

# **AGREEMENT**

*Between*

**BLOOMBERG INDG**

*And*

**WASHINGTON-BALTIMORE NEWS GUILD**

**March 11, 2022 – March 11, 2025**

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## **PREAMBLE**

**AGREEMENT** made this 11th day of March, 2022, by and between The Bureau of National Affairs, Inc., hereinafter referred to as Bloomberg Industry Group or INDG, and the Washington-Baltimore News Guild, Local No. 32035, The News Guild-Communications Workers of America, hereinafter referred to as the Guild, acting for and on behalf of itself and all Guild bargaining unit employees of INDG.

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

## **ARTICLE I—RECOGNITION**

1. Recognition. INDG recognizes the Guild as the representative of all employees in the editorial, accounting, business, production, information technology, circulation and sales departments, and the personnel office of INDG at its Arlington, VA., and Washington, DC offices, including all part-time employees and including remote unit employees working within fifty (50) miles of the Arlington office, but excluding all temporary employees, all “call-in” employees, all sales staff with sales quotas, commissions and/or incentives, all Web Applications Architects, Web Applications Architect/Project Supervisors, and Senior Systems Architects, all confidential employees who have access to INDG’s labor relations data, all managers, including managing editors and assistant managing editors, and all other supervisory personnel with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all positions excluded in the parties’ July 31, 2020 Settlement Agreement.

2. New Excluded Positions. INDG has the right to create new managerial, supervisory and 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 positions managerial, supervisory or confidential. Disputes over the non-unit status of such new or altered positions are not subject to the grievance and arbitration provisions of this Agreement; however, nothing in this provision waives any rights to pursue claims before the National Labor Relations Board.

## **ARTICLE II—PROBATIONARY, PART-TIME, CALL-IN, AND TEMPORARY EMPLOYEES**

1. Probationary: During the first six (6) months of employment, an employee shall be deemed to be in probationary status and will be so notified in writing at time of hiring. Failure to give such advance notice does not mean that a new employee is not probationary. At any time during this six-month period, probationary employees may be discharged by INDG with or without just cause, without challenge by the Guild.

2. Part-time:

a. Employees regularly employed on a part-time basis of one half or more of the regularly scheduled workweek shall receive, at a pro rata scale, all benefits of this Agreement, except as otherwise specified in this Agreement and except as otherwise provided in the retirement plan documents as amended from time to time by INDG. The calculation for pro rata benefits shall be adjusted at least quarterly to reflect any additional straight-time hours worked by part-time employees over and above their regularly scheduled hours.

b. Employees who have been continuously employed on both a part-time and a full-time basis shall receive all the benefits of this Agreement, with credit for combined years of continuous employment in both part-time and full-time employment. Severance pay for such employees shall be based on the employee's weekly pay at the time of dismissal, except where employees have been required by INDG to reduce their hours of regular employment within the twelve (12) months immediately preceding discharge, in which case severance shall be based on the average number of hours worked by the employee prior to said reduction. Severance based on the average number of hours worked by the employee immediately prior to a reduction in hours required by INDG also shall be paid to an employee who voluntarily resigns within the twelve (12) months immediately following such reduction in hours. All other benefits of this Agreement shall be based on such employee's current classification.

c. In the event of a curtailment of work, a full-time employee may be asked to take part-time employment in lieu of being discharged.

d. No part-time employees covered by this Agreement shall be reduced below one-half of the regularly scheduled workweek or be replaced by other part-time employees working less than one-half the regularly scheduled workweek, for the purpose of depriving them of the benefits of this Agreement.

3. Temporary:

a. "Temporary employees" are those hired to fill any temporary staffing needs in any work unit for a period not to exceed the longer of (i) twelve (12) months or (ii) the duration of a temporary project or, when the temporary is filling in for a regular employee on leave, the duration of the regular employee's leave, unless the period is extended by mutual agreement of the parties hereto.

b. In filling temporary staffing needs, INDG has the right to hire temporary employees directly as INDG employees or to contract for temporary staff through a staffing agency. INDG temporary employees on INDG's payroll for less than twelve (12) months, or for the duration of a special project or leave coverage, are not covered under the terms of this Agreement. Staffing agency personnel shall not be considered or deemed employees for purposes of this Agreement and are not covered under its terms. Except for a startup or shutdown under Section 3(c) below or projects or leave coverage lasting more than twelve (12) months, a staffing agency employee must either be converted to a permanent, regular INDG employee or terminated after twelve (12) months in the same position. For the period that a temporary is temporarily filling a vacant regular full-time position in the unit, INDG will continue to post the position and seek a regular employee to fill it.

c. Temporary employees or temporary staffing agency personnel may also be hired to assist with the startup or shutdown of a publication or other product. The startup or shutdown period shall not exceed twelve (12) months, unless the period is extended by mutual agreement of the parties. At the end of the startup or shutdown period, INDG employees who accepted internal temporary transfers or temporary staffing agency personnel may be made permanent in the new position or, in the case of INDG employees, returned to the position occupied before transfer. Temporary positions made permanent after the startup period shall be exempt from posting under Article XX only if the positions are immediately filled by the INDG employees who accepted internal temporary transfers to the position or filled by the temporary agency employee.

d. A temporary employee on INDG's payroll who has become, or becomes, a regular employee in the same position without a break in service shall have as their date of employment the date that INDG hired the employee as a temporary employee (i) for purposes of the probationary period in paragraph 1 above and (ii) for purposes of benefits under this Agreement; this exception does not apply to temporary staffing agency personnel.

e. A temporary staffing agency employee who becomes a regular INDG employee in the same position without a break in service shall have as his or her date of employment the date the employee began as a temporary staffing agency employee at INDG solely for purposes of the probationary period.

f. Nothing in this Section 3 limits INDG's rights in Article XXVI(2) (Work Assignments).

4. Call-in: Call-in employees are those that work an irregular schedule averaging less than half the regular workweek of 37.5 hours.

### **ARTICLE III —UNION SECURITY**

1. Each present member and each employee who shall subsequently become a member of the Guild shall, as a condition of employment, maintain membership in the Guild in good standing except as provided in paragraph 2 below.

2. Membership in the Guild may be terminated by email or other written notice to the Guild and INDG (with a signed form attached) during the fourteen (14) days after each contract signing anniversary date and upon expiration of this Agreement. Termination of membership and the dues check off authorization shall become effective thirty (30) days after the date of the notice to the Guild and INDG.

