

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
High Country News
and
Denver Newspaper Guild-CWA Local 37074

EFFECTIVE

July 1, 2026 through January 11, 2029

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Preamble

This Agreement is made this day of July 1, 2026, between High Country News, hereinafter known as the “Employer,” and the Denver Newspaper Guild-CWA Local 37074 hereinafter known as the “Union,” for itself and on behalf of all employees of the Employer described in Article 1, Coverage. “Employees” for the purposes of this Agreement mean bargaining unit employees.

ARTICLE 1 Coverage

1.01 This Agreement currently covers all full-time and regular part-time:

Customer Success Associates, Customer Service Specialists, Charitable Gift Advisors, Staff Writers, Fundraising Associates, Associate Editors, Copy Editors, Business Operations Associates, Associate Visuals (Photo) Editors, Visuals (Photo) Editors, Features Directors, Partnership Editors, Membership Development Managers, Revenue Products Associates and Finance & Payroll Administrators employed by the Employer across the United States.

1.02 The bargaining unit excludes confidential employees, professional employees, managerial employees, guards and supervisors, as defined in the National Labor Relations Act and currently excludes Deputy Editor, Science and Climate Editors, Indigenous Affairs Editors, contractors, and temporary employees (those employed on a fixed term contract, which includes but is not limited to fellows and interns). Should the Employer create a new position it shall notify the Union a minimum of fourteen (14) calendar days prior to the beginning of interviews for the position, identifying if the Employer believes the position is included or excluded from the bargaining unit. Disputes, if any, shall be discussed by the Employer and Union in an attempt to resolve the dispute. If not resolved through such discussions, the dispute shall be resolved in the manner provided by the NLRA.

ARTICLE 2 Management Rights

2.01 Except as limited by the terms of this Agreement, the Employer reserves and retains exclusively to itself the traditional rights in the exercise of the functions of Management, including but not limited to the following rights:

1. Manage and operate all Employer facilities of any kind;
2. Direct its employees;
3. Direct, plan and control all Employer operations;
4. Determine the character, extent and location of its operations;

5. Expand, maintain, reduce or cease its operations;
6. Choose and control the equipment, processes, methods, materials and means to conduct the work, and change them as needed;
7. Establish, modify, replace or discontinue rules of conduct not inconsistent with the terms of this Agreement, which include but are not limited to discipline, performance management, attendance, illness, safety, code of conduct, payroll practices (including time entry), credit card usage, expense claims, travel requirements, cell phone and electronic device usage, drugs and alcohol, remote work, smoking, paid time off, unpaid leave, discrimination, harassment, conflict of interest, investigations, on-call, and all other work related rules, policies and procedures;
8. Determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work;
9. Develop and implement performance evaluation standards consistent with provisions of this Agreement;
10. Establish, revise, consolidate or eliminate qualifications of employees, job requirements, job descriptions, and job classifications and titles in accordance with provisions of this Agreement;
11. Establish and/or change existing methods, materials, equipment and facilities;
12. Subcontract work consistent with the provisions of this Agreement;
13. Determine the methods of business operations, the schedule of such operations (including the right to determine the hours of operation, the days the Employer will be open/closed, and the right to change those decisions) and the assignment of particular employees to particular business operations consistent with provisions of this Agreement;
14. Make financial decisions related to the Employer's budget, assets and grants, including allocation of resources, funds and grants;
15. Determine the design, marketing, advertising and pricing of said products and/or services;
16. Utilize suppliers, vendors and subcontractors (including the use of vendors, suppliers or subcontractors personnel in testing and/or working on equipment or materials supplied by the vendor, supplier or sub-contractor);
17. Select and hire, train and supervise employees;
18. Engage volunteers in accordance with the law;
19. Schedule hours of work consistent with provisions of this Agreement;
20. Require working hours, including overtime;
21. Promote, demote, transfer, reward, evaluate, suspend, discipline and discharge employees consistent with provisions of this Agreement and assign them to work;
22. Utilize the services of freelancers and independent contractors consistent with provisions of this Agreement; and
23. Recall and lay off employees consistent with provisions of this Agreement;

24. Install and maintain security systems such as cameras, or personnel deemed appropriate by the Employer for the security of employees, at the physical offices of the Employer (except for restrooms and nursing rooms) or Employer sponsored events, and the right to remove, relocate or update such equipment;
25. Employ new technologies and determine their utilization (including changing or continuing current technology) in accordance with Article 20.03.
26. Develop, implement, and manage training and professional development programs;
27. Otherwise take such measures as management may determine to be necessary for the orderly, safe, and efficient conduct of the business.

2.02 The management rights outlined above are not all-inclusive, and not set forth for purposes of limitations, but instead indicate the type of matters or rights which belong to or are inherent to management.

2.03 The Employer and the Union agree that the exercise of the Employer's rights as set out above, or not otherwise listed, cannot be interfered with by the Union, unless the Union or one of its members raises an objection based on a good-faith belief that the Employer has exercised its rights in such a way as to violate a provision of this Agreement. The proper forum for raising such an issue is the grievance procedure set forth in Article 29.

2.04 All current policies of the Employer not specifically modified by or not specifically addressed in this Agreement shall apply to bargaining unit employees on the same basis as such policies are applicable to non-bargaining unit employees of the Employer.

2.05 Such policies are each subject to the Employer's right to modify, replace, or discontinue each policy, provided that prior to implementation of a new policy or modifying an existing policy that will have a significant impact on an employee's terms and conditions of employment, the Employer shall provide fourteen (14) calendar days advance notice to the Union, where possible, and, at the Union's request, will meet to discuss/negotiate over the effects of the new policy or change to an existing policy. Regardless, the Employer may implement after the fourteen (14) calendar days, and the parties may continue to discuss/bargain until an agreement or impasse is reached.

2.06 Should there be a conflict between any policy or section of a policy, and the terms of this Agreement, the terms of this Agreement will apply.

ARTICLE 3 Jurisdiction

3.01 Bargaining unit work includes the work outlined in the job descriptions of bargaining unit positions and the kind of work normally performed by bargaining unit employees. The Union

understands that work outlined in a non-bargaining unit job description may overlap with work in a bargaining unit job description.

3.02 Supervisors and managerial employees may perform work regularly performed by bargaining unit employees, as needed.

3.03 The Employer is free to use freelancers, contractors, or temporary employees so long as such use does not result in the layoff of an employee. No supervisors, freelancers, contractors or temporary employees shall be assigned or contracted to perform a majority of the work previously performed by any bargaining unit employee who leaves employment during the term of this agreement, unless (a) the bargaining unit vacancy will be filled, and the supervisor, freelancer, contractor or temporary employee backfills the position until it is filled, but for no longer than four months unless mutually agreed upon, or (b) is utilized to cover the work of bargaining unit employees on temporary leave (example: family, medical and emergency leave, sabbatical leave, etc.)

3.04 The Employer may use content from syndicates, wire services and affiliated publications.

ARTICLE 4 Union Representation

4.01 Employees have the right to request to have a union steward or union representative be present at (i) an investigatory meeting that may lead to disciplinary action for the employee, or (ii) a meeting where discipline is being delivered to an employee. If a request for union representation is made in accordance with this Article, the meeting shall not proceed until the employee has been given a reasonable opportunity to secure representation but shall not unreasonably delay the meeting beyond four (4) hours.

ARTICLE 5 Union Membership and Dues Deduction

5.01 Upon an employee's voluntary written assignment, the Employer shall deduct from the earnings of such employee and pay to the Treasurer of the Denver Newspaper Guild not later than the tenth (10th) day of each month, for the previous months' dues, all Union membership dues, initiation fees and assessments. Such membership dues, initiation fees and assessments shall be deducted from the employee's earnings in accordance with a schedule provided to the Employer by the Union. Such schedule may be amended by the Union by notifying the Employer fourteen (14) calendar days prior to the start of any payroll week.

5.02 The Union will provide the employee with a form outlining the terms of the voluntary written assignment. The Union will administer the forms and submit them electronically to the Human Resources Department. An employee's voluntary written assignment shall remain effective subject to the terms of such assignment.

5.03 If authorization is completed electronically, alternate verification in lieu of signature shall be required.

5.04 Deductions of dues, initiation fees and assessments shall be made for the week designated for such deductions even though the employee may be on or scheduled for vacation that week or otherwise absent on paid leave, and the amount remitted in accordance with section 5.01 of this Article.

ARTICLE 6 Information

6.01 The following information shall be provided to the Union in writing, on a monthly basis and upon request from the union: name, address, telephone number, email address, preferred pronouns, date of hire, salary/wage, job title, and if separated from employment the reason thereof, for all bargaining unit members.

ARTICLE 7 Personnel File

7.01 Only one employee personnel file for each employee shall be maintained by the employer. It is understood that confidential medical information, confidential investigatory information, and any information that must not be retained in an employee's personnel file as required by law will not be included in the employee's personnel file maintained by the Employer.

7.02 Supervisors may keep notes outside of the employee's personnel file to document conversations with the employee and/or communications to the employee relating to the employee's job performance or behavior. Such notes may be offered as evidence of progressive action to support later a more formal action taken by the Employer.

7.03 Supervisors shall be responsible for notifying the employee any time the supervisor places documents in the employee's personnel file. The employee shall be allowed to place a reply to any criticism or any documents related to discipline in the employee's personnel file, within fourteen (14) calendar days after notification of the document being placed on the employee's personnel file.

