

# **AGREEMENT**

*Between*

**Foreign Policy**

*and*

**Washington-Baltimore News Guild,  
Local No. 32035**

**October 18, 2017- October 18, 2019**

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## **PREAMBLE**

AGREEMENT made this 18th day of October 2017, by and between Foreign Policy, hereinafter referred to as the Company or FP, and the Washington-Baltimore News Guild, Local 32035, a local chartered by The News Guild-CWA, AFL-CIO, hereinafter referred to as the Guild, acting for and on behalf of itself and all Guild bargaining unit employees of FP.

WITNESSETH: In consideration of the mutual covenants set forth in this Agreement, FP and the Guild agree as follows:

## **ARTICLE I - BARGAINING UNIT**

1. Bargaining Unit: The bargaining unit covered by this Agreement consists of all full-time and regularly employed part-time news and editorial department employees, both print and web, including social engagement editors, story editors, deputy copy editor, associate editors, assistant editors, production editors, UI Designer/Developer, interactives and editorial feature designers, senior staff writers, senior reporters, and staff writers.
2. Unit Exclusions:
  - a. The bargaining unit excludes all other employees of FP, including but not limited to the Copy Chief; senior editors with supervisory or managerial authority; fellows, student assistants and interns; employees based outside the U.S. (including the Asia Editor, Europe Editor, Africa Editor, and Middle East Editor); any temporary employees as defined in the paragraph below; contractors; and any employees of another employer, including any parents or affiliates of FP.
  - b. The bargaining unit also excludes employees who are exempt from union representation under the National Labor Relations Act as managerial, supervisory, professional or confidential.
3. Temporary Employees
  - a. A "temporary employee" is defined as an employee whom FP hires directly as a temporary employee or retains as a temporary contractor through a staffing agency.
  - b. FP may use temporary employees to cover for employees who are on leave or temporarily filling other positions, to assist with temporary projects, or to cover any other temporary staffing needs.

FP may employ temporary employees for up to nine (9) months, or for the duration of the leave coverage or temporary project, whichever is longer.

- c. Temporary employees on FP's payroll for less than nine (9) months, or for the duration of the leave coverage or temporary project if longer, are not covered under the terms of this Agreement and are not eligible for benefits provided in the Agreement. Temporary contractors hired through a staffing agency shall not be considered or deemed employees for purposes of this Agreement, are not covered under its terms, and are not eligible for FP benefits.
  - d. Employment Date.
    - i. A temporary employee on FP's payroll who becomes a regular FP employee in the same position within two (2) weeks of the end of his or her temporary employment shall have as his or her date of employment the date that FP hired the employee as a temporary employee solely for the purpose of the probationary period described in paragraph 1 of Article VI. FP will not impose an involuntary break in service of more than two (2) weeks for the purpose of requiring the employee to restart the probationary period.
    - ii. The date of employment for a temporary staffing agency employee whom FP hires as a regular employee is the employee's date of hire as an FP employee for all purposes under this Agreement.
4. Part-time Employees. A part-time employee is an employee who is not hired on a full-time basis and who works, on average, less than forty (40) hours per week; part-time employees are included in the unit and covered by this Agreement if they are hired to work at least sixteen (16) hours a week or if they actually work, on average, sixteen (16) hours a week over a six (6)-month look-back measurement period (i.e., January through June, or July through December) that includes at least sixteen (16) weeks of continuous employment.
5. New Excluded Positions. FP has the right to create new managerial, supervisory or confidential positions that are excluded from the bargaining unit and to reclassify unit positions as excluded on the basis of new or changed duties that make the position managerial, supervisory or confidential. Disputes over the non-unit status of such new or altered positions shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE II – MANAGEMENT AND EDITORIAL RIGHTS**

1. Management Rights. Except as limited by a specific term of this Agreement, FP 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: to manage and operate FP's business, publications, finances, and facilities; to direct, plan and control all FP operations; to direct its employees; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to determine the qualifications and responsibilities of employees; to develop and implement performance evaluation and merit pay programs; to establish and/or change existing operational methods, technologies, materials, equipment, and facilities; to set performance standards, goals or objectives for employees; to select and hire employees; to determine and evaluate the competency of employees; to set schedules and determine shifts and hours of work; to promote and transfer employees; to demote, suspend, discipline and discharge employees for just cause; to subcontract work as provided in this Agreement; to lay off employees as provided in this Agreement; to restructure and reorganize its operations; to change, relocate or close facilities; and to exercise sole discretion on all decisions involving the scope and direction of the business and all content or editorial matters. This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the non-exercise of any management rights constitute a waiver of FP's rights.
2. Editorial Rights. Except as limited by a specific term of this Agreement, FP retains sole discretion in the area of editorial judgment and content creation, acquisition and publication, including but not limited to the following rights: to determine what content to create, publish, or otherwise disseminate in print, digitally or otherwise; to determine what platforms to use for publication or dissemination of content; to determine how and when to publish or disseminate content; to determine whether to add, modify or cease any publications, channels or other products; to determine whether and when to participate in formal or informal partnerships with outside content providers; to assign stories, features or other work to employees or reporting teams; to contract for or otherwise secure content from other sources or content providers, including freelancers or employees of another employer; to introduce and adopt new methods of content creation, submission or publication; to introduce new technology and modify or eliminate technology; to establish, modify and enforce conflict of interest standards and editorial guidelines; and to exercise sole discretion on all decisions involving editorial or content matters. This enumeration of editorial rights is not exhaustive and does

not exclude other rights not specified herein, nor shall the non-exercise of any such rights constitute a waiver of FP's rights.

3. Company Policies. Bargaining unit employees are subject to the policies that apply generally to all FP employees, including policies prohibiting discrimination and harassment, and other workplace policies generally applicable to FP employees. FP has the right to establish new policies, work rules, and standards of conduct, and modify or rescind existing policies, work rules, and standards of conduct. FP will provide the Guild with at least thirty (30) calendar days' written notice of any new policy, or material change to any existing policy, materially affecting bargaining unit employees. For policies other than those covered in Article VII, FP will, upon request, bargain in good faith with the Guild during the thirty (30) calendar day notice period; if FP and the Guild are unable to reach an agreement on the new policy or changed policy by the end of the thirty (30) calendar day notice period, FP has the right to implement its final proposal without further bargaining or arbitration with the Guild.
4. FP's exercise of the rights set forth in this Article shall not be subject to arbitration or mid-term bargaining under this Agreement, except as provided in paragraph 3 above or if FP's actions violate another specific provision of this Agreement.
5. The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

### **ARTICLE III – UNION MEMBERSHIP AND DUES CHECKOFF**

1. Every current Employee as well as new hires shall have the option of joining the Guild. Membership in the Guild shall not be a condition of employment. However, if an Employee joins the Guild, as a condition of continued employment, the Employee must be in good standing with the Guild for the duration of the contract. An Employee may terminate his or her membership in the Guild and be discharged of any future financial duty by giving notice to the Guild and FP (by email or other written notice) to be effective on or after the expiration of this Agreement.
2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of the NewsGuild-CWA and the by-laws of the Washington Baltimore News Guild.
3. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by the Agreement.

4. Foreign Policy shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards, deduct from the paycheck of each employee and pay to the Guild not later than the thirtieth (30<sup>th</sup>) day of the following month membership dues and initiation fees. Such amount shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished in writing to Foreign Policy by the Guild. Such schedule may be amended in writing by the Guild at any time. An employee's voluntary written check-off authorization shall remain effective in accordance with the terms of such authorization.
5. FP will make deductions from an employee's wages in accordance with the employee's authorization and dues schedules certified by the Guild. However, FP assumes no responsibility either to the employee or the Guild in the event that, through inadvertence or error, it fails to make such deductions in any instance. The Guild agrees to indemnify FP for any claims made in connection with dues collected consistent with the Guild's certification or in connection with dues-related information provided by the Guild to unit employees.
6. Check-Off Authorization Form: The parties agree that the check-off authorizations shall be in the following form:

ASSIGNMENT AND AUTHORIZATION  
TO DEDUCT GUILD MEMBERSHIP DUES

To: Foreign Policy

I hereby assign to the Washington-Baltimore News Guild, Local 32035 The NewsGuild-CWA, and authorize Foreign Policy to deduct twice monthly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees and dues as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request FP to remit the amount deducted to the Guild not later than the 30th day of each month.