### **ARTICLE IV—CHECK OFF**

1. Upon individual authorization in writing, INDG will deduct from the employee's pay and pay over to the Guild not later than the fifteenth day of each month membership dues levied by the Guild for the current month. Such membership dues shall be deducted from the employee's earnings in accordance with a schedule furnished INDG by the Guild. The Guild must promptly notify INDG of changes in the dues schedule that apply to INDG employees, and INDG will have thirty (30) days from the notice to implement such changes.

2. The individual written authorization provided for herein shall be valid for the term of the Agreement unless revoked by email or other written notice from the employee to INDG and the Guild (with a signed form attached) during the fourteen (14) days following each anniversary of the signing of this Agreement and upon expiration of this Agreement. Otherwise, the authorization shall be automatically renewed and irrevocable.

3. The Guild agrees that the final paragraph of the individual authorization for check off of dues shall read as follows: "I agree to indemnify and save INDG harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by INDG in compliance with

the terms of this authorization.” In addition, the Guild agrees to indemnify INDG for any claims made in connection with dues and fees collected consistent with the Guild's certification or in connection with membership, dues and fees information provided by the Guild to unit employees. INDG 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.

## **ARTICLE V—UNION ACCESS/RIGHTS**

1. Stewards. For the purpose of administering this Agreement, there shall be a reasonable and adequate number of stewards, not to exceed one for every twenty employees. Each steward shall be assigned to a specific work group or work groups, and in general the jurisdiction of one steward shall not overlap that of any other steward. The Guild shall furnish INDG with a list of the names of the stewards and the work groups they represent. The Unit Chairperson shall select seven individuals, preferably, but not limited to, individuals serving as stewards, to assist in the handling of grievances and to ensure uniformity of treatment and policy; however, no more than two Guild representatives (plus the grievant) shall participate in formal grievance sessions with INDG. INDG also shall be limited to two representatives (plus the manager/supervisor) at formal grievance sessions. INDG shall compensate union stewards for reasonable time spent investigating or handling complaints and grievances and attending grievance meetings and arbitration proceedings. Stewards shall account for their time spent on Guild issues on their time cards by designating ‘Guild Leave.’

2. Office Space. INDG no longer provides non-employee Guild staff with office space in INDG’s facilities, but will provide a file cabinet for the Guild’s use at a location in the Arlington offices determined by INDG.

3. Bulletin Boards. The Guild shall be provided with bulletin space by INDG for posting of notices concerning Guild activities in each copy or work room where Guild employees pick up their outside and intra-office mail; these bulletin boards are the only places where Guild literature may be posted or distributed on INDG property. INDG reserves the right to question the propriety of such notices.

4. Guild Staff Access.

a. Upon advance email or voice notice to INDG’s Chief Human Resources Officer (“CHRO”) or designee, and subject to compliance with this paragraph 4, non-employee Guild staff representatives will be allowed access to INDG’s premises for purposes of representing employees covered under this Agreement. Representational purposes do not include organizing activities, signing-up members, distributing union literature, union business meetings,

steward training, union orientation meetings, or other Guild institutional activities.

b. Non-employee Guild staff agree to comply with all building security and access procedures applicable to other visitors to INDG locations while on INDG's premises (e.g., signing in and getting a badge). INDG will not deny access to non-employee Guild staff representatives for representational purposes so long as they comply with INDG's notice and access policies as they apply to other visitors and do not disrupt or interfere with normal business activities or interrupt employees during their working time.

5. Union Meetings.

a. The Guild must notify INDG and request advance permission in writing to reserve a conference room on INDG's premises, which can only be used for representational purposes as defined in paragraph 4(a) above (with or without non-employee Guild Staff present); such requests must be directed to the CHRO or designee and shall not be unreasonably denied. INDG will allow the Guild to reserve the conference room if available at the time of the request and to use the space at the requested time in the absence of intervening business needs; however, the denial of use of a conference room for business needs is not subject to the grievance and arbitration provision of this Agreement. INDG will grant permission for the Guild to use meeting space for general membership meetings for representational purposes up to twelve (12) times a year and once per week during bargaining.

b. For the term of this Agreement, INDG will provide the Guild with a designated conference room, subject to availability, to conduct unit and Local elections on its premises, provided that the Guild secures advance permission for use of an available conference room for this purpose and does not disrupt INDG's business operations.

## **ARTICLE VI—SAFETY**

1. Safety Committee.

a. There shall be a INDG Safety Committee, consisting of six (6) members. It shall include three (3) representatives from the Guild appointed by the Unit Chairperson. The committee shall monitor the workplace to ensure safe working conditions, investigate safety complaints, evaluate and review emergency response plans and make recommendations to INDG. INDG shall make written response to recommendations within thirty (30) days of receipt of such.



b. The Safety Committee will continue to meet and confer over INDG's safety protocols related to COVID-19 or other pandemic infectious diseases (e.g., testing, masking, distancing). The committee will meet at least once every quarter, upon the request of either party, during any period of an infectious disease pandemic. Nothing in this provision limits INDG's rights under Article VIII (Functions of Management) to increase, modify, relax or eliminate such safety protocols for Guild-covered employees on the same basis as INDG's non-represented employees.

c. If INDG establishes a new pandemic disease safety policy applicable to unit employees (e.g., Mandatory Vaccination Policy), INDG will, upon request, bargain with the Guild over the effects of such new policy in accordance with the terms of Article VIII(2)(a).

2. INDG shall provide for periodic tests, as determined by the Safety Committee, for radiation emissions and other safety hazards on electronic machines, equipment, apparatus, or processes and for air quality. The results of such tests shall be made available to the Guild through one of its members on the Safety Committee.

3. Adjustable chairs, arm or wrist rests, and foot rests shall be provided, upon request, for employees operating applicable electronic equipment.

4. INDG has the right to monitor work related calls to assist in providing feedback. INDG will not secretly listen in on employee telephone calls.

5. INDG will periodically provide employees with general information on criminal activity on INDG-owned and/or leased property (in Arlington, VA and Washington, DC) that has been formally reported to INDG, as appropriate, at the same time that it provides such information to all INDG employees.

6. Any safety-related trainings offered to or required of non-bargaining unit employees will be offered to bargaining unit employees, including AED and CPR training.

7. Security Cameras.

a. In connection with security and safety concerns, including the need to investigate or protect against theft, violence, destruction of INDG property or any other illegal activities, INDG has the right in its discretion to install and monitor surveillance cameras in both work areas and non-work areas.

b. Before implementing new surveillance equipment in work areas of Guild-covered employees, INDG will offer to meet and confer with the Guild

on a confidential basis, but will not be required to disclose the locations of any new surveillance cameras. INDG will provide the specific reasons for installing surveillance equipment in a work area, 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 used to assess or evaluate employees' job performance. In addition, such images 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. INDG 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.

d. The rights set forth in this paragraph 7 will continue both during the term of this Agreement and after its expiration.