7.04 If requested, the Employer shall furnish to the employee and the Union, (if the employee specifically requests that a copy go to the Union,) a copy of the employee's personnel file, within a reasonable time.

ARTICLE 8 Part-Time Employees

8.01 A part-time employee is one who is hired to regularly work less than thirty-two (32) hours in a work week but at times may work more hours in a week.

8.02 Part-time employees are covered by the terms of this Agreement which may be on a prorated basis, except where specifically stated otherwise or as mutually agreed to by the Parties.

ARTICLE 9

Seniority

9.01 Seniority shall be defined as an employee's continuous service from their most recent hire date as a regular employee, with the Employer.

9.02 In the event that two or more employees have the same seniority, a seniority draw will be utilized. A seniority draw is defined as drawing names from a hat.

9.03 Seniority shall terminate, and the employee shall be deemed terminated from employment for any of the following reasons:

1. Voluntarily resignation or retirement;
2. Laid off for a period of more than one year;
3. Failure to report for work upon recall from layoff within nine (9) calendar days after the recall offer is accepted (unless mutually agreed to otherwise);
4. Discharged by the Employer;
5. Absence from the workplace for longer than six (6) months, unless a longer period is agreed to by the Parties. The absence could be a consecutive six months or a cumulative six months;
6. Not reporting back to work on the scheduled return date, after an approved leave.

9.04 Seniority shall only be utilized in specific circumstances, which are outlined in this Agreement.

9.05 If an employee leaves the employment of the Employer and is rehired, they will not retain their prior seniority, except as required by the Employer's retirement plan.

9.06 If an employee is discharged from employment and is later reinstated, their seniority will be reinstated.

9.07 An employee will accrue seniority on paid leave. For unpaid leave, seniority will accrue except for benefit accrual purposes.

9.08 Once an employee successfully completes the probationary period, seniority will date back to their most recent hire date as a regular employee.

ARTICLE 10
Job Descriptions, Transfers and Promotions

10.01 The Employer shall provide the relevant job description to new hires at the time of hire. The Employer shall store all job descriptions in the shared Box folder, or any other similar platform the Employer may utilize in the future, so employees have access to review them.

10.02 At the time of the performance review, or as changes in job duties arise, the Employer may seek and shall receive any offered input from individual employees concerning any changes in the employee's job duties. The employee's job description must accurately reflect the employee's core job duties.

10.03 If the Employer modifies an existing job title, job description or creates a new job title within the bargaining unit, which includes material changes, it shall notify the Union of the changes at least fourteen (14) calendar days before a wage rate and other conditions of employment have been finalized. If the changes are of such material importance it is effectively a new position, the Union shall have seven (7) calendar days from learning of the changes to initiate, in writing, bargaining with the Employer over the proposed wage rate for the position.

10.04 The Employer shall have the right to temporarily transfer an employee to another position for which they are qualified, so long as such transfer doesn't require relocation (unless agreeable to the employee). There shall be no reduction in salary or impairment of benefits as a result of such transfers.

10.05 Upon request of an employee, the Employer shall provide an explanation as to why the employee was denied a promotion or transfer.

10.06 No employee shall in any way be penalized for refusing to accept a promotion.

10.07 The Employer may require a state or region of residence or place of work for candidates and employees, for specific operational reasons. Such residency requirements will be outlined in an employee's job description, and any change to a residency requirement will be subject to bargaining with the Union.

ARTICLE 11
Hours of Work and Overtime

11.01 For scheduling purposes, a full-time hourly employee is one who is regularly scheduled to work 40 hours per week. For specific operational reasons, full-time or part-time hours may be reduced by the Employer. If the Employer were to reduce the regular schedule of hours of an hourly employee going forward, they will provide fourteen (14) calendar days advanced notice to

the employee. If the employee rejects the reduction of hours, they may be laid off and shall receive severance pay as provided in Article 10, Severance Pay.

11.02 For hourly, overtime eligible (non-exempt) employees:

1. The workday shall generally consist of eight (8) hours falling within nine (9) consecutive hours. In the case of a four (4) day work week, ten (10) hours shall fall within eleven (11) consecutive hours.
2. The Employer shall compensate for overtime at the rate of time and one-half (1.5x) the employee's regular rate of pay, for hours worked over forty (40) in the work week, twelve (12) per day, or any twelve (12) consecutive hours of work.
3. Employees cannot pyramid overtime, meaning they can't be paid daily and weekly overtime for the same hours of work. All overtime must be approved in advance by the employee's supervisor, including when traveling.
4. The Employer will endeavor to evenly distribute overtime and rotate overtime for non-exempt employees so that no single employee is burdened with excessive amounts of overtime work except where operational and skill requirements do not permit.
5. For the purpose of calculating overtime, only hours actually worked are counted. Paid leave, such as holiday, vacation, sick leave, bereavement, jury duty or otherwise, does not count as hours worked, and will not be included in the calculation of overtime.
6. The Union agrees to request overtime records on all covered employees not more often than three (3) times within any calendar year but may request overtime records of a department or generally recognized sub-department or individual as often as once per month.

11.03 Non-exempt employees who work five (5) or more consecutive hours must take an unpaid thirty (30) minute meal break. If the nature of the business activity or other circumstances exist that make an uninterrupted meal break impracticable, the employee may eat their meal while working and be paid for that time. All other employees should arrange to take a 30-minute unpaid meal break at a mutually convenient time.

11.04 All employees are permitted to take a paid 10-minute rest period, for every four hours (or major fraction thereof) worked.

11.05 Salaried, overtime exempt employees shall regularly be expected to work forty (40) hours per week, but may work more or fewer hours, based on workload.

11.06 Non-exempt employees may not bank hours worked to use on future days or in future weeks. Upon mutual agreement, however, an employee and their supervisor may adjust the employee's work hours during the current work week. They must be paid overtime, when

applicable.

11.07 The intended average workweek for exempt employees is forty (40) hours per week. When an exempt employee's supervisor approves the employee to work more than forty (40) hours in a workweek, the employee's supervisor shall ensure that assigned workload in future weeks will allow the employee the opportunity to work fewer hours, resulting in the average of forty (40) hours worked, without using paid time off.

11.08 If a supervisor directs or approves an employee to work during a holiday, or approved paid time off, the employee shall be given equivalent time off. The non-exempt employee will also be paid for hours worked.

11.09 If an employee's workload routinely exceeds forty (40) hours per week, the employee, direct supervisor or Human Resources may initiate a workload review. The supervisor and Human Resources must investigate the reasons why and determine if the employee is being asked to work additional hours by the Employer, if there is an unrealistic expectation set by the Employer to meet workloads, or if the employee is struggling with their duties. If after the workload review is complete, adjustments need to be made to reduce the workload, they will be put into place within two (2) weeks of the results of the review. If requested by the employee, they may have union representation throughout the review process.

If after the workload review or any adjustments have been implemented the employee has not seen a reduction in their workload, the employee may file a grievance if the failure to reduce hours is the fault of the Employer.

11.10 Travel time for employees actually spent in transit by employees traveling to and from out-of-town assignments, including travel time on overnight assignments, shall be considered working time. Insofar as possible, the travel time shall be scheduled within the normal work day. Where the employee is permitted a choice of more than one form of transportation, the shortest time by which the assignment can be reached shall be allowed, provided it is cost effective and pre-approved by the supervisor.

Insofar as possible, the employee shall adhere to the eight (8)-hour workday. Non-exempt employees will be paid for all time worked including any overtime.

ARTICLE 12

Sick Leave

12.01 Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury or disability. All employees accrue paid sick leave; no minimum hours of work must be worked each week.

12.02 Employees may use accrued paid sick leave to be absent from work for the following reasons:

1. The employee has a mental or physical illness, injury or health condition that prevents the employee from working;
2. The employee needs a medical diagnosis, care, or treatment related to such illness, injury or condition; or needs to obtain preventive medical care (including vaccination);
3. The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; or needs to obtain preventive medical care or needs to obtain a medical diagnosis, care or treatment of any mental or physical illness, injury or health condition;
4. The employee or family member has been the victim of domestic abuse, sexual assault, or criminal harassment and needs to be absent from work to seek medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment; to obtain services from a victim services organization, to obtain mental health or other counseling, to seek relocation due to the domestic abuse, sexual assault or harassment; or to seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
5. A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work;
6. The employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after a death of a family member;
7. Due to inclement weather, power/heat/water loss, or other unexpected event, an employee must evacuate their residence, or care for a family member whose school or place of care was closed;
8. Or any other legally required reason for use of paid sick leave.

12.03 A family member, for the purposes of this Article is defined as follows:

An employee's child (including adopted and fostered children), parent, spouse, domestic partner, grandparent, grandchild, sibling, or someone with whom they have a significant personal relationship. Understanding that families take many different forms, the Employer may determine familial relationships by looking to the totality of the circumstances including (but not limited to) the employee's statement of the relationship, shared financial responsibilities, emergency contact designations, expectation of care created by the relationship, cohabitation and geographical proximity.

12.04 In the event of a declared public health emergency, as defined in the Colorado Healthy Families and Workplaces Act (HFWA), the Employer will follow HFWA as it relates to public health emergency leave.

12.05 When unable to report to work due to any of the reasons outlined above, employees must give their supervisor as much advance notice as possible before the start of their scheduled workday. A supervisor may not refuse reasonable requests for absence for legitimate reasons; however, employees should try to schedule non-urgent appointments in a manner that minimizes interruptions to their department's operations.