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



days prior to the expiration of each period of one year, or of each applicable contract between FP and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which FP receives it.

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

I agree to hold FP harmless against any and all claims and liability for or on account of the deductions made from my wages or other earnings and remitted to the Washington-Baltimore News Guild, TNG-CWA Local 32035.

Print Name: \_\_\_\_\_  
Employee Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

#### **ARTICLE IV – HOURS OF WORK AND OVERTIME**

1. Work Week. The regularly scheduled work week for full-time employees is forty (40) hours per week, Monday through Friday. FP shall provide a minimum of fifteen (15) business days' notice if an employee's regular workweek is to be changed from Monday through Friday, except that such notice shall not be required in cases of news emergencies, operational emergencies, or unanticipated leaves or absences affecting work schedules.
2. Schedules and Days Off. FP will assign employees their schedules, including days off and starting times, based on operational needs. Days off for full-time employees will be consecutive. FP shall provide a minimum of fifteen (15) business days' notice before making a permanent and material change to an employee's scheduled starting time (e.g. a change from day to night shift), except that such notice shall not be required in cases of news emergencies, operational emergencies, or unanticipated leaves or absences affecting work schedules.
3. Work in Excess of 40 Hours.
  - a. Required Work. FP may require any employee to work in excess of forty (40) hours a week.

- b. Overtime Eligibility. Employees in positions with salary minimums below \$46,000 (“Hourly Employees”) are eligible for overtime pay under this Agreement. Employees in positions with salary minimums at or above \$46,000, and any other positions that are exempt under the Fair Labor Standards Act (“Salaried Employees”), are not eligible for overtime pay under this Article.
  - c. Overtime Pay. Hourly Employees required to work in excess of forty (40) hours a week will be compensated at an hourly rate equal to one and one-half (1.5) times the employee’s base wage rate for all hours actually worked in excess of forty (40) hours in a single work week. Paid time off does not count as time worked for purposes of calculating overtime.
  - d. Reporting. Hourly Employees must accurately report the number of regular and overtime hours actually worked each week and must accurately report all paid time off.
  - e. Approval. Hourly Employees are not permitted to work overtime without the advance approval of their supervisor.
4. Part Time Hours. FP has the right in its discretion to employ part-time employees, with no guarantee of a minimum number of days or hours each week; to assign such part-time employees work on a regular weekly basis or a temporary basis; and to increase, reduce or eliminate part-time hours based on operational needs. The number of part-time employees that FP decides to employ rests in FP’s discretion.
5. Work-Life Balance.
- a. Hourly Employees required to work materially in excess of their regular daily or weekly schedule may request latitude to work a shortened day during the same work week to fulfill a forty (40) hour work week without overtime. FP may take into consideration operational and news coverage needs, but may not deny such requests unreasonably.
  - b. Salaried Employees who are required to work substantial hours on a scheduled day off will receive compensatory time off at the straight time rate for all hours worked on the scheduled day off. Compensatory time must be scheduled and taken at a mutually agreeable time as soon as practical after the employee works on the scheduled day off. Employees will not be paid out for any unused compensatory time.

## ARTICLE V – WORK ASSIGNMENTS

### 1. Flexible Work Assignments

#### a. Bargaining Unit Employees.

- i. FP has the right to assign Guild-covered employees to perform whatever work FP deems appropriate in connection with any print, web, video, podcast, multimedia or other projects, programs, partnerships or activities in which FP directly or indirectly participates, presently or in the future. Work assignments to unit employees may include new work or work previously assigned to unit employees, to FP staff not covered by this Agreement (including but not limited to managers or supervisors), or to employees of another employer.
- ii. Upon request, FP shall provide reasonable training to employees assigned work outside the normal work performed by the employee to allow them to perform such work competently.

- #### b. Non-Bargaining Unit Employees. FP has the right to assign or reassign work that is or has previously been assigned to Guild-covered employees to FP staff not covered by this Agreement, including but not limited to managers or supervisors. No bargaining unit employee will be laid off as a direct result of FP's reassignment of work under this paragraph. Nor shall a non-bargaining unit employee be used as a non-temporary replacement for a full-time Guild-covered position eliminated as a result of a layoff.

- ### 2. Contractors and Service Providers. FP has the right in its discretion (a) to engage outside personnel on a non-staff basis, e.g., freelancer, contract writer or editor, blogger, artist, podcaster, or videographer, to provide content or other services to FP; (b) to secure and use content, reports, data, video or other information from other media organizations, other outside entities or individual content contributors; and (c) to engage contractors to perform Guild-covered work or any other work, including podcasting, video programming services, audiovisual services, production and programming, and design and layout services. Contractors and providers under this provision shall not be considered or deemed employees for purposes of this Agreement and are not subject to its terms. No bargaining unit employees will be laid off as a direct result of FP's assignment of work to contractors and providers under this

paragraph. Nor shall a contractor or outside provider be used as a non-temporary replacement for a full-time Guild-covered position eliminated as a result of a layoff.

3. As used in this Article, temporary shall mean any period up to nine (9) months.
4. FP's exercise of its rights under this Article shall not be subject to arbitration or mid-term bargaining, except that the Guild may grieve and arbitrate disputes over FP's compliance with the layoff provisions in paragraph 1(b) and paragraph 2 of this Article. Prior to making any non-temporary material changes to work assignments materially impacting Guild-covered employees under this Article, FP will meet and confer with the Guild about such changes.

## **ARTICLE VI – DISCIPLINE AND DISCHARGES**

### 1. Probationary Period.

- a. New employees, including FP employees previously working outside the unit, shall have a probationary period not to exceed nine (9) months unless extended by mutual agreement. During this nine (9) month probationary period, new employees may be disciplined or discharged without just cause, and the discipline or discharge of new employees during their probationary period shall not be subject to the grievance and arbitration procedure of this Agreement.
- b. Time worked as a fellow shall count toward the probation period above.

### 2. Discipline and Discharge.

- a. FP has the right to discipline and/or discharge bargaining unit employees for just cause and to determine the appropriate disciplinary action (e.g., warning or discharge) based on the facts and circumstances of each case.
- b. Progressive discipline under this Agreement usually consists of an oral or written warning, a final written warning or suspension, and then termination. However, nothing in this Agreement limits FP's right to discipline, suspend or discharge an employee without progressive discipline in appropriate cases, including but not limited to cases of gross misconduct (for example, plagiarism, violence, dishonesty or theft).

- c. Warnings shall not be subject to arbitration under this Agreement.
- d. Copies of all written disciplinary action will be provided to the Guild as soon as practical after the discipline.

## **ARTICLE VII – OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST**

1. Policies. Bargaining unit employees are subject to all FP policies and guidelines concerning conflicts of interest, editorial standards, and ethical standards, including FP's Editorial Mission Statement. FP has the right to set new conflicts of interest, editorial and ethics standards, and to modify existing standards, in its discretion. FP will provide employees with notice of any such changes and, upon request, will discuss those changes in the Labor-Management Committee.
2. Outside Activities. During their nonworking time, employees may engage in writing for other publications or engage in other outside activities, provided that: (a) such employment or activity does not interfere with performance of the employee's work for FP; (b) such employment or activity does not violate FP's conflicts of interest, editorial or ethical standards; (c) such other publications do not directly compete with FP; and (d) the employee does not exploit his or her employment status with FP in connection with such outside writing or activities. Employees should notify FP if they have reason to believe their activities may violate this paragraph.
3. Notice. FP may require news and editorial employees to furnish FP with a description of any outside employment that could be in violation of its ethics or conflicts of interest policies. FP will notify the employee in writing of its approval or disapproval of such outside employment. Any disagreement regarding FP's disapproval of such outside employment may be referred to the Labor Management Committee.
4. Byline. An employee may withhold his or her byline or credit line based on editorial objections raised with a manager any time before publication (electronic or print). Nothing in this Article shall be construed as limiting employees' rights under the National Labor Relations Act.
5. The Labor Management Committee will address, upon an employee's request, any concerns regarding potential conflicts of interest or potential violations of FP's editorial or ethical standards. Any dispute arising from this paragraph shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VIII – JOB OPENINGS**

1. Hiring. FP has the right to hire applicants for bargaining unit positions from any source, internal or external, based on the skills and qualifications that it deems necessary for those positions. FP's decision as to which candidate to select for any position is not subject to the grievance and arbitration provision of this Agreement.
2. Posting.
  - a. When FP decides to fill an open bargaining unit position or a new bargaining unit position, FP will post notices of such vacancies internally and, at the same time, may post notices of the vacancies externally.
  - b. FP may determine not to post a position when appropriate, e.g., where a vacancy will not be filled, where internal reassignments best meet operational and editorial needs, or where FP decides to promote an employee to the position. FP's decision not to post a position shall not be subject to the grievance and arbitration provision of this Agreement.