## **ARTICLE VII—INFORMATION**

### **1. Information to the Guild.**

a. INDG shall supply the Guild and the Unit Chairperson with an electronic list containing the following information for all employees in the unit as of the effective date of this contract and every six (6) months thereafter: Name, address, date of birth, classification and salary, INDG section, sex, and race.

b. INDG shall inform the Guild and the Unit Chairperson at monthly intervals in electronic form of (a) merit increases granted by name of the employee, individual amount, previous salary, resulting new salary, and effective date and bonuses; (b) automatic increases paid by name of the employee, individual amount, resulting new salary, and effective date; (c) changes in classification by name of employee, any salary changes by reason thereof, and effective date; (d) name, date of hiring, race, classification, gender, and salary of all new hires and transfers into the Unit; (e) resignations, retirements, deaths of employees; (f) changes in the names of employees; (g) copies of new and revised job descriptions; (h) name, date of hire, classification, salary, and purpose of hire for all temporary employees on the INDG payroll; (i) transfers to positions excluded by INDG, including name of individual transferred and position

transferred to; (j) newly created excluded positions, including the name of the individual hired; (k) additional excluded positions, including the name of the person hired; (l) list of current open positions in the bargaining unit.

2. Personnel Records.

a. INDG shall, upon the written request of an employee, provide the employee access to their personnel records, whether electronic or hard copy. The Human Resources Office will schedule the time for review of hard-copy personnel records as soon as practical. The files may not be removed from the Human Resources Office and must be reviewed in the presence of a Human Resources staff member.

b. Information contained in employee personnel files shall not be given to any party outside the company without permission of the employee(s) about whom the information is requested, subpoena or other legal process excepted.

c. The Guild Chairperson, Local, and members of the Grievance Committee shall be permitted prompt access to such documents and records as are necessary for the purpose of conducting official unit business.

## **ARTICLE VIII—FUNCTIONS OF MANAGEMENT**

1. Management Rights. Except as limited by a specific term of this Agreement, it is expressly understood and agreed by the parties hereto that nothing contained herein alters or is intended to alter the exclusive right of INDG to manage the business, including but not limited to the following rights:

- to manage, operate and change INDG's facilities and locations;
- to direct its employees;
- to direct, plan and control all operations;
- to determine the work assignments of employees covered by this Agreement and the number of employees needed to perform such work;
- to determine the qualifications and responsibilities of employees;
- to create new bargaining unit positions, to change the titles and duties of current unit positions, and to adjust salary grades based on duties;
- to develop and implement performance evaluation programs;
- to set performance standards, goals or objectives for employees;
- to establish and/or change existing operational methods, materials, equipment and facilities;
- to manage, operate, and/or change business systems, platforms and technology;

- to manage, operate and/or change procedures and technology for employees to sign into or out of INDG's facilities and systems;
- to select and hire employees;
- to determine and evaluate the competency of employees;
- to schedule days and hours of work;
- to promote, transfer, suspend, discipline and discharge employees;
- to reorganize and restructure its operations;
- to lay off employees;
- to establish or modify safety protocols for accessing and/or working in INDG facilities, including vaccinations for pandemic infectious diseases;
- to determine all editorial and content matters; and
- to divest, change or otherwise determine the scope and direction of its businesses.

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 INDG's rights. Except as otherwise provided in this Agreement, INDG's exercise of its rights under this provision shall not be subject to arbitration.

2. Company Policies.

a. Employees covered by this Agreement are subject to the policies that apply generally to all INDG employees, including INDG policies prohibiting discrimination and harassment and other workplace policies generally applicable to INDG employees. INDG may establish, modify or rescind INDG policies, standards of conduct and related procedures. INDG will provide the Guild with advance notice of any new policy or material change to any existing policy materially affecting bargaining unit employees and, upon request, bargain in good faith with the Guild for a period of fifteen (15) business days from the date of notice to the Guild (which period may be extended by mutual agreement); if INDG and the Guild are unable to reach an agreement on the new policy or changed policy by the end of the fifteen (15) business day notice period (or agreed-upon extension), INDG has the right to implement its final proposal without further bargaining or arbitration with the Guild.

b. Employees may on an annual basis be presented with a copy of INDG policies and be required to sign an acknowledgement that they understand and will comply with INDG policies.

3. Past Practices. INDG and the Guild agree that there are no mutually acknowledged past practices, other than interpretative ones, that have any contractual or otherwise legally enforceable application.

4. Duration. INDG's rights set forth in this Article shall continue both during the term of this Agreement and during any hiatus period after its expiration.

## **ARTICLE IX—NO DISCRIMINATION**

1. Union Activities. There shall be no discrimination against any employee because of membership or activity in the Guild.
2. Non-Discrimination. It is mutually agreed by INDG and the Guild to continue the present practice of prohibiting discrimination because of sex, sexual orientation, gender identity, race, creed, color, national or ethnic origin, ancestry, age, marital or parental status, pregnancy, genetic predisposition or carrier status, political belief, religion, physical or mental disability or military or veteran status.
3. Committee. In order to ensure that the fair employment principles stated herein are given affirmative and positive support by the Guild and INDG, each party shall appoint at least five (5) members to a standing committee which shall meet at least quarterly, or at other times at the request of any two (2) members of the committee, and which shall be empowered to make recommendations to the Guild and to INDG to effectuate the purposes of this Article. The standing committee may make recommendations to the Guild and INDG for the establishment of programs to upgrade employee skills and knowledge as preparation for job advancement. The Guild and INDG shall respond to recommendations of the committee within a reasonable period of time.
4. Policy. INDG's Human Resources Department will continue to distribute its policies relating to discrimination and harassment to employees on an annual basis, requiring employees to certify that they have read and understand the policies, including INDG's reporting and claim filing procedures.

## **ARTICLE X—MINIMUM SALARIES**

1. Minimum Salary Scales.
  - a. Effective the beginning of the first payroll period following the signing of this Agreement, the minimum salary scale shown in Appendix A to this Agreement as of March 1, 2017 will be increased by two-and-a-half percent (2.5%). Any employee whose salary falls below the new minimum for their salary range will receive an adjustment to the new minimum on that date, in addition to any other increase they may be entitled to receive under this Article.
  - b. The minimum salary scales in Appendix A will not otherwise be increased during the term of this Agreement.

2. There shall be no pay cuts during the life of this Agreement except by agreement of the parties.

3. Salaries shall be paid bi-weekly. INDG has the discretion to switch to a twice-per-month pay system. INDG will consult with the Guild at least ninety (90) days in advance to discuss the logistics of the changeover.

