COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VTDIGGER and

PROVIDENCE NEWSPAPER GUILD,

TNG-CWA LOCAL 31041

PREAMBLE

This Agreement is made between the VTDigger, a project of the Vermont Journalism Trust, Ltd., hereinafter known as VTDigger or "the Employer," and the Providence Newspaper Guild, TNG-CWA Local 31041, a Local chartered by The NewsGuild-Communications Workers of America (AFL-CIO, CLC), hereinafter known as the Guild, for itself and its VTDigger Guild unit, on behalf of all employees of the Employer described in Article I

ARTICLE I - RECOGNITION, COVERAGE AND JURISDICTION

Section 1. The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to the rates of pay, hours and other terms and conditions of employment for the bargaining unit.

Section 2. Section 2. This Agreement covers the following bargaining unit:

> All full-time and regular part-time newsroom employees employed by the Employer at its 89 Main Street, Montpelier, Vermont facility; excluding managerial employees, confidential employees, temporary employees, guards, supervisors and professionals as defined in the Act, and employees whose employment is funded in full by restricted grants and whose employment lasts one year or less.

a) In addition to the above, employees whose explicit position is (i) funded in full by restricted grants or by partnerships and whose employment will last more than one year; or (ii) shared or funded cooperatively with other publications or enterprises, with the exception of one position that may be filled in partnership with another Vermont news organization — shall be considered fellows that are members of the bargaining unit.
b) In the event that their funding runs out on schedule, a fellow 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 Company. If a permanent position is not available, or if the employer otherwise decides not to keep the fellow, the severance and layoff provisions of this Agreement shall not apply.

c) In the event that their funding runs out or is cancelled prematurely for any reason, a fellow 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 Company. In such a case, the fellow shall be eligible for the severance and layoff provisions of this Agreement.
d) If a fellowship is offered by the Employer to a current Employee, and the Employee accepts the fellowship, such a fellow will be protected by the full Agreement.

Section 3. Resolution of unit placement disputes.

a) In the event the parties are unable to resolve through good-faith collective bargaining any dispute regarding the supervisory status of a job referenced in the NLRB certification, either party may submit the issue for resolution in a unit clarification proceeding or other appropriate proceeding before the National Labor Relations Board ("the Board").
b) In the Event the Employer creates a new position and asserts it to be excluded (e.g., managerial, supervisory or confidential under the National Labor Relations Act ("the Act"), it shall notify the Guild in writing not less than two (2) weeks prior to establishing such a position. The parties shall meet within ten (10) calendar days of receipt of such notice for the purposes of discussing the Employer's exclusion assertion. If no agreement is reached within five (5) calendar days of such meeting, the Employer may designate the position as excluded. Either party may submit the issue for resolution in a unit clarification proceeding or other appropriate proceeding before the National Labor Relations Board.

Section 4. 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 Agreement:

a. The kind of work either normally or presently performed within the unit covered by this Agreement.

b. Any kind of work similar in skill, or performing similar functions, as the kind of work normally or presently performed within the unit covered by this Agreement.

c. Any other kind of work assigned to be performed within the unit covered by this Agreement.

Section 5. Notwithstanding the provisions of Section 4, excluded supervisors, freelancers and columnists may perform bargaining unit work in keeping with current practice but shall not supplant, replace or displace Guild members.

ARTICLE II - NO DISCRIMINATION

Section 1. The Employer shall continue its policy that there shall be no dismissal of or other discrimination against an employee because of age, sex, race, creed, color, national origin, marital or parental status, family relationship, religious beliefs, sexual orientation, gender identity, political belief, or mental or physical disabilities which may be reasonably accommodated.

Section 2. The Employer shall actively recruit women and members of underrepresented groups

for all positions covered by this contract

Section 3. Equal Pay. The Employer shall comply with all existing applicable laws relating to equal pay.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. Management of VTDigger, and all related projects and ventures (including but not limited to projects and ventures related to advertising, social media, and live events) is vested exclusively with the Employer.

Except as otherwise provided in this Agreement, the Guild agrees that the Employer has rights which shall include, but are not limited to: establishing or continuing policies, practices, and procedures for the conduct of its business, including, but not limited to, the production and exploitation of Company content, and, from time to time, to change or eliminate such policies, practices, and procedures; to determine and, from time to time, re-determine, the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine, the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company; to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees in conformity with the terms of this contract; to make and enforce reasonable rules for employee conduct, performance, and safety; to occasionally subcontract bargaining unit work to third parties for legitimate business reasons in conformity with the terms of this contract; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation, provided the same are not in conflict with the terms of this Agreement.

Section 2. Bargaining unit employees are subject to the workplace policies that are currently in effect for all employees. The Employer shall provide the Guild with not less than two (2) weeks advance notice of any new policy or standard of conduct, or change to any existing policy or standard of conduct, materially affecting bargaining unit employees.

Section 3. In agreeing to the provisions of Sections 1 and 2 above, the Guild does not waive any of the rights conferred on it by the National Labor Relations Act as amended.

Section 4. At least one representative each from the Guild and VTDigger Management agree to conduct meetings once in every four-month period, or more often upon mutual agreement and with sufficient notice to discuss ad hoc subjects that affect work and coverage. Such meetings shall be open to all Guild members.

Section 5. Review of Financial and other Information: Members of the Guild who have executed a Disclosure and Confidentiality Agreement mutually acceptable to and entered into by the parties shall be delivered the audited financial statement and other documents within one week of its provision to the Board, but before the Company's IRS Form 990 form is published. If such reports or information are subsequently corrected or updated, the Guild will be provided such

information.

ARTICLE IV - UNION SECURITY

Section 1. Employees shall continue to have the right of self-organization, to form, join or assist labor organizations related to their employment, to bargain collectively through representatives of their own choosing and to engage in concerted activities for collective bargaining or other mutual aid and protection. There shall be no dismissal or other discrimination against an employee because of membership or activity in the Guild.

Section 2. The Employer shall require as a condition of employment of each employee covered by this Agreement that the employee be and remain a member of the Guild in good standing no later than the thirtieth (30^{th}) day following either (1) the date of execution of the first Collective Bargaining Agreement legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.

Section 3. Recognizing the rights provided by applicable law, and with no waiver of those rights, there shall be no interference or attempt to interfere with the operations of the Guild, VTDigger or the Vermont Journalism Trust, Ltd.

Section 4. The Employer shall provide space in the office for the Guild to maintain a physical bulletin board for Guild business. Guild members shall be allowed to use common spaces, such as conference rooms or break rooms, for Guild business upon request to management and subject to availability.

Section 5. Grievance meetings shall be conducted on Employer time.

ARTICLE V - DEFINITIONS OF EMPLOYEES

Section 1. A full-time employee shall be defined as one who regularly works 32 hours or more in a standard work week, as set forth in this Agreement.

Section 2. A part-time employee shall be defined as one who regularly works less than 32 hours in a standard work week, or the equivalent number of hours on a quarterly basis.

Section 3. A temporary employee shall be defined as one hired for a period not to exceed six months, unless by mutual agreement between the Employer and the Guild.

Section 4. An intern shall be defined as one who is enrolled as a student or is a recent graduate or otherwise inexperienced in journalism and who works full- or part-time for a period not to exceed six months, unless extended by mutual agreement between the Guild and the Employer, in a training and mentoring program designed by the Employer to provide work-related experience.

The number of newsroom interns shall not exceed 33% of the number of full-time newsroom bargaining unit members unless expanded by mutual agreement between the Guild and the Employer.

Section 5. A part-time, temporary employee, intern, or fellow who is not a bargaining unit

member shall not be employed where, in effect, such employment would eliminate, or result in a permanent substantial reduction in the work or hours of, a unit member or bargaining unit position.

Section 6. The Employer has the right to utilize individuals outside of the bargaining unit in such numbers and according to current practice to perform duties and responsibilities performed by employees in the bargaining unit as long as such utilization doesn't eliminate or substantially reduce the work or hours of a unit employee. A contract worker shall not be employed where, in effect, such employment would permanently take over in whole or substantial part the duties assigned to a unit member who has left the organization.

ARTICLE VI - HIRING

Section 1. The Employer shall notify the Guild of each vacancy within the bargaining unit and shall give consideration to the hiring of qualified candidates supplied by the Guild.

Section 2. The Company shall solicit feedback from all bargaining unit employees through an open mechanism anytime it is conducting a job search for senior management editorial positions, such as the regular Editor-in-Chief or Managing Editor.

Section 3. The Employer shall continue its policy of hiring employees without regard to age, sex, race, creed, color, national origin, marital or parental status, family relationship, sexual orientation, gender identity, or mental or physical disabilities which may be reasonably accommodated, in accordance with existing applicable law.

Section 4. The Employer will make a good-faith effort to recruit candidates from groups that have been traditionally underrepresented at the Employer and within the journalism industry.

It shall be the policy of the Employer to post all available positions to the job boards of at least four of the following seven organizations that represent traditionally marginalized groups: the Asian American Journalists Association; the National Association of Black Journalists; the National Association of Hispanic Journalists; the Indigenous Journalists Association; the South Asian Journalists Association; the Trans Journalist Association; and the Association of LGBTQ Journalists, or other similar organizations.

The Employer shall also actively recruit from underrepresented groups in student populations of colleges and universities, and from historically black colleges and Hispanic-serving institutions.

Section 5. The Employer's hiring standards shall not exceed those required for the job, but job postings may include recommended or desired qualifications.

Section 6. Probationary Period: All new employees in the bargaining unit shall have a ninety-(90) day probationary period, which may be extended for an additional ninety (90) days by mutual agreement between the Employer and Guild. During this time, the employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement.

Section 7. Except as described below, when the Employer seeks candidates for a vacant bargaining unit position, except for the purposes of promoting an existing VTDigger employee, (a) the position will be posted for a minimum of two weeks, and (b) the Employer will ensure that it interviews at least two (2) candidates from traditionally underrepresented groups prior to making a hiring decision. The employer may be released from its requirement to interview at least two candidates from traditionally underrepresented groups if no such candidates apply within a 1-month window.

i. For purposes of this Article, traditionally underrepresented groups may be defined according to, but are not limited to, race/ethnicity, national origin, sexual orientation, gender, gender identity, educational background, veteran's status, disability, age and creed. The Employer shall be required to invite applicants to provide information about their status in traditionally underrepresented groups, but shall make it clear to applicants that any such disclosure is optional.

The parties agree that an individual's status in or not in a traditionally underrepresented group shall not be the sole factor in any hiring decision. Hiring shall be done in accordance with applicable law.

ii. The requirement of this provision shall not apply when the Employer is promoting a current employee, including interns.

iii. The Employer shall provide a yearly report to the Union with the following information: list of open positions at the Employer, a list of places where open positions are posted, circulated or otherwise disseminated (e.g. websites, listservs, social media groups). They shall also provide the Guild all available information about interviewed candidates' status as members of traditionally underrepresented groups.

Section 8. On an annual basis, the Employer will publicly publish on its website and in its annual report, if any is published:

- The composition of its editorial staff by EEO classification.
- The above data, disaggregated by managerial and non-managerial roles.

Section 9. The Employer shall meet with the Guild at the request of either party at mutually agreeable times and frequency for any purposes related to fair employment principles. This meeting will have no authority to hear or attempt to adjudicate any grievances filed by individual employees. Representatives may make advisory, but non-binding, recommendations to the Guild and the company on matters such as recruitment, pay equity and inclusive coverage.

ARTICLE VII NEW HIRE ORIENTATION

The Employer shall provide up to a forty-five (45) minute period during the first week of employment for new bargaining unit members for a union representative to meet with the newly hired member to discuss the parties' rights and obligations under the Collective Bargaining Agreement. The meeting may be held during normal working hours in a meeting room provided by Employer (provided conditions allow that such physical space exists and is usable). No management employee or designee shall be present or monitor the meeting. Such meeting shall

be on paid time for the employees.

ARTICLE VIII – INFORMATION

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

a. Name, address, personal email address, sex, EEO data, and date of birth.
b. Date of hire.
c. Classification.
d. Experience rating and experience anniversary date.
e. Salary.

Section 2. The Employer shall notify the Guild quarterly 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.

Section 3. Within one month after the hiring of a new 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 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 reasonable time and with advanced notice and upon request shall be provided copies of all material in the employee's file.

ARTICLE IX – DUES DEDUCTION

Section 1. Upon an employee's voluntary written assignment, the Employer shall deduct bi-weekly from the bi-weekly earnings of such employee and pay to the Guild within thirty days 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 which shall specify the exact amounts or percentage to be deducted from each individual’s remuneration. Such schedule may be amended by the Guild at any time, but Employer shall not be required to implement any change or modification without at least one month’s notice. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

Section 2. The dues deduction assignment executed by Guild members shall be made upon the following form:

ASSIGNMENT
And
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To:

I hereby assign to the VTDigger Guild and authorize VTDigger to deduct 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 in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild not later than the 10th day of each month.

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

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

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

Employee's signature Date

ARTICLE X - JOB POSTING, TRANSFERS AND PROMOTIONS

Section 1. Posting. The Employer shall promptly post electronically and shall notify the Guild of openings that occur within the department. A description of the position shall be posted. Suggested minimum qualifications will be included in the posting.

Section 2. Consideration to Present Employees. Before hiring a new employee, the Employer shall give consideration to present employees who seek the job. In the event of a vacancy in a particular beat or assignment, present employees will be provided the opportunity to apply to fill the beat or assignment.

In the event any Guild member's application is denied, the employee shall be provided with an explanation for the decision.

Section 3. No employee shall be required to accept a transfer or change of assignment requiring a change of residence, such as reassignment to a bureau in another city, except by mutual agreement. All documented moving expenses up to $1000.00 related to such a transfer of an employee requiring a change of residence shall be paid by the Employer.

Section 4. No employee shall be obligated to accept a promotion or transfer outside the Guild bargaining unit except by mutual agreement. Employees promoted to a position outside the unit may elect to return or may be returned by the Publisher to their former classification during the first three (3) months of such promotion.

Section 5. When an employee is transferred within VTDigger but outside the Guild bargaining unit and is then returned to it, their salary upon return shall not be less than it would have been had they not been transferred, and such absence shall not terminate continuity of employment.

ARTICLE XI – EMPLOYEE INTEGRITY

Section 1. A request by an employee that a byline or credit line be omitted shall be considered by management and shall not be unreasonably denied where the employee demonstrates: 1) factual inaccuracies; 2) a credible threat that publication may put the reporter in danger; 3) the story violates journalistic ethics; or 4) the employee was not involved in writing and reporting the story. Nothing in this Article shall be interpreted so as to infringe on the rights of employees under Section 7 of the National Labor Relations Act.

Section 2. It is expected that employees will work with their editor and/or supervisors during the editing process, and, wherever practicable, will be apprised of any substantive changes made as a result of the editing process before publication.

Section 3. Whenever possible, editors making changes to stories post-publication should notify the writer prior to making the change. (In certain cases, when time is of the essence, this step may be skipped, but the writer should be informed as soon as possible thereafter.) Editors should generally avoid making significant post-publication changes and additions to stories, except when necessary for corrections, clarifications or updates.

Section 4. An employee shall not, and shall not be required to, write, process or prepare anything for publication in such a way as to intentionally distort any facts or to intentionally create an impression which is false.

Section 5. In accordance with current practice, decisions about whether to publish or remove editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content; or other non-advertising content) for which the Company controls publishing rights and is created by bargaining unit employees, including modifications of editorial content, shall not be made by those outside of the managing editorial leadership structure, except that it shall be subject to review and direction for legal, compliance, and use considerations, and review and input for technology-related considerations. The Chief Executive Officer, in consultation with editorial management, may make decisions about whether to publish or remove editorial content for

legitimate business reasons required to protect the mission of the organization, and shall not decline to publish editorial content, or shall not remove or modify editorial content due to a request from a third party that is based on said third party's business considerations or personal reputation.

Section 6. All paid advertising content, including "native advertising" and "branded content," will be labeled and identified as such in accordance with applicable legal standards to ensure transparency to employees and readers. Bargaining unit members may, but shall not be required to, work on such content. "Branded content" does not include promotional content used for the advancement of VTDigger's mission and business such as VTDigger events or membership promotions.

ARTICLE XII- LEAVE AND RELATED POLICIES

Section 1. All full-time Unit employees shall receive a minimum of thirty-four (34) paid days of leave per year as follows:

a) The following shall be paid company holidays for all unit employees, including on a pro-rated basis for those working part-time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
b) All full-time employees shall be entitled to 10 days of sick leave. Part-time employees will earn sick leave on a pro-rata basis or receive sick time under the provisions of Vermont law, whichever is greater.
c) All full-time employees shall be entitled to 15 days of vacation. Part-time employees will earn vacation on a pro-rata basis.
d) At the option of the employee and with the prior approval for scheduling purposes by the Employer, any or all sick days and vacation days may be used for:
    i. sickness of the employee or care for an immediate family member
    ii. bereavement leave; or
    iii. vacation.
e) Employees may accrue unused Vacation and Sick time for up to 80 hours (prorated for part-time employees) of banked time that can be used for vacation, sick time, parental, medical, or family leave. The Employer shall compensate for unused vacation or sick time, excluding any time banked for parental, medical or family leave, when an employee leaves employment for other than non-economic dismissal up to an amount proportional to the portion of the calendar year served by such separated employee at the time of separation and any accrued time. Employees who have banked more than 80 hours as of the effective date of this Agreement, or who have been granted additional banked time by the Employer, will retain that banked time until the end of the calendar year of the effective date of the Agreement.
f) Except as provided in Sections 1(e) and 1(g), vacation and sick time shall not accrue and must be used in the year they are awarded and no compensation will be paid for unused vacation or sick leave.
g) Two (2) additional days of vacation shall accrue to each full-time member after every three (3) full years of employment with Employer, up to a total of five (5)

additional vacation days which shall be added to the employee's yearly total of available vacation days.

h) Employees shall be entitled to five (5) days of paid bereavement leave upon the death of a spouse, partner, child, step-child, sibling, step-sibling, parent or step-parent. Employees shall be entitled to three (3) days of paid bereavement leave upon the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, cousin, uncle, aunt, or grandparent. An additional day of bereavement leave shall be granted to employees required to travel outside the continental United States or Canada to attend the funeral of one of the aforementioned parties. Any employee may request additional unpaid leave or use any available sick or vacation time in connection with the death of any family member.

Section 2. No employee with an annual vacation amount greater than this schedule provides shall have that amount reduced as a result of the execution of this agreement. Vacation benefits as provided in this schedule shall constitute minimums only and nothing in this Agreement shall prevent employees from bargaining individually for additional paid time off.

Section 3. It is agreed that the time off benefits provided to bargaining unit employees exceeds those provided for in the Vermont Sick Leave Law, and, as such, the provisions of that act are hereby waived.

Section 4. Vacation leave requests must be made in advance and those exceeding three days must be made at least three (3) weeks in advance.

a. Requests must be logged by the employee's supervisor in the Employer's public calendar and online timecard system. Holiday-time vacations over Thanksgiving and Christmas and during the summer months of June, July and August, to the extent the requested leave exceeds one week, must be approved at least four (4) weeks in advance.

b. Vacation requests will be considered and granted on a first-come, first-served basis.

c. Any leave sought to extend beyond two continuous calendar weeks or comprising more than half of any consecutive thirty (30) day period is subject to the approval and discretion of the employee's supervisor. Any denial of a request shall be immediately appealable to the Editor in Chief or Chief Executive Officer who shall promptly consider and exercise their discretion with respect to such request giving due consideration to any information provided by the employee.

d. If the Employer suspects an employee is circumventing this policy by claiming sick days to avoid prior scheduling of time off, the Employer may require the employee to supply a doctor's note after three continuous days of sick leave, but there is no requirement for it to specify the reason for the absence.

Section 5. Military leave will be granted as required by law.

Section 6. Parental Leave: In accordance with Vermont law, a qualified employee who has worked an average of thirty (30) hours per week may take up to 12 weeks parental leave, paid or unpaid, in any 12-month period during the pregnancy and/or after childbirth; or, within a year following the initial placement of a child 16 years of age or younger with the worker for the purpose of adoption.

a. In addition, concurrent with the unpaid leave period, employees shall be entitled to eight

(8) weeks of parental leave paid at 90% of their base salary for up to $55,000 per year, plus 70% of their salary above $55,000, to the extent not covered by insurance.

b. Any new fully government-funded parental or medical leave program that does not require contributions from the Employer enacted after the ratification of this contract will be used to supplant unpaid leave provided by this contract, for up to four (4) weeks of additional paid parental and medical leave.
c. This paid leave time must be taken within the parameters for parental leave established by Vermont law.
d. All non-salary benefits continue during parental leave.
e. Employees on parental leave will be returned to the same or similar position with the same benefits they enjoyed prior to such leave.
f. When the leave is foreseeable, the employee must provide written three (3) months notice of leave, making every effort to schedule the leave so as not to disrupt operations.

Section 7. Long-Term Family Medical Leave shall be available for the serious illness of the worker, worker's child, stepchild, ward, foster child, party to a civil union, parent, spouse, or parent of the worker's spouse for up to twelve (12) consecutive weeks. Leave or part-time work may be taken in a non-consecutive manner within a 12-month period by mutual agreement of the employee and the Employer.

a. Existing short and long-term disability benefits currently offered in the case of a worker's own serious illness shall continue.

b. Upon mutual agreement of the Employer and Employee, which shall not be unreasonably withheld, instead of taking unpaid leave, Employees may also work remotely and /or on a part- time basis for up to three months.

c. The Employer may require proof of illness before approving the Employer's leave request.

d. All non-salary benefits continue during family and medical leave. The employee must continue to pay their regular employee contribution to the health care premium in order to maintain health insurance.

e. Employees on family leave will be returned to the same or similar position with the same benefits they enjoyed prior to such leave.

f. An Employee must give reasonable written notice of intent to take family leave, including anticipated starting and ending dates. Employees may choose to use available vacation or sick time during the leave, but shall not be required to do so. Use of paid leave does not extend the overall leave time to which the worker is entitled.

Section 8. Personal Leave. Employees who have worked an average of 30 hours a week or more for a year shall be granted up to four (4) hours in any 30-day period (but not more than 24 hours in any 12-month period) leave to participate in preschool or school activities directly related to the academic advancement of the employee's child, stepchild, foster child, or ward who lives with the employee: to attend or to accompany the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse, partner, or parent- in-law to routine medical or dental appointments; to services related to their care and well-being; to respond to a medical emergency involving the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse, partner, or parent-in-law. For short-term family leave, an employee must give notice as early as possible, at least seven days before the leave is to be taken unless waiting seven days could have a significant impact on the

employee or employee's family member.

Section 9. The Employer shall continue to provide Short Term Disability Insurance and Benefits coverage under the same terms and conditions as described in the Equitable Life Insurance Company benefits summary of June 1, 2020, or comparable coverage, for employees disabled for less than three (3) months.

Section 10. The Employer shall continue to provide Long Term Disability Insurance and Benefits coverage under the same terms and conditions as described in the Equitable Life Insurance Company benefits summary of June 1, 2020, or comparable coverage, for employees disabled for longer than three (3) months.

Section 11. 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 XIII- GENERAL WAGE PROVISIONS

Section 1. **Minimums**. Minimum yearly salaries for Unit employees shall be as follows:

a. Upon hire, all full-time bargaining unit employees will be paid a minimum of $53,000 annually.

b. Part-time bargaining unit employees shall be paid, at minimum, an hourly wage equivalent to the full-time rates above.

c. Minimum salaries as described in this Section 1 shall be retroactive to Jan. 1, 2025.

d. The job content of each job classification covered by this Agreement is contained in the job descriptions and/or job postings for each position. The minimums agreed upon, and any individual salary above minimum, is compensation for the job so described.

e. New minimums shall be effective on the date new job content is effective.

f. If the Employer creates a new job in the newsroom that is classified as a unit position under the provisions of Article I on Recognition, the parties agree to bargain on the applicable minimum salary.

Section 2.

A. Full-time bargaining unit employees shall receive the greater of moving to the minimum described in Section 1 above, or the following percentage increase: bargaining unit employees making under $60,000 as of January 1, 2025 and part-time employees making the commensurate hourly rate shall receive a wage increase retroactive to January 1, 2025 of 7 percent. Full-time bargaining unit employees making $60,000 to $65,000 and part-time employees making the commensurate hourly rate shall receive a 4% wage increase retroactive to January 1, 2025. Full-time employees making more than $65,000 and part-time employees making the commensurate hourly rate shall receive a 3% wage increase

retroactive to January 1, 2025.

B. On January 1, 2026, bargaining unit employees making less than $60,000 shall receive a 3.5% increase and bargaining unit employees making $60,000 or more shall receive a 3% increase.

C. On January 1, 2027 and January 1, 2028, all bargaining unit employees shall receive a 3.25% increase.

Section 3. No Pay Cuts. There shall be no reduction in salaries during the term of this Agreement except by mutual agreement between the Employer and Guild for the purposes of avoiding reductions in force, as provided for in this Agreement.

Section 4. Pay Above the Minimum. The minimum salaries established herein are minimums only; individual merit may be acknowledged by increases above the minimums. The Employer shall review the salaries of all employees at least annually and may, at the Employer's sole discretion, provide for merit increases.

Section 5. **Higher Classification Work.** An employee who works in a higher classification position for two weeks or more in a two-month period shall receive at least 10 percent above the employee's regular weekly earnings for all time worked in the higher classification.

Section 6. Payment. Employee salaries shall be paid biweekly.

Section 7. **Overtime**. Both exempt and non-exempt employees who work more than forty (40) hours in a single week shall be paid at a rate of 1 ½ times their hourly rate in cash based on their current salary. Mutually agreed upon arrangements between the Employer and employee may be worked out for compensating time off for overtime worked and earned at the overtime rate.

a) The Employer shall not schedule an employee's regular work shifts, unless an employee agrees, so that there are less than twelve (12) hours between the end of one shift and the start of the next.

b) **Overtime Records**. Employees shall submit daily timesheets in a form and manner provided by the Employer reflecting work performed in at least quarter-hour increments. The Employer shall keep records of all overtime and shall make the records available to the Guild upon request.

c) **Travel Time.** Travel time to an assignment shall be deemed working time. If an employee travels directly from home to an assignment, the employee's shift for the day will be considered to start when leaving the employee's home.

d) **Overtime on Days Off**. Overtime on days off shall be by mutual agreement of the Employee and Employer. An employee who agrees to work on their scheduled day off shall be paid the overtime pay rate for all hours worked.

ARTICLE XIV - RETIREMENT

Section 1. The Employer shall offer a defined contribution retirement plan to bargaining

unit employees. Employees shall be able to decide on an optional pre-tax contribution amount to be deducted from gross pay and which available investment options they would like to invest in.

Section 2. The Employer shall contribute an amount equal to two and one quarter (2.25) percent of an employee's gross salary to the retirement plan for each employee in that employee's first and second year of employment.

The employer will contribute two and three quarters (2.75) percent of an employee's gross income salary to the retirement plan when that employee enters into their third year of employment

After five years of service, the Employer shall match any employee contribution to the retirement plan up to an additional two and one quarter (2.25) percent of the employee's gross salary.

ARTICLE XV -- INSURANCE

Section 1. All medical and other group insurance plans available as of the effective date of this Agreement, or substituted for those in effect as of the effective date of this agreement, will be substantially equivalent to the ones in effect on the aforementioned effective date and will be made available to all employees represented by the Guild.

Section 2. Starting on January 1, 2026, the employer shall pay 85 percent of the cost of single employee coverage for the plan selected for all full-time bargaining unit employees. In addition, the employer shall pay 50 percent of the cost per year for any family members or for plan selected. The employer will contribute a pro-rated portion of the cost per year for part-time employees.

Section 3. Health insurance will be a plan provided through Vermont Health Connect, or, by mutual agreement on an annual basis, a substantially equivalent plan with substantially equivalent coverage. Plans will be selected after consultation between the Guild and Employer on an annual basis.

Section 4. Employees, at their own cost, may select or change their medical insurance plan anytime they are eligible to under an open enrollment period or special enrollment period.

Section 5. Dental and Vision Insurance. The present arrangement for group dental and vision insurance shall continue in effect.

Section 6. An employee may elect to decline all medical insurance, and in that event, the Employer shall deposit $150 per biweekly pay period directly into a Health Savings Account opened by and designated for the benefit of the employee. If an employee provides proof of insurance with another insurer, the Employer shall provide $150 stipend per biweekly pay period to be used toward the cost of that insurance plan.

Section 7. Life Insurance. The present arrangement for group life insurance shall continue in effect, with premiums paid by the Employer for a ten-thousand dollar ($10,000) policy for each eligible employee.

Section 8. Short- and Long-term disability insurance benefits are defined and provided for in Article XII, Leave and Related Policies.

ARTICLE XVI - SEVERANCE

Section 1. An employee who is terminated by way of economic dismissal shall receive cash severance pay in a lump sum equal to two weeks' pay for the first six months of service, then two weeks' pay for every year of service pro-rated for each fraction thereof, such pay to be computed at the most recent weekly compensation received by the employee during service with the Employer, or with any enterprise of the Employer or with any subsidiary, predecessor, related or parent company of the Employer up to a limit of three (3) months' pay.

Section 2. Upon termination by way of economic dismissal, Medical and dental insurance shall continue for a period equal to the number of weeks of the severance payment. The Employer 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.

Section 3. If an employee dies before the full severance pay has been disbursed, the Employer shall pay the employee's beneficiary, or the employee's estate if no beneficiary has been designated, an amount equal to the amount of severance pay to which the employee would have been entitled upon termination of employment.

ARTICLE XVII – REDUCTION IN FORCE

Section 1. Layoffs.

a) The necessity for layoffs or reduction of staff for economic or strategic reasons shall be at the discretion of the Employer. In implementing any layoffs or reductions in staff, the Employer shall comply with this Article, as distinguished from a dismissal for just and sufficient cause. The Guild and Employer agree to meet to discuss the effects of layoffs which may include the possibility of enhanced severance and/or benefits for voluntary separations.

b) To the extent not provided for in Article XVI "Severance" the Employer shall provide at least two (2) weeks' notice of a reduction in force to the Guild or, if it chooses, two (2) week's pay to employees to be eliminated in lieu of two (2) weeks' notice. In either instance, the Employer shall provide notice to the Guild, which shall specify

    A. The names of the employees who are to be laid off;
    B. The job titles, dates of hire and lengths of service for each laid off employee;
    C. The effective date of the layoffs; and
    D. The basis for the reduction in force

c) The Employer shall seek volunteers to reduce the workforce and such employees shall receive the severance pay to which the employee is entitled by length of service, as set forth in Article XVI, Section 1, as well as any enhanced severance and/or benefits agreed to between the parties. The number of employees dismissed shall be reduced to the extent that

the necessary reduction has been achieved by resignation.

d) If there are insufficient voluntary resignations, dismissals to reduce the force shall be made by inverse order of seniority. In this regard, employees will be placed in “seniority bands” by length of service to the Employer as follows:

Band	**Years of Service***
A	Less than 1.5 years

B	1.5 to 3 years
C	3 to 5 years
D	3-year increments after 5 years or more

*An employee reaches a new band on the day after the employee's anniversary of service.

In determining who shall be affected by a reduction in force, the Employer shall first determine which job classification (currently editor, reporter, or photographer) shall be affected by the reduction in force. If there is more than one employee that holds the same job classification that shall be affected by the reduction, then the Employer shall select employees in inverse order of seniority (i.e., employees in band "A" first, then if all employees in band "A" have been selected and additional layoffs are required, the Employer may begin selecting employees in band "B," and then likewise for band "C" and band "D"), with the right to select the employee(s) within those bands with the least skill, knowledge and ability to be separated, laid off or reduced.
Within each band, all employees will be deemed to have the same seniority.

Notwithstanding the procedure set forth in this Article the Employer shall retain the discretion, regardless of seniority, to conduct reductions to ensure that such dismissals do not decrease the level of diversity existing within the unit.

e) An employee can be excluded from seniority considerations if the Employer determines their job requirements cannot be replaced by anyone else in the unit. However, the Employer must consider whether another employee can be trained in that skill or aspect of the position, and if not, whether someone on the callback list could be trained in that skill or aspect of the position.

f) The Company will comply with any federal, state and/or local laws and regulations governing notification of layoffs, including without limitation the Worker Adjustment and Retraining Notification (WARN) Act of 1988. If an employee is entitled to payment under any federal, state and/or local WARN or other statutes, then any severance or payment in lieu of notice under this Article shall apply toward and not be in addition to that amount.

g) Employees separated, laid off or otherwise terminated under this Article, or who accept a voluntary buyout pursuant to this Article, will receive severance subject to the terms of Article XVI, "Severance." Any severance received pursuant to this Section shall apply toward, and shall not be in addition to, any payment required to the employee under federal, state and/or local WARN or other statutes.

h) Any employee who is dismissed to reduce the force shall be placed on a rehire list for a period of no less than nine (9) months. The most senior employee on the rehire list who is qualified for any posted position shall be recalled first for any vacancies in the employee's job classification, or in any job classification in which the employee has previous experience. New employees shall not be hired until the

rehire list has been exhausted of qualified employees.

Section 2. Seniority means length of continuous employment at the Employer. Employment shall be deemed continuous unless interrupted by (1) dismissal for just and sufficient cause; (2) resignation; (3) refusal to accept a rehire offer; or (4) retirement. In the event an employee is rehired, any prior period of employment for which the employee has already received severance pay (that has not been refunded), shall not be counted as employment in calculating any future severance which may again become due after rehire. For purposes of a separation, layoff or reduction in force, employees on approved leave of any kind will be deemed to have accrued seniority during their leave.

ARTICLE XVIII – JUST CAUSE

Section 1. There shall be no dismissals except for just and sufficient cause.

Section 2. An employee may request the presence of a Guild representative (e.g., a shop steward, Guild unit leader or representative of the unit's Guild local) who may attend any meeting in which an employee will be provided formal discipline, which shall be progressive in nature. (e.g., verbal warning, written warning, paid and unpaid suspension). Employees will be given advance notice that a meeting is intended to be disciplinary in nature.

Section 3. Notwithstanding the foregoing, the parties understand and agree that if management reasonably believes that an Employee has created or could create, in the workplace, a threat of physical harm to oneself, others or property within the workplace, or similarly created or could create an emergency or unsafe condition in the workplace, the Employer may immediately suspend the Employee with pay, pending a discipline or discharge meeting. In such a situation, the Employer will notify the Guild of the rationale for the suspension within one (1) business day of the suspension being imposed, and discuss with the Guild the circumstances giving rise to the suspension and any further discipline or discharge contemplated.

Section 4. In disciplinary arbitrations concerning Employee performance, the Arbitrator may not substitute their judgment for the editorial judgment of the Employer and shall conclude that the Employer's editorial standards and its judgments regarding the same are reasonable unless rebutted by the Guild by clear and convincing evidence. The Arbitrator shall not have the authority to modify the Employer's editorial standards.

ARTICLE XIX – GRIEVANCE AND ARBITRATION

Section 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, and shall inform the Employer in writing of the composition of the committee and any changes in membership upon the request for a meeting.

Section 2. All Guild grievances must be submitted to the designated Company representative or, in the case of a Company grievance, to the Guild's Local Representative and Guild Unit

Chairperson within ninety (90) days after the Guild or Company knew of the existence of the facts and circumstances giving rise to the grievance. Subject to Sec. 5 below, any such grievances not so submitted shall be deemed to have been waived.

Section 3. The Employer agrees to meet, to the extent possible, with the committee within five business days after request for such meeting. Efforts to adjust grievances shall be made on Employer time.

Section 4. Except as otherwise expressly agreed, at the option of either party, any matter involving the interpretation, application, administration or alleged violation of this contract (except renewal of this contract), 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. Any matter not resolved, withdrawn without precedent or prejudice, or submitted to arbitration within the 30-day timeframe shall be deemed waived with prejudice.

Section 5. These timelines can be extended by mutual agreement of the parties.

Section 6. Upon request of either party, any matter described in Section 3 above expressly subject to expedited arbitration shall be submitted to expedited arbitration. Matters not expressly subject to expedited arbitration may be submitted to expedited arbitration by mutual consent of the parties. Such final and binding arbitration shall be conducted pursuant to the expedited labor arbitration rules of the American Arbitration Association.

Section 7. Conditions prevailing prior to an action or circumstance which results in a grievance shall be maintained unchanged pending final settlement of the grievance as provided herein.

ARTICLE XX: HAZARDOUS ASSIGNMENTS

Section 1. In the event an employee believes an assignment poses hazards out of the normal course, the employee shall consult with their supervisor and may refuse to accept an assignment or a job which the employee has demonstrated is unduly hazardous and cannot be accommodated.

Section 2. Employees shall not be deprived of compensation in the event they have consulted with a supervisor and it has been determined that no reasonable accommodation can be made to mitigate an identified hazard but an employee will not be compensated in the event an employee refuses an assignment despite the offer of reasonable accommodation or fails to notify their supervisor of a concern. Whether or not a situation is hazardous and/or a suggested accommodation is reasonable shall be subject to the grievance and arbitration process, and in no case shall an employee be disciplined beyond loss of pay solely for refusing an assignment under this Article.

Section 3. The Employer shall:

a. furnish employees with reasonable and practicable protection as circumstances dictate;

b. take reasonable measures to minimize and alleviate the hazardous conditions of jobs or the hazardous conditions under which a job is performed;

c. Ensure that any employee out on assignment has a clear supervisor or manager they can contact with questions or concerns.

d. compensate employees at their normal rate when the inability to report for work in person is due to the fact that normal travel is not practical, 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. Under such conditions, employees shall make best efforts to report to work remotely through electronic means or otherwise.

ARTICLE XXI - PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

Section 1. The parties acknowledge that Vermont state law provides a shield against disclosure to outside sources at 12 VSA §1615. Both VTDigger and the Guild agree to cooperate to obtain the full protections available under the law. Reporters and editors will make every reasonable effort to ensure the accuracy and fairness of VTDigger's work.

Section 2. If a member of the Guild who has complied with Section 1 above is proceeded against under the law in connection with work done on behalf of VTDigger on account of refusal to surrender or disclose or authenticate information, provided the employee fully cooperates in facilitating a response to such action in cooperation with VTDigger, legal counsel, and any insurer, VTDigger shall move to join as a party to such proceedings; shall meet all expenses imposed on the employee as a direct consequence of the action, and shall endeavor to provide all benefits and protections available to employee and VTDigger.

Section 3. If an employee is proceeded against under law as a result of performing their assigned duties, except in the case of an employee who acts in reckless disregard of the truth or in violation of the law, the Publisher shall meet all reasonable fees and expenses of legal counsel.
The Publisher also shall indemnify such employee against loss due to fines or damages which may be assessed against him or her, and against loss of pay at the employee's regular straight time salary.

ARTICLE XXII – TRAINING& ARTIFICIAL INTELLIGENCE

Section 1. An employee may request that the Employer provide reasonable and necessary training seeking to add new work skills or to enhance existing work skills relative to their position and the Employer shall not withhold approval unreasonably.

Section 2. The Employer shall pay up to $300 per year for each member to attend one conference, training or other professional development opportunity at the member's discretion. The Employer may elect to provide additional funding upon a bargaining unit member's request.

The Employer may request a bargaining unit employee to attend additional professional development opportunities, to be paid for entirely by the Employer. Covered expenses during professional development opportunities that the Employer has directed the employee to attend

include meals, transportation to and within the location of the event, reasonable accommodations and other necessary expenses incurred during the entire length of the member's travel. The time spent at such professional development shall be counted as half or full days of time worked for compensation purposes (this shall not include time not spent during the actual development sessions or time spent away from home not directly in such sessions).

Section 3. The Employer shall provide all reasonable and necessary training to employees required to perform any new or additional skills or duties, and in conjunction with the introduction of new technology or processes. Unit employees expected to use any of these new systems shall participate in said trainings

Section 4. Definition. Generative Artificial Intelligence ("GAI") includes open-source or proprietary generative systems of technology that create original content, in whole or in part, through the utilization of machine learning techniques, including but not limited to generative adversarial networks, generative pre-trained transformers (e.g., ChatGPT), and variational autoencoders.

Section 5. Notice. The Employer shall provide reasonable advance notice to the Guild of at least 60 days regarding the actual use by the Company, the required use by bargaining unit employees of any new GAI system within the jurisdiction of the Guild that it anticipates will have a meaningful impact on terms and conditions of employment applicable to bargaining unit employees in their performance of their work. Following such notice, the Employer shall meet at the request of the Guild to discuss the new GAI system. The Guild reserves all rights to bargain the effects of AI implementation on the terms and conditions of bargaining unit employees' employment. Should a bargaining unit employee wish to use a GAI system, the Employee may request that the Company authorize such use. If fewer days of notice are deemed necessary, the Employer may request an exception from the Guild, which must be considered.

Section 6. Usage. Bargaining unit employees may decline a byline on any published content for which GAI is used substantively to generate the final published piece. If a bargaining unit employee has professional concerns with using GAI in the production of their work, they may raise the issue to editorial leadership, which shall consider the concern in good faith.

Section 7. Layoffs. Any layoffs due directly and primarily to the use of GAI shall be subject to Article XVI and XVII of this Agreement, with the following enhancements:

a. Any impacted employee shall receive four (4) additional weeks of severance per year of service, or a minimum of twelve (12) weeks of severance, whichever is more.
b. The Company shall provide three (3) additional weeks of notice, or pay in lieu of.
c. The rehire list shall be extended by an additional three (3) months.

Section 8. Journalistic Ethics. Use of AI systems shall comply with general standards of journalistic ethics.

At a minimum, such standards, as they relate to any VTDigger journalism products with which GAI is used materially during production, must include: (a) public-facing labeling on such content (eg, "AI-generated content") that makes it clearly recognizable as such to VTDigger's audience; and (b) a link to guidelines explaining how AI is used in the production of VTDigger journalism.

Such standards must also include: (a) an editorial review process for which editorial content published by the Company shall be subject; and (b) an acknowledgement that GAI tools do not adequately substitute for human judgment in the creation, distribution and promotion of journalism.

The specifics of the above required standards and any other standards will be recommended by a committee of four (4) to eight (8) employees to be selected in equal parts by the Guild and by the Company, all of whom shall have an equal voting right. Such recommendations shall be considered in good faith by the Company, which will provide an explanation for any recommendations it chooses not to adopt, if any.

The committee will meet within sixty (60) days of this Agreement's ratification, and continue to meet, at minimum, on a quarterly basis.

ARTICLE XXIII - PROFESSIONAL DEVELOPMENT COUNCIL

The Employer and Guild share a belief that a workplace that prioritizes active learning makes the Employer's journalism and business stronger.

The parties shall establish a pilot Professional Development Council (PDC) comprised of three (3) Guild-appointed unit members and two (2) Employer-appointed members to discuss professional development opportunities and ideas. Additional Council members may be added by mutual agreement of the Employer and Guild.

At the initiation of the Guild-appointed members, The PDC shall meet at least monthly for 1-2 hours to discuss issues and design initiatives relevant to the promotion and nurturing of education, training, and collaboration across the organization including, but not limited to, skill-sharing, mentorships, memberships, guest speakers, shadowing programs, special projects, and external partnerships.

The Employer commits to fund the PDC with at least $1,500 per calendar year, which is to be managed by the Council. Meetings shall be scheduled during regular working hours.

To ensure transparent governance, the Guild-appointed members of the Council shall, at minimum, (a) solicit from the newsroom items for a proposed agenda at least 48 hours in advance of any meeting, (b) provide to the newsroom meeting minutes at most 48 hours after the end of any meeting, and (c) present its ongoing work at an all-newsroom meeting on a quarterly basis.

The Professional Development Council shall be instituted as a one- (1)-year pilot program, to begin the first month after ratification of the CBA. The parties agree to meet at the conclusion of the pilot year to discuss the program's continuation, or any changes to it that might be deemed necessary.

ARTICLE XXIV - ELECTRONIC USE AND COMMUNICATIONS

Section 1. Surveillance or monitoring of employees' company devices and electronic communications shall solely be conducted for the following reasons: To retrieve information

from employees who have left the company; to identify the source of security breaches or to ensure that security measures are installed; to investigate illegal activity or misconduct; to respond to legal processes; or as necessary to ensure optimal performance of equipment.

There shall be no surveillance of employees nor shall electronic supervisors, tape recordings, telephone monitoring systems, monitoring of employees' electronic files or voice mail, or similar procedures or devices be used for communications relating to union matters.

Access to surveillance or monitoring systems shall be limited the Chief Executive Officer and the Chief Administrative Officer or their equivalent positions and those persons necessary to assist these positions in conducting necessary evaluations. In the case of third-party surveillance software, the company shall provide the third-party entity's privacy policy, contact information and website within 30 days' of the entity's hiring.

Subject to legal obligations, and the preservation of the Company's right to legitimately conduct investigations, the Guild shall be provided with the following information when an Employee's device is accessed:

- Which, if any, Guild members' company-owned devices have been accessed and why;
- who has been provided with passwords and/or administrative access to company devices, Gmail, and Slack;
- a list of software added to company devices that allows access to information on those devices, and what permissions and access such software has.

Section 2. Employees remain free to make occasional and reasonable personal use of the Employer's computer equipment, networks, systems, portable electronic devices, smart phones, internet accounts and other communications systems.

Section 3. Employees have a legally protected right to communicate on social media with coworkers and the Guild for mutual aid and protection. Employees have a legal right to speak candidly and critically on social media about union activity, terms and conditions of employment, collective bargaining, treatment by supervisors, personnel policies and contract terms, and complaints, grievances or litigation regarding working conditions. Nothing in this provision shall relieve any party from legitimate claims and liability for defamation, libel or similar legal claims.

ARTICLE XXV – PHOTO EQUIPMENT

Section 1. The Employer shall provide all work-related equipment to employees performing photography and multimedia reporting necessary and adequate for their work, which may include:

- Two professional-level camera bodies
- One wide-angle, large-aperture lens
- One telephoto, large-aperture lens
- Batteries, memory cards, card readers

- Insurance
- Software: Adobe suite, Photo Mechanic
- Camera bags and containers
- Portable digital audio recorder
- Shotgun microphone w/ mount and grip
- Two handheld microphones
- Two wireless lavalier microphone kits
- HD camcorder
- Video tripod
- Table-mount microphone stands, windscreens and cables

Section 2. Photographers and multimedia reporters are free to use their own personal equipment for assignments on behalf of VTDigger. Photographers and multimedia reporters may, with prior approval, repair, replace, or insure their personal equipment subject to submission of receipts and only to the extent the equipment is used for the benefit of VTDigger. Any equipment purchased pursuant to this provision shall remain the property of the Company.

ARTICLE XXVI – EXPENSES

Section 1. Employees shall seek approval prior to incurring expenses and the Employer shall pay all legitimate expenses approved and incurred by an employee in the service of the Employer. In circumstances where prior approval is not possible, an employee may submit their expenses for review. So submitted with adequate support, approval of reasonable and legitimate expenses shall not be withheld.

Section 2. Where travel has been pre-approved The Employer shall compensate for the use of an automobile in the service of the Employer at the rate established by the State of Vermont Human Resources website at https://humanresources.vermont.gov/compensation/expense-reimbursement for mileage reimbursement. In circumstances where prior approval is not possible, an employee can submit their mileage for review. So submitted with adequate support, approval of reasonable and legitimate expenses shall not be withheld.

Section 3. Upon submission of receipts, the Employer will provide reimbursement of parking expenses for employees on assignment and shall reimburse up to $50.00 per month of parking expenses at all Employer offices.

Section 4. The Employer will provide at Employer's expense necessary working equipment, including equipment needed to reasonably accommodate a disabled employee in the performance of their job. It shall include, but not be limited to:

- A laptop computer,
- Cell phone and related voice and data plans.
- Software programs necessary to conduct the job, such as Microsoft Office or the Adobe Suite
- Antivirus software
- Professional-level transcription software

Employees shall use reasonable care and maintain all company equipment. Accidental damage to equipment sustained during the course of the job not caused or contributed to by Employee's willfulness or negligence shall be the responsibility of the Employer.

Section 5. The Employer shall reimburse an employee up to $500.00 for loss of or damage to the employee's personal property necessary to the performance of their duties and directly caused by their employment activities. The employer shall reimburse an employee for loss of or damage to the employee's personal automobile in connection with employment (not during the ordinary commute), up to the amount of the employee's insurance deductible and not to exceed $1,000.00. The Employer will not disburse payment for any reimbursement unless and until the employee has submitted documentation of the expense in writing.

ARTICLE XXVII – RE-USE, INTERNAL FREELANCE

Section 1. Part-time employees who use their own equipment shall be entitled to 50 percent of any proceeds either they or VTDigger are able to negotiate for their photography or multimedia content with third parties for which VTDigger does not have a republication or content sharing agreement.

Section 2. Appearance Fees. Employees who are requested to appear on third-party programs in which the Employer lacks a proprietary interest, including but not limited to television, radio, podcasts, webcasts, streaming video or a live event, shall be entitled to negotiate a fee for each appearance from that third party.

ARTICLE XXVIII - OUTSIDE ACTIVITY

Section 1. An employee shall be free to engage in activity outside of working hours provided that

a. with respect to activity relating to journalistic services, the activity is not in competition with the Employer and does not interfere with the employee's work with the Employer and further providing any articles are written or any photographs or works of art are prepared on the employee's own time and without using the resources of the Employer. An employee who seeks to acquire a connection for profit or remuneration, with any other interest, publication or media outlet that may pose a perceived conflict of interest may do so only with the consent of the Employer. Such consent may be granted for specific periods of time but shall not be unreasonably denied. If, after issuing such consent, there is a substantial change in the conditions of the secondary employment that poses a potential conflict of interest, the editor may review the connection and the employee and The Guild will be given the opportunity to identify ways to diffuse the perceived conflict before requiring any change in the employee's outside activities. An employee may, to establish credentials with a secondary employer, mention their connection with VTDigger. However, attribution of association with VTDigger in published or broadcast accounts must be approved by the Employer in advance.

b. With respect to public statements, including social media, VTDigger shall adopt the following policy. Nothing herein shall be interpreted to abridge or amend employees' rights under the National Labor Relations Act.:

VTDIGGER PUBLIC STATEMENT POLICY

VTDigger employees are family members and responsible citizens as well as journalists. Nothing in this policy is intended to abridge their right to live normal lives - to educate their children, to worship and to take part in community affairs. But like other dedicated professionals, we knowingly accept some restrictions - in our case, with the goal of ethical and impartial journalism. Public statements outside VTDigger's platforms can serve important goals in promoting the mission of our organization. VTDigger provides the following guidance for the use of public statements, including social media, by its journalistic staff (editors, reporters and photographers)

1) Employees must not express partisan opinions, promote partisan political views, or endorse candidates;
2) Employees should not make profane, obscene or *ad hominem* comments or engage in hateful or harassing speech.
3) Employees should be especially mindful of appearing to take sides on issues that VTDigger is seeking to cover objectively;
4) Employees should not make customer service complaints on social media.
5) Except for reporting purposes and in consultation with an editor, employees should avoid joining private and "secret" groups on Facebook and other platforms that may have a partisan orientation and should also refrain from registering for partisan events on social media.
6) Employees should always treat others with respect on social media;
7) Management supports the right of our employees to mute or block people on social media who are threatening or abusive.
8) If an Employee feels threatened by someone on social media, they should inform their supervisors immediately.
9) Management believes in the value of using social media to provide live coverage and to offer live updates. But there may be times when we prefer that our employees focus their first efforts on our own digital platforms.
10) We generally want to publish exclusives on our own platforms first, not on social media, but there may be instances when it makes sense to post first on social media. Consult your supervisors for guidance.
11) Be transparent. If you tweeted an error or something inappropriate and wish to delete the tweet, be sure to quickly acknowledge the deletion in a subsequent tweet.
12) If you are linking to other sources, aim to reflect a diverse collection of viewpoints. Sharing a range of news, opinions or satire from others is usually appropriate. But consistently linking to only one side of a debate can leave the impression that you, too, are taking sides.
13) Exercise caution when sharing scoops or provocative stories from other organizations that VTDigger has not yet confirmed. In some cases, a tweet of another outlet's story by a VTDigger reporter can be interpreted as VTDigger confirming the story, when it has not.
14) There is no obligation for an employee to use social media and while employees may engage in social media accounts, this does not mean they have

a license to veer into editorializing or opinion on partisan issues or matters that would be likely to be a subject of VTDigger's reporting.

If you have questions about whether a statement or post is appropriate or violates this policy, consult with a supervisor to explore the following questions:

1. *Would you express similar views in an article on VTDigger's platforms?*
2. *Would a reasonable person who reads your post have grounds for believing that you are biased on a particular issue?*
3. *If readers see your post and notice that you're a VTDigger journalist, would that affect their view of VTDigger's news coverage as fair and impartial?*
4. *Could your post hamper your colleagues' ability to effectively do their jobs?*
5. *If someone were to look at your entire social media feed, including links and retweets, would they have doubts about your ability to cover news events in a fair and impartial way?*

As always, if you are unsure, please consult with your supervisor or other newsroom leaders about your social media and public statement practices.

c. Employees may not engage in statements or conduct (including re-postings) that could be interpreted to constitute a public endorsement of a partisan political issue, party, or candidate. Employees do not take part in politics, run for office, wear campaign buttons, or display any other sign of political partisanship. Employees are entitled to register as members of political parties and to vote.

Employees may participate in rallies or marches so long as they are in celebration of personal identities -- such as race, ethnicity, ability, gender or sexual orientation -- and are not expressly political. However, employees may not attend marches or rallies that express support of political causes or public policy issues that are or are likely to be in the news. Reporters should not engage in specific policy prescriptions that are likely to be or are part of VTDigger's news coverage.

An employee with doubts about a proposed political activity should consult with a supervisor.

ARTICLE XXIX-TELECOMMUTING

Employees shall be able to work remotely, including from home, or from the Employer's offices, subject to the needs of an Employee's assigned beat and the need to commute to regular in-person field assignments. The Employer may mandate Employees to work from designated Company offices two day per week, with reasonable advance notice or as part of an Employee's regular work schedule.

When an employee must report to a specific work location other than the office, employees whose report to office is in Montpelier shall have mileage reimbursed based on either the

distance to the location from the employee's home or the Montpelier office, whichever is lesser. Employees whose assigned work location is their home/bureau shall continue to calculate mileage from that location according to current practice. Such reimbursement policy shall not be instituted before January 1, 2027, with current mileage reimbursement practice continuing until that date at rates defined in Art. XXV, Sec. 2.

ARTICLE XXX - JOB SHARING

Any employees may request to share a full-time job, either temporarily or indefinitely. Any such arrangement is subject to the agreement of both the Employer and the Union, which may each withhold such consent at their sole discretion. Should a job share be agreed to by all parties, the terms of the job share shall be subject to negotiation between the Employer and the Union.

ARTICLE XXXI - NO STRIKES/NO LOCKOUT

The Guild and its members agree they will not authorize, ratify, or condone any work stoppage, including strikes, sympathy strikes, wildcat strikes or sitdowns during the term of this Agreement. In the event of any work stoppage described herein, the Guild will immediately use its authority and best efforts to cause prompt resumption of work.

Section 1. VTDigger agrees that during the term of this Agreement it will not lock out any bargaining unit employees covered by the terms hereof.

Section 2. The Guild agrees that during the term of this Agreement (1) it will not strike against the Employer, including any sympathy strike against, picket, or boycott, or directly interfere with any of the Employer's operations or other withholding of services by the Guild; (2) neither the Guild nor any officer, executive, official or executive employee of the Guild will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, sympathy strike, picket, boycott, or other withholding of services by the Guild; and (3) the Guild will instruct its members to perform their contracts with the Employer and it will at the same time instruct them not to strike against, picket, or boycott the Employer.

Section 3. Guild members may exercise their rights conferred on them by the National Labor Relations Act as amended that are not expressly and specifically contrary to the terms of this contract.

ARTICLE XXXII - SEVERABILITY

Severability. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause(s) shall be finally determined to be in violation of the law, then such clause(s) only, and only to the extent that any may be in such violation, shall be deemed of no force and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of the clause, sentence or paragraph in which the offending language may appear.

The parties agree to negotiate in good faith to replace the provision deemed in violation with an alternative provision that as nearly as possible meets the intent of the stricken provision and

complies with the law.

ARTICLE XXXIII -- DURATION AND RENEWAL

Section 1. This Agreement shall be effective immediately upon ratification by the Guild and signature of the parties through December 31, 2028, and shall inure to the benefit of and be binding upon the successor and assigns of the Employer.

Section 2. The terms and conditions of this Agreement shall remain in full force and effect until a new Agreement is reached or an impasse is reached in accordance with the law, whichever is earlier.

ON BEHALF OF VTDIGGER

AGREED AND ACCEPTED BY:

Gaye Symington

President, Vermont Journalism Trust

Name and Title

March 31, 2026

Date

ON BEHALF OF VTDIGGER GUILD

AGREED AND ACCEPTED BY:

ADMINISTRATOR
TNG-CWA LOCAL 31041

Name and Title

3/30/26

Date