## **ARTICLE IX – GENERAL**

1. Performance Evaluations. FP shall consider each member of the bargaining unit for individual raises, promotions, and career opportunities at least once per year. Each member of the bargaining unit has the right to meet with his or her manager twice a year to discuss career advancement. FP has the right to conduct annual and interim performance evaluations of its employees. Performance evaluations are not subject to the grievance and arbitration provision of this Agreement.
2. Payroll. During the term of this Agreement, FP will follow a bi-weekly or twice monthly payroll, with electronic paystubs, and covered employees will comply with FP's direct deposit policies.
3. Personnel Files.
  - a. Upon request, an employee is entitled to review his/her personnel file in the presence of the Chief Financial Officer or his designee.
  - b. An employee and/or the Guild may request a copy of any performance-related document contained in the employee's personnel file.

- c. When FP places a performance-related document or disciplinary memorandum in an employee's personnel file, a copy will be given to the employee, and the employee will be allowed to submit a written response to the document or memorandum that will be placed in the personnel file.

4. Information.

- a. FP will provide the Guild with a list containing the following information for each bargaining unit employee as of the effective date of this Agreement and every year thereafter: Name, address, sex, date of birth, date of hire, job title, salary or hourly rate, full or part-time status, and regularly scheduled hours of work.
- b. FP will inform the Guild on a monthly basis of: name, date of hiring, race (if provided), classification, and salary of all new hires and transfers into the unit; and FP will inform the Guild on a quarterly basis of: (i) merit pay increases granted by name of the employee, individual amount, previous salary, resulting new salary, and effective date; (ii) general pay increases paid by name of the employee, individual amount, resulting new salary, and effective date; (iii) changes in classification by name of employee, any salary changes by reason thereof, and effective date; and (iv) resignations, retirements, and deaths of employees.

5. Telecommuting.

- a. FP and the Guild recognize the benefits of working in the office and that working in the office is the expectation. However, both parties recognize that, in certain cases, telecommuting on may benefit both employees and FP. FP will consider employee requests for telecommuting privileges on an individual basis. The decision to grant, deny or rescind telecommuting arrangements, and the determination of the appropriate telecommuting schedules, rest in FP's discretion.
- b. The following terms apply to employees required or allowed to telecommute:
  - i. Telecommuting days are considered the same as work days. Telecommuting employees must have an appropriate work site for telecommuting purposes, must have compatible computer, internet access and other technology to support telecommuting, and must be available by phone and email, or other agreed upon communication medium, during their

regularly scheduled work hours. Telecommuting employees are required to check their voicemail and email at regular intervals, to be determined by their supervisor, and to respond to messages in a prompt manner. Telecommuting employees are expected to be at their approved work sites and performing work tasks during their regularly scheduled work hours. Telecommuting employees must communicate with their supervisors about their work assignments at intervals specified by their supervisor, and will attend work-related meetings and meet deadlines required by their supervisors.

- ii. Telecommuting is not a substitute for dependent care, and telecommuters must make regular dependent care arrangements.
  - c. FP has the right to modify or terminate any telecommuting arrangements and schedules, either temporarily or permanently, and FP's decision shall not be subject to the grievance and arbitration provision of this Agreement. Except where there are extenuating circumstances, such as a news emergency or staffing emergency, FP shall provide at least fifteen (15) business days' notice to the employee if FP modifies or terminates a telecommuting arrangement or schedule, either temporarily or permanently. FP will provide the employee with the business, editorial or operational reason for the modification or revocation.
6. No employee shall be required against the employee's will to work under conditions unreasonably endangering the employee's life, health or safety in pursuit of the employee's normal work assignment.
7. Legal Defense.
- a. If an employee is sued or charged under any federal, state or local law, or is subpoenaed as a witness, in connection with the employee's performance of work for FP that is within the scope of his or her authorized duties, FP will defend and provide legal counsel for the employee at FP's expense. FP and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. FP will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with FP in connection with such litigation.
  - b. Subject to the employee's compliance with the obligations in paragraph 8(a), FP will pay any final judgment rendered or settlement reached in such litigation to the extent allowable by law.



- c. This paragraph 7 does not apply to content produced or actions taken by the employee without FP's authorization, including any criminal or tortious acts.
- 8. Equipment. FP will provide employees with equipment that FP considers necessary to perform their assigned duties and, upon an employee's request, will obtain an ergonomic assessment of the employee's workspace and make appropriate adjustments.
- 9. Business Cards. Upon completion of the probationary period, an employee may obtain FP business cards upon request in writing to their manager. Draft business cards must be reviewed and approved by a manager before printing.

## **ARTICLE X – SAFETY AND SECURITY**

- 1. General. FP and the Guild agree that safety and security in the workplace are the responsibility of both FP and its employees, and that employees will comply with FP's safety and security policies.
- 2. Security and Safety Monitoring.
  - a. In connection with security and safety concerns, including the need to investigate or protect against theft, violence, destruction of FP property or any other illegal activities, FP has the right in its discretion to install new surveillance cameras or other monitoring equipment in the workplace.
  - b. Before implementing new surveillance equipment in work areas of covered employees, FP will first notify the Guild and offer to meet and confer with the Guild on a confidential basis. FP shall provide the specific reasons for installing surveillance equipment, and the expected length of time the surveillance equipment will be in place. The Guild agrees not to publicize or otherwise disclose confidential information concerning such surveillance or the location of surveillance cameras.
  - c. Images or other information collected through video cameras or other such safety/security surveillance will not be released to third parties except to the extent disclosure is made in any arbitration or other legal or administrative proceeding; is required by a subpoena or court order; or is necessary in connection with notification to law enforcement authorities of possible criminal conduct. FP will notify the Guild promptly in the event that it releases such images

or other information collected through safety/security surveillance of a unit employee to law enforcement authorities.

3. The parties' rights set forth in this Article shall continue both during the term of this Agreement and after its expiration.

## **ARTICLE XI – ACCESS**

### 1. Guild Representatives.

- a. Upon advance email notice to FP's Chief Financial Officer (or designee), and subject to compliance with this paragraph 1, non-employee Guild staff representatives will be allowed access to non-work areas of FP's premises solely for purposes of representing bargaining unit employees. Guild representatives agree to comply with all building security and access procedures applicable to other visitors to FP while on FP's premises and agree not to disrupt or interfere with normal business activities or interrupt employees during their working time. Representational purposes do not include organizing or solicitation activities, signing-up members, distributing union literature, union business meetings, steward training, union orientation meetings, or other Guild institutional activities.
- b. Guild Representatives must limit their access to non-work areas, unless access to a work area is necessary to the Guild's ability to represent a unit employee and the Guild representatives obtain advance approval from FP's Chief Financial Officer (or designee) to enter a work area for that limited purpose.

2. Bulletin Board. FP agrees to provide one suitably placed bulletin board for official Guild business in the copy room area of the editorial newsroom in its Washington, D.C. office. Such bulletin board shall be the only place where Guild notices, bulletins or other such materials can be posted on FP's property. However, individual employees may post Guild notices, bulletins or other similar materials within their individual work stations in a manner that does not interfere with employees' performance of work or the operations of FP.