4. All salary actions shall be calculated based on current hourly wage rates or weekly salary, with the resulting new salary rounded to the nearest cent.

5. Annual Increases.

a. Effective the beginning of the first payroll period following the date of contract signing, each non-probationary unit employee will receive a minimum salary increase, in accordance with their band and performance rating as set forth below:

Rating/Band	A	B	C	D	Spread
1	6 % +	6 %+	6%+	6 %+	5%
2	5.75%	5.5%	5.25%	5%	25%
3	5.5 %	5%	4.75%	4.5%	50%
4	3 %	3%	3%	3%	15%
5	2%	2%	2%	2%	5%

In addition, conditional on reaching a comprehensive tentative agreement with the Guild on a successor contract on or before February 28, 2022 that is promptly ratified and signed, INDG will provide a one-time ratification incentive bonus of \$3,000 (less required deductions) to all Guild-covered employees as soon as practical after contract signing.

b. Effective the beginning of the first payroll period following the first anniversary of contract signing, each non-probationary unit employee will receive a minimum salary increase, in accordance with their band and performance rating as set forth in below:

Rating/Band	A	B	C	D	Spread
1	4% +	4% +	4% +	4% +	5%
2	4%	3.75%	3.5%	3.25%	25%
3	3.75%	3.25%	3%	2.75%	50%
4	1.75%	1.5%	1.5%	1.25%	15%
5	1%	1%	1%	1%	5%

c. Effective the beginning of the first payroll period following the second anniversary of contract signing, each non-probationary unit employee will

receive a minimum salary increase, in accordance with their band and performance rating as set forth in below:

Rating/Band	A	B	C	D	Spread
1	4% +	4% +	4% +	4% +	5%
2	4%	3.75%	3.5%	3.25%	25%
3	3.25%	3%	2.75%	2.75%	50%
4	1.5%	1.25%	1.25%	1%	15%
5	0%	0%	0%	0%	5%

d. INDG’s decisions on allocating increases above the minimum increases set forth in paragraphs (a), (b) and (c) above to individual employees, in whatever amounts, shall not be subject to the grievance and arbitration provision of this Agreement.

e. The guaranteed increases provided under this paragraph 5 will be prorated in the first year of employment for new employees who successfully complete their probationary periods.

6. Individual Performance Bonuses. In addition to the guaranteed increases set forth in paragraph 5 above, INDG will award non-probationary employees performance-based bonuses annually in February 2023, 2024 and 2025 from an annual bonus pool totaling a minimum of three percent (3%) of the eligible (full or prorated) base salaries of unit employees on the payroll as of December 31 of the prior year; this December 31 date refers solely to the date for taking a snapshot of eligible (full-time or prorated) base salaries of unit employees for purposes of determining the total bonus pool. Individual performance bonuses will be paid in individual lump sum payments, less required deductions. The minimum bonuses to be paid in February 2023, 2024 and 2025 based on performance are set forth below, and will be prorated in the first year of employment for new unit employees who have successfully completed their probationary periods. These performance bonuses will only be paid to non-probationary unit employees who are actively working on the payroll, or on an approved leave (other than long-term disability), on the February bonus payment date and will be paid to unit employees only if they have received a performance review and a performance rating of 1, 2, 3, or 4 during the evaluation period immediately preceding the bonus payment date (covering the January to December 31 evaluation period):

Rating/Band	Minimum Bonus
1	3%
2	2%
3	1%
4	\$500
5	0

INDG's decisions to award, or not award, performance bonuses to individual employees in excess of these minimums, in whatever amounts, shall not be subject to the grievance and arbitration provision of this Agreement.

7. Merit Pay. In addition to increases and bonuses provided in paragraphs 5 and 6 above, INDG may at any time pay employees additional merit bonuses and/or increases based on performance. INDG's decisions to award, or not award, additional merit bonuses and/or increases to individual employees, in whatever amounts, shall not be subject to arbitration under this Agreement.

8. When a salary increase within the same grade results in a new annual salary that falls within a higher band of the grade, the higher band into which the new annual salary falls shall become the employee's band.

9. Promotion Increases.

a. When an employee is promoted into a different job in a higher grade, the employee shall receive a promotional increase that is the greater of (a) the amount necessary to take the annual salary to the minimum of the new grade or (b) an amount that the employee individually negotiates with the manager under Article XI in connection with the promotion or (c) 5.00% of their current annual salary.

b. Notwithstanding the foregoing paragraph 9(a), if an employee receives a promotion fewer than six (6) months preceding the annual increase payment provided in paragraph 5(a), the promoted employee will receive the greater of:

i. The difference between the employee's promotional raise and the annual increase provided for in paragraph 5(a), or

ii. The annual increase multiplied by the fraction of whole months elapsed between the date of promotion and the date of the annual increase and six (6) months; for example, an employee promoted at or over four months prior to the annual increase would have their annual increase multiplied by 2/3 (four months out of six).

10. Time spent in a position to which an employee has been temporarily transferred shall count as time spent in the employee's regular position.

11. INDG has no obligation to continue to pay the wage increases and bonuses in paragraphs 5, 6, and 7 above after contract expiration as part of any status quo period prior to the execution of any successor contract.



## **ARTICLE XI—INDIVIDUAL BARGAINING**

INDG recognizes the right of individual employees to bargain for wages or conditions better than those provided herein and the right of the Guild to intercede for such employees.

## **ARTICLE XII—HOURS AND OVERTIME**

### 1. Workweek.

a. The regular full-time workweek is 37.5 hours per week. INDG may schedule full-time employees to work either a five (5) day work week or a four (4) day work week, totaling 37.5 hours, based on INDG's operational needs. Full-time employees shall have two (2) scheduled consecutive days off per week, which may or may not include weekend days.

b. INDG may require employees to work in excess of 37.5 hours in any week or 7.5 hours in any one day. When such work is required, the employee shall be paid at the straight-time rate for up to forty (40) hours actually worked in a single work week.

### 2. Overtime.

a. Overtime work, which may be required of any employee, is work in excess of forty (40) hours in a single work week and shall be compensated at an hourly rate equal to one and one-half times the employee's regular straight-time hourly rate for all hours worked in excess of forty (40) hours in a single work week. For purposes of this Article, hours worked shall include only hours actually worked and paid holidays.

b. An employee has the right to request excuse from overtime for bona fide personal reasons, and this request shall be granted unless no other appropriate employee is available.

c. Employees eligible for overtime pay under this provision must accurately report the number of regular and overtime hours actually worked. Such overtime-eligible employees are not permitted to work hours outside their scheduled shift unless specifically authorized by a manager or supervisor.

d. Any overtime-eligible employee required to report to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay at the appropriate straight time rate (for under forty (40) hours per week) or overtime rate (for over forty (40) hours per week).