12.06 Documentation is not required in order to take paid sick leave, but the Employer reserves the right to request documentation to show that leave was for a qualifying reason if leave is taken for four (4) or more consecutive workdays.

12.07 Full time salaried employees who normally work forty (40) hours per week will accrue sick leave at the rate of 1-day (8 hours) per month to a maximum of ninety-six (96) hours per anniversary year. Salaried employees who normally work less than forty (40) hours per week accrue sick leave on a prorated basis based on their full-time equivalent percentage. Hourly paid employees accrue sick time at the rate of 0.04615 per eligible hour worked each paycheck. For both salaried and hourly paid employees, this equates to 1.385 hours of paid sick leave for every 30 hours worked.

12.08 Sick leave may be accumulated up to a maximum amount ("cap") of one hundred and sixty (160) hours for employees who work forty (40) hours per week. For all other employees, the maximum amount of sick leave that can be accumulated will be prorated based on their full-time equivalent percentage and outlined in their employment agreement letter. Once an employee reaches their cap, they cease accruing any additional sick leave, until they drop below the cap.

12.09 The Employer may loan paid sick leave to an employee who has not yet accrued it. The employee will be expected to execute a written authorization that would allow the Employer to deduct the amount of used but unearned time off from their final paycheck, should that be necessary. An employee can ask to take unpaid sick leave after all earned sick leave is used.

12.10 Sick leave pay shall be calculated based on the employee's regular rate of pay.

12.11 Employees must take sick leave in increments of no less than thirty (30) minutes. If an employee who normally works less than forty (40) hours per week, takes a full day of paid sick leave, they must request sick leave equivalent to the same hours they would normally work each day.

12.12 Unused sick leave pay shall not be paid out while employed or upon termination of employment. An employee who leaves the company and is rehired within six months shall have any unused sick leave reinstated up to the *HFWA* limit of forty-eight (48) hours.

12.13 Sick leave pay will not be given with respect to any day(s) when an employee would not have regularly worked (including weekends) or for absences covered by workers' compensation insurance.

12.14 Where an employee is absent due to legitimate disability and other weekly benefits are available such as workers' compensation, or state-provided compensation, the employer shall pay out accrued hours of sick-leave, at the request of the employee to make up the difference between the total regular take-home pay and other weekly benefits. Only the hours of sick-leave pay used to make up the difference shall be charged to the employee's accrued sick-leave credit.

12.15 Following an employee's prolonged absence from work or significant illness or injury, the Employer reserves the right to request that the employee attend a return-to-work meeting with human resources. If an employee asks for a Union representative to attend their return-to-work meeting, they must be given a reasonable opportunity for a representative to attend. Employees must notify human resources as well as their supervisor of their intended day of return to facilitate this meeting in advance. The Employer may request confirmation from a medical advisor that an employee is fit to return to work and will always do so in cases of a work-related injury or illness. The Employer will apply this policy fairly to all employees and with due regard to governing laws and regulations for an employee's privacy and protection including the Americans with Disabilities Act. A return-to-work meeting will be conducted in a confidential manner, and its aim is to provide support to an employee following an accident or illness. Assessment may be made for any adjustment to the working environment or hours that the employee may require temporarily or permanently. If adjustments are requested, a follow-up meeting with the employee's supervisor and the employee will be facilitated by human resources and any agreed adjustments confirmed in writing to the employee. No confidential or medical information will be shared with the employee's supervisor except by explicit permission from the employee.

12.16 The provisions in this Article 12 Sick Leave comply with *HFWA*, and the Employer complies with the requirements for *HFWA* paid leave rights with regard to employee privacy and record keeping.

12.17 The paid sick leave provisions in this Article 12 will apply to all employees in the bargaining unit, regardless of where they live and work. This includes remote workers residing outside of Colorado. If a state law regarding paid sick leave exceeds the provisions outlined above, the Employer will follow that law for those employees working out of those states.

ARTICLE 13

Vacations

13.01 The Employer provides paid vacation time to eligible employees, and employees are encouraged to take vacation during the year. Employees who work twelve (12) or more hours per

week and less than forty (40), will be eligible for paid vacation prorated based on their full-time equivalent percentage.

13.02 Salaried employees who work 40 hours per week will accrue paid vacation according to the following schedule:

Service Period	Monthly Vacation Accrual	Accrual Capped At
Up to 2 years	8 hours	12 days (96 hours)
2 to under 5 years	12 hours	18 days (144 hours)
5 years and over	13.34 hours	20 days (160 hours)

Salaried employees working less than 40 hours per week will be prorated based on their full-time equivalent percentage.

13.03 Hourly paid employees accrue vacation time per eligible hours worked:

Service Period	Hourly Vacation Accrual
Up to 2 years	0.04611 hrs per hour worked
2 to under 5 years	0.06917 hrs per hour worked
5 years and over	0.07694 hrs per hour worked

For hourly paid employees, accrued vacation will be capped on a prorated basis based on their full-time equivalent percentage

13.04 Once an employee reaches their accrual cap, they will cease accruing vacation, until they drop below the cap again.

13.05 Accrued vacation time, up to the cap determined by length of service, will be paid to an employee upon separation, regardless of the reason for the separation.

13.06 Generally, employees may not take paid vacation until they have earned or accrued the vacation time. Employees may request to “borrow” against the vacation time expected to accrue over the course of the year, up to 50% of their yearly current accrual. If permission is granted, the employee will be expected to execute a written authorization that would allow the Employer to deduct the amount of used but unearned time off from their final paycheck, should that be necessary.

13.07 Employees should submit vacation plans to their supervisor at least four (4) weeks in advance of the requested vacation date, for leaves of one week or more. Supervisors have the right to refuse vacation requests that do not give this amount of notice, or that conflict with another staff member’s existing pre-booked leave, if it will cause the department to suffer hardship with multiple absences. Any conflicts shall be referred to human resources. If a resolution is not

reached, the employee may request a meeting with union representatives and human resources. Vacation requests shall not be unreasonably denied by the Employer.

ARTICLE 14

TK Time

14.01 The Employer supports each employee with a half-day off each month to take time out for mental and emotional wellbeing.

14.02 The half-day is four (4) hours for an employee who works a regular eight (8) hour day and prorated in the same ratio for those working less than forty (40) hours a week. It is a ‘use it or lose it’ benefit – TK time cannot be accumulated. If not taken by month’s end the half day is forfeited.

14.03 Employees must seek approval from their supervisor before scheduling their half-day out of the office. A department may collectively choose to take their half-days at the same time, but if that doesn’t suit an individual employee, they can arrange to take the time on another day.

ARTICLE 15

Holidays

15.01 The recognized holidays are: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Indigenous People’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

15.02 Full-time hourly employees will receive eight (8) hours of pay at their regular hourly rate on a recognized holiday. Employees working less than forty (40) hours a week will receive a prorated amount based on their full-time equivalent percentage. Hourly employees who are required to work on a holiday will also be paid at their regular hourly rate for all approved hours worked.

15.03 If salaried employees are required to work on a holiday, they may take some other day off. Except as provided in section 15.06 below, if a holiday falls on a salaried employee’s regular day off, the employee shall be given an alternative day off by mutual arrangement with the Employer.

15.04 The Employer recognizes that individuals may wish to honor or celebrate other holidays. Employees may arrange to take an alternative holiday(s) to the ones listed, by prior arrangement with their supervisor. They must mark the day taken as a Holiday on their timesheet.

15.05 An employee’s regular day off will not be changed or shifted to avoid payment of holiday pay the employee normally would receive.

15.06 If a holiday falls on a weekend, the nearest weekday will be considered the paid day off.

ARTICLE 16

Leaves of Absence

16.01 The Employer is not currently governed by the Family Medical Leave Act, and employees are therefore not eligible for FMLA leave.

16.02 Personal Leave: Employees may be granted unpaid personal leaves of absence in the sole discretion of the Employer. The length of leave is at the sole discretion of the Employer. The Employer shall review written applications for personal leave and inform the employee of its decision within fourteen (14) calendar days of the application. The Employer may consider the business needs, among other considerations, in deciding whether to grant a personal leave of absence. Employees must use any qualifying accrued paid time, including but not limited to sick and vacation time, prior to requesting or using any unpaid personal leave of absence. The Employer will not continue to pay 401k contributions or other paid benefits such as work from home allowances, while an employee is on unpaid leave. Vacation and sick time, or any other accrued benefit will not continue to accrue during unpaid leave. Holiday, funeral, jury pay or any other paid leave will not be granted during an unpaid leave. Seniority will continue to accrue during personal leave.

16.03 Family Medical and Emergency Leave: Employees live in many different states and some participate in and have access to state family and/or medical leave provisions through their payroll deduction and Employer contributions to these state-provided benefits. Employees residing in other states may have no access to these types of benefits, and the provisions vary between states. The Employer is committed to the fair and equal treatment of all employees, regardless of where they reside and provides paid Family, Medical and Emergency (FME) Leave benefit that is designed to provide an equitable outcome of benefits for all eligible employees.

Scope of FME Leave:

Employees may apply for FME leave benefits to help them get through the following circumstances:

1. Caring for a new child during the first year after the birth, adoption, or foster care placement of that child (“Parental Leave”)
2. Caring for a family member with a serious health condition (“Caregiver Leave”)
3. Caring for their own serious health condition (“Medical Leave”)
4. Obtaining safe housing, care, and/or legal assistance in response to intimate partner violence, stalking, sexual assault, or sexual abuse (“Safe Leave”)
5. Dealing with a disaster at their place of residence that constitutes an emergency and poses a serious risk to safety and/or health (“Emergency Leave”)

Definitions of the above are provided at the end of this section.

Eligibility for FME Leave:

Employees are eligible for FME leave if they meet the following criteria:

1. The leave occurs on or after the first day of the month following 60 calendar days of employment
2. The employee is a full or part-time regular employee on an indeterminate term
3. Employees do not have to meet the minimum eligibility requirement for state-provided benefit in order to qualify for company FME leave

Benefit Amounts, Timeframe and Duration:

Eligible employees will have up to twelve (12) weeks of paid FME leave available to them at up to 100% of normal compensation provided the following criteria are met:

1. Employees eligible for and/or in receipt of state benefits must draw down the maximum allowed under their individual state plan during the up to twelve (12) weeks of leave. During the twelve (12) weeks, the employees will receive a ‘top up’ from the Employer to 100% of normal compensation. (Employees with no state benefit receive the full 100% from the Employer)
2. Employees must file for state benefits in a timely manner and the Employer reserves the right to withhold FME compensation if this is delayed unnecessarily. However, the Employer cannot prevent an employee from taking leave under a state provision for which they qualify
3. FME is designed to run concurrently with other state leaves. In exceptional circumstances, where state leave provisions extend beyond twelve (12) weeks and the employee needs to take further time out of work, the employee may continue to take this time away from work but no further payment toward normal compensation will be made by the Employer.
4. Employees may choose to use other employer paid time-off such as accrued sick leave and vacation before drawing on FME benefits, but are not required to do so
5. The maximum time allowed for paid FME leave is twelve (12) weeks in any one calendar year, measured forward from the first day of an employee’s leave. The Employer agrees to provide paid FME leave (per the terms of this Article) for the duration of the employee’s FME leave to a maximum of twelve (12) weeks
6. The employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule by mutual agreement
7. Except when dealing with an immediate emergency, employees must inform their supervisor as early as possible, and preferably no less than thirty (30) calendar days in advance, about their intention to apply for FME leave to allow their department to arrange adequate cover for absences. In dealing with an immediate emergency, employees must inform their supervisor as early as possible, or within three (3) calendar days absent extenuating circumstances
8. All scheduled time out under FME must be provided to human resources in writing, to ensure accurate record keeping, payroll computations and state filings that will be required from the Employer. It is the supervisor’s responsibility to inform human resources of an employee’s application for FME leave as soon as they are notified by the employee
9. For employees whose term of employment will end during the leave, the leave will extend only as long as the term of employment

Other Employee Responsibilities:

1. Employees must provide sufficient information for the Employer to determine if the leave may qualify for FME leave, and the anticipated timing and duration of the leave. This may include proof of filing for state benefits, certification and periodic recertification to support medical leaves including for caregiving to a family member, documentation confirming family relationship, adoption, or foster-care, and regional emergency response advisories in the case of natural disasters
2. Employees must continue to pay health-care premiums for dependents during FME leave

The Employer's Responsibilities:

1. The Employer will keep confidential all supporting documentation and evidence provided in support of FME leave, and this may be presented to human resources in a confidential manner without being shared with an employee's supervisor
2. The Employer will provide all information requested by state-leave agencies in a timely and accurate manner
3. The Employer may not interfere with, restrain, or deny the exercise of any right provided to its employees under state-benefit provisions
4. No reprisal, retaliation, or other adverse action will be taken against an employee for seeking to take, or taking, FME leave
5. The Employer will continue to provide health care benefits to eligible employees (and their dependents) during periods of FME leave, up to and including the twelve (12) weeks of paid leave. For states that allow leave beyond twelve (12) weeks, health care benefits will remain in place for up to an additional fourteen (14) weeks should the employee take further unpaid FME leave. Healthcare is not available through the Employer beyond 26 weeks of absence, unless the employee chooses to take COBRA coverage and pay the required premiums themselves
6. The Employer will inform employees in writing if leave will be designated as FME leave and the amount of benefit that will be counted toward the employee's leave entitlement. If the Employer determines that the leave is not covered under its FME policy, it will notify the employee with the reasons

Employee Rights:

1. The Employee has the right to return to work on terms that are no less advantageous to them than the terms under which they were working when the leave began
2. The employee has the right to cost of living and other Employer compensation adjustments while on leave

Other Information:

1. The Employer will continue to pay 401k contributions on the employee's salary received from the Employer during paid FME leave
2. Work-from-home allowances will not continue during paid FME leave
3. Vacation and sick time will continue to accrue during paid FME leave
4. Holiday, funeral and jury pay will not be granted during the period of FME leave

5. Seniority will continue to accrue during FME leave

“Parental Leave”: Parental leave is provided in connection with the birth, adoption or fostering of a child, including surrogacy. The FME leave benefit can be used once during the fostering and adoption of the same child. The purpose of paid parental leave is to facilitate a safe and healthy pregnancy and allow time to recover from pregnancy and birth. It also enables new parents to care for and bond with a new-born child.

The Employer also recognizes that unplanned circumstances may arise, and employees may request additional flexibility beyond FME leave.

The employee has the option to work voluntary “keeping in touch days” during the FME leave. This time would be paid as normal work time and would not count against FME leave, however adjustments may need to be made to comply with state-benefit calculations. This is intended to allow the employee to drop in, in person or virtually, on team-building or other events, such as all-staff meetings or departmental retreats, should they wish to do so.

Parental leave applies if a baby is stillborn, or is born but does not survive, should the employee wish to use it. If an employee experiences a miscarriage, they may request medical leave from human resources. The reason for their absence does not need to be disclosed to their supervisor in this circumstance, if the employee wishes for privacy.

Parents have the right to attend prenatal care. Needed time can be taken from an employee’s accrued sick leave, or, if there is no accrued sick leave available, be unpaid, but it may not be denied.

Employees have the right to request flexible working arrangements during pregnancy, such as working from home, and an adjusted schedule to allow for attendance at prenatal care. This will be agreed with their supervisor on a case-by-case basis.

“Caregiver Leave”: Leave based on a need arising to care for a family member with a serious health condition. A family member is defined as an employee’s child (including adopted and fostered children), parent, spouse, domestic partner, grandparent, grandchild, sibling, or someone with whom they have a significant personal relationship. Understanding that families take many different forms, the Employer may determine familial relationships by looking to the totality of the circumstances including (but not limited to) the employee’s statement of the relationship, shared financial responsibilities, emergency contact designations, expectation of care created by the relationship, cohabitation and geographical proximity.

“Emergency Leave”: Leave based on a need arising out of an emergency from disaster or extreme weather that poses a risk to the safety and/or health of an employee. Such events may include (but are not limited to) earthquakes, floods, hurricanes, tornadoes, tsunamis, landslides, wildfires, volcanic eruptions, extreme temperatures, house-fire, explosion and health hazards from chemical,

biological or radiologic events. The impacts of the event require immediate intervention as they affect the normal functioning of a community's infrastructure and/or the employee's living accommodation.

“Safe Leave”: Any leave needed because the covered individual or the covered individual's family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse.

“Medical” or “Caregiver” Leave: Leave provided in connection with personal or family responsibilities such as recovering from a serious illness or caring for an ailing family member. It enables employees to adequately recuperate following a medical emergency and/or fulfil family commitments surrounding medical care. The Employer recognizes that unplanned circumstances may arise, and employees may request additional flexibility beyond the FME leave.

“Serious Health Condition”: To qualify as FME leave, a health condition must be considered ‘serious’ in nature and includes an illness, injury, impairment, physical or mental, acute or chronic condition that involves inpatient care in a hospital, hospice or residential medical care facility, continuing treatment by a health care provider, or direct care from the employee. The employee does not have to disclose their own or family member's specific diagnosis or condition if they are claiming through a state-benefit scheme but must provide to the Employer a medical care provider's determination that such condition is serious.

The employee has the option to work voluntary “keeping in touch days” during FME leave. This time would be paid as normal work time and would not count against FME leave; however adjustments may need to be made by the Employer when necessary to comply with state-benefit calculations. This is intended to allow the employee to drop in, in person or virtually, on team-building or other events, such as all-staff meetings or departmental retreats, should they wish to do so.

If an employee is out using accrued sick time and realizes the medical issue will require a longer leave than their accrued sick time will allow, they may request a transition to FME leave.

Return to Work Meeting:

Following an employee's absence from work for FME leave, the Employer reserves the right to request that the employee attend a return-to-work meeting with human resources. If an employee requests a Union representative to attend their return-to-work meeting, they must be given a reasonable opportunity for a representative to attend. Employees must notify human resources as well as their supervisor of their intended day of return to facilitate this meeting in advance. The Employer may request confirmation from a medical advisor that an employee is fit to return to work and will always do so in cases of a work-related injury or illness. The Employer will apply this policy fairly to all employees and with due regard to governing laws and regulations for an employee's privacy and protection including the Americans with Disabilities Act. A return-to-

work meeting will be conducted in a confidential manner, and its aim is to provide support to an employee following an absence for FME leave. Assessment may be made for any adjustment to the working environment or hours that the employee may require temporarily or permanently. If adjustments are requested, a follow-up meeting with the employee's supervisor and the employee will be facilitated by human resources and any agreed adjustments confirmed in writing to the employee. No confidential or medical information will be shared with the employee's supervisor except by explicit permission from the employee.

Limit of FME leave:

FME leave is capped at twelve (12) weeks of paid leave in a rolling-calendar year.

16.04 Jury Duty: The Employer supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice, to allow advance planning for an employee's absence. If the employee is released from jury duty after four (4) hours or less of service, the employee must report to work for the remainder of that workday. The Employer will make up the difference in pay between state compensation and an employee's regular wages for up to ten (10) days per year, for jury duty. Jury duty pay will only be paid on days where an employee was otherwise scheduled to work. Employees may use accrued time off if required to serve more than ten (10) scheduled workdays per calendar year on jury duty. Seniority will continue to accrue during this leave.

Travel cost reimbursement by the court to the employee shall belong to the employee.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, vacation days will be used for this purpose.

16.05 Funeral Leave: Employees may receive up to three (3) days paid leave for attending the funeral or celebration of life of family members of the employee, as defined in Caregiver Leave. Employees working less than forty (40) hours a week will receive a prorated amount based on their full-time equivalent percentage.

Other types of leave may be used to extend the funeral leave, such as sick leave, personal leave, or vacation, for example if an employee needs to travel a distance to attend a funeral. Approval must be granted by the Employer for such an extension and shall not be unreasonably denied.

Funeral leave will only be paid on days where an employee was otherwise scheduled to work. No leave shall be granted while an employee is on vacation, leave of absence or otherwise not working.

If there is a legitimate concern, the Employer may require verification of the need for the leave. Upon request, the Employer shall provide the reason of their concern to the employee.

Seniority will continue to accrue during Funeral leave.

16.06 Union Leave: With at least fourteen (14) days calendar notice, an unpaid leave of absence, not to exceed one (1) week, shall be granted for union business for up to two (2) employees in each year of this Agreement. Only one employee will be granted union leave at a time, unless mutually agreed otherwise. Seniority will continue to accrue during this leave.

16.07 Military Service: The Employer supports the military obligations of its employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately inform their supervisor and notify Human Resources, who will provide details regarding the leave.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

Employees may use accrued time off for military or reserve duty, or, if preferred, the employee may take unpaid leave.

16.08 Time off for Voting: The Employer recognizes that voting is a right and privilege and encourages employees to vote in all municipal, state and federal elections. In most cases, employees will have sufficient time outside working hours to vote. If needed, employees may take time during the workday to vote, though they should make efforts to do so at a time that interferes the least with their job duties and has been agreed on with their supervisor.

16.09 Sabbatical: A sabbatical is an extended period of time away from work granted to an employee for study, travel or personal growth. An extended period of time is defined as between one and 12 months. The Employer is not obligated to provide sabbatical leave to its employees.

Requests for sabbatical leave will be considered on a case-by-case basis with the following provisions:

- All requests for sabbatical leave should be made in writing to the employee's supervisor and copied to the head of human resources at least eight (8) weeks prior to the date the employee intends to begin the sabbatical.
- Only the Executive Director has authority to grant sabbatical leave.
- Sabbatical leave will not be considered for employees with less than 12 months' service.
- Accrued leaves should be fully expended before sabbatical leave is taken.
- The amount of sabbatical leave awarded, and the percentage to be taken as paid and unpaid leave, will be decided taking the following circumstances into account:
 - length of continuous service of the employee;
 - reason for the sabbatical;
 - general performance of the employee;
 - impact on the organization and ability to cover the employee's absence for its short- or longer-term needs.

Employees who receive healthcare benefits may continue coverage on a voluntary basis for up to 24 weeks of absence from the Employer. Thereafter, coverage may only be continued through COBRA.

ARTICLE 17

Justice, Equity, Diversity and Inclusion

17.01 Except as provided for below, the Union concedes that High Country News management shall be responsible for fulfilling the commitment to the High Country News Board and community regarding justice, equity, diversity, and inclusion (“JEDI”). No bargaining unit employee shall be required to participate in or lead JEDI initiatives unless and until the Employer hires a qualified JEDI coordinator. If, as a result of this work, there are any changes to benefits, pay, or working conditions, the Employer shall notify the Union and provide an opportunity to bargain over such changes. Any JEDI policy enacted by the Employer prior to this collective bargaining agreement shall remain in place unless and until they are replaced by updated policies.

17.02 The Employer acknowledges its employment policies shall be in accordance with and as required by applicable local, state and federal laws, additionally, there shall be no dismissal or other discrimination against employees or applicants for employment because of their race, color, religion, creed, age, sex, sexual orientation, gender, gender identity, disability, veteran status, national origin or any protected or previously-protected status provided in federal, state and/or local laws. Neither shall such status affect promotion or raise consideration.

17.03 When hiring the Employer will continue to make good faith efforts to recruit candidates from a diverse pool. The Employer aims to encourage applications from individuals in groups that are traditionally underrepresented within the industry. Every hiring committee will include at least one manager who has received JEDI training. Bargaining unit employees voluntarily participating in the hiring committee shall be relieved of some of their work duties, as determined with their supervisor.

17.04 Progress toward organizational and departmental goals will be monitored and included in an annual JEDI report to the full staff and High Country News Board. The annual JEDI report will also describe any specific activities being undertaken to recruit applicants from groups traditionally underrepresented in the media. The annual JEDI report will also include the current aggregate demographics of the Employer, with available relevant demographic statistics, if self-disclosed by employees, including, but not limited to race, ethnicity, sexual orientation, gender identity, age, disability, caregiver status, and geographical location. The annual report will also list places where the Employer has posted, circulated, or otherwise disseminated job listings (e.g., websites, listservs, social media groups).

17.05 The Employer shall provide a safe outlet for every employee to communicate their pronouns if they choose to do so. The Employer shall, upon an employee’s request, ensure moving forward (where legally allowable) all employee records, email addresses and bylines use the names

and/or pronouns with which they identify. The Employer shall retroactively change the digital bylines on the Employer's website. The Employer shall also update any photographs, moving forward, including identification badges upon an employee's request, to make such change for reasons relating to gender identity.

17.06 The Employer shall provide the Union with reasonable advance notice when it changes office facilities where bargaining unit employees are located and shall make reasonable efforts to provide gender-neutral lavatories at all of its office facilities.

ARTICLE 18

Health and Safety Conditions

18.01 Employees have the right to refuse to do an assigned task if:

1. Where possible, the employee has asked the Employer to eliminate the danger, and the Employer failed to do so; and
2. The refusal to work was in "good faith," meaning the employee must genuinely believe that an imminent danger exists; and
3. A reasonable person would agree that there is a real danger of death or serious injury; and
4. There isn't enough time, due to urgency of the hazard, to get it corrected through enforcement channels, such as requesting an Occupational Safety and Health Administration ("OSHA") inspection.

18.02 The Employer has the right and obligation to prohibit an employee's actions during the course of their work that the Employer deems unsafe. If the employee proceeds with such action or a variance thereof, they will be subject to discipline up to and including discharge from employment. If the circumstances change during the assignment, compelling the employee to make an independent decision concerning the prohibited action, the Employer will take that into consideration and may not issue discipline.

18.03 An employee assigned to work involving known risk of injury, disease or death shall within a reasonable time depending on the circumstances, be provided with all protection and protective devices the employee and supervisor reasonably deem necessary for the assignment.

18.04 If an employee refuses to utilize protective personal equipment provided by the Employer, they will be subject to discipline up to and including discharge from employment. If the circumstances change during the assignment, and the employee's safety impacts the ability to wear the protective personal equipment, the Employer will take that into consideration and may not issue discipline. Section 18.04 will not apply when an employee has properly refused work in accordance with Section 18.01.

18.05 Employees assigned to work within areas of riot or civil commotion shall be reimbursed for loss or damage to personal property being used to perform duties such as a cell phone, or camera, etc. It is understood there shall be no duplication of benefits under this Article, meaning an employee seeking reimbursement under more than one policy, provision of this Agreement, or otherwise.

18.06 When the employee and supervisor reasonably deem it necessary, the Employer will provide safety services such as identity scrubbing and/or safety training.

ARTICLE 19

Expenses and Equipment

19.01 The Employer shall pay all authorized legitimate expenses incurred by the employee in the service of the Employer.

19.02 Employees expected to utilize their personal automobiles for business shall be reimbursed for all business miles at half the current IRS rate. If car rental, with associated gas expense including the cost of mileage and parking to retrieve the rental car, would be less expensive than the mileage reimbursement for utilizing a personal automobile, the employee must rent a car and shall be reimbursed for the rental expense, unless there is a reasonable timeliness or economic reason for utilizing their personal automobiles.

Each employee being reimbursed under this section shall ensure that their insurance provides the minimum automobile liability, personal injury protection and uninsured/underinsured motorist coverage as required by the state within which they reside. Upon request, the Employer shall receive in a timely manner proof of insurance coverage and shall be notified immediately by the employee if the employee becomes uninsured.

19.03 Necessary working equipment and software that the Employer determines is required for the employee to perform their duties at the Paonia office shall be provided by the Employer.

19.04 The Employer will furnish employees who work remotely with a tech stipend upon hire to purchase technical equipment that the employer determines is required to perform the employee's duties. The Employee must request the technology stipend and get approval from their manager in order to receive it beyond the initial start-up stipend provided. The stipend is paid through payroll and is subject to tax withholding.

19.05 The Employer will pay a monthly \$125 work from home allowance to supplement costs incurred for those full-time employees who work entirely from home. Employees working less than full-time hours remotely will receive a work from home allowance prorated based on their full-time equivalent percentage. The work from home allowance is paid via payroll and is subject to tax withholdings.

19.06 As part of the Employer's commitment to employee training and professional development, the Employer may support development opportunities deemed beneficial by the Executive Director or their designee, and the Employee. Professional development may include continuing education courses, trainings and conferences. Expenses eligible include but are not limited to tuition, registration and required fees, webinars, certification/licensing fees, exam fees, travel, food, transportation and lodging.

ARTICLE 20

Technology

20.01 In the event that a) new technologies, including artificial intelligence are employed by the Employer, or b) there is a substantial change to the use or methods of a current technology employed by the Employer, and either a) or b) have a significant impact on an employee's terms and conditions of employment, the Union shall be given no less than fourteen (14) calendar days' notice of intent to introduce new technology or modified technology. The parties shall immediately enter into negotiations for a mutual agreement covering procedures for the introduction of such new or modified technology. The Employer may implement after the fourteen (14) calendar-days and the parties may continue to discuss/bargain until an agreement or impasse is reached.

20.02 The Employer shall adopt an AI ethics policy after consulting with both managers and non-managers in all departments during the policy-writing process. Such policy shall ensure that there is meaningful human involvement and supervision in the use of AI, which includes the responsibility of journalists to verify AI-generated content's facts, sources and attribution. Such a policy should be a living document, updated to reflect the current state of AI technology.

Any use of AI must be approved by a supervisor and in compliance with the Society of Professional Journalists Code of Ethics. When employees use AI to generate content, that use must be appropriately disclosed to readers. AI is intended to be supplementary to the creation of journalistic content and is not a replacement of such creation. The Employer may not use artificial intelligence that would result in the layoff of bargaining unit employees. The Employer shall not knowingly allow the use of employee generated content to train/educate AI tools, without written permission of the creator.

20.03 At least fourteen (14) calendar days prior to the implementation of any AI policy affecting bargaining unit employees, the Employer shall notify the Union of the intent to promulgate such policy. Upon request from the Union, the Parties shall meet and negotiate over the effects of such policy. The Employer may implement the policy after the fourteen (14) calendar days, and the parties may continue to bargain until an agreement is reached or impasse.

20.04 Employees shall not be required to provide the Employer access to personal information stored on personal equipment used for HCN work and will not be required to install surveillance software on personal devices.

ARTICLE 21
Social Media

21.01 Employees shall not be required to communicate on social media or the equivalent, during their personal time. Employees shall not be required to have a social media presence beyond the duties outlined in their job description.

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

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

21.04 The contents of an employee's personal social media site are considered their own, and no employee shall be requested or required to disclose a password to a personal social media site, email account or other password-protected communication system.

21.05 Consistent with the parties' mutual interest in resolving workplace matters informally and at the earliest stage, employees are encouraged to bring such issues to the Employer as they arise. However, nothing in this Article may infringe on employees' rights under federal law to engage in protected and concerted activity including employees' ability to communicate on social media with coworkers and the Union regarding employees' terms and conditions of employment.

21.06 The Employer may maintain a social media policy regarding an employee's social media presence as such presence pertains to work. Proposed changes to the social media policy shall be brought to the Union fourteen (14) calendar days prior to implementation, where possible, and at the Union's request, will meet with the Union to discuss/negotiate over the effects of the changes to the policy. Regardless, the Employer may implement after the fourteen (14) calendar days' notice period, and the parties may continue to discuss/bargain until an agreement or impasse is reached.

ARTICLE 22
Partisan Political Activities

22.01 The Employer encourages its employees to become involved with the political process and will not discriminate against any employee because of identification with, or support of, any lawful political activity.

22.02 As a registered 501(c) (3) non-profit, however, the Employer cannot become involved in partisan political activities or take stands on partisan issues. The following policies apply to partisan political activities:

1. Any partisan political activity of employees must be clearly identified as being personal, and not representative of the positions taken by the Employer.
2. An employee may not identify as a High Country News representative when engaged in partisan political activity.
3. Participation in partisan political activities must occur on the employee's time, and not during the time when they are being paid to perform HCN duties.
4. Company facilities or other resources may not be used for partisan political activities.
5. No partisan political materials may be posted in the Employer's offices or shared workspaces.

22.08 Notwithstanding the above, employees shall not engage in any activity that would jeopardize the Employer's editorial mission of publishing fair, accurate, independent reporting on matters of public concern.

ARTICLE 23

Outside Activity and Media Appearances

23.01 Employees may engage in freelancing outside of working hours provided such activity does not interfere with the Employer's Conflict of Interests policy as it appears in Addendum 1. The Employer shall have a right of first refusal for content ideas brought to them by employees. Upon obtaining refusal, in writing, by the Employer, the employee shall be free to produce such content elsewhere.

23.02 Employees may choose to serve on boards and commissions, during their personal time, that would not violate the Conflict of Interests policy. The Senior Manager, at their discretion, may approve the service on such boards or commissions, during working hours, that elevate the profile of the Employer.

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

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

ARTICLE 24

Ownership of Materials

24.01 All intellectual property and copyright to photographs, articles, booklets, documents, images, original works, designs, processes, software and other proprietary information created as part of the course and scope of work for the Employer is “HCN Work” and the sole property of the Employer. The Employer retains the right to distribute HCN Work, including for promotional and social outreach purposes, in formats including but not limited to the print magazine, website and digital archive, e-newsletter, social media, platform publishing partnerships, syndication by other news outlets, and mobile device applications.

24.02 However, twelve (12) calendar months after the Employer’s first publication of work from an assignment, any unused photo, video, design work, as well as unused reporting material collected, in the forms including but not limited to notes, audio recordings, photos and videos, become jointly owned by the Employer and the creator (“the parties”). For the purposes of this article, jointly owned means, after the 12 calendar months, both parties must consent in writing to the usage of the material before it is utilized. The Employer will not be required, at any time, to pay to utilize any HCN Work.

24.03 If after twelve (12) calendar months after creation of HCN Work, the Employer has not published work from an assignment, the creator may utilize any photo, video, design work, reporting material collected, in the forms including but not limited to notes, audio recordings, photos and videos, outside the scope and course of work at HCN, after receiving written consent from their supervisor or appropriate designee.

24.04 If the creator desires to use any HCN Work published by the Employer outside the scope and course of work at the Employer, they must receive written consent from their supervisor or appropriate designee.

24.05 Such utilization of HCN Work must not interfere with the Employer’s Conflict of Interests policy, as it appears in Addendum 1.

24.06 When written consent is sought in accordance with this Article, it will not be unreasonably denied.

24.07 Licensing, derivatives, and secondary uses of HCN Work, either by the Employer, the creator (with the approval of the Employer), or a third party authorized by the Employer must not conflict with the Society of Professional Journalists Code of Ethics.

24.08 The Employer will not share photographs or videos or personal details of an employee outside the organization, without the employee’s express consent, except where the Employer, through the scope and course of employment shares such employee information with outside agencies, including but not limited to government agencies, health care plans, 401k providers, etc.

24.09 Any article, photo, video or design work produced prior to, or outside of HCN employment but used by the Employer (with supervisor approval) are paid for at the regular freelance rates as a bonus through payroll. Employees represent and warrant that any article, photo, video or design work submitted in accordance with this Article is an original work by the employee, that the employee has sole ownership of the article, photo, video or design work and that it was taken outside the scope and course of work for the Employer.

ARTICLE 25

Privilege Against Disclosure and Authentication

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

25.02 Following such notification, the Employer’s legal counsel shall be consulted by the Employer, on behalf of both the Employer and employee. The employee must provide the Information, full disclosure of all facts and any other relevant information to the Employer, who will also provide such disclosure to legal counsel retained by the Employer to represent the Employer and/or the employee. The Information (or a part thereof) may only be released by the Employer if, after consulting legal counsel, the Employer is advised that they are legally required to make such disclosure. While the Employer may release the information (or a part thereof) to the demanding party the employee retains the right to refuse to personally release the Information (or a part thereof) to the demanding party. In which case, the employee shall be responsible for retaining their own counsel at the employee’s expense.

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

1. The Employer shall move to join as a party to such proceedings if it is not already named;
2. The Employer shall cover all reasonable expenses incurred by the employee that have been mutually agreed upon in advance. Such reasonable expenses do not include an employee engaging their own attorney;
3. Provided the employee is not liable for any wrong-doing, the employee shall not suffer any loss of pay or other benefits and shall be indemnified against any court-assessed penalties.

ARTICLE 26
Labor Management Committee

26.01 The purpose of the Labor Management Committee (LMC) is to promote communication and problem solving, to avoid misunderstandings and to resolve issues as quickly as they arise. The LMC is to discuss the working conditions of the employees and any concerns that have arisen between the parties.

26.02 The LMC cannot change the language of the collective bargaining agreement. The committee is not a disciplinary committee nor is it a policy making committee. The LMC is not a grievance committee. While a grievance may be discussed and resolved at an LMC, all time limits for processing a grievance must still be adhered to by the parties. For clarity, the LMC is not a substitute for the grievance procedure. If an employee(s) or the union is pursuing a grievance it must be processed through the grievance procedure, in accordance with the mandatory timeframes.

26.03 Details of LMC discussions shall be confidential except discussions may be reported to bargaining unit members and to management but shall not be disclosed to outside sources (not including government agencies or an arbitrator).

26.04 The LMC shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer, unless the parties agree otherwise. The representative shall be designated at the time of scheduling each meeting and may differ each time a meeting is called.

26.05 The LMC shall meet once a month, if needed, but may be convened upon reasonable notice to resolve a problem which may require an immediate resolution. Both parties agree to make themselves available in a reasonable manner.

26.06 The Chair of the LMC shall rotate between a representative of the regular unit and the Employer yearly. The Chair will be responsible for scheduling, applicable minutes, and the agenda for the meetings.

26.07 This work will be conducted during regular business hours, and the designated employees' schedules will be adjusted to accommodate for those meetings

ARTICLE 27
No Strike – No Lockout

27.01 There shall be no lockouts by the Employer during the term of this Agreement.

27.02 There shall be no strikes, or stoppage of work, pickets, slowdowns, walkouts, sick outs, withholding of services, sit downs, boycotts, or sympathy strikes by the Union or any employee in the bargaining unit, during the term of this Agreement.

27.03 The Union agrees that in the event an employee(s) engages in, facilitates, supports, causes or takes any part in any of the actions prohibited by this Article 27, the Union will immediately, upon notification from the Employer or otherwise, notify all employees in writing, copied to the Employer, that such action is prohibited under the Agreement and those participating in this action are directed to cease such action immediately and return to work and/or to the expected service levels.

27.04 Any employee who engages in the conduct prohibited by this Article 27 will be subject to discipline up to and including discharge of employment.

ARTICLE 28

Discipline and Discharge

28.01 Except as provided in section 28.03 below, no employee shall be subject to discipline or discharge except for just cause.

28.02 While the Employer will generally follow progressive discipline, where appropriate, any disciplinary step may be skipped and more severe discipline, up to and including discharge from employment, may be imposed depending upon the failure of performance, or seriousness or frequency of the infraction. Discipline, when utilized, will generally be in the following order:

1. Verbal warning (written documentation of warning included in personnel file, with notation of previous conversations as applicable);
2. Written warning;
3. Suspension without pay and/or Last Chance Agreement (LCA); and
4. Discharge

28.03 Personal Improvement Plans (PIPs) may be used prior to or in conjunction with any of the progressive disciplinary steps listed in Section 28.02.

28.04 New employees shall be on probation for a period of one hundred and eighty (180) calendar days and within this period may be disciplined or discharged at the Employer's discretion and without recourse to the grievance and arbitration procedure.

ARTICLE 29

Grievance Procedure

29.01 A grievance is defined as a claim or dispute with the Employer by the Union involving an alleged violation of the terms of this Agreement.

29.02 Grievances shall be resolved through the following procedure:

1. Step One- Informal Stage

Before filing a formal grievance, the Union and/or the employee shall attempt to resolve the issue through informal discussions with management, within twenty-one (21) calendar days from the event which the grievance is based upon.

2. Step Two- Grievance

If the dispute is not resolved at Step 1, the employee and/or Union has fourteen (14) calendar days from the conclusion of the informal discussion with management, to submit the grievance, in writing, to the Human Resources Department. A grievance meeting between the Employer's designated representatives and the representatives of the Union and/or employee, will be held within fourteen (14) calendar days of the submission of the grievance. The Employer must respond to the grievance in writing, within fourteen (14) calendar days of the grievance meeting.

The written grievance must explain the dispute, including the date of the occurrence and the names of those involved, including the grievant(s), if any, identify the specific provision(s) of the Agreement allegedly violated and how it was violated and the specific remedy sought.

3. Step Three- Mediation or Arbitration

- i. If the dispute is not resolved at Step 2, the Union has fourteen (14) calendar days to request mediation by notifying the Executive Director, copied to the head of Human Resources, in writing. The Employer has seven (7) calendar days from receipt of the request to respond with agreement or rejection.
- ii. If the dispute is not resolved at Step 2, the Union has the greater of thirty (30) calendar days from the date of the Step 2 response or seven (7) calendar days from the Employer's rejection of a mediation request to submit the grievance to arbitration by notifying the Executive Director, copied to the head of Human Resources, in writing.

Mediation:

- i. If the parties mutually agree to mediate the issue, the Union shall request a mediator from the Federal Mediation & Conciliation Service (FMCS) to mediate within fourteen (14) calendar days of notification from the Employer of their agreement to mediate.
- ii. Mediation proceedings shall be informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson(s) to the extent possible, and not through the examination of witnesses. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

- iii. The mediator will attempt to facilitate a resolution to the grievance. The mediator is free to use all techniques associated with mediation, including private conferences with only one party, select individuals, etc.
- iv. If settlement is not achievable, the Union can refer the matter to arbitration, by notifying the Employer within fourteen (14) calendar days from the last date of mediation.
- v. Each party shall bear its own expenses of preparing and presenting its own case at mediation. The expense of such mediation shall be borne equally by the Employer and the Union.

Arbitration:

- i. If the parties cannot agree on an Arbitrator, then the Union shall request a panel of seven arbitrators from the FMCS, within fourteen (14) calendar days of notification to the Employer of the Union's intent to arbitrate. The request must include the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. The parties shall alternately strike names from the list until one Arbitrator remains and is therefore selected. A flip of a coin will determine who strikes first.
- ii. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of the Arbitrator, and any expense of such arbitration shall be borne equally by the Employer and the Union. Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the cost for the transcription. If the other party, or the arbitrator, requests a copy of the transcript, the total cost for the transcription shall be borne equally by the Employer and the Union.
- iii. The Arbitrator is bound strictly by the provisions of the Agreement and shall limit their decision to the application and interpretation of the four corners of this Agreement. The Arbitrator shall have no power to add to, subtract from, nullify, ignore, or modify the provisions of this Agreement in arriving at a decision on the grievance. The Arbitrator shall have no power to establish wage rates or scales or to change any existing wage rate or scale.

The Arbitrator can only hear the initial grievance and cannot render a decision on any issue not contained in the original grievance, unless the parties agree otherwise. The parties have the right to ask the Arbitrator to require witnesses and/or production of documents. The decision of the Arbitrator shall be based solely on the evidence and arguments presented to the Arbitrator by the parties.

The parties can mutually agree, in writing, to explicitly authorize the Arbitrator to decide on any unfair labor practice issues under the National Labor Relations Act, including claims regarding protected concerted activity.

- iv. The award of the Arbitrator shall be in writing, and shall be final, conclusive, and binding on the Employer, the Union, the grievant(s), and the employees(s) involved.

29.03 At any time during the procedures outlined in this Article, the Employer and the Union may hold settlement discussions in an attempt to resolve the grievance. If the parties resolve the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each party. Both the Employer and the Union must follow the specified time limits in the grievance procedure, regardless of any settlement discussions, unless they have mutually agreed in writing, to extend those time limits.

29.04 The specified time limits in this Article are mandatory. If a complaint, grievance or referral to mediation or arbitration is not submitted within the specified time limits, it shall be deemed closed. For example, if an employee and/or the Union fails to submit a complaint, fails to submit a grievance or fails to refer the grievance to mediation or arbitration, within the specified time limits, the matter can no longer be grieved, mediated, or arbitrated.

If a grievance is not responded to by the Employer within the specified time limits, it will automatically advance to the next step of the grievance procedure.

While the time limits contained in this Article are mandatory, the parties may mutually agree, in writing, to extend a time limitation.

29.05 Verbal or written warnings or suspensions of one (1) or two (2) days may be grieved but shall not be subject to arbitration.

29.06 An Attorney(s) for either the Union or the Employer will not attend Step 1 or Step 2 meetings.

ARTICLE 30

Layoffs

30.01 Layoffs to reduce the workforce shall be made in inverse seniority order within a job title so long as the senior employee is qualified and able to perform the remaining work. Except by mutual agreement between the Employer and Union, the remaining employee(s) will be paid their regular rate of pay.

30.02 The Employer shall notify the Unit Chair of any such projected layoffs, specifying the job title and number of employees involved.

The Employer, in its sole discretion, may accept volunteers to be laid off in place of those scheduled to be laid off. Each volunteer accepted shall reduce the number of layoffs proportionately.

30.03 Employees who are laid off to reduce the workforce will be paid severance as provided in Article 31, Severance Pay and shall be placed on a rehire list for one (1) year after layoff based on the order in which they were laid off and will be rehired on the same basis in the old job title if and when a vacancy occurs. The most senior employee within a job title who was laid off will be the first eligible for rehire. Employees on the rehire list, when notified of vacancy availability, must accept or reject this offer within five (5) calendar days from the notification by phone or email, unless extended by mutual agreement. If the recall is accepted, the employee must report to work within nine (9) calendar days after the recall offer is accepted. Notification of recall will occur by phone and email to the most current phone number and email address provided by the employee. A voicemail will also suffice as notification.

30.04 A copy of the rehire list shall be provided to the Union upon request.

30.05 If an employee refuses a recall or fails to respond or report to work within the agreed timeframes in section 30.03, they will be removed from the rehire list and forfeit any rehire rights.

30.06 It is the responsibility of an employee who is on the rehire list to keep the human resources department up to date on the employee's current phone number and email address.

ARTICLE 31 Severance Pay

31.01 Upon layoff, an employee shall receive severance, in the form of a lump sum payment, equal to one (1) week's pay for each completed year of service from the most recent hire date to a maximum of eight (8) weeks, subject to signing a waiver and release that has been agreed upon between the Union and the Employer. Severance pay is to be computed at the employee's current weekly rate of pay and will be paid through payroll and is subject to any withholdings and deductions. Employees working less than forty (40) hours a week will receive a prorated amount based on their full-time equivalent percentage.

31.02 In addition to the lump sum payment, the Employer shall provide laid off employees, who were active on the employer's health plan at time of layoff, with funds equivalent to the cost of one (1) month of the employee health insurance premium, that will be paid through payroll and is subject to any withholdings and deductions, which the employees may use to purchase COBRA.

ARTICLE 32 Health Plan and Other Benefits

32.01 Purpose and Commitment

The Employer is committed to promoting the health and wellbeing of its employees. The Employer and Union will work together on selecting health insurance coverage, with the aim of ensuring health plans meet the evolving needs of staff, while being affordable and sustainable.

32.02 Selection of Health Insurance Coverage

1. The Employer will seek feedback from employees on healthcare and other benefits throughout the year. Survey results will be shared in an aggregate format with all employees.
2. The Union will select two (2) employees as designated representatives who will be invited to meet with the Employer to review existing healthcare plans, and who will also be invited to meetings throughout the year with insurance brokers, agents, and other external parties where alternative options to current healthcare provisions are being considered. This work will be conducted during regular business hours, and the designated employees' schedules will be adjusted to accommodate for those meetings. These designated representatives act in an advisory capacity only, except during benefit renewal negotiations, as provided in #4 below, on behalf of the Union. The intent is to involve designated representatives of the Union early in the process, so at benefit renewal time, the Union is already informed on the work done to date.
3. Designated representatives will not be privy to any individual employee's confidential health information. If, in the course of their duties they are exposed to such information, they must keep that information strictly confidential. The designated representative will be subject to discipline up to and including termination of employment if they share that confidential information.
4. Changes to future benefit plans, coverage, scope, premium share, eligibility or otherwise, will be subject to bargaining with the Union. Both parties commit to making themselves available during benefit renewal time, at times on short notice, due to the deadlines imposed by expiring plans, budgetary needs or other time-sensitive changes. The parties will continue to bargain until an agreement or impasse is reached. If no agreement is reached by the date the decision is due to healthcare providers the Employer will implement its last best final proposal provided to the Union in bargaining.
5. Mid-Year Benefit Changes: If both parties consent, changes to existing benefits can be negotiated during the plan year (i.e. mid-year benefit changes). No changes will be made, unless both parties mutually agree to the change, and it is reduced to writing and signed.

32.03 Eligibility for Benefits

Employees who regularly work thirty (30) or more hours per week shall have the option of coverage under the Employer's healthcare plans. Employees become eligible to participate in the plans effective the first of the month following sixty (60) calendar days of employment.

ARTICLE 33
Defined Contribution Plan (401(k))

33.01 Bargaining unit employees, if eligible as provided in the plan document, shall be offered a 401(k) plan. The Employer will educate new hires on the 401(k) plan as part of the onboarding process. The Employer shall provide a matching contribution equal to 50% of employee salary deferrals that do not exceed 3% of employee compensation. The Employer will provide a nonelective contribution equal to 3% of employee compensation.

ARTICLE 34
General Wage Provisions

34.01 There shall be no reduction in wages or salaries during the life of this agreement, unless mutually agreed upon by the Union and Employer.

34.02 The Employer may change pay dates with advanced notice to the employees and the Union. Hourly employees shall not be paid any less frequently than bi-weekly.

ARTICLE 35
Wages

35.01 Effective the first day of the first pay period following ratification of the Agreement, bargaining unit employees will receive a four and a half percent (4.5%) pay increase from their current rate of pay that will be subject to any withholdings or deductions.

35.02 On January 11, 2027, the parties agree to re-open Article 35.01, to start negotiating over a pay increase, where if agreement is reached, the pay adjustment would go into effect April 1, 2027. If agreement is not reached by that time, it will go into effect the first day of the first pay period following the agreement.

35.03 On January 11, 2028, the parties agree to re-open Article 35.01, to start negotiating over a pay increase, where if agreement is reached, the pay adjustment would go into effect April 1, 2028. If agreement is not reached by that time, it will go into effect the first day of the first pay period following the agreement.

35.04 During the wage re-opener negotiations in 2027 and 2028, only Article 35.01 will be re-opened and all other provisions of the Agreement shall remain in full force and effect.

35.05 If the Employer decides to engage in a compensation study during the life of this Agreement, they must notify the Union, who will designate two employees as representatives of the Union. These designated representatives will be invited to meet with the Employer to provide input on the scope of the study, type of workplaces included, and the selection of third-party professional advisors. This work will be conducted during regular business hours, and the designated representative's schedules will be adjusted to accommodate for those meetings. In the

development of their proposals for the negotiations described in 35.02 and 35.03, neither party is bound by the results of the compensation study.

ARTICLE 36
Savings Clause

36.01 Should any Article, section or portion(s) of this Agreement be rendered invalid or held unlawful by existing or subsequently enacted legislation or any court of a competent jurisdiction or by reason of any rule or regulation or order of any pre-existing agency, such decision shall only invalidate the specific language at issue, and the remaining parts or portions of the Agreement shall remain in full force and effect. When either party becomes aware of the invalidation, the parties agree to commence negotiations for substitute language.

ARTICLE 37
Duration and Renewal

37.01 This Agreement shall be in effect on the first day of the first pay period following ratification, July 1, 2026, and shall remain in full force and effect until 12:00 am (MST) on January 11th, 2029, and from year to year thereafter unless terminated or opened pursuant to the following conditions:

1. This Agreement shall be subject to amendment at any time, by mutual consent of the parties. Any amendment agreed upon shall be reduced to writing and signed by the parties.
2. If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) calendar days, nor more than ninety (90) calendar days prior to the expiration date of the Agreement, give written notice to the other party of intention to terminate and by such action, the Agreement shall, for all purposes, terminate as of the expiration date of the Agreement. Such notice shall be delivered to either party no later than 5:00 p.m. MST on the 60th calendar day.
3. If either party elects to change any provisions of the Agreement, such party shall, on a date not less than sixty (60) calendar days, nor more than ninety (90) calendar days prior to the expiration of the Agreement, give written notice to the other party. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Such notice shall be delivered to either party no later than 5:00 p.m. MST on the 60th calendar day.
4. The terms and conditions of this Agreement shall remain in effect during such negotiations.

37.02 If the Employer decides for any reason that it will cease operations, it shall notify the Union at least thirty (30) calendar days prior to the effective date of such closure.

37.03 This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee. The Employer agrees that all obligations of this Agreement shall become a condition of any sale, transfer, lease or assignment. A copy of such written notice shall be furnished to the Union not less than fourteen (14) calendar days prior to the effective date of sale, transfer, lease or assignment.

ACCEPTED AND AGREED

FOR THE UNION:

Signed by:
Anna V. Smith 7/1/2026
970BC32EF357448...

Signed by:
[Signature] 7/1/2026
24A344B78F0146F...

Signed by:
[Signature] 6/30/2026
3344271C67B5491...

Signed by:
McKenna Stagner 6/30/2026
5FE4B85E59DA482...

Signed by:
Tamara Howe 6/30/2026
71AA92EF1934499...

Signed by:
[Signature] 6/30/2026
584F91F4A1CE4DC...

Signed by:
Isabel Ories 6/30/2026
E01B40D3A2884F9...

FOR THE EMPLOYER:

DocuSigned by:
Greg Hanscom 6/30/2026
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DocuSigned by:
Erica Howard 7/1/2026
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ADDENDUM A
HIGH COUNTRY NEWS
CONFLICTS OF INTEREST POLICY

High Country News expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding outside activities or relationships that could adversely influence their decisions or actions on the job.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Employer recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the company.

If a situation arises in which there is a potential conflict of interest, the employee should discuss this with their senior manager for advice and guidance on how to proceed. If the situation remains unresolved, discuss the matter with the Executive Director, who will make the final determination. The Employer reserves the right to seek independent guidance from its appointed legal advisors before making a final determination. A note of the determination should be placed in the employee's personnel file.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. The list below suggests some of the types of activities that indicate a conflict of interest through improper behavior, unacceptable personal integrity, or unacceptable ethics:

- Simultaneous employment by another firm that is a competitor of or supplier to the Employer
- Being self-employed in an occupation that competes with the Employer
- Using paid time-off or paid sick-leave benefits from the Employer for purposes related to an outside job
- Conflicts with a second job that result in not meeting performance expectations or attendance requirements for the Employer
- Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest
- Holding a substantial interest in, or participating in the management of, a firm to which the organization makes sales or from which it makes purchases
- Borrowing money from individuals or firms, other than recognized loan institutions, with which the Employer has a close business or donor relationship
- Accepting substantial gifts, favors, benefits or excessive entertainment from an outside organization, agency or individual donor/supporter of the Employer

- Using the Employer's materials, equipment, supplies, services, or property in relation to an outside job
- Participating in civic or professional organization activities in a manner that divulges confidential company information
- Misusing privileged information or revealing confidential data to outsiders
- Using one's position in the company or knowledge of its affairs for personal gains
- Serving as a Board Member or Director of a competing organization
- Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business

In making decisions, all employees must exercise independent judgment for the best interest of the Employer. Employees must not engage in any activities or relationships, including personal investments, which might directly or indirectly result in a conflict of interest, or impair their independence of judgment.

The Employer may require employees by separate contract to refrain from such activities during the term of their employment with the Employer.

If an employee is asked to consult or to speak as a representative of High Country News, the employee must obtain prior approval from their Senior Manager. This includes, but is not limited to, speaking engagements, academic appointments, written work, and attendance at events.