and
- 5) take measures to mitigate and alleviate the hazardous conditions under which an assignment is performed.

Section 4. Employees shall comply with the Employer's health and safety policies. If existing health and safety policies contradict this agreement, the agreement shall prevail. The Employer prohibits any form of discipline, reprisal, intimidation, discrimination, or retaliation for reporting a health and safety concern or a violation of its health and safety policies, or for cooperating in related investigations.

Section 5. Employees may refuse to operate equipment:

- 1) which the employee reasonably deems to be unsafe; or
- 2) in an unsafe or unlawful manner.

Section 6. To reduce an employee's risk of online harassment, including exposure to abusive comments, threats, trolling, hate speech and doxing, the Employer shall:

- 1) make available training on online security and anti-harassment measures; and

- 2) provide support to employees who experience online harassment, and/or who are required to monitor abusive posts, through peer-to-peer counseling, and Employee Assistance Programs, or modified assignment; and
- 3) provide employees with access to privacy or anti-doxing software designed to remove an employee's personal data from online databases; and
- 4) cover the cost of a hotel or alternate lodging in the event an employee believes their personal safety has been compromised due to online harassment and/or doxing.

Section 7. The Employer shall ensure the provisions of this article are granted to all full-time, part-time, and temporary employees covered by this agreement.

Article 16: Legal support and privilege against disclosure

Section 1. When a demand for surrender or disclosure of information, notes, documents, films, photographs, tapes, or other material – or the source of such information – is made of an employee by any third party, including but not limited to government agencies, private companies or entities, or any individual, such employee shall notify the Employer. If such demand is made upon the Employer, the Employer shall notify the employee.

Section 2. Following such notification, the Employer's legal counsel shall be consulted by the employee and Employer, and full disclosure of all facts shall be made by the employee. Such material or sources may only be released if, after consulting legal counsel, the Employer and employee mutually agree to do so.

Section 3. If any employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness in connection with the employee's performance of authorized work for the Employer or at the direction of an authorized agent of the Employer, the following will occur:

- 1) The Employer shall move to join as a party to such proceedings if it is not already named.
- 2) The Employer shall cover all reasonable expenses incurred by the employee, including fees and expenses of legal counsel, such legal counsel to be approved by the Employer prior to engaging said counsel.

- 3) Provided the employee is not liable for any wrong-doing, including but not limited to any breach of the Employer's Employee Handbook and/or Editorial Ethics Guide, the employee shall not suffer any loss of pay or other benefits and shall be indemnified against any court-assessed penalties.

Section 4. The protections of this article shall apply to any employee in the bargaining unit.

Article 17: Outside activity and media appearances

Section 1. Employees may engage in freelancing outside of working hours provided such activity does not interfere with the employee's performance for the Employer, and provided such activities do not consist of or include services performed in competition with the Employer. An employee pursuing freelance work should do the following:

- 1) Employees must make a prompt and full disclosure in writing to their supervisor of any paid or unpaid outside journalism or media services and outside media requests that are being pursued by the Employee. The employer shall have the right to deny approval to perform such services, and shall provide an explanation for the refusal in writing within twenty-four (24) hours.
- 2) Employees should not perform work that could compromise the company's honesty or impartiality, compromise the confidentiality of Employer information, or any situation that may create a conflict between an employee's personal interest and the interest of the Employer.
- 3) The Employer shall have a right of first refusal for content ideas brought to them by employees. Upon obtaining refusal, in writing, by the Employer, the employee shall be free to produce such content elsewhere.

Section 2. Employees may serve on boards and commissions. For those boards and commissions connected with their work for the Employer (i.e., serving on the board of the Society of Professional Journalists, Investigative Reporters and Editors, etc.), employees shall be released with pay for the duration of any meetings, conferences, or other obligations.

Section 3. Employees may also serve on boards and commissions connected with organizations with no connection to their work, provided the service does not create a conflict of interest. Service on such boards and/or commissions shall be unpaid.

Section 4. Employees may be asked by outside organizations to serve on panels or make media appearances in connection with their work for the Employer. The Employer shall not unreasonably deny employees such opportunities to do so, and shall release employees with pay for the duration of any such appearances.

Section 5. Employees may occasionally be asked to participate in Employer-sponsored events, such as forums or panel discussions. The Employer should obtain prior agreement by the employee before requiring an employee to participate in any such event, and should allow the employee sufficient opportunity to collaborate on marketing material and the content of the event. Employees may decline to participate in events.

Section 6. An employee may write a book or participate in the creation of another production based on or including content, materials, and other information that may derive from their paid assignments or beats at Grist, subject to the provisions of this article. For projects involving a book or other production deriving from an employee's work for the Employer, the division of proceeds will be addressed on a case-by-case basis.