3. Overtime Exemptions. Employees in positions or classifications that are exempt from the overtime provisions of the Fair Labor Standards Act, and whose position is Grade 9 or above and whose salary is above the maximum for Grade 9, Band B, are not eligible for overtime pay under this Article. Such employees instead shall be given compensatory time in an amount equal to the hours they worked in excess of forty (40) hours in any workweek. Compensatory time off shall be taken no later than twenty (20) weeks after it has accrued and shall be forfeited if not taken within that period. Employees must take compensatory time off in increments of at least four (4) hours, or a lesser amount of time that exhausts the employee's compensatory leave accrual, unless by mutual agreement some lesser period is determined to be proper. Compensatory time will not be paid out at any time, including upon separation of employment.

4. Shifts.

a. The salary of any full-time overtime-eligible employee who is required to begin work between 4 p.m. and 11:59 p.m. shall be increased for that shift by ten (10) percent. The salary of any overtime-eligible employee who is required to begin work between midnight and 4:59 a.m. shall be increased for that shift by fifteen (15) percent. The salary of any full-time overtime-eligible employee whose regular schedule includes a Saturday or Sunday shift shall be paid a ten (10) percent differential for such shift; provided that employees currently on the payroll as of the signing of this Agreement who receive a fifteen (15) percent differential for Sunday shift work in the Engagement Department will continue to receive such differential while working that shift. Employees who request to work on a Saturday or Sunday, instead of one of their other regularly scheduled work days, will not be paid a differential for that accommodation.

b. Employees shall be given at least seventy-two (72) hours' advance notice by INDG of a change in shift assignment of two (2) weeks or less and four (4) weeks' advance notice for longer term change in shift assignment. Advance notice is not required in cases of emergency.

c. An overtime-eligible employee who has worked continuously on any shift for a period of twelve (12) consecutive weeks or more and is assigned by INDG to another shift for a period not exceeding six (6) consecutive weeks will be paid at the higher shift differential for such period.

5. Travel Time. Employees entitled to overtime under this Article who are required to travel to and from out-of-town assignments after the regular workday or on scheduled days off shall be paid consistent with the Fair Labor Standards Act. Employees entitled to compensatory time under this Article who are required to travel to and from out-of-town assignments after the regular workday or on scheduled days off shall be given compensatory time for all travel hours that would be compensable for an hourly worker under the Fair Labor Standards Act.

6. Part-time Employees. INDG will determine in its discretion the number of part-time employees to employ and the schedules of part-time employees, including the number of hours worked. Part-time hourly employees shall be paid at the overtime rate for all hours actually worked in excess of forty (40) hours in a single work week.

## **ARTICLE XIII—HOLIDAYS**

1. Paid Holidays. The following holidays or the days legally observed as such shall be granted, without loss of pay, to all employees: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving, and Christmas. Part-time employees shall be paid for all holidays on a pro rata basis, rounded to the nearest quarter hour. For example, a part-time employee who is regularly scheduled to work thirty (30) hours per week (80% of full-time schedule) shall be paid six (6) hours of holiday pay (80% of 7.5 hours) for all holidays.

2. Work on Holidays.

a. A full-time employee working at the request of INDG on any of the above-listed holidays shall be paid for that week at regular salary plus three-tenths of that amount.

b. A part-time employee working at the request of INDG on one of the above-listed holidays shall be paid at the appropriate hourly rate for the number of hours worked on such holidays, plus equal amount.

c. When INDG desires any employee to work on one of the above-listed holidays, INDG shall make the request to the employee not less than three (3) days in advance of the holiday, except in cases of emergency. Except for Section 4 of this Article and for emergencies, no employee shall be required to work on a listed holiday, however, in the absence of a three (3)-day notice.

d. Holiday work, including exchange opportunities described in paragraph 4, shall be distributed and rotated as equally as possible among interested employees within each department/unit.

3. Weekend Holidays. INDG shall follow the leave policy of the Federal Government applicable to employees in the Washington, D.C., area with respect to INDG-recognized holidays which occur on Saturday or Sunday.

4. Holiday Exchange. A manager of a department/unit may, at their discretion, allow employees to work on the holidays listed below in exchange for another day during the same calendar year:

Presidents' Day

Indigenous Peoples' Day

Veterans' Day

Employees who work on a INDG-recognized holiday, in exchange for a paid day off on another day, will not be paid Holiday Pay under paragraph 1 above.

## **ARTICLE XIV—ANNUAL LEAVE**

1. Accrual. Full-time employees shall earn annual leave with pay on the basis of the following schedule of continuous service with INDG at the rate of:

a. Three (3) weeks per year (accrued at a rate divided equally per pay period) during the first five (5) years of service;

b. Four (4) weeks per year (accrued at a rate divided equally per pay period) during the sixth year through fourteenth year of service;

c. Five (5) weeks per year (accrued at a rate divided equally per pay period) during the fifteenth year of service and thereafter.

Effective January 1, 2023, full-time employees shall earn annual leave with pay on the basis of the following schedule of continuous service with INDG at the rate of:

a. Three (3) weeks per year (accrued at a rate divided equally per pay period) during the first three (3) years of service;

b. Four (4) weeks per year (accrued at a rate divided equally per pay period) during the fourth year through thirteenth year of service;

c. Five (5) weeks per year (accrued at a rate divided equally per pay period) during the fourteenth year of service and thereafter.

2. Usage. Annual leave may not be taken until credited and may not be taken in increments of less than a quarter hour. Annual leave shall be credited each pay period, as earned. Employees are responsible for accurately reporting the number of vacation hours actually taken.

3. Carry Over.

a. As of December 31 of 2022, accumulated annual leave may not exceed two (2) weeks plus the number of weeks being earned annually (according to the schedule in Paragraph 1 above) as of December 31, as shown below:

	Leave Being Earned Annually As of December 31		
	5 weeks	4 weeks	3 weeks
Maximum Carryover	7	6	5

b. No earlier than December 31, 2023, accumulated annual leave may not exceed the total number of weeks being earned annually (according to the schedule in paragraph 1) as of December 31:

	5 weeks/year	4 weeks/year	3 weeks/year
Maximum Carryover as of December 31, 2023	5	4	3

No earlier than December 31, 2024, accumulated annual leave may not exceed the total number of weeks being earned annually (according to the schedule in paragraph 1) as of December 31:

	5 weeks/year	4 weeks/year	3 weeks/year
Maximum Carryover as of December 31, 2024	4	3	2

c. Annual balances as of December 31 that are in excess of the maximum described in section 3(a) and 3(b) above shall be forfeited.