3. Guild Meetings. The Guild may request permission for space to hold union meetings on FP's premises after 6:30 p.m., which FP may grant or withhold in its sole discretion.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

1. Grievance. A grievance is defined as an alleged violation of a specific provision of this Agreement or a dispute over a discharge or other discipline with a loss of pay. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.
2. Grievant. The grievant may be an individual Guild member or a group of Guild members, the Guild, or FP as set forth in paragraph 7 below.
3. Step 1: Informal Resolution. A grievant may initiate a grievance informally by informing his or her supervisor via email of the grievance within ten (10) business days from the date that the grievant knew or should have known of the facts giving rise to the grievance. Within five (5) business days of the email notice, the supervisor and the grievant will meet to discuss the grievance at a mutually convenient time. If the employee brings a shop steward/unit officer to the meeting, the supervisor may bring another FP manager to the meeting. Every effort will be made to resolve the grievance at this level.
4. Step 2: Formal Grievance.
  - a. If a grievance is not resolved informally at Step 1, the grievance must be submitted in writing to FP's Chief Financial Officer within twenty (20) business days of the date that the grievant knew or should have known of the facts giving rise to the grievance. The written grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought.
  - b. Within ten (10) business days of receipt of the written grievance, a grievance meeting will be held between the parties at a mutually agreeable time and location. No more than three (3) persons, including the grievant, shall attend for the Guild. No more than three (3) persons shall attend for FP. FP will respond in writing to the grievance within ten (10) business days after the date of the grievance meeting. FP's failure to meet this time period for responding will be deemed a denial of the grievance.
5. Step 3: Arbitration.
  - a. Absent resolution of the grievance at step 2, the Guild may, within fifteen (15) business days of the grievance meeting, submit a written demand for arbitration to FP's Chief Financial Officer. The

demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. FP and the Guild will select an arbitrator and schedule a mutually agreeable hearing date.

- b. If the parties cannot select an arbitrator within fifteen (15) business days by individual designation, an arbitrator will be selected within the next fifteen (15) business days by alternately striking names from a standing panel of five (5) arbitrators selected by the parties, with FP and the Guild alternately striking the first name in each case. At the request of either party, an arbitrator not selected for a pending arbitration may be removed from the panel, after which the parties will, within thirty (30) days, select another arbitrator for the panel.
- c. The decision of the arbitrator shall be final and binding; however, neither party waives any legal rights. The arbitrator shall not have the authority to amend or modify, add to or subtract from the provisions of this Agreement.
- d. Matters left to the discretion of FP throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration. FP and the Guild agree that there are no mutually acknowledged past practices, other than interpretive ones, that have any contractual or otherwise legally enforceable application between them.
- e. The arbitrator shall have the authority to rule on either party's motions, including pre-hearing dispositive motions. If a party raises a question of arbitrability as to a grievance, the parties may agree to a separate, initial hearing before a separate arbitrator (selected as described in section 3(b) above) on arbitrability only, with a subsequent arbitration on the merits held only if the grievance is found arbitrable.
- f. All jointly incurred costs of arbitration shall be shared equally by the parties to this Agreement, except that neither party will be responsible for the cancellation or postponement fees incurred by the other party's late cancellation or postponement of an arbitration.
- g. The parties' rights to arbitrate grievances shall be effective only during the term of this Agreement.

6. Timelines.

- a. The time limits set forth in this Article may be extended upon mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.
- b. The term "business days" as used in this Article does not include Saturdays, Sundays or Holidays recognized by FP.

7. FP Grievances. Grievances brought on behalf of FP may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the Guild's Unit Chairperson within fifteen (15) business days from the date that FP knew or should have known of the grievance. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, FP shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

### **ARTICLE XIII - NO STRIKES OR LOCKOUTS**

During the term of this Agreement, FP agrees not to engage in any lockout of employees covered by this Agreement, and the Guild and employees covered by this Agreement agree not to engage in any strike or sympathy strike, work stoppage, slowdown, sitdown, concerted refusal to work or other interference with or stoppage of work. Any employee engaging in such conduct prohibited by this Article may be subject to disciplinary action, including discharge.

### **ARTICLE XIV - NON-DISCRIMINATION**

There shall be no discrimination against any employee because of race, sex, creed, religion, color, national origin, gender, gender identity or expression, age, disability, sexual orientation, political affiliation, or any other legally protected status. There shall be no discrimination against any employee on the basis of their participation or non-participation in union or other protected activities under the National Labor Relations Act.

## **ARTICLE XV - LABOR-MANAGEMENT COMMITTEE**

1. FP and the Guild will establish a Joint Labor-Management Committee for the purpose of meeting and discussing employee concerns and matters affecting relations between the parties, but not to address contract grievances. The committee will meet once every six (6) months, or more frequently at the request of either party, during the term of this Agreement. FP and the Guild shall each appoint two (2) FP-employed representatives to the committee; however, additional participants with relevant knowledge or information may attend, with advance notice to the other party.
2. It is the parties' intent that Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The Labor-Management Committee will not receive or adjudicate grievances. To facilitate open dialogue, discussions of the Labor-Management Committee, including disagreements over matters discussed in the Committee, shall not be subject to the grievance and arbitration provision of this Agreement. This provision shall have no effect on matters that are independently grievable or arbitrable under this Agreement.

## **ARTICLE XVI - LEAVES**

1. Professional Leave.
  - a. Fellowships.
    - i. Employees agree to provide FP with at least eight (8) weeks' notice (or shorter with supervisor approval) prior applying for a journalism fellowship, for example, a Nieman Fellowship.
    - ii. Within four (4) weeks of receiving notice under paragraph 1(a)(i), FP will advise the employee whether FP will support the employee's fellowship application and whether, if the fellowship is granted, FP will grant the employee's request for an unpaid leave of absence for the duration of the fellowship. To be eligible for leave under this provision, an employee must be full-time and have at least two (2) years of service with FP (or a lesser time of service with supervisor approval). FP has the discretion to grant or deny any request for a fellowship leave.

- iii. During the period of an approved leave under this paragraph 1(a), the employee will not accrue benefits, and the employee will be responsible for paying the full cost of the premiums for continued insurance, unless the employee and FP agree otherwise.
- iv. An employee who is approved for a fellowship leave under this paragraph 1(a) must return to work on the date previously agreed-upon in writing between FP and the employee, unless FP and the employee have agreed in writing to extend the leave period. An employee who timely returns from an approved fellowship leave under this paragraph 1(a) will be entitled to return to his/her prior position with FP, if available, or to a comparable position with a salary that is no less than the salary the employee was receiving at the start of the leave. If an employee does not timely return to work from a leave granted under this paragraph 1(a), the employee will not be guaranteed a position with FP, and FP will have no obligation to reinstate the employee.

b. Short-Term Paid Reporting Leave.

- i. Full-time employees with at least one (1) year of service with FP (or a lesser time of service with supervisor approval) may apply for leave to participate in short-term reporting fellowships. Requests for such leave must be submitted with as much notice as possible. FP has the discretion to grant or deny an employee's request for leave for a short-term reporting fellowship.
- ii. Leaves granted for short-term reporting fellowships will not exceed three (3) weeks, including any travel time, unless FP and the employee agree otherwise, and do not constitute a break in service. Employees on leave for a short-term reporting fellowship will continue to receive their regular pay and benefits from FP for the duration of the leave, up to a maximum of three (3) weeks.
- iii. An employee who is approved for a leave under this paragraph 1(b) must return to work promptly at the end of the leave, unless FP and the employee agree in writing to extend the leave period. During any leave extension period, the employee may take unpaid leave or use his/her accrued vacation leave.

c. Other Professional Leave.

- i. Full-time employees with at least two (2) years of service with FP may make a written request to FP for a leave for up to six (6) months to author a book, conduct research, or to pursue professional education that relates to the employee's journalistic development. Requests for such leave must be submitted with as much notice as possible but no less than eight (8) weeks' notice. FP has the discretion to grant or deny an employee's request for such leave.
- ii. If FP grants leave under this paragraph 1(c), the employee must first exhaust his or her available and accrued paid time off before any period of unpaid leave. During any period of unpaid leave, the employee will not accrue benefits, and the employee will be responsible for paying the full cost of the premiums for continued insurance, unless the employee and FP agree otherwise.
- iii. An employee who takes and timely returns from an approved leave under this paragraph 1(c) will be entitled to return to his/her prior position with FP, if available, or to a comparable position with a salary that is no less than the salary the employee was receiving at the start of the leave. If an employee does not timely return to work from a leave granted under this paragraph 1(c), the employee will not be guaranteed a position with FP, and FP will have no obligation to reinstate the employee.

2. Military Leave. Any full-time or part-time employee covered by this Agreement who is in or enters into the Armed Forces of the United States or who serves as a military reservist or national guard member shall be afforded, at a minimum, the protections of the Uniformed Services Employment and Reemployment Rights Act.
3. Family and Medical Leave. Bargaining unit employees will be covered by FP's FMLA Policy on the same basis as all other FP employees and subject to the same eligibility requirements for such leave, consistent with the FMLA.

## **ARTICLE XVII – EXPENSES**

1. Authorized Expenses. FP will reimburse employees for authorized, actual working expenses incurred in the performance of their duties. Such authorized expenses will include necessary transportation, meals,



lodging, and reporting expenses. Reimbursement requests must be properly documented and submitted as promptly as practicable, but no later than forty-five (45) days from the date the expense was incurred. FP will reimburse properly documented working expenses within thirty (30) days of receipt of the reimbursement request.

2. Travel Advances. Employees may make a written request for advance payment of travel expenses, which will be subject to approval by the employee's supervisor and the Chief Financial Officer.
3. Mileage. Employees who are authorized to use their own automobiles in the course of their assigned duties shall be reimbursed at the current mileage rate allowance set by the Internal Revenue Service.
4. Commuter Benefits. Bargaining unit employees are eligible to participate in FP's Commuter Benefits Program on the same terms as non-bargaining unit employees. FP has the right to modify or terminate the Commuter Benefits Program, and any such modification or termination will not be subject to bargaining or arbitration with the Guild, provided that FP applies the same changes at the same time to all FP employees.
5. Tuition Reimbursement. Bargaining unit employees are eligible to participate in FP's Tuition Reimbursement Program on the same terms as non-bargaining unit employees. Under this program, employees may be reimbursed up to a specified annual amount for the successful completion of eligible courses at accredited universities, or for language or technical courses that FP pre-approves. FP has the right to modify or terminate the Tuition Reimbursement Program, and any such modification or termination will not be subject to bargaining or arbitration with the Guild, provided that FP applies the same changes at the same time to all FP employees.
6. During the term of this Agreement, to take into account the security needs of its employees, FP will continue its practice of reimbursing an employee for either a taxi or parking, at the employee's option, when the employee is required to work at FP's office after 10 p.m., up to a maximum of \$20 per day. Such expenses must be properly documented and timely submitted in accordance with paragraph 1 above.
7. Transfer Expenses.
  - a. Employees required to transfer at the direction of FP shall be reimbursed for the reasonable, documented expenses incurred in moving the employee, his/her immediate family, and household goods.

- b. FP will reimburse the reasonable, documented expenses for travel, lodging, and meals for one (1) trip of no more than three (3) days for the transferred employee and his/her spouse/domestic partner to find a residence in the vicinity of the employee's new location.

**ARTICLE XVIII – MINIMUM SALARIES**

- 1. During the term of this Agreement, unit employees will continue to earn, at a minimum, their current base rate of pay effective on the date of signing this Agreement.
- 2. Minimum Salaries.
  - a. Below are the minimum starting salaries for all bargaining unit employees (part-time and hourly rates are equal to the annual salary divided by 2080). These minimum starting salaries will not increase during the term of this Agreement:

<b>Positions</b>	<b>Minimum Salary</b>
Editorial assistant, copy editor/aide	\$35,000
Deputy copy editor, production editor, assistant editor, designer	\$40,000
Staff writer, associate editor, story editor, features editor, interactive/editorial feature designer, social engagement editor	\$46,000
Senior reporter	\$60,000
Senior staff writer	\$75,000

- b. FP has the right in its discretion to determine the appropriate starting salary for new employees hired into the bargaining unit, provided that salary is no less than the applicable minimum for their position. FP has the right to pay new and current employees above the minimum starting salary for the employee's position.
- 3. Increases.
  - a. Annual Increases. Effective the first payroll period following the signing of this Agreement, and effective the first payroll period following the first anniversary of contract signing, eligible employees will be paid an annual increase that corresponds to the increase specified below for their salary band:

	<b>Band A</b>	<b>Band B</b>	<b>Band C</b>	<b>Band D</b>	<b>Band E</b>
	\$35,000- \$47,499	\$47,500- \$62,499	\$62,500- \$74,999	\$75,000- \$89,999	\$90,000+
<b>Annual Increase</b>	2%	1.75%	1.5%	1.25%	1.00%

- b. Merit Pay. In addition to the above increases, FP may pay merit increases and/or bonuses to employees, taking into consideration performance, experience, skills and other relevant factors, including FP's business needs. FP's decisions to award or not award bonuses or merit pay, in whatever amounts, shall not be subject to bargaining or arbitration under this Agreement.
4. Promotions.
- a. The decision to promote an employee to a position with a higher minimum salary rests in FP's discretion.
- b. Employees who are offered and accept promotion into a position with a higher minimum salary will be paid the greater of the starting minimum for the new position or any other amount that FP and the employee negotiate.
- c. If an employee accepts a promotion to a position that is not eligible for overtime pay under Article IV, the employee will not receive overtime pay after the effective date of the promotion.
5. Duration. FP has no obligation to pay wage increases or bonuses after the expiration of this Agreement, as part of the status quo, prior to the execution of a successor contract.
6. New Unit Positions. FP has the right to create new editorial positions in the bargaining unit. FP agrees to notify the Guild at least ten (10) business days before assigning the new position a minimum salary. Upon the Guild's request, FP will bargain over the appropriate minimum salary for the new position for a period not to exceed the ten (10) day notice period (unless the parties mutually agreed to extend the period). If no agreement is reached at the end of the bargaining period, FP may implement its final proposal, without further bargaining or arbitration.

## ARTICLE XIX – VACATIONS

1. Full-Time Employees.

- a. Full-time employees shall receive paid vacation in accordance with the following schedule:

<b>Length of complete calendar years of service:</b>	<b>Days/Hours per year:</b>
<b>0-4+ years</b>	15 days (120 hrs)
<b>5-9+ years</b>	20 days (160 hrs)
<b>10+ years</b>	25 days (200 hrs) (maximum accrual)

b. Accrual of Vacation.

- i. Full-time employees will be allotted vacation for use in the calendar year on January 1 in accordance with the schedule in paragraph 1(a) based on their completed calendar years of service.
- ii. During their first partial calendar year of employment, new full-time employees shall be allotted vacation for use during the calendar year in accordance with the following schedule:

<b>Beginning employment within these months:</b>	<b>Vacation days to be taken before end of calendar year:</b>
January 1 – March 31	15 days
April 1 – June 30	11 days
July 1 – September 30	7.5 days
October 1 – December 31	3.5 days

- c. Payment of Vacation Upon Separation. Upon separation, full-time employees who have not used all of their paid vacation will be paid for their unused vacation, up to a maximum of 10 days (eighty (80) hours).

2. Part-time Employees. Part-time employees are not eligible for paid vacation time.

3. Scheduling Vacation.

- a. Requests for vacation time must be made in advance, in writing, to the employee's supervisor as early as possible, but at least two (2) weeks prior to the requested vacation. FP has the discretion to approve or deny vacation requests and to determine vacation

schedules, taking into account operational and staffing needs and other business considerations.

- b. FP may designate black-out periods when employees will not be allowed to take vacation.
  - c. Employees cannot schedule or take vacation time that they have not yet accrued.
  - d. Employees must take vacation time in full or half-day increments.
4. Reporting.
- a. Employees must accurately report the number of vacation hours actually taken.
  - b. When employees are injured or ill during their vacation, the time off must still be recorded as vacation time.
5. Carry-Over. Employees may carry over up to ten (10) days of unused vacation from year to year. All other unused vacation will expire on December 31.

## **ARTICLE XX – SICK LEAVE**

1. Sick Leave Accrual.
- a. Full-time Employees.
    - i. Full-time employees are eligible to earn five (5) days (forty (40) hours) of paid sick leave in each calendar year, credited as of January 1 of each year.
    - ii. During the first year of employment, full-time employees may take a pro-rated amount of sick leave based on the employee's length of eligible service during the calendar year, which amount will be one and one-third (1.33) hours of sick leave for each full calendar week between the employee's first day of eligible employment and December 31 of that year, up to a maximum of forty (40) hours.
    - iii. Full-time employees may carry over unused sick leave from year to year, but can carry a balance no greater than twenty (20) days.

- b. Part-time Employees.
  - i. Part-time employees shall accrue paid sick leave at a rate of one (1) hour for every thirty (30) hours worked, up to a maximum of five (5) days (forty (40) hours) of paid sick leave in each calendar year.
  - iii. Part-time employees may carry over unused sick leave from year to year, but can carry a balance no greater than ten (10) days (eighty (80) hours).
- 2. Sick Leave Uses. Sick leave may be used for an employee's or family member's illness, injury, or medical condition or for an employee's or family member's medical care, treatment, diagnosis or medical appointments. For purposes of this paragraph, "family member" means a child, child's spouse, parent, parent's spouse, legal guardian or ward, sibling, sibling's spouse, grandparent, grandchild, spouse, or registered domestic partner.
- 3. Notice. Employees using sick leave must provide FP with reasonable advance notice of the need to use sick leave. For foreseeable leave, employees shall provide at least seven (7) days written notice when possible. For unforeseeable leave, an oral request shall be made prior to the start of the work shift for which the leave is requested, or, in the case of an emergency, as soon thereafter as practicable.
- 4. Documentation. If an employee's sick leave exceeds three (3) consecutive business days, FP may require the employee to submit documentation from an appropriate health care provider.
- 5. Sick Leave Donations. Current employees may elect voluntarily and to donate up to one-half of their sick leave carry over balance to another employee if the receiving employee (a) is on an approved leave without pay under the federal Family and Medical Leave Act and/or the DC Family and Medical Leave Act; and (b) has exhausted all sick leave, vacation and other paid leave available to the employee, in accordance with the sick leave donation procedures established by the FP.
- 6. Separation from Employment. Upon separation from employment, employees will not be paid for any accrued but unused sick leave.
- 7. Misuse of Sick Leave. Employees who misuse sick leave may be subject to disciplinary action under Article VI (Discipline and Discharge) of this Agreement.

8. Waiver. FP and the Guild agree that the benefits offered under this Agreement are comparable to or exceed those provided under the District of Columbia Accrued Sick and Safe Leave Act and the New York Paid Sick Leave Law and, therefore, agree to waive any requirements of the Act that are inconsistent with this Agreement.

## **ARTICLE XXI – OTHER LEAVES**

1. Parental Leave.
  - a. Employees may take up to a total of thirty (30) days of paid leave for parenting purposes within the first six (6) months following the birth or adoption of their child, in accordance with FP's parental leave policy.
  - b. Parental leave must be taken concurrently with any leave under the Family and Medical Leave Act.
2. Bereavement Leave. Employees may take bereavement leave with pay for up to five (5) consecutive work days in the event of the death of an immediate family member. "Immediate family member" means an employee's spouse, domestic partner, child (step, natural, or adopted), son- or daughter-in-law, parent (step, natural, or adopted), parent-in-law, brother- or sister-in-law, sibling (step, natural, or adopted), or grandparent.
3. Jury Duty Leave. An employee who is required to serve on jury duty shall be paid his or her regular salary while serving, minus any fees received from the court. An employee absent for jury duty shall be expected to spend as much time (within regular working hours) performing work for FP as is not required for jury duty. Employees called for jury duty must promptly provide a copy of the summons to their supervisor so that arrangements can be made for coverage in the employee's absence.

## **ARTICLE XXII – INSURANCE**

1. Full-Time Employees.
  - a. Full-time employees are eligible for coverage under the Graham Holdings Company's Flexible Benefits Plan, or any successor plan implemented in connection with the Patient Protection and Affordable Care Act as amended ("Affordable Care Act") or any other health care legislation or regulation ("Plan"), in accordance

with the Plan's terms, which are hereby incorporated into this Agreement. Administration of the Plan, including selection of the administrator, selection of any insurers and implementation of plan audits, shall reside solely in the Company's discretion and shall not be subject to arbitration or bargaining with the Guild during the term of this Agreement and after its expiration.

- b. Full-time unit employees will be eligible to participate in the benefit programs applicable to other full-time FP employees under the Plan in accordance with the terms and conditions of such programs, including the medical and prescription drug program, dental program, employee life insurance program, accidental death and dismemberment program, dependent life insurance program, long-term disability insurance program, short-term disability insurance program, pre-tax dependent care program, Healthy Premium and/or other wellness or health incentive programs. During the term of this Agreement and after its expiration, and in recognition of the fact that the Plan and its component programs also cover employees outside the bargaining unit, FP may add to, modify or terminate the Plan and/or any component programs, provided that any such actions apply on the same basis to all non-Guild-covered FP employees, and provided that FP continues to offer at least one program for medical, prescription drug, and dental coverage. Such additions, modifications and termination shall not be subject to arbitration or bargaining.
- c. During the term of this Agreement and after its expiration, FP will determine the premium costs and percentage contributions for employees under the Plan, which may be adjusted by FP in its discretion in connection with annual Open Enrollment, provided that unit employees' percentage share of the premiums will be no more than the percentage share applicable to non-Guild-covered FP employees. Employees' share of the premiums shall be collected through payroll deductions, consistent with the terms of the Plan and in amounts reflecting employees' elections during annual Open Enrollment.

## 2. Part-Time Employees.

- a. Consistent with the ACA, part-time employees hired to fill a regular part-time schedule of thirty (30) hours or more a week will be treated as full-time employees under the Plan and will be eligible to participate in the Plan on the same basis as full-time FP employees while they remain on a regular part-time schedule of thirty (30) hours or more a week, subject expressly to the provisions set forth in paragraphs 1(a), 1(b) and 1(c) above.



- b. Consistent with the ACA, part-time employees who are not described in paragraph 2(a) who average thirty (30) or more paid hours per week during the measurement period set forth in paragraph 2(c) below will be treated as full-time employees under the Plan and will be eligible to participate in the Plan on the same basis as full-time FP employees for the succeeding stability period set forth in paragraph 2(c) below, subject expressly to the provisions set forth in paragraphs 1(a), 1(b) and 1(c) above.
  - c. The measurement procedure described in paragraph 2(b) above shall be as follows: during a regular measurement period that FP selects in its discretion consistent with the measurement period that the Company establishes for all other part-time FP employees (e.g., six (6) or twelve (12) months), there shall be a review of the service hours (as defined in the ACA) of part-time employees during the designated measurement period, after which part-time employees will be notified of their eligibility for coverage under the Plan during the succeeding stability period (e.g., six (6) or twelve (12) months), based on their service hours during the measurement period.
- 3. Insurance Changes. During the term of this Agreement and after its expiration, FP has the right to make annual plan design changes, changes to the length of the measurement period and stability period described in paragraph 2(c) above, and changes in the benefits offered under the Plans, including changes in coverages, deductibles, out-of-pocket maximums, incentives, surcharges and co-payments, provided that such changes apply on the same basis to other FP employees covered under the Plans. In addition, FP has the right to make changes in the Plans that it deems necessary or appropriate in connection with the ACA or any other federal or state laws governing employer-provided health care, including the need to comply with any statutory requirements or to avoid penalties or taxes, provided that such changes apply on the same basis to non-Guild-covered FP employees covered under the Plans. The changes authorized under this provision shall not be subject to arbitration or bargaining with the Guild.
- 4. Termination of Coverage.
  - a. FP reserves the right to terminate the coverage of any employee for reasons permitted under the terms of the Plan, including but not limited to the employee's failure to contribute the employee's portion of the premium.

- b. If an employee is absent from work on an approved unpaid leave of absence for a period of thirty (30) days or more, FP shall not be required to make FP's percentage contribution on behalf of such employee after such thirty (30) day period. This paragraph 4(b) does not apply to employees on FMLA covered leaves.
- c. FP has no obligation to continue to contribute to the cost of health insurance for employees engaged in any strike, sympathy strike or other work stoppage.

## **ARTICLE XXIII – HOLIDAYS**

- 1. Named Holidays. FP recognizes the following nine (9) paid holidays for full-time unit employees: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. FP will announce each year the dates on which these holidays will be observed.
- 2. Work on Holidays.
  - a. FP has the right to require employees to work on a holiday for business or operational reasons.
  - b. In addition to receiving their regular salary, full-time employees who are required to work on a holiday will be allowed to schedule an alternative day off with pay, which must be scheduled and taken at a mutually agreeable time within four (4) weeks of the holiday worked. If this day off is not taken within four (4) weeks after the holiday worked, the employee shall receive a day's pay in lieu of the day off so long as, during the four (4) weeks immediately following the holiday, FP denied the employee's request to use the day off. If the employee does not request to use the day off within the four (4)-week period following the worked holiday, the employee will not be entitled to pay for the holiday.

## **ARTICLE XXIV – SAVINGS PLAN**

- 1. Eligibility. Full-time and part-time employees are eligible to participate in the Tax Deferral and Savings Plan ("Savings Plan") on their first date of hire in accordance with the terms of the Savings Plan, which is incorporated by reference into this Agreement.

2. Matching Contribution. Bargaining unit employees are eligible for a one (1) percent company matching contribution after completing one (1) year of eligibility service under the Plan.
3. Plan Changes. Administration of the Plan resides solely in FP's discretion. During the term of this Agreement and after its expiration, FP has the right to terminate the Plan, to combine it with another 401(k) Plan, or to amend the Plan, including to make plan design changes, changes in investment managers, changes to require automatic enrollment with an opt-out, and changes in investment options; as long as such changes are applicable to all other FP participants in the Plan, and as long as such changes do not reduce participants' vested and accrued benefits under the Plan, such changes shall not be subject to arbitration or bargaining.

### **ARTICLE XXV – CASH BALANCE PLAN**

1. Eligibility. Full-time and part-time employees are eligible to participate in the Cash Balance Plan upon completion of their "eligibility year of service" in accordance with the terms of the Cash Balance Plan, which is incorporated by reference into this Agreement.
2. Pay Credits. Eligible employees will be credited with "pay credits" as a percentage of their "eligible compensation," as defined by the Cash Balance Plan. The percentage of eligible compensation that will be credited varies depending on the employee's years of credited service, according to the following schedule:

<b>Years of Credited Service</b>	<b>Pay Credit as a percentage of eligible compensation</b>
Less than 5	2.25%
At least 5 but less than 10	2.75%
At least 10 but less than 20	3.25%
20 or more	3.75%

3. Interest Credits. In addition to the compensation-based credits in paragraph 2 above, FP participants with an account balance will also earn interest credits each year, as defined and determined under the Cash Balance Plan.

4. Vesting. Accrued benefits shall vest upon either (i) an employee reaching age 65 while employed by FP, or (ii) an employee completing three (3) years of “vesting service,” as defined by the Cash Balance Plan.
5. Plan Changes. Administration of the Plan resides solely in FP’s discretion. During the term of this Agreement and after its expiration, FP has the right to amend, suspend or terminate the Cash Balance Plan, or merge the Plan with other retirement plans, consistent with the terms of the Plan and applicable law. As long as such changes are applicable to all other FP participants in the Cash Balance Plan and do not reduce their accrued and vested benefits, such changes shall not be subject to arbitration or bargaining.

**ARTICLE XXVI – SECURE RETIREMENT ACCOUNT PLAN**

1. Eligibility. Full-time and part-time employees are eligible to participate in the Secure Retirement Account Plan (“SRA Plan”) upon completion of their “eligibility year of service” in accordance with the terms of the SRA Plan, which is incorporated by reference into this Agreement.
2. Pay Credits. Eligible employees will be credited with “pay credits” as a percentage of their “eligible compensation,” as defined by the SRA Plan. The percentage of eligible compensation that will be credited varies depending on the employee’s years of credited service, according to the following schedule:

<b>Years of Credited Service</b>	<b>Pay Credit as a percentage of eligible compensation</b>
Less than 5	2.20%
At least 5 but less than 10	2.70%
At least 10 but less than 20	3.10%
20 or more	3.50%

3. Interest Credits. In addition to the compensation-based credits in paragraph 2 above, FP participants with an account balance will also earn interest credits each year, as defined and determined under the SRA Plan.
4. Vesting. Accrued benefits shall vest upon either (i) an employee reaching age 65 while employed by FP, or (ii) an employee completing three (3) years of “vesting service,” as defined by the SRA Plan.

5. Plan Changes. Administration of the Plan resides solely in FP's discretion. During the term of this Agreement and after its expiration, FP has the right to amend, suspend or terminate the SRA Plan, or merge the SRA Plan into other retirement plans, consistent with the terms of the Plan and applicable law. As long as such changes are applicable to all other FP participants in the SRA Plan and do not reduce their accrued and vested benefits, such changes shall not be subject to arbitration or bargaining.

## **ARTICLE XXVII –REDUCTIONS IN FORCE**

1. Layoffs.

- a. Layoff Decision. During the term of this Agreement and after its expiration, FP has the right to lay off full-time or part-time employees for business or operational reasons. If FP decides to lay off employees under this Article, FP will determine the affected job classification(s) and the number of employees within the affected classification(s) to be laid off. Job classifications for purposes of this Article are the job titles listed in Article XVIII, Minimum Salaries. Except for alleged violations of paragraph 1(c) below, these decisions shall not be subject to the grievance and arbitration provisions of this Agreement.
- b. Guild Notice. FP will notify the Guild in writing at least twenty (20) business days prior to any layoffs under this Article, if operationally practical, and will identify the employee(s) to be laid off, the affected job classifications, the seniority of each employee within that classification, the reason(s) for the layoff, and the date of the layoffs. During this twenty (20) day notice period, FP will meet and confer with the Guild about the layoffs and possible alternatives to the layoffs. Where twenty (20) business days' notice to the Guild and affected employees is not possible, FP will provide the affected employees with pay in lieu of notice.
- c. Order of Layoffs. Layoffs will be conducted in order of inverse seniority within each affected job classification, provided the remaining more senior employees have the skills, qualifications, experience and/or expertise to perform the remaining duties that FP requires. FP's decision to retain a less senior employee under the foregoing proviso is not subject to the grievance and arbitration procedures of this Agreement as long as FP exempts no more than one (1) employee in the affected classification from layoff on the basis of such employee's skills, qualifications, experience and/or expertise.

- d. Seniority Determinations. Seniority will be determined by the length of continuous employment at FP in a Guild-covered position as of the effective date of the layoff. Temporary absences due to illness or approved leave will not be considered a break in employment for purposes of seniority. Where multiple employees in an affected job classification are within six (6) months of each other in seniority, FP has the discretion to determine the employee(s) to be laid off based upon consideration of its operational needs and the employees' relative skills, qualifications, and performance.
- e. Notice of Open Positions and Rehire. Employees laid off under this Article will be placed on a rehiring list for twelve (12) months after layoff. Before filling a vacancy in the job classification from which an employee was laid off, FP will notify by email the employee(s) on the rehire list who were laid off from a position in that classification and who had satisfactory performance evaluations and no written discipline for the year preceding the layoff. If, within five (5) business days of the notice email, an employee has not accepted the offer of employment, that employee's name will be removed from the list and the employee will not be considered for reemployment thereafter. If any or all notified employees respond to the notice email, FP will fill the vacancy from among those so replying in order of their seniority. If the vacancy cannot be filled as provided above, FP may fill the vacancy with another qualified employee on the rehire list or with a new employee, in FP's discretion. Employees who, at the time of layoff, are participating in or meet the eligibility standards for participation in FP's retirement plans will have their prior service recognized and any unvested benefits restored as provided in the official plan document(s) if they are rehired under this provision. Employees rehired under this provision, for purposes of vacation, shall have their years of service restored to the date they were laid off. Time spent on a rehire list does not count as service time when computing severance pay or any other benefit provided in this Agreement.

2. Severance Pay.

- a. FP will pay severance to non-probationary employees laid off under this Article at a rate of one (1) week's salary for every six months of continuous service at FP, with a minimum of two (2) weeks' salary and a maximum of sixteen (16) weeks' salary, paid in a lump-sum (less required deductions). An employee's weekly salary will be based on that employee's average salary over the preceding twelve (12) months. Non-probationary laid off employees will also receive one month of employer-paid COBRA premiums per year of service (or a payment equal to the amount necessary for the employee to cover

the COBRA premiums for one month), up to a maximum of two months' premiums.

- b. As a condition of receiving severance pay, an employee must execute and not revoke a general release of claims in a form to be provided by FP.
  - c. Employees discharged for just cause are not entitled to receive severance pay.
3. Separation Incentives. FP may in its discretion offer separation and/or retirement incentives to all or a group of unit employees to secure their voluntary agreement to resign or retire from employment in return for enhanced retirement or separation benefits that exceed what they would receive under this Agreement. As part of such program, FP may require employees who resign to sign a general release of claims in a form to be provided by FP. Before offering such an incentive program, FP will provide the Guild with ten (10) business days' notice and will, upon request, bargain with the Guild on the terms of the incentive program during the ten (10) day notice period. If no agreement is reached at the end of this ten (10) day period (which may be extended by mutual agreement), FP may implement its last proposal and offer the incentive program to employees, and such actions shall not be subject to arbitration or further bargaining.

### **ARTICLE XXVIII - MINIMUM TERMS**

1. The terms and conditions of employment contained in this Agreement are minimums only, and nothing in this Agreement shall prohibit FP from providing, or an employee from individually negotiating and obtaining, better terms and conditions than the minimums set forth in this Agreement.
2. Nothing in this Agreement reduces or eliminates any better terms and conditions of employment that an employee may have previously negotiated with FP on an individual basis.

### **ARTICLE XXIX - LEGALITY**

1. In the event that any provision of this Agreement is determined to be in violation of any federal, state or local law or regulation, such provision shall be deemed of no force and effect, without impairing the validity and enforceability of the remaining provisions of the Agreement.

2. Nothing in this Agreement shall be construed or applied so as to be in violation of any local, state or federal law or regulation.

### **ARTICLE XXX - COMPLETE AGREEMENT**

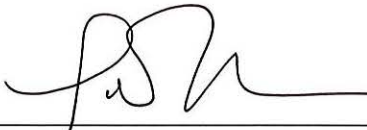
1. FP and the Guild agree that they have had a full opportunity to make bargaining demands and proposals during negotiations leading to this Agreement, that they have fully settled all matters relating to wages, hours and other terms and conditions of employment for the duration of this Agreement, and that neither FP nor the Guild is obligated to engage in mid-term bargaining over such matters.
2. There shall be no modification or amendment of this Agreement during its term, except by mutual written agreement signed by both FP and the Guild.

### **ARTICLE XXXI- TERM OF CONTRACT**

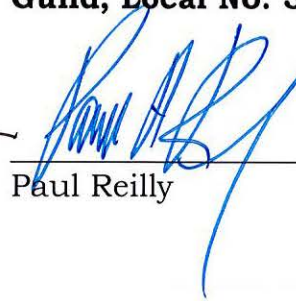
This Agreement shall be effective on the date of signing on October 18th, 2017 and shall remain in effect up to and including two (2) years from the date of signing.

#### **Foreign Policy**

#### **Washington-Baltimore News Guild, Local No. 32035**



Jonathan Tepperman



Paul Reilly

#### *FP Bargaining Committee:*

Benjamin Pauker  
Rebecca Frankel  
Sharon Weinberger  
Blake Pulliam  
Trish Dunn, Chief Negotiator

#### *Guild Bargaining Committee:*

Daniel DeLuce  
Elias Groll  
Benjamin Soloway  
Emily Tamkin  
Jenna McLaughlin  
Paul Reilly, Chief Negotiator



## **APPENDIX – RETIREMENT MEMORANDUM OF UNDERSTANDING**

Foreign Policy and the Guild agree that, within sixty (60) days of the signing of this Agreement, FP will arrange a meeting, at a time designed to allow most FP employees to attend, to inform employees of FP's three retirement vehicles – the 401(k) savings plan; Secure Retirement Account; and the Cash Balance plan. FP will conduct a similar meeting at least once a year during the term of the Agreement.

Included in the information to be provided in this meeting are the procedure(s) for signing up for the plan(s), the details of how each plan works (how money accrues and is paid out), and how employees can access their accounts to see the “balances” in each account.

The parties further agree that similar information will be provided to new employees when they are hired.

October 2, 2017

Mr. Paul Reilly, Local Representative  
Washington-Baltimore News Guild, Local 32035  
1225 Eye St. NW #300  
Washington, DC 20005


**RE: Cell Phone Reimbursements and Conversion of Parking Stipend**

Dear Mr. Reilly,

In an effort to streamline its Commuter Benefit Program and modernize its reimbursement practices, FP will institute the following changes to the Program upon contract signing:

1. Cell Phone Reimbursements: Upon contract signing, eligible employees will be reimbursed for up to \$40 per month towards the cost of their personal cell phone plan. An employee will be eligible for this reimbursement if the employee's supervisor determines that the employee's duties regularly require the use of a cell phone. In addition, Employees will use the most cost-effective method for international calls (e.g., Skype, WhatsApp). Reimbursement for the cell phone stipend will require submission of the employee's monthly cell phone bill, and reimbursement for international calls will require documentation of the calls, within forty-five (45) days of the billing date.
2. Conversion of the Parking Stipend: Upon contract signing, FP will eliminate the parking stipend component of its Commuter Benefit Program on a company-wide basis for all employees. In consideration for the elimination of the stipend, FP will pay those employees earning less than \$70,000, who had previously received a \$65/month parking stipend, a one-time lump sum payment of \$780 (less required deductions) as soon as practicable after contract signing.

Sincerely,



Jonathan Tepperman

AGREED:



Paul Reilly

October 2, 2017

Mr. Paul Reilly, Local Representative  
Washington-Baltimore News Guild, Local 32035  
1225 Eye St. NW #300  
Washington, DC 20005

**RE: Ratification Incentive**

Dear Mr. Reilly,

In an effort to settle a contract with the Guild without further delay, FP is willing to implement the condition ratification incentive outlined in this letter if a comprehensive tentative agreement is signed no later than October 15, 2017 and if a new contract is ratified and signed no later than November 1, 2017.

Specifically, effective the date of contract signing, Guild-covered employees who are on FP's payroll as of October 15, 2017 will be eligible for a one-time credit to their Secure Retirement Account in the amount of \$1,500 (the "Ratification Incentive"). The timing and vesting requirements for this Ratification Incentive are summarized below and will be codified in an appropriate amendment to the Cash Balance Schedule of The Retirement Plan for Graham Holdings Company – the "Plan Document"):

**CREDIT TIMING**

- Employees who have completed their "Eligibility Year of Service" (as defined in the Plan Document) at the time of contract signing will have the Ratification Incentive credited to their account as soon as administratively feasible after contract signing.
- Employees who have not completed their Eligibility Year of Service at the time of contract signing will have the Ratification Incentive credited to their account as soon as administratively feasible following the completion of their Eligibility Year of Service.


**VESTING**

- Employees who are vested in their SRA benefits at the time of contract signing will also be vested in the Ratification Incentive.
- Employees who are not yet vested in their SRA benefits at the time of contract signing will vest in the Ratification Incentive once they have met the vesting criteria as defined in the Plan Document. In the event that FP ceases operations or undergoes a change in control (as these terms are defined in the Plan Document implementing this Ratification Incentive), all

employees who have been credited with the Ratification Incentive will vest in the Ratification Incentive.

This Ratification Incentive is conditional. In the event that a new agreement is not ratified and signed on or before November 1, 2017, the ratification incentive outlined in this letter will be automatically withdrawn and will become null and void.

Sincerely,



Jonathan Tepperman

AGREED



Paul Reilly