Article 18: Social media and employee monitoring

Section 1. The Employer shall not engage in monitoring or surveillance of employee activities on its communications systems unless it reasonably believes the employee is using the systems in an illegal, discriminatory or harassing manner. The Employer shall not use any computer software or systematic electronic data gathering system to monitor an employee's activities on its communications systems. In the event the Employer has a reasonable belief an employee is using its communications systems in an inappropriate manner, it will first inform the employee of its intent to review their records. The employee and a Guild representative may be present for such a review. Information obtained in violation of these prohibitions shall not be used to support employee discipline.

Section 2. Employees shall not be required to communicate on social media or the equivalent at Employer direction except on Employer time. Employees shall be compensated for any time spent at Employer direction on social media or equivalent communications sites.

Section 3. Employees shall not be responsible nor disciplined for the communications of another person on social media or equivalent communications site.

Section 4. No employee shall be coerced or disciplined for refusing a contact invitation, friend request or equivalent from a manager, supervisor, or non-bargaining unit employee on a personal social media site.

Section 5. The contents of an employee's personal social media site are considered their own, and no employee shall be requested or required to disclose a password to a personal social media site, email account or other password-protected communication system. The exception to this is Employer-managed accounts maintained by Grist employees, but that remain affiliated with the Employer upon an employee's departure.

Section 6. Consistent with the parties' mutual interest in resolving workplace matters informally and at the earliest stage, employees are encouraged to bring such issues to the Employer as they arise. However, nothing in this Article may infringe on employees' protected right to communicate on social media with coworkers and the Guild regarding employees' terms and conditions of employment. For example, employees may speak candidly and critically on social media about Guild activity, terms and conditions of employment, collective bargaining, treatment by supervisors, personnel policies and contract terms, and complaints, grievances, or litigation regarding working conditions.

Section 7. The Employer may maintain a social media policy regarding all other matters connected to an employee's social media presence. Proposed changes to the social media policy shall be brought to the Guild for the purposes of collective bargaining before they are implemented.

Article 19: Hours and overtime

Section 1. The conversion of any classification to or from non-exempt status shall be done in accordance with state and federal laws. If one employee in a job classification is converted to or

from non-exempt status, that same conversion shall be applied to all employees in their classification. The Guild shall be informed thirty (30) days prior to any such conversion.

Section 2. In accordance with past practice, the Employer shall provide flexibility to employees in determining their own hours and schedules. The standard work week shall consist of forty (40) hours of work within five (5) days, and the standard workday should generally not exceed eight (8) hours falling within nine (9) consecutive hours. A non-exempt employee shall be eligible for overtime for hours worked in excess of forty (40) hours worked. Where required by applicable law notwithstanding the existence of a collective bargaining agreement, employees in such applicable state shall be paid in accordance with applicable state law.

Section 3. Except in the case of emergency, no employee may work overtime without first obtaining the authorization in writing from the appropriate departmental director before the hours are worked. The Employer shall compensate for all overtime at the rate of time and one-half (1 1/2) in cash, or, by mutual agreement between the Employer and the employee, equal time off within the same workweek.

Section 4. Employees shall be provided with all lunch and regular breaks as required by local, state, and federal statute. It is understood that meals are not considered time worked for purposes of calculating overtime.

Section 5. Travel to and from an assignment shall constitute hours worked. Employees engaged on out-of-town assignments shall be allowed credit for an eight (8) hour working day each twenty-four (24) hours, whether or not a full eight (8) hours are worked.

Section 6. The Employer shall not recall employees to work following the end of their workday or on regularly scheduled days off unless previously discussed and mutually agreed to by the employee.

Section 7. Appearances on panels, media interviews, fundraising activities or other outside work conducted on behalf of and at the request of Grist shall constitute hours worked. Attendance at conferences, conventions or training shall constitute hours worked.

Article 20: Equipment and expenses

Section 1. The Employer shall provide or reimburse employees for the cost of equipment and software necessary to perform their job. The employer shall also provide ergonomic office equipment and/or equipment necessary to reasonably accommodate employees who provide a doctor's note.

Section 2. The Employer provides employees covered by this agreement with a company-issued computer. Employees may occasionally also use their personal computer and vehicle to perform work assignments. If equipment is damaged, lost or stolen, the employee should promptly report it to their manager or the authorities if appropriate (if a laptop or camera is stolen a police report should be filed). If company-owned equipment is damaged or stolen and an employee is found to have caused the damage or loss intentionally the employee may be responsible for reimbursing the Company for the cost. Upon leaving the Employer, all company issued equipment will be returned, including any accessories. It is expected that employees use their company issued computer for daily work purposes. In the event an employee's personal equipment is damaged in the process of performing work for the Employer, the Employer shall reimburse the employee for the cost of repair or replacement of the damaged equipment.

Section 3. The Employer shall reimburse employees for all reasonable business expenses incurred by an employee upon the request of the Employer and in accordance with the terms of the Employer's current Remote Work Supplies and Equipment and Travel and Expense policies.

Section 4. New employees shall be provided with a \$250 reimbursement for the purposes of expenses associated with setting up a home office. Current employees may request reimbursement for home office-related items with managerial approval as stipulated in the Employer's Remote Work Supplies and Equipment Policy. An employee may request reimbursement for co-working space (in lieu of the described reimbursements) provided such request adheres to the specifications in the Remote Work Supplies and Equipment Policy. This payment is not intended to be a complete representation of all of an employee's expenses and shall not preclude employees from filing for expense reimbursements for work-related items.

Section 5. Employees shall be provided with a phone number provided by a third-party platform, such as Zoom or another secure platform. Employees shall receive onboarding training on how

to install and use a third-party application for making phone calls Employees shall not be required to use their personal cell phone number to communicate with anyone outside of the organization.

Section 6. The Employer will reimburse employees for the use of their personal automobile in accordance with the federally approved mileage rate for business use of personal vehicles. Drivers must have proof of liability insurance coverage that meets or exceeds the minimum requirements for the jurisdiction in which the vehicle is registered. Mileage should be fully documented as to date, starting location, ending location, persons visited, the business purpose, and the business miles.

Section 7. Employees shall be provided with \$400 annually to be reimbursed for local alternative transportation passes which provide access to the employee's region publicly operated transportation systems (i.e., buses, city-operated bikeshare programs, ferries, subway/trains, metros, etc.). In addition, employees who use public transit to travel to and from work assignments shall be reimbursed for the cost of the fare.

Section 8. Employees shall be provided with a remote work stipend of \$75 monthly which the employee may use at their discretion to cover costs incurred while working remotely (i.e., internet, energy, cell phone, etc.).

Section 9. An employee traveling for work will be reimbursed for meals and incidentals they incur in accordance with the Travel and Expense Policy. In lieu of reimbursement, an employee may elect to be paid a guaranteed daily per diem in the amount set by the United States General Services Administration for the area in which they are traveling.

Section 10. Employees required to move upon hire or during their employment with the Employer shall be reimbursed for all moving expenses.

Article 21: Training and professional development

Section 1. The Employer shall provide new hire training tailored to individual positions. New hire training shall include information on how the organization functions, general information on the responsibilities of the positions therein and a review of company policies and this agreement. All training shall take place on company time.

Section 2. The Employer shall pay for an employee's annual membership in one professional development organizations and associations relevant to their position.

Section 3: The Employer supports development opportunities that align with the goals and the Employer's strategic priorities for Employee professional development, including conferences, lectures, and workshops. Funding for these training opportunities will be budgeted on an annual basis based on the Employer's current budget priorities. If the expenses related to attending the conference or other professional development opportunities are fully funded by outside funding or by scholarship, the Employer will make every effort to allow the Employee to participate in the training or conference.

Section 4. Attendance at a conference or professional development opportunity as described in this article shall constitute time worked. An employee who attends such an event during their regularly scheduled day(s) off shall receive compensatory time off within the same work week.

Article 22: Healthcare

Section 1. The Employer will provide bargaining unit employees covered by this agreement healthcare coverage consistent with those offered to non-represented employees, including medical, dental and vision. Coverage rates shall not be decreased for employees from the rates existing upon the signing of this contract. The Employer will contribute 100% for Employee, and 85% for spouse/domestic partner and child premiums.

Section 2. Mental health coverage – The Employer shall, at its cost, provide employees access to an Employee Assistance Program.

Section 3. The Employer must select a health care plan that covers the costs of contraception, pregnancy termination and gender-affirming healthcare. In the event that any local, state or federal statute prevents the Employer's selected health care plan provider from covering the costs associated with such care, the Employer and Guild shall immediately enter into effects bargaining for the purposes of discussing such a change.

Section 4. The Employer shall continue to provide all supplemental insurance plans as were in place at the signing of this agreement, including, but not limited to, long- and short-term disability, life insurance, voluntary accident and critical illness coverage, travel insurance, etc.

Article 23: Retirement

Section 1. Contributions

The Employer will match an employee's monthly contributions to their retirement account, up to 3%.

The Employer shall thereafter match an employee's contributions at the rate of 50% for the 4th and 5th percentages they contribute.

Employees may rollover amounts from prior qualified plans at any time.

Matches described in this section are at the discretion of the Employer's Board of Directors.

Section 2. Continuation

Except as modified by this agreement, the Employer will provide bargaining unit employees a retirement plan consistent with those offered to non-represented employees.

Article 24: Sick leave

Section 1. The Employer shall provide unlimited sick leave. Sick leave shall be paid at an employee's regular rate of pay and be taken in accordance with the Employer's policy.

Section 2. Sick leave may be used as follows:

- 1) For a mental or physical illness, injury, or health condition or if an employee needs a medical diagnosis or preventative medical care.
- 2) If an employee's family member needs care for a mental or physical illness, injury, or health condition, or needs a medical diagnosis or preventative medical care.
- 3) If the Employee's workplace or child's school or place of care has been closed for any health-related reason by order of a public official.
- 4) If an employee is absent from work for reasons that qualify for leave under the Washington state Domestic Violence Leave Act (DVLA).
- 5) The Employer reserves the right to investigate, on a case-by-case basis, any suspected abuse of the sick leave benefit. In cases where abuse is established, the misconduct will be subject to disciplinary action, up to and including separation from employment. The

Employer shall inform employees prior to conducting an investigation into alleged abuse of the sick leave benefit.

6) Sick leave is not paid out upon termination of employment.

Section 3. An employee anticipating an extended absence may be eligible for a leave of absence covered by this agreement. As soon as is reasonably practicable, an Employee should inform their manager and HR of their intent to take extended leave to determine which form of leave should be taken. Such leave may be paid (fully or partially) or unpaid based on the circumstances of the leave.

For illnesses that exceed five or more consecutive days, employees will be asked to submit a doctor's note. Unlimited sick time may be taken in accordance with the Employer's policy for up to ten consecutive days. Absences for illnesses longer than ten consecutive days will require the Employee to apply for Short Term Disability and/or available state paid leave. The Employer will pay the difference between the insurance benefit and the full salary in accordance with the Employer's leave programs.

Article 25: Vacation

Section 1. Regular (FT/PT) employees are eligible to accrue and use paid vacation time.

Vacation time begins to accrue from the employee's date of hire, and the amount of vacation time accrued is based on the employee's full-time equivalency (full-time or part-time), length of service and active paid employment. Vacation time does not accrue during periods of unpaid status.

Months of service	Accrual	Maximum Accrual Cap
0 to 12 months	15 days (10 hrs./mo.)	15 days (120 hours)
12 to 36 months	20 days (13.33 hrs./mo.)	35 days (280 hours)

36 months +	25 days (16.66 hrs./mo.)	43.75 days (350 hours)
-------------	--------------------------	------------------------

Section 2. Interns and fellows shall receive in a lump sum a prorated amount of vacation based upon their expected work hours and term of employment. For example, an employee hired for a six-month project shall receive 60 hours of vacation.

Section 3: Scheduled vacation time should be approved in advance by the employee’s direct supervisor. To plan for time away, vacation should be requested with as much notice as possible. For exempt employees, vacation time should be used in half or full-day increments. Employees are eligible to borrow against their vacation balance, with their manager's approval, to a maximum of 10 days (up to 86.67 hours = one (1) full pay period).

Section 4. When an employee reaches their vacation cap, accruals will be suspended. Whenever the employee’s available accrued vacation falls below their proportional cap, accruals will resume at the normal rate.

Employees shall carry their total vacation balance over from year to year. Upon separation of employment, the Employer will pay the employee for all accrued and unused vacation time.

Section 5. Eligible employees are required to request vacation time-off in Zenefits, or any successor platform designated by the Employer. Time-off requests and approvals will be formally tracked in Zenefits.

Section 6. Employees shall be able to schedule and use vacation hours immediately, subject to negative vacation cap.

Article 26: Holidays

Section 1. Employees shall receive the following paid holidays.

- 1) New Year’s Day
- 2) Martin Luther King, Jr. Day
- 3) Presidents Day

- 4) Memorial Day
- 5) Juneteenth
- 6) Independence Day
- 7) Labor Day
- 8) Indigenous People's Day
- 9) Thanksgiving
- 10) The day after Thanksgiving
- 11) The last week of the year, inclusive of Christmas Day and New Year's Eve
- 12) The employee's choice of a day within thirty (30) days of the Employee's birthday
- 13) Five floating holidays, prorated by the employee's date of hire within that calendar year, to be used at any time.
 - a) Employees hired within the first quarter of the calendar year will begin with all five floating holidays.
 - b) Employees hired after the first quarter will start with two floating holidays, and one additional floating holiday for each quarter remaining in the calendar year.
- 14) Three floating "summer" days to be used respectively in June, July, and August

Section 2. The Employer shall not unreasonably deny additional requests by an employee to use vacation days to recognize holidays of personal, cultural, or religious significance.

Section 3. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday.

Article 27: Leaves of absence

Section 1. Intent - It is the Employer's intent to fully comply with the federal, state, and local law regarding leaves. To the extent this Agreement or the Employer's policies provide greater rights than the law, the provision that gives the employee the most beneficial right(s) shall be in effect.

Section 2. Definition - A leave of absence is a designated period of approved time that an employee is off the job for a reason other than scheduled vacation, paid sick, holidays, or approved professional development meetings.

Section 3. Anniversary Date - Approved leave with or without pay shall not alter an employee's anniversary date of employment, nor otherwise affect compensation or job status with the Employer.

Section 4. Leave Without Pay - Leave without pay is approved leave which begins after the employee's applicable accrued benefits have been exhausted. In the event an employee wishes to continue their insurance benefits during such unpaid leave, the employee shall arrange to pay the applicable premium(s) during the leave.

Section 5. Types of Leaves of Absence – The Employer will provide, at a minimum, the following types of leave: corresponding state law for medical leave, family medical leave, parental leave, abortion leave, domestic violence leave, military leave, and jury duty leave.

Parental Leave:

Parental leave shall be understood to apply to biological parents, adoptive parents, and foster parents, without regard to gender or sexual orientation.

All employees shall be entitled to up to seventeen (17) weeks of paid parental leave (including any paid-leave time) for pregnancy and/or infant care, adoption of a child, foster care placement, or guardianship of a child. For the period of the paid leave, the Employer will continue to pay its share of the employee's benefits and salary. Employees will continue to pay their share of their benefits.

In addition, all employees shall be entitled to take an unpaid leave of absence of up to twenty-two (22) weeks for childbirth or adoption. This leave shall be concurrent with any leave available to the employee through local, state, federal or other law.

During the first nine (9) weeks of this additional unpaid leave, the Employer will continue to pay its share of the employee's benefits coverage. Employees will continue to pay their share of their benefits. Employees who extend their unpaid leave beyond the first nine (9) weeks will take leave without pay and be responsible for the total cost of their benefits, consistent with terms set forth in the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Leave shall be taken within eighteen (18) months of the birth of a child, adoption of a child, foster care placement, or guardianship of a child. Medical, parental, and unpaid leave do not need to be taken consecutively. Employees may use their leave intermittently or at a reduced schedule.

As permitted by statute, employees taking parental leave that qualifies for the state paid family medical leave benefits shall be entitled, but not required, to use any paid leave to supplement their benefits, such that the amount that the combined weekly dollar value they receive equals the dollar value of straight-time weekly base pay the employee would have received in a regular work week. In no event shall an employee earn more than forty (40) hours of straight time pay in any week through a combination of state leave, sick pay, pay for time worked, and other forms of base pay.

A birthing parent shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as they are capable of performing the duties of their job.

Medical And Family Leave

An employee with a documented disabling medical condition, a family member with a documented disabling medical condition or a family member requiring assistance with elder care shall be entitled to take a paid leave of absence of up to seventeen (17) weeks and thereafter return to their job. This leave shall be concurrent with any leave available to the employee through short- and long-term disability programs, or any local, state, federal or other law with the Employer making up any salary difference. For the purpose of this Medical Leave section, “family member” shall be interpreted broadly, and shall include, but not be limited to mean: spouse, domestic partner, biological child, adopted child, foster child, stepchild, parent or legal guardian, spouse’s or domestic partner’s parent or legal guardian, sibling, grandchild, grandparent, and spouse’s or domestic partner’s grandparent.

If an employee with a documented disabling medical condition or a family member with a documented disabling medical condition has exhausted the employee’s contractual and statutory Medical and Family Leave, the employee shall be entitled to take an unpaid leave of absence of up to twenty-two (22) weeks and thereafter return to their job. This leave shall be concurrent

with any leave available to the employee through local, state, federal or other law. Employees shall thereafter be eligible to take unpaid leave, up to one year of total leave.

During the first nine (9) weeks of this additional unpaid leave, the Employer will continue to pay its share of the employee's benefits coverage. Employees will continue to pay their share of their benefits. Employees who extend their unpaid leave beyond the first nine (9) weeks will take leave without pay and be responsible for the total cost of their benefits, consistent with terms set forth in the Consolidated Omnibus Budget Reconciliation Act (COBRA). The employee's leave does not need to be consecutive, but shall be taken within eighteen (18) months of the exhaustion of contractual and statutory Medical and Family Leave and sick leave.

As permitted by statute, employees taking parental leave that qualifies for the state paid family medical leave benefits shall be entitled, but not required, to use any Grist paid leave to supplement their benefits, such that the amount that the combined weekly dollar value they receive from company time equals the dollar value of straight-time weekly base pay the employee would have received in a regular work week. In no event shall an employee earn more than forty (40) hours of straight time pay in any week through a combination of state leave, sick pay, pay for time worked and other forms of base pay.

Abortion leave

An employee seeking an abortion shall be entitled to take a paid leave of absence of up to four (4) weeks for travel and recovery and thereafter return to their job. This leave shall be concurrent to any leave available to the employee through short- and long-term disability programs, or any local, state, federal or other laws. The Employer recognizes that requests for such leave may be made with short notice.

In states where abortion is restricted, The Employer shall also reimburse employees for the cost of expenses associated with travel out of state for the employee and one other person. The Employer shall work with the employee to cover costs up front. If doing so is not practical, (i.e., if an employee needs to book travel outside of business hours) the Employer will reimburse employees. The Employee shall not be held liable for any fines or legal consequences leveled against the Employer Grist for providing abortion assistance to employees. The Employer shall establish a confidential way for employees to request abortion leave.

The Employer shall not discriminate against any employee seeking an abortion in any manner, including in the employer's choice of an employee's assigned work.

Domestic violence leave

An employee who is the victim of domestic violence, sexual assault, or stalking, or whose family member is a victim of domestic violence, sexual assault, or stalking shall be entitled to take a paid leave of absence of up to sixteen (16) weeks and thereafter return to their job. This leave shall be concurrent to any leave available to the employee through local, state, federal or other law.

Such leave may be taken intermittently, or as a reduced leave schedule, and weeks during which intermittent or reduced leave is taken shall be treated as normal paid weeks for the purposes of calculating benefits. The Employer shall establish a confidential way for employees to request domestic violence leave.

An employee who is the victim of domestic violence, sexual assault, or stalking, or whose family member is a victim of domestic violence, sexual assault or stalking, who has exhausted the employee's contractual and statutory leave, may take up to twenty-six (26) weeks of unpaid leave and thereafter return to their job. During this unpaid leave, the employee shall be eligible for company-subsidized benefits, consistent with the terms of the applicable benefit plan. After any paid leave provided by the benefit is exhausted, the employee will be responsible for the cost of the benefit, as set forth, for example in COBRA.

Bereavement leave

An employee who is absent from work due to the death of a family member shall be compensated at the employee's regular rate of pay for the time lost from their regular scheduled work, up to a maximum of fifteen (15) days for each such instance. The definition of a family member should be construed broadly, but will include: an employee's spouse/partner; registered domestic partner; biological, adopted or foster child; stepchild; parent; stepparent; sibling; stepsibling; grandchild; grandparent; spouse/domestic partner's family as described herein or any loved one similar to immediate family. Employees may also use bereavement leave in the event of pregnancy loss, failed adoptions or surrogacy agreements, unsuccessful reproductive

procedures, and other diagnoses or events negatively impacting pregnancy or fertility. The Employer may grant bereavement leave for relationships not described herein. In unusual circumstances, employees may request additional bereavement leave; such requests will be addressed on a case-by-case basis.

If an employee requests to use available vacation time for days immediately preceding or following days spent on bereavement leave that would have otherwise been normally scheduled workdays, approval of such request will not be unreasonably withheld.

Military leave

The Employer agrees to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Jury and witness duty leave

A regular full-time employee subpoenaed to serve on a jury or as a witness in court proceedings where the Employer is not the defendant shall receive full pay for up to ten (10) days total per year. An employee summoned for jury duty or jury qualification must notify their supervisor as soon as practicable. In unusual circumstances, the Employer may grant employees additional paid jury leave; such decisions will be made on a case-by-case, and at the Employer's discretion.

Fellowship leave

A regular full-time employee who is selected for a paid fellowship shall be released without pay for the duration of the fellowship, up to one (1) calendar year. Upon return, an employee shall be restored to their former job classification and salary, but may not be returned to the exact position they held before taking leave. This provision shall apply only to paid fellowships, and not to training sessions as described in Article 19: Training and professional development.

Sabbatical

A regular full-time employee who has been with the Employer for five (5) consecutive years as defined in Article 7: Layoffs, Section 9. shall be entitled to take one paid four-week sabbatical. The employee may thereafter extend their leave, unpaid, to a total of 8 weeks. An employee may use their accrued vacation time during that unpaid period. Sabbatical requests should be made at

least three months in advance. The Employer will respond within two weeks of the initial request. Management shall not deny an employee's request for sabbatical for longer than twelve (12) months past the start date initially requested by the employee. Regular full-time employees shall thereafter be eligible to take a sabbatical every three years.

Article 28: Fellows

Section 1. Fellows shall be subject to all provisions of this agreement unless noted, and eligible for all benefits, including health care, retirement plan eligibility and pay differentials.

Section 2. Fellows shall be hired for a 12-month period, subject to renewal.

Section 3. Fellows shall not be employed where, in effect, their employment would eliminate or displace a permanent part-time or full-time employee.

Section 4. Fellows shall be paid an annual wage of \$55,000. The Employer reserves the right to increase fellow salaries during the duration of this contract to ensure the program remains competitive, but shall increase fellow pay to \$58,750 no later than March 1, 2025.

- 1) The fellow class of 2023-2024 shall receive back pay at the above salary rate dating back to March 1, 2023.

Section 5. Fellows shall be provided with all necessary equipment to complete their term, including a laptop computer.

Section 6. The Employer shall cover the cost of one training event or conference for fellows during their term, or an educational or networking equivalent (including those conducted virtually), based on the availability of budgeted funds and subject to the provisions of Article 21: Training and professional development.

Article 29: General wage provisions

Section 1. Upon ratification of the Agreement, the Employer agrees to establish the minimum salaries contained in Appendix A.

Upon ratification of the agreement, current employees shall receive an increase to the new minimum salary for their classification, or the annual applicable increase for their current rate of pay as described in the chart in Section 3, whichever is greater.

Employees who work less than full-time shall be paid a pro-rated salary based on their percentage of time worked (a 20 hours per week schedule will be paid .50 of the full-time salary equivalent). An expedited performance review process will occur to award merit accordingly.

Section 2. Pay Above Minimums. The Employer has the discretion to pay new and current employees above the minimum salary in Section 1 above, taking into consideration the employee's performance, experience, skills, qualifications, local cost of living or other relevant factors.

Section 3. Annual Increases. Effective the first full payroll period from the ratification anniversary, employees' base salaries will increase as follows:

\$0-\$75,999	\$76,000-99,999	\$100,000+
4%	3%	2%

The following categories of employees shall be excluded from the ratification anniversary increases outlined above:

- 1) Employees hired within three (3) months prior to the ratification anniversary of this contract.
- 2) Temporary employees whose offer letter contract requires an increase of at least the minimum amount outlined above in the twelve (12) months prior to January 1 of each year of the contract.
- 3) Fellowship employees (twelve (12)-month terms)
- 4) Employees who start within three (3) to six (6) months of the ratification date of this contract will receive a prorated annual increase but are not eligible for merit.

Section 5. Merit Pay. The Employer will establish a merit-based pay system. In addition to the annual increases described above, employees may be eligible for additional salary increases based on their performance. The Employer shall not limit how many employees may receive any given rating. The amount of the potential merit increase and the corresponding performance rating shall be as follows:

Merit Increases[1]

	Percentage Increase
Exceeds Expectations	3% or more
Strong Contributors	2%
Meets Expectations	1%
Needs Improvement or does not meet expectations	0%

[1] Merit increases will be awarded each year based on the base salary of the fiscal year being evaluated, budget permitting.

Section 6. Employees who are offered and accept a promotion into a position with a higher minimum salary will be paid at least the minimum salary for the new position.

Section 7. Out of Title Pay. Any bargaining unit employee who is assigned by the Employer to fully cover a bargaining unit position with a higher minimum pay, for at least eight (8) weeks, shall receive at least the minimum salary rate of that position for the duration of the assignment.

Section 8. Employees meeting the criteria herein shall receive additional differentials as set below. Employees working less than full-time shall be paid the differential on a pro-rata basis.

- *Multilingual employee differential*: Employees proficient in a language other than English, and who are required to use that language as documented in their current job description) shall receive a pay differential of \$5,000 a year.
- *DEIJ committee*: Employees who serve as the co-chair of the diversity, equity, inclusion, and justice committee shall receive a stipend of \$250 per month for the duration of their term.

Section 8. There shall be equal pay for equal work.

Section 9. There shall be no reduction in wages or salaries during the life of this Agreement unless mutually agreed between the Employer and the Guild.

Section 10. If the rate of pay for an individual employee is raised based on changes to state and local laws, that rate shall become the new minimum for their classification.

Section 11. The Employer shall perform a pay equity study every two calendar years (2024, 2026, etc.) and share the results of such study with the Guild.

Article 30: Maintenance of benefits

Section 1. Bargaining unit employees are subject to all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement. All such rights and privileges shall remain in full force and effect for employees covered by this Agreement to the same extent and degree they remain in place for non-represented employees. Any changes to rules, regulations, and/or policies will apply to bargaining unit employees to the same extent they apply to non-represented employees. In the event of a conflict, the terms of this Agreement shall govern.

Section 2. Except as amended by this agreement, the Employer may make changes to its benefits provided by third-party vendors (e.g., Regence, Delta Dental, VSP, Empower) in the event of a demonstrated financial set-back. Such changes and/or provisions must apply in the same manner to non-represented employees. Before any substantial change is made, the Employer will meet and confer with the Guild as to such changes. The Employer agrees to provide at least forty-five (45) days' notice prior to the effective date of such plan changes.

Article 31: Savings clause

In the event that any provision of this Agreement is declared illegal, invalid and/or unenforceable by any court of competent jurisdiction the parties agree that all other provisions not declared invalid shall remain in full force and effect.

Article 32: Duration and renewal

Section 1. This contract shall be effective from July 1, 2023, through June 30, 2026.

Section 2. Within 60 days prior to the expiration date of this contract, the Employer or the Guild may issue a "Notice of Opening" for the purposes of negotiating a successor agreement. The terms and conditions of this Agreement shall remain in effect during the period of negotiations for a new Agreement.

Section 3. During such negotiations, the Employer or the Guild may terminate this Agreement by giving sixty (60) days written notice to the other party of its intentions to terminate the Agreement. At the expiration of said sixty (60) days, this Agreement and all terms and conditions of this Agreement shall terminate.

Section 4. If such negotiations do not result in a successor agreement prior to June 30, 2026, the new contract shall be made retroactive to June 30, 2026.

Dated this 22nd day of August 2023.

GRIST MAGAZINE, INC.

TNG-CWA #37082



Nikhil Swaminathan
Chief executive officer



Kaitlin Gillespie
Executive officer

Appendix A – Wage minimums

Section 1. The following minimum salaries shall be in effect for Bargaining Unit employees effective the date of ratification.

Job Title	Current Active Incumbents at ratification	2023 Minimum Annual Salary
Audience Producer	0	\$62,500
Senior Audience Producer	1	\$90,000
Project Coordinator	1	\$62,500
Associate Editor	1	\$65,500
Content Partnerships Manager	0	\$62,500
Senior Content Partnerships Manager	1	\$90,000
Editorial Art Designer	1	\$68,500
Reporter (Climate Solutions, Newsletter, etc.)	3	\$62,500
Operations Associate	1	\$62,500
Regional Reporter I [1]	1	\$62,500
Regional Reporter II [1]	1	\$55,000
Staff Writer	3	\$76,000

Video Producer	1	\$76,000
Climate Fiction Creative and Brand Partnerships Manager	1	\$78,000
Project & Social Media Manager	1	\$62,500
Product Manager	1	\$90,000
Editor at Large	1	\$110,000
Features Editor	2	
News Editor		\$83,000
Senior Editor	3	\$90,000
Senior Manager, Events	1	\$90,000
Senior Video Producer	1	\$90,000
Sr. Designer	1	\$90,000
Sr. Staff Writer	2	\$90,000
Senior Data Reporter	1	\$100,000
Spatial Data Analyst	1	\$62,500
Managing Editor	1	\$90,000

[1] The Regional Reporter position is understood to apply to reporters hired to complete assignments at National Public Radio member stations or other partner newsrooms. Regional reporters shall generally be paid a wage appropriate to the existing range at the NPR affiliate station or partner newsroom, except that in no case shall an employee's pay be lower than the minimums established by this agreement. In newsrooms where average reporter pay is \$60,000

or more, reporters shall be assigned a Regional Reporter I classification. In newsrooms where average reporter pay is \$60,000 or below, reporters shall be assigned a Regional Reporter II classification. Regional reporters shall be afforded all other benefits established by this collective bargaining agreement.

Title	Contract for your signature
File name	Grist CBA Final.pdf
Document ID	faee14322bfde39c9b29b254f234c0e22a230c39
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

08 / 22 / 2023

16:51:20 UTC

Sent for signature to Nikhil Swaminathan
(nswaminathan@grist.org) from guild37082@gmail.com
IP: 185.104.139.12



VIEWED

08 / 24 / 2023

02:22:16 UTC

Viewed by Nikhil Swaminathan (nswaminathan@grist.org)
IP: 73.106.212.224



SIGNED

08 / 24 / 2023

02:22:42 UTC

Signed by Nikhil Swaminathan (nswaminathan@grist.org)
IP: 73.106.212.224



COMPLETED

08 / 24 / 2023

02:22:42 UTC

The document has been completed.