#### 4. Vacation Scheduling.

a. An employee shall have the right, subject to the requirements of the business, to select annual leave periods in accordance with the employee's length of service with INDG, the senior employee in each section exercising first choice; provided, however, that a senior employee may not exercise seniority rights that would require a junior employee to cancel an approved annual leave during the two weeks before a holiday. The employee shall have the right to take the full amount of accrued annual leave in consecutive weeks if desired, provided this does not (a) interfere with the operation of the business, or (b) deprive another employee of the opportunity to have a two-week annual leave in the period between June 1 and September 15.

b. Annual leave is to be scheduled at least one (1) week in advance, except in emergencies. The supervisor may refuse annual leave timely requested in advance only if business requirements necessitate it, and every possible consideration shall be given to such requests. Annual leave which is postponed

at INDG's request may be carried over into the succeeding year, notwithstanding the provisions of Paragraph 3 above.

c. Should a holiday be observed on a regular working day during an employee's annual leave, the day shall be added to the length of the annual leave.

5. Payment Upon Separation.

a. An employee who has completed the initial six (6)-month probationary period and who resigns or who is discharged shall be paid for any annual leave earned but not taken, provided that in cases of resignation, at least two (2) weeks advance notice of the date of resignation is given in writing to INDG.

b. In the event of an employee's death, annual leave earned but not taken will be paid to the employee's estate.

6. Service. Annual leave taken under the provisions of this Article shall not constitute a break in continuity of service and shall be counted as time worked in the computation of all benefits provided in this Agreement, with the exception of overtime pay and the computation of eligibility for FMLA coverage.

**ARTICLE XV—SICK, PARENTING, BEREAVEMENT,  
PERSONAL, VOTING TIME**

1. Sick Leave.

a. Accrual. Sick leave shall be credited to full-time employees on the basis of one (1) day per four (4) weeks of active service up to a maximum of thirteen (13) days per year. Sick leave may be accumulated up to a maximum of seventy-five (75) days.

b. Uses.

i. Employees may use sick leave when they are unable to work due to their own injury, illness, or medical condition or for their medical care, treatment, or diagnosis.

ii. Employees may use their sick leave to care for their sick children, including adult children who are incapable of self-care because of a mental or physical disability at the time the leave commences.

iii. In any given calendar year period, an employee may take up to fifteen (15) working days of accumulated sick leave to care for a spouse, parent, or one acting as a parent, or cohabitating life-partner, provided

that said relation and the employee have provided FMLA certification of the illness. Sick leave that is not supported by such certification must be recorded as either annual or personal leave or leave without pay.

c. Notice. Employees using sick leave must provide INDG with reasonable advance notice of the need to use sick leave. For foreseeable leave (e.g., a medical appointment), employees must provide at least seven (7) days' written notice. For unforeseeable leave, an email, text message or voicemail 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 as possible.

d. Documentation. If an employee uses sick leave that exceeds three (3) consecutive work days, INDG may require the employee to submit documentation from an appropriate health care provider.

e. Separation from Employment. Upon separation, employees will not be paid for any accrued but unused sick leave. Sick leave cannot be used for non-covered purposes to extend the date of an employee's separation from employment.

f. Misuse of Sick Leave. Employees who misuse sick leave are subject to disciplinary action under this Agreement.

g. State Laws.

i. Waiver. INDG 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 ("Act"), and agree to waive any requirements of the Act that are inconsistent with this Agreement.

ii. Coordination With Leave Funds. If an eligible employee is entitled to paid sick or medical leave benefits through a centralized fund created under federal, state or local laws, the employee must apply for all available benefits. Any benefit that the employee is deemed eligible to receive (or would have been eligible had they applied) will offset the employee's paid sick leave under this Article so that there is no duplication of benefits.

h. Donation Program. During the term of this Agreement, employees may elect voluntarily to donate up to 37.5 hours of their accumulated sick leave to other employees if the receiving employee (a) is on approved leave without pay under the Family and Medical Leave Act or any state family and medical leave law; and (b) has exhausted all sick leave, vacation, personal leave and other paid leave available to the employee. INDG will administer the sick leave donation program.

3. Parental Leave.

a. General. Eligible employees will be allowed time off to care for a newborn child or a newly-placed adopted or foster child as provided under the Family and Medical Leave Act (“FMLA”), this Agreement, and INDG’s FMLA and Parental Leave policies.

b. Paid Leave.

i. In addition to the paid parental leave provided in paragraph 3(b)(ii) below, effective as soon as practicable after signing this Agreement, INDG will amend its Short-Term Disability Plan (“STD Plan”) to provide INDG employees who give birth with coverage at 100% of their base salaries for the period of their birth-related disability. The terms of the STD Plan will govern the payment of STD benefits, and employees will be required to provide the plan administrator with documentation supporting their birth-related disability.

ii. Full-time employees who have been continuously employed at INDG for at least one (1) year are eligible for four (4) weeks of paid parental leave within the first ninety (90) days prior to and/or following the expected birth or adoption of a child (who is not already a step child). Employees who certify to INDG that they are the primary caretaker for their new child may take an additional twelve (12) weeks of paid parental leave. For parental leaves beginning after the date of contract signing, the primary caretaker parental leave in this paragraph (b)(ii) will increase by two (2) weeks, to a total of fourteen (14) weeks.

c. Use. Parental leave must be used within twelve (12) months of the birth or placement of a child.

d. Unpaid Leave. Eligible employees may take unpaid parental leave, after they exhaust the paid leave provided in paragraph 3(b) of this Article, for a total leave period that cannot exceed six (6) months (inclusive of paid leave and STD). Employees granted such an unpaid leave of absence will not be eligible for another unpaid leave for twenty-four (24) months from their return from leave, unless otherwise provided by law. In special circumstances, and operations permitting, unpaid leave may be extended with the approval of the CHRO and the employee’s manager.

e. Use of Other Paid Leave. Employees may use accrued vacation, sick and personal leave during any otherwise unpaid portion of parental leave.



However, employees may not use vacation, sick and personal leave to extend the maximum paid and unpaid leave periods (over a twelve (12) month period) as provided in this Article.

f. STD and Insurance. INDG will maintain group medical benefits for employees, who will be responsible for continued payment of their share of the premiums, during the period of parental leave.

g. Coordination With Family And Medical Leave Laws.

i. Leave under this Article must be taken concurrently with any leave under the FMLA and any other family and medical leave provided for by federal, state or local law.

ii. If an eligible employee is entitled to paid family and medical leave benefits through a centralized fund created under federal, state or local laws, the employee must apply for all available benefits. Any benefit that the employee is deemed eligible to receive (or would have been eligible had they applied) will offset the employee's paid parental leave provided under this Article.

4. Bereavement Leave. Bereavement leave with pay, not to exceed 37.5 hours, shall be granted in the event of death of spouse, child, step-child, parent, step-parent, parent-in-law, one acting as a parent, cohabitating life-partner, grandparent, brother, or sister. An additional 7.5 hours of bereavement leave shall be granted to employees required to travel outside the continental United States to attend the funeral of one of the aforementioned parties.

5. Personal Leave. Each employee shall be allowed up to three (3) days of personal leave, all with pay, at any time during each calendar year, scheduling subject to the approval of INDG. Such leave shall not be cumulative and does not carry over year to year, shall not be charged against sick leave, and shall not be considered earned. New employees shall be credited with paid personal leave during the calendar year in which they are hired according to the following schedule: Hired before May 1 three (3) days; hired on or after May 1 and before September 1 two (2) days; and hired on or after September 1 and before December 1 one (1) day.

6. Voting Leave. Employees who are scheduled to work on election day, and who are registered to vote, shall receive up to two (2) hours off with pay that is necessary to enable them to vote in-person in their jurisdiction.

7. Continuity. Leaves taken under the provisions of this Article shall not constitute breaks in continuity of service and shall be counted as time worked

in the computation of all benefits provided in this Agreement, with the exception of overtime pay and the computation for eligibility for FMLA coverage.

8. Reporting. Employees are responsible for accurately reporting the number of paid leave hours actually taken. Employees who falsify records to support leave under this Article are subject to disciplinary action, up to and including termination.

## **ARTICLE XVI—LEAVES OF ABSENCE**

### 1. Personal Leaves of Absence.

a. INDG will consider an employee's written request for a personal leave of absence for fellowships, research or extended professional education that relates to the employee's journalistic or work-related development. INDG has the discretion to grant or deny such leave request.

b. During an approved personal leave under this paragraph, the employee must first exhaust available and accrued paid leave time prior to any unpaid portion of the leave. During the period of any unpaid personal leave, the employee will not accrue vacation or sick leave, and will be responsible for paying the full cost of the premiums for continued insurance, unless INDG and the employee agree otherwise in writing.

c. If an employee does not return to work from a personal leave under this paragraph by the end of the leave period that INDG grants, the employee will be deemed to have resigned their position at INDG.

2. Guild Leave. Leave for Guild business shall be granted to cover attendance by elected delegates at Communications Workers of America conventions and Guild Sector meetings or, in the case of an elected officer of the Guild, attendance at such regular meetings as may be required, provided, however, that not more than two (2) members of the Unit shall avail themselves of leaves of absence on Guild business in any one (1) year during the term of this Agreement, and such absences shall be limited to one (1) week at a time. Leave under this paragraph must be requested five (5) days in advance.

3. Service. Leaves taken under the provisions of this Article and the parental leave provisions of Article XV shall not constitute breaks in continuity of service. The paid period of any leave under this Article shall be counted as time worked in computing all benefits provided for by this Agreement except that holiday pay shall not be granted for holidays falling during such leave periods. Except for

unpaid parental leave under Article XV, unpaid leaves shall not be counted as time worked in computing all benefits provided in this Agreement except as required by law or in Article XXIX (Military Service) of this Agreement.

4. Insurance. Except for unpaid parental leave under Article XV above, if an employee is absent from work on an approved leave of absence for a period of thirty (30) days or more, INDG shall not be required to make INDG's premium contribution on behalf of such employee for any unpaid portion of the leave after such thirty (30)-day period.

5. Return to Work. Upon the conclusion of an approved leave of absence of no more than six (6) months, INDG shall return the employees to their former positions, or in the absence of same, to similar positions. If INDG decides to abolish the employee's position while the employee is on such leave of absence, INDG will provide prior notice to and consult with the Unit Chairperson. Unless otherwise provided under law, employees on unpaid leave for more than six (6) months who wish to return to work and are able to do so shall not be guaranteed a position, but may apply for available jobs.

6. Termination. In the event that an employee is discharged during the term of a leave of absence or at the conclusion thereof, the employee shall receive severance pay as provided in Article XXIII. The period of the leave of absence shall not be included in the computation of severance pay.

7. Benefits. Employees on leave of absence shall not continue to receive commuter benefits and are not eligible for life insurance, short-term or long-term disability, or other benefits that require active employment under INDG's Benefit Plans.

## **ARTICLE XVII—HEALTH AND WELFARE**

### 1. Full-Time Active Employees

a. Full-time and eligible part-time employees of INDG (as defined in paragraph 2 below) shall be eligible to participate in the Life, Accidental Death and Dismemberment, Health and Hospitalization, Dental, Vision Care, Prescription Drug, Short-Term Disability Insurance and Long Term Disability Insurance ("Benefits Programs") provided by INDG, in accordance with the terms of such programs and plan documents as they may from time to time be modified by INDG or insurance carriers. Administration of the Benefits Programs, including but not limited to the selection of plans, administrators, providers and insurers, shall reside solely in INDG's discretion. The Guild acknowledges this includes the right to change the types of plans offered (as long as INDG maintains

a PPO plan as an option if it implements a high-deductible plan), unbundle the dental plan and/or other plans from the medical and other components of the Benefits Program, and change plan design as provided in paragraph 3 below. INDG's rights to administer the Benefit Programs shall not be subject to arbitration or bargaining with the Guild.

b. Full-time and eligible part-time employees shall be eligible to participate in the Life, Accidental Death and Dismemberment, Short-Term Disability Insurance and Long Term Disability Insurance at no cost to the employee.

c. Bargaining unit employees will pay a percentage share of the premiums on the same percentage basis that INDG's managerial employees pay for insurance under the Benefits Program, which will be no greater than twenty percent (20%). Employees' share of the premiums shall be collected through payroll deductions, consistent with the terms of the Benefits Programs and in amounts reflecting employees' elections during annual Open Enrollment.

## 2. Part-Time Employees.

a. Consistent with the Patient Protection and Affordable Care Act as amended ("Affordable Care Act" or "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 INDG's medical insurance and prescription drug plans and will be eligible to participate in such plans on the same basis as full-time INDG employees while they remain on a regular part-time schedule of thirty (30) hours or more a week, subject to the provisions set forth in paragraphs 1 and 3 of this Article.

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 INDG's medical insurance and prescription drug plans and will be eligible to participate in such plans on the same basis as full-time INDG employees for the succeeding stability period set forth in paragraph 2(c) below, subject to the provisions set forth in paragraphs 1 and 3 of this Article.

c. The measurement procedure described in paragraph 2(b) above shall be as follows: during a regular measurement period that INDG selects in its discretion (for example, six or 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 Plans during the succeeding stability period (e.g., six or 12 months), based on their service hours during the measurement period.

d. Part-time employees who are scheduled to work twenty (20) or more hours per week, or who average twenty (20) or more hours per week under the measurement period in 2(c) above, shall be permitted to participate in the Benefits Programs in accordance with their terms.

3. Insurance Changes.

a. During the term of this Agreement and after its expiration, INDG has the right to make annual plan design changes, changes to the length of the measurement period and stability period described in paragraph 2 above, and changes in the benefits offered under the Benefits Programs, including changes in coverages, deductibles, out-of-pocket maximums, incentives, surcharges and co-payments, provided that such changes apply on the same basis to all full-time non-bargaining unit INDG employees covered under the Programs. In addition, INDG has the right to make changes in the Benefits Programs 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 federal or state requirements or to avoid penalties or taxes, provided that such changes apply on the same basis to all full-time non-bargaining unit INDG employees covered under the Programs.

b. In the event that (i) INDG implements changes to deductibles, co-payments, and out-of-pocket maximums (“OOP”) in its insurance plans in 2020 and 2021 and (ii) INDG does not elect in its discretion to provide employees with an alternative lower cost insurance plan option (e.g., an HMO), INDG agrees that such plan design changes will not result in employees incurring total in-network out of pocket medical expenses (excluding premiums) exceeding the lower of the maximum amount allowed by law and the following percentages of their salary:

Individual OOP (In Network)	\$3,000
Employee Plus One OOP (In Network)	\$6,000
Family OOP (In Network)	\$9,000

This paragraph 3(b) sunsets the day before the Agreement expires on March 11, 2025 and will have no further application after that date.

c. The changes authorized under this provision shall not be subject to arbitration or bargaining with the Guild. However, prior to making such changes, INDG will notify the Guild and will, upon request, meet and confer with the Guild about such changes.

4. Suspension of Coverage. INDG may terminate or suspend the coverage of any employee for reasons permitted under the terms of the Benefit Programs, including but not limited to the employee’s failure to contribute the employee’s

portion of the premium. INDG shall have no obligation to continue to contribute to the cost of insurance for employees engaged in any strike, sympathy strike or other work stoppage.

5. Retirees.

a. Employees hired after September 1, 2010, are not eligible for retiree health benefits.

b. The following provisions apply only to employees hired prior to September 1, 2010 who have retired from INDG or who retire during the term of this Agreement:

i. Except for Medicare-eligible employees, when employees hired prior to September 1, 2010 retire, they shall be eligible to participate in the health benefits that are provided to employees, in accordance with the term of such programs as they may from time to time be modified by INDG or insurance carriers. Effective January 1, 2018, eligible retirees will be required to pay a share of premiums equal to the greater of (i) the percentage share that active employees pay for premiums in the respective year or (ii) the percentage share determined under the provisions in paragraph 6 below.

ii. Medicare-eligible retirees are not eligible for coverage under INDG health benefit plans. In lieu of coverage under INDG's health care plans, INDG will provide tax-free monetary contributions to retirees to buy supplemental Medicare coverage for themselves, and their spouses. Contribution amounts will be \$3,000 annually for retirees and \$2,400 annually for retirees' spouses. The services of an external vendor will be provided free of charge to assist retirees in selecting coverage. INDG will pay the monetary contributions directly to the vendor for the retiree's use and that of their spouse/dependents. Any unused balance at the end of the year can be rolled over. Retirees and dependents who are eligible for Medicare must enroll for Medicare in order to receive the benefits set out in this paragraph.

iii. Effective January 1, 2017, current and future INDG retirees ceased being eligible to participate in the retiree programs described in paragraphs 5(b)(i) and (ii) above during such times as they are eligible for insurance coverage through another employer or receive coverage through a spouse, provided that any retiree who has ceased coverage under INDG's plans may return to INDG's plans only once.

iv. Those who retire under the Normal/Delayed option of the retirement plan with less than 10 years of service shall not be eligible for health benefits in retirement.

6. Retiree Premiums. Except as modified in paragraph 5 above, the terms and conditions for retiree participation in the health benefits that are provided to employees hired prior to September 1, 2010, shall be as follows:

a. For those who retire under the Rule of 70 option of the retirement plan, the retiree shall pay the full premium for himself and all covered dependents until the retiree reaches age 55. Thereafter, INDG shall pay a percentage of the premium for the retiree's coverage, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5), to the maximum of 95 percent, with the retiree paying a balance until the retiree is enrolled for Medicare. Also thereafter, INDG shall pay a percentage of the premium for the coverage of dependents, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 90 percent, with the retiree paying the balance.

b. For those who retire under the Regular Early (55/15) option or the Special Early (Rule of 85) option of the retirement plan, INDG shall pay a percentage of the premium for the retiree's coverage, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 95%, with the retiree paying the balance until the retiree is enrolled for Medicare. Also thereafter, INDG shall pay a percentage of the premium for the coverage of covered dependents, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 90 percent, with the retiree paying the balance.

c. INDG shall pay a percentage of the premium for the coverage of covered dependents, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 90 percent, with the retiree paying the balance.

d. A retiree's premium contribution for the retiree will not be increased by more than 30 percent in any year.

e. A retiree's premium contribution for the retiree's covered dependents will not be increased more than 30 percent in any year.

f. Deductibles and co-payments applicable to active employees and their dependents will continue to be applicable to retirees and their dependents.

7. Health Care Committee. INDG shall continue the joint committee established to study health care benefits. The committee shall consist of four members from the Guild, appointed by the Unit Chairperson, and four members from management. All necessary costs for the committee shall be paid by INDG.

8. EAP. INDG will continue to offer an Employee Assistance Program to unit employees on the same basis and the same terms as it provides to all other INDG employees.

## **ARTICLE XVIII—PENSIONS**

### 1. Pension Plan.

a. The INDG Employees' Retirement Plan ("Pension Plan"), as amended to comply with the Employee Retirement Income Security Act of 1974, provides eligible participants with the benefits set forth in the Plan, which is incorporated into this Agreement and will be amended to reflect the changes in this Article. The Plan was closed to new employees as of September 1, 2010, so that employees hired after that date are not eligible to participate in the Plan.

b. Effective December 31, 2019 (the "Plan Freeze Date"), participants in the Pension Plan ceased to accrue benefits under the Plan (the "Plan Freeze"), and their accrued and vested benefits under the Plan were frozen as of the Plan Freeze Date. The Plan Freeze will not reduce or eliminate the vