

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
DEEP SOUTH TODAY  
and  
NATIONAL ASSOCIATION OF BROADCAST  
EMPLOYEES AND TECHNICIANS, the  
Broadcasting and Cable Television Workers Sector of the  
Communications Workers of America, AFL-CIO

March 5, 2025

through

March 4, 2028

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## **ARTICLE I PREAMBLE**

This Collective Bargaining Agreement (this “Agreement”) is made and entered into this 5th day of March, 2025, by and between Deep South Today, hereinafter referred to as “Employer” and the National Association of Broadcast Employees and Technicians – Communications Workers of America, AFL-CIO, hereinafter referred to as the “Union.”

## **ARTICLE II RECOGNITION**

Pursuant to the Voluntary Recognition Agreements between the Union and the Employer executed on July 14, 2023, the Employer recognizes the Union as the exclusive representative pursuant to Section 9(a) of the National Labor Relations Act, for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employees employed by the Employer in its Mississippi Today and Verite newsrooms, or employed directly by Deep South Today, in the bargaining unit (collectively referred to as “Employees” and individually referred to as “Employee”) described below:

All full-time and regular part-time editorial and audience engagement employees employed by the Employer at its Ridgeland, MS facility, its New Orleans, LA facility and remotely, in the job classifications of Mississippi Today Health Photojournalist; Mississippi Today; Community Health Reporter; Mississippi Today Data Reporter; Mississippi Today Editor-at-Large; Mississippi Today Education Reporter; Mississippi Today Higher Education Reporter; Mississippi Today Investigative Reporter; Mississippi Today Justice Reporter; Mississippi Today Photojournalist; Mississippi Today Audience Engagement Specialist; Mississippi Today Senior Political Reporter; Mississippi Today Statewide Elections Reporter; Brand & Product Designer; Distribution & Engagement Specialist; Reader Revenue & Membership Strategist; Verite Audience Engagement Specialist; Verite Newsroom Fellow; Verite Reporter; and Verite Senior Reporter, but excluding all other employees of the Employer, office clerical employees, managers, guards, confidential employees, and supervisors as defined under the National Labor Relations Act.

## **ARTICLE III NON-DISCRIMINATION**

The Employer and the Union shall not discriminate against any Employee on the basis of: race (including traits historically associated with race like hair texture and protective hairstyles like braids, locks and twists), color, ethnicity and national origin; age; religion, religious creed, and religious belief; sex (including pregnancy, childbirth and related medical conditions, lactation, and reproductive health decisions); sexual orientation; gender, gender identity, gender expression, transgender status, gender non-conforming status and intersex status; sexual stereotypes; nationality, citizenship status, and ancestry; personal appearance; marital status (including registered domestic partnership status), military status,

veteran status, mental and physical disability, medical condition, genetic information and genetic characteristics of an employee or their family member; status as a victim of domestic violence, sexual assault, or stalking; or any other basis prohibited under applicable law.

#### **ARTICLE IV ANTI-RETALIATION**

Any Employee who believes in good faith that an assignment or directive is unlawful, unethical or raises serious reasonable concerns about integrity may promptly notify management and will not be subject to retaliation for doing so. Employees must still perform such assignments or follow such directives unless their supervisor modifies the assignment or directive, or if such directives are such that a reasonable person would believe would subject them to criminal liability or would reasonably be a breach of journalistic ethics (currently defined as the Society of Professional Journalists code of ethics).

#### **ARTICLE V EMPLOYEE ONBOARDING**

A Union representative shall not be prohibited from meeting with each new Employee within the first four weeks of their start date.

#### **ARTICLE VI HIRING PROCEDURES AND PROMOTIONS**

**6.1 External Hiring.** The Employer and the Union agree that a diverse workforce helps to serve the communities that the Employer serves. As part of the Labor Management Committee (“LMC”) as defined in Article IX, the parties agree to discuss ideas and strategies aimed at this goal, including but not limited to suggestion on where to advertise positions. Nothing in this Agreement, prohibits the LMC from discussing salaries for posted bargaining unit positions. The Union recognizes that the Employer makes the final determination on all hiring decisions.

**6.2 Internal Promotional Procedures.** The Employer shall consider current qualified Employees, including but not limited to fellows, to fill a vacant bargaining unit position the Employer is seeking to fill. The Employer agrees to notify Employees of any vacancy within bargaining unit when such vacancy is posted and/or communicated to external parties. Qualified Employees, as reasonably determined by the Employer, who apply for a vacancy shall be granted a recruiting interview. If an Employee is not selected for the vacant position, the Employer agrees to meet with the Employee, if requested by the Employee, to discuss why the position was not a good fit and, if applicable, identify areas of professional development that would make the Employee more competitive for future opportunities.

**6.3 External Candidates.** Vacant positions advertised externally shall remain posted for a minimum of two weeks. The Employer will consider suggestions through the Labor Management Committee on advertising to a broader audience.

Notwithstanding the foregoing, the Employer agrees to continue to make commercially reasonable efforts to circulate any external postings for any bargaining unit position with the goal of gaining high exposure of such postings to underrepresented groups.

## **ARTICLE VII DUES CHECKOFF**

**7.1 Dues.** Upon receipt by the Employer of a voluntary authorization, in conformance with applicable law, dated and signed by an Employee, the Employer shall deduct the authorized amount from the Employee's regular wages until the authorization is revoked by the Employee in accordance with the terms of said agreement. The Employer shall deduct from an Employee's wages only that which an authorized representative of the Union has certified to the Employer in writing, which may include initiation fee, assessments, dues, etc., for the Employee. Deductions shall be remitted to the Union Office (as directed by the Union) no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deduction is made and shall include all deductions made in the previous month.

**7.2 Bargaining Unit Employees.** Along with the deductions sent to the Union each month, the Employer shall furnish the Union with an alphabetical record of all Employees within the bargaining unit, including their job title and any additional information listed in subsection 7.3(b) and (c) below. Additionally, the Employer shall identify those Employees for whom deductions have been made, gross earnings of each Employee for the period, and total amount of each deduction.

### **7.3 New Hire Information.**

- a. Within three weeks of hiring, the Employer shall furnish the Union a list of new employees along with the following information:
  1. Name, address and date of birth;
  2. Self-identified gender and race/ethnicity;
  3. Job classification and complete job title;
  4. Rate of pay, bonus commissions or other forms of compensation; and
  5. Date of hire.
- b. Changes in name, address, job classification, experience rating, pay rates, bonus, commissions, nature of part-time status, or other forms of compensation and effective date of the same, shall be provided once a month.
- c. Resignations, retirements, deaths and the effective dates shall be provided once a month, however any notices of terminations for cause shall be provided 15 days prior to termination.

## **ARTICLE VIII TRANSPARENCY**

**8.1 Annual Meeting.** The Employer shall conduct an annual meeting to discuss the overall state of the organization, including its financial health.

**8.2 Grant Funding and/or Reporting Partnerships.** Where there is a known substantial change, modification or initiation/expiration of any grant funding, reporting partnerships or other similar third-party affiliations with the Employer that will directly and materially affect an Employee's primary duties and responsibilities, the Employer will inform the Union and Employees(s) affected at least thirty (30) days, or as soon as practicable, prior to such material change, modification or initiation/expiration of an Employee's duties and responsibilities.

## **ARTICLE IX LABOR MANAGEMENT COMMITTEE**

**9.1 Purpose.** The purpose of the Labor Management Committee ("LMC") is to promote communications and problem-solving, to avoid misunderstandings and to discuss workplace issues and suggested resolutions. The LMC shall have no authority to implement changes in policies or practices, to bind either party to any agreement, nor change the language of this Agreement. The Employer will reasonably consider any joint recommendations of the LMC. The LMC may deal with workplace issues not mentioned in this Agreement. Details of LMC discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members and to newsroom management but shall not be disclosed to outside sources.

**9.2 Composition.** The LMC shall consist of a representative or representatives from each party (not to exceed four) except by mutual agreement from each party. Representatives shall be designated at the time of each meeting and may differ each time a meeting is called. The LMC shall meet as needed, but no less than twice a year. Both parties agree to make themselves reasonably available.

**9.3 Identified topics of LMC.** The parties agree to regularly discuss topics identified as LMC issues in this Agreement, this includes but is not limited to workplace health and safety issues or diversity equity and inclusion efforts.

## **ARTICLE X WORKPLACE HEALTH AND SAFETY**

**10.1 Right to refuse assignment due to exigent circumstances.** Where a natural disaster (e.g. hurricane, extreme heat conditions, flood, etc.) occurs, the Employer shall make every effort to solicit qualified volunteers for coverage of any reporting at a specific location that would be impacted by such condition(s). Notwithstanding the foregoing, Employees maintain the right to the following:



Prior to an assignment of an Employee to such a location by the Employer, the Employee and their supervisor will discuss any objective safety concerns with an assignment or reporting to work and brainstorm alternatives and accommodations that will allow them to safely complete the assignment. If after such discussion the Employee is reasonably concerned about objective safety issues, the Employee may decline the assignment, subject to the Employer's right to contest that the concerns were reasonable and that there are no objective safety issues.

If the emergent circumstances at a specific location where an Employee has been directed reasonably threatens such Employee's safety despite planning or alternate arrangements, an Employee may leave the specific location without facing disciplinary action.

**10.2 Work Hours.** No Employee shall lose work hours in the event that an Employee is unable to perform their job for a reasonable period of time, because (1) either (a) an inability to report for work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, or (b) 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, and (2) there is no reasonable alternative for the Employee to perform all or part of their work.

**10.3 Labor Management Committee.** The parties may discuss health and safety issues, including but not limited to health and safety issues concerning upcoming weather events, through the LMC. The parties agree to respond to requests to discuss upcoming weather events in a timely manner.

## **ARTICLE XI WORK SCHEDULE**

**11.1 Work Week.** The expected work week for full-time Employees shall generally be no less than forty (40) hours, excluding lunch and rest periods. Due to the nature of the work or coverage area, employees may be expected to work longer hours from time to time, however, if an exempt Employee is required to work unusually long hours during a single workweek or to work on a scheduled day off, they shall work with their managers to take alternate time off within a reasonable period of time. Employees shall continue to be able to work with their supervisor to adjust their schedules if they are required to work late into the evening.

**11.2 Lunch and Rest Periods.** The Employer shall continue its current practice of permitting Employees to take lunch and rest breaks in a manner that does not interfere with their work responsibilities. Should the Employer decide to modify this policy, it shall bargain over such modifications with the Union.

**11.3 Office Attendance Policy.** Employer shall continue to maintain a flexible work environment that permits certain days to be scheduled as work from home, at the Employer's reasonable discretion. If the Employer intends to change the number of, or specific days, an Employee is regularly expected to work in the office, the Employer shall give the Employee at least thirty (30) days' notice and offer the Employee an opportunity to discuss with the Employer before implementing the change. Notwithstanding the foregoing, the parties mutually understand that the foregoing does not apply where the Employer calls a one-off meeting, news event(s), or any other incidental change to an Employee's schedule. The Employer recognizes that Employees are professionals who are trusted to manage their time in consultation with their managers, and, therefore, a reasonable mistake that results in a failure to abide by the policy shall be reasonably considered as a defense to disciplinary action.

**11.4 Workplace Accommodations for Injury/Illness.** The Employer will continue to follow the interactive process under the ADA to address requests for a reasonable accommodation due to injury or illness. In addition, the Employer will make an effort to allow Employees who sustain an acute injury or illness that may result in short-term limitations an opportunity to work from home so long as it does not prevent them from completing their daily tasks as if they were in the office.

## **ARTICLE XII TEMPORARY EMPLOYEES AND FELLOWS**

**12.1 Temporary Employees.** The Employer may hire Employees for a limited-term of employment ("Temporary Employees") for a specific period or specific work project, not to exceed a six-month duration. The Employer shall provide written notice to the Union if it intends to use Temporary Employees for a longer duration. Temporary Employees are not in the bargaining unit.

The Employer shall not use Temporary Employees with the intent of avoiding the establishment of a regular full-time bargaining unit position.

**12.2 Verite Fellowship Program.** The Employer has established a fellowship program at its Verite newsroom with the purpose of providing early-career journalists a learning opportunity to work with established journalists in the field. Employees hired under the fellowship program at Verite News (hereinafter individually referred to as "Fellow" and collectively referred to as "Fellows") shall be fixed-term employees for a period of twelve (12) months. Fellows hired under the Verite Fellowship Program are part of the bargaining unit and subject to this Agreement, except that, notwithstanding any other provision of this Agreement, their employment terminates at the scheduled end of their fellowship and such anticipated termination shall not be subject to the grievance/arbitration procedure. Fellows may be considered for vacant bargaining positions in accordance with Section 6.2.

**12.3 Fellows Career Development.** The parties acknowledge the importance of the career development of the Fellows through their fixed-term employment with the Employer. As such, the Employer shall make efforts to provide Fellows with training, including but not limited to at-writ large journalism and newsroom training, mentorship from editors, and career guidance as they transition to the next step of their career. The Employer agrees to help each Fellow in finding their next employment opportunity prior to the end of their fellowship.

**12.4 Tenure.** If a Temporary Employee or Fellow is converted to a regular Employee, they shall not be required to serve a probationary period, and such time served as a Temporary Employee or Fellow shall be included in the Employee's tenure for purposes of time-off.

### **ARTICLE XIII PAID TIME OFF**

**13.1 Paid Time Off.** All full-time Employees are eligible to earn paid time off ("PTO") on a semi-monthly basis. Employees working as a Fellow shall accrue up to ten (10) days of PTO (0.83 days per month) on a semi-monthly basis and shall be permitted to carryover up to five (5) days of accrued and unused PTO if the fellow is promoted to a permanent full-time Employee. Upon separation from the Employer, full-time Employees, including but not limited to Fellows, shall be paid for fifty percent (50%) any accrued but unused PTO that would be eligible to be rolled over to the next year, as indicated below.

**13.2 PTO Accrual.** Employees begin to accrue PTO hours immediately after being hired and accrued PTO shall be available for immediate use in accordance with the Employee Handbook. Full-time Employees will accrue PTO on semi-monthly basis with each pay period. PTO shall be capped as follows:

<b>Level of Accrual based on Seniority</b>	<b>Monthly Rate of Accrual (Hours/Days)</b>	<b>Eligible for Carry Over (Hours/Days)</b>	<b>Maximum Accrual Cap (Hours/Days)</b>
1 day to 3 years (29 days)	19.36 hours/ 2.42 days	64 hours/ 8.0 days	272 hours/34 days
4-6 years (32 days)	21.33 hours/ 2.67 days	64 hours/8.0 days	296 hours/37 days
7-9 years (35 days)	23.33 hours/ 2.92 days	64 hours/8.0 days	320 hours/ 40 days
10+ years (38 days)	25.66 hours/3.67 days	64 hours/8.0 days	344 hours/43 days

**13.3 Unauthorized Absences.** The Employer shall meet with an Employee prior to using any unused PTO for an unauthorized absence. If an unauthorized absence is credited to unused PTO, the Employer may not treat such absence as a disciplinary matter.

**13.4 Alternate PTO Day.** If an Employee is required to materially work during a scheduled PTO day, the manager shall work with the Employee to reschedule their PTO day.

**13.5 Non-PTO Days.** Time-off for jury duty, parental leave, domestic violence leave, bereavement, holiday leave, or compensatory leave, shall not be charged against the Employee's PTO but rather shall use either (i) the established leave in accordance with the Employee Handbook, and/or (ii) leave established by Article XIV of this Agreement.

## **ARTICLE XIV ADDITIONAL LEAVE TIME POLICIES**

**14.1 Holiday Leave.** Employees shall receive the following paid holiday leave days. If an Employee is required to work a holiday, they may work with their manager to take an alternative day off within a reasonable period of time.

New Year's Day  
Martin Luther King Jr. Day  
Good Friday (MS Today Only) / Mardi Gras (Verite Only)  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

**14.2 Additional Sick Leave.** An Employee who has sustained an injury or long-term illness and has depleted their PTO shall be provided up to ten (10) additional days of paid leave for their injury or illness.

**14.3 Parental Leave.** Employees may take up to three (3) months' fully paid parental leave in a twelve (12) month period during pregnancy and/or after childbirth; or within a year following the initial placement of a child seventeen (17) years of age or younger for the purposes of adoption. Intermittent or discontinuous leave will be allowed (*i.e.*, a few weeks now and rest later) but is limited to a twelve (12) month period after parental leave was first taken.

At the expiration of paid parental leave, the Employee may request a temporary modified work schedule with the Employer, which shall not be arbitrarily or capriciously denied by the Employer.

**14.4 Union Leave.** Employees may request to be released to participate in Union activities, including but not limited to Union seminars, trainings, and conferences ("Union Leave") that shall not exceed more than two consecutive weeks.

- a. An Employee on paid Union Leave shall retain their seniority. An Employee that goes on paid Union Leave shall retain their benefits (including but not limited to health care coverage).
- b. Employees will be paid for Union Leave as if they had worked for Employer during those hours. Upon receipt of an invoice from the Employer, the Union shall reimburse the Employer for Union Leave wages.
- c. Whenever practicable, the Union shall provide at least thirty (30) days' advance notice of any request for Union Leave but shall in no event provide fewer than fourteen (14) days' advance notice of any such request (limited to five (5) Employees to be absent at a time). Notwithstanding any requests associated with bargaining of this Agreement, requests for Union Leave shall not exceed ten (10) days per fiscal year per Employee and shall be granted provided

the absence of the Employee(s) does not create a conflict that cannot be reasonably accommodated.

**14.5 Extended Leave of Absence.** Employees may be granted an unpaid leave of absence up to one (1) year. Leave of absence will be considered by the Employer on a case-by-case basis and shall be granted at the Employer's sole discretion. For leaves of absence less than six (6) months duration, an Employee may retain company provided equipment. An Employee request for an extended unpaid leave of absence may be made for, but is not limited to pursue a fellowship opportunity, author a book, or a unique training opportunity. Whenever possible, Employees seeking a fellowship or training opportunity shall raise their interest with the Employer prior to entering an application and the Employer will make every effort to inform an Employee within a reasonable time whether such leave will be feasible prior to the Employee applying for the fellowship or training opportunity.

**14.6 Additional Time Off.** In accordance with the Employee Handbook as may be changed from time to time, Employees shall continue to receive additional paid time off as outlined in the Employee Handbook.

**14.7 Transition after Parental Leave.** The Employer shall continue to discuss flexibility with Employees transitioning back into the workplace after Parental Leave. The Employer shall continue to provide reasonable break times to lactating bargaining unit employees for the purposes of expressing milk. Such break times shall be determined in collaboration with the Employee and their supervisor and/or manager.

## **ARTICLE XV WAGES**

**15.1 Minimum Compensation.** No Employee shall be paid less than the following amounts for each classification:

Fellows: \$48,000, to be increased by the annual increases in Section 3  
Reporter/Photojournalists/Audience: \$60,000  
Senior Reporter/Investigative Reporter: \$69,000

**15.2 One-time Salary Adjustment.** On January 1, 2025, or upon the execution of this Agreement, whichever is later, the Employer shall provide a one-time increase of all Employee salaries as follows: Employees who currently earn less than \$61,000 gross annually shall receive an 8.5% increase in their compensation; Employees who currently earn \$61,000 or more gross annually but less than \$70,000 gross annually shall receive a 5.5% increase in their compensation; and Employees who earn \$70,000 or more gross annually shall receive a 3% increase in their compensation. If an Employee's salary rate is still below the Minimum Compensation levels stated in Section 1 of this Article, then Employee's salary shall be increased to the Minimum Compensation level.

**15.3 Annual Increases.** On January 1, 2026 or the first anniversary of this Agreement, whichever is later, Employees shall receive a base salary adjustment of 3.25%. On January 1, 2027, or the second anniversary of this Agreement, whichever is later, Employees shall receive a base salary adjustment of 3.25%.

**15.4 Merit Increases.** The Employer has the right to award merit pay increases to Employees and Employees shall continue to have the opportunity to advocate for a merit increase beyond the increases set forth in this Article.

**15.5 Minimum Terms.** The Employer may continue to offer Employees' terms and conditions of employment above those contained in this Agreement. The Employer's decision as to whether it provides terms and conditions in excess of those in this Agreement and what specifically it provides that may be in excess of those in this Agreement shall not be subject to the grievance and arbitration provisions of this Agreement.

**15.6 Longevity Bonus.** The parties recognize that an Employee's continued employment is a valuable asset to the Employer. As such, the Employer shall provide a one-time bonus, to be applied retroactively upon ratification of this Agreement, to Employees when they reach the following years of service:

After 3 years	\$300.00
After 5 years	\$500.00
After 10 years	\$1,500.00
After 15 years	\$2,000.00

## **ARTICLE XVI EMPLOYEE BENEFITS**

Bargaining unit employees shall continue to be eligible for the same Employer-provided medical, dental, vision, retirement, life insurance and disability benefits that are offered to non-bargaining unit employees, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time. For the purposes of clarity, Fellows shall continue to receive medical, dental and vision benefits, but are not eligible for retirement benefits. Notwithstanding emergent circumstances, the Employer shall make commercially reasonable efforts to avoid significantly diminishing benefits or requiring Employees to pay significantly more out of pocket for expenses during the term of this Agreement.

If there are material changes to premiums, deductions, or out of pocket maximums to benefit plans, the Employer agrees to notify the Union as soon as practicable and without delay, and shall meet with the Union upon request.

## **ARTICLE XVII PERSONNEL FILES**

**17.1 Maintenance of Files.** The Employer shall maintain personnel records, which include an Employee's application, cover letter, resume, pre-employment material and all pertinent documents concerning the Employee's employment record, compiled performance reviews and documentation of disciplinary action or changes in employment status.

**17.2 Confidentiality of Files.** The parties reaffirm their commitment to maintain confidentiality from employee records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Union agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain confidentiality of personally identifiable information, balanced against its obligation as bargaining representative to process grievances and administer this Agreement.

**17.3 Union Access to Files.** When reasonably required in the judgment of a Union representative, including both local and national representatives, to administer this Agreement or to process a grievance, and upon presentation of an employee's signed access authorization, the Employer will make available for review and furnish copies to the Union representative all, or designated, materials in an individual employee's personnel file. Absent an employee's authorization, the Union representative shall be provided with personnel file materials relevant to administering this Agreement or to processing a grievance, subject to any limitations imposed by law.

**17.4 Employee Access to Files.** An Employee will receive written notification when a formal discipline is placed in their personnel file within two (2) business days of said change, and an Employee has the right of access to their official personnel file within two (2) business days of a written request by the Employee to the Employer, unless human resource personnel are unavailable. An Employee has a right to respond in writing to any material in the employee's official personnel file, which shall be attached to the material. Upon their request, the Employee shall receive a copy of any material related to discipline or job performance put into their official personnel file.

## **ARTICLE XVIII PERFORMANCE REVIEWS**

**18.1 Semi-Annual Review.** The Employer shall meet with Employees twice a year to discuss the Employee's performance. The Employee shall receive an opportunity to meet with their direct supervisor and/or manager to have an open discussion about the review and their career development. The Employee shall have the right to submit written input on their own performance over the review period, including but not limited to feedback regarding their supervisor's and/or manager's impact on their performance. Each party shall prepare their feedback concurrently to be reviewed together during the meeting.

**18.2 Performance Improvement Plans.** An Employee shall be provided written feedback about the quality of their work when it consistently does not meet expectations, and that they may be placed on a Performance Improvement Plan (PIP). When placed on a PIP, an Employee may alternatively choose to take four (4) weeks pay in lieu of an opportunity to improve. The Employee shall maintain the right to have a union representative with them at any meetings regarding their PIP.

## **ARTICLE XIX DISCIPLINARY ACTIONS**

**19.1 Probationary Period.** All newly hired bargaining unit employees shall be subject to a probationary period for one hundred fifty (150) days, during which the Employer has the sole discretion to terminate employment. If the Employer determines that the probationary period needs to be extended, the Employer shall meet with the Employee, and their union representative, to discuss the reasons for such extension; no such extension shall be beyond thirty (30) days.

**19.2 Disciplinary Action.** Except for incidences of gross misconduct, disciplinary action shall be progressive in nature, as to allow an Employee an opportunity to rectify the Employer's concerns. The Employer may operate outside of progressive discipline for issues of gross misconduct, which may include but are not limited to plagiarism, serious breaches of journalistic ethics (as defined in Article IV), violence, harassment, theft, fraud and other financial misappropriations.

**19.3 Just Cause.** Disciplinary action may only be imposed upon any Employee for just cause. Any disciplinary action or measure imposed upon any Employee may be appealed through the grievance and arbitration procedure as outlined in Section 20.1 (and except as described in Section 8 below). If the Employer has reason to reprimand the Employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the Employee before other employees or the public.

**19.4 Procedure.** In order for a disciplinary action against an Employee to be valid, the following must occur:

- a. The Employee must be informed of the disciplinary action.
- b. A notice/record of discipline must be placed in the Employee's personnel file;
- c. The notice/record of discipline must include the reason for disciplinary action and verification that the Employee has been informed of the disciplinary action.
- d. The Employee has been offered an opportunity to provide a written response, which shall be attached to the notice/record of discipline.

Copies of such written notice/record shall be given to the Union by the Employer within one (1) working day or as soon thereafter as practicable from the date of issue.

**19.5 Suspension During Investigation.** Where the Employer reasonably believes that the Employee has engaged in (a) intentional plagiarism or fabrication or (b) gross violation of editorial ethics, an employee may be suspended without pay for no more than ten (10) days pending a prompt investigation and further disciplinary action as appropriate.

**19.6 Union Representation.** An Employee may request a union steward to be present at an investigatory meeting or interview involving potential disciplinary consequences.

**19.7 Employer's Creative and Editorial Discretion.** Notwithstanding any of the foregoing, the Employer shall have the right to discharge or otherwise discipline an Employee, if, in the Employer's sole judgment, the Employee's work product does not meet the Employer's subjective standards for editorial



judgment or creative content, editorial or creative quality, or editorial or creative output provided the following procedure has been followed in the order outlined below:

- a. The Employee and the Union have received prior written notice that the Employer is raising issues of the Employee's work product as it relates to the Employer's creative and editorial discretion under this Section;
- b. Following such notice, the Employer shall meet with the Employee and their union representative to discuss the Employer's creative and/or editorial concerns and feedback on the editorial and/or creative issues and any improvements, if any, that would address the Employer's concern. Following the meeting, the Employee shall be given at least four (4) weeks to improve;
- c. After this initial four (4) week-period, the Employer shall meet with the Employee and the union representative to give feedback on whether the Employee has improved sufficiently. If the Employer has determined that the Employee has not improved sufficiently, the Employer shall discuss with the Employee such deficiencies and how the Employee may improve; and
- d. If deficiencies still remain, the Employee will have an additional four (4) weeks to improve. Alternatively, the Employee can choose to take four (4) weeks pay in lieu of this opportunity to improve and the Employer will allow the Employee to resign in lieu of termination.

If it is determined that the Employee has sufficiently improved at any time during this procedure and no additional issues arise for a period of one-hundred and twenty (120) days, the Employer must restart this procedure for future unrelated issues.

Such decisions shall not be reviewable through the grievance and arbitration procedure, other than for the Employer to establish that the decision was made for one of these editorial or creative reasons and that such procedure, as outlined above, was properly followed. The Arbitrator shall not have the authority to modify the Employer's editorial standards. In the event the Employer intends to utilize this provision, it shall notify the Union and Employee that the issue falls under the Employer's editorial or creative discretion, in accordance with this Section, at the written notice stage of this outlined procedure.

## **ARTICLE XX GRIEVANCE AND ARBITRATION**

**20.1 Grievance Procedure.** As used in this Agreement, the term "grievance" shall mean any complaint by an Employee or the Union as to the interpretation or application of any provision of this Agreement. The Employer and the Union shall attempt to settle any such grievance as promptly as possible through the grievance procedure, which shall be as follows:

**Step One:** The Union shall reduce the grievance to writing and shall present the grievance to the Human Resources Manager or their designee, as identified to the Union by written notice, within thirty (30) calendar days of the occurrence of the date when the Union knew or should have known of the occurrence. The Human Resources Manager or their designee shall meet with the Union to discuss and attempt settlement within fourteen (14) calendar days of receipt of the written grievance. The Company shall give their written disposition within seven (7) calendar days of the meeting. If the Human Resources Manager or their designee does not meet and/or respond within fourteen (14) days, the Union may proceed directly to arbitration.

**Step Two:** In the event the grievance is not satisfactorily resolved in Step One, the Union must notify the Human Resources Manager or their designee in writing of its intent to submit the grievance to arbitration and simultaneously submit a request to the Federal Mediation and Conciliation Service (“FMCS”) for a panel of arbitrators. Such notice and request must be provided within fourteen (14) calendar days of the conclusion of Step One. The parties shall select an arbitrator in accordance with the procedures of the FMCS.

Other than issues of arbitrability, arbitration shall be the sole and exclusive procedure for resolving grievances under this Agreement, and the remedy issued by the arbitrator will be the sole and exclusive remedy.

## **20.2 Other Terms.**

- a. The parties may agree in writing to join separate grievances into one arbitration.
- b. The time limits set forth in this Article may be extended only by written agreement between the Union and the Employer. Absent such written agreement, failure to file a grievance, or failure to move a grievance to arbitration, within the time periods set for in this Article shall constitute a waiver of the grievance.
- c. The arbitrator shall have no authority to add to, subtract from, modify, amend or in any way change any provision of this Agreement in arriving at a determination of the merits of any grievance.
- d. The decision of the arbitrator shall be final and binding upon the Union and the Employer.
- e. Any fees of the Federal Mediation & Conciliation Service and the arbitrator shall be borne equally by the Union and the Employer.
- f. Union steward shall not be docked pay for reasonable time spent in handling essential grievance-related duties at the first and second steps under this Agreement. The individual grievant shall be paid on the same basis. Work interruptions shall be held to a minimum and the stewards shall not abuse this provision. Stewards shall request permission from their supervisor before spending time during normal work hours on essential grievance-related duties and shall maintain time records in the means prescribed by the Employer of all time spent off the job in essential grievance-related duties.

## **ARTICLE XXI LAYOFFS AND SEPARATIONS**

**21.1 Layoffs.** The Union and affected Employees shall be notified at least ten (10) days in advance of any reduction in force or layoff or shall receive ten (10) days’ pay in lieu of notice. Any such reduction in force or layoff shall not be due to or followed by a transfer of work to a non-union newsroom of the Employer. The Employer will meet with any impacted Employees to discuss the termination of their services. Impacted Employees may request a union representative at such meeting. Severance, as described below, shall come into effect after the ten (10) day notice period, or pay in lieu of notice.

**21.2 Interview List.** Employees who are laid off shall remain on an interview list for six (6) months. Employees on the interview list who apply for any open posted bargaining unit job for which they are minimally qualified shall receive an interview for such position.

**21.3 Severance.** Any Employee who has worked for the Employer more than six (6) months and has been removed from their position involuntarily and without cause pursuant to Article (Discipline/Discharge), shall receive a base severance pay equivalent to two (2) weeks for each year of employment, with a minimum of four (4) weeks' pay and subject to a maximum of sixteen (16) weeks' pay, in exchange for the execution of a severance and release agreement, which form document shall be reviewed and approved by the Union. If an Employee has been laid off the Employer shall also pay COBRA premiums. Employees who have worked less than a year shall receive two (2) months of COBRA services and Employees who have worked more than a year shall receive COBRA services equivalent to the period for which they receive severance pay.

## **ARTICLE XXII NO STRIKE, NO LOCKOUT**

During the term of this Agreement, neither the Union, nor any represented employees, shall engage in any strike, picketing, boycott or any other interference in the conduct of the business of the Employer for any reason whatsoever. During the term of this Agreement, the Employer shall not lock out any represented employees with respect to any operation covered by this Agreement. The Union shall take reasonable affirmative steps to assure its member comply with this provision. Notwithstanding the foregoing, Employees hereunder will perform their regular and customary duties for the Employer until one of the parties has failed to comply promptly with any final decision of an arbitrator, or resolution of any party's challenge to such decision in a court of competence jurisdiction, in accordance with the grievance procedure.

## **ARTICLE XXIII MANAGEMENT RIGHTS**

Except as modified or restricted by a specific provision of this Agreement, Employer retains sole and exclusive rights and prerogatives with respect to the management of Deep South Today, including: to determine the number of employees to be employed; to hire employees; to assign and direct their work and to determine job descriptions; to promote, transfer, layoff, and recall employees; to maintain the efficiency of operations; to determine the personnel by and facilities in which operations are conducted; to use temporary or non-bargaining unit employees to perform work or services; to reorganize, close down, subcontract, or relocate Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of Employer; to determine the number, location and operation of departments, divisions, and all other units of Employer; to issue, amend, revise, and enforce written policies, rules, regulations, and practices; to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Employer content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine the services to be rendered; the right to discipline, suspend, or discharge Employees; the right to determine, introduce, or change technology, methods of operation, processes, products, and equipment; the right to determine hours of work and establish, change, or modify working shifts and schedules; the right to require

Employees to work in any covered job classification; and to take whatever action to determine, manage, and fulfill the mission of Employer and to direct its' employees.

Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the exercise of any such right, prerogative, or function in a particular way, will not be considered a waiver of Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement.

## **ARTICLE XXIV VOLUNTARY RECOGNITION**

The parties agree that, should the Employer create new offices in additional locations in which employees conduct like work as covered by this Agreement and the Union has received authorization cards for a majority of employees who would be within the proposed bargaining unit, the Employer shall voluntarily recognize the Union as the sole representative of the forementioned employees. The parties shall negotiate the compensation, terms and conditions of employment that will apply to those employees.

## **ARTICLE XXV MISCELLANEOUS**

**25.1 Employee Handbook.** The Employer has issued an Employee Handbook dated August 2022 (the "Employee Handbook") which outlines all rules, regulations and policies. The Employer shall provide written notice to the Union of any material revisions, modifications or additions to the Employee Handbook that are not required by law. If there are any conflicts between the Employee Handbook and this Agreement, this Agreement shall be controlling.

### **25.2 Generative Artificial Intelligence.**

- a. The Employer and Union acknowledge that definitions of generative artificial intelligence ('GAI') vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney, Dall-E).
- b. The Employer shall notify the Union of the implementation any new GAI tool or similar new technology that it expects to have a direct and material impact on bargaining unit employees terms and conditions of work.
- c. The parties acknowledge that GAI tools do not adequately substitute for human judgment in the creation, distribution and promotion of journalism.

**25.3 Union Accommodations.** Employees may request use of a conference room to conduct Union business to the Employer and such request shall not be unreasonably denied. The Employer shall provide the Union with a bulletin board in a common space. The Employer acknowledges that employees may discuss Union business when on break at work.

## **ARTICLE XXVI DURATION**

**26.1 Waiver.** No waiver of any provision of this Agreement may be granted by an individual Employee. Waivers may be granted only by authorized representatives of Employer and the Union when such waiver is requested and approved respectively by the Union and the Employer.

**26.2 Duration.** This Agreement shall be in full force and effect from March 5, 2025 to and including March 4, 2028, unless extended by mutual agreement.

In witness, Deep South Today and NABET-CWA, AFL-CIO, have caused this Agreement to be duly executed on their behalf by their respective officers, duly authorized, on and as of the day and year aforesaid.

DEEP SOUTH TODAY:

Warwick Sabin

Warwick Sabin

Deep South Today President and CEO

NABET-CWA, AFL-CIO

Charlie Braico

Charlie Braico

NABET-CWA President

Bantu Opiotennione

Bantu Opiotennione

NABET-CWA Local 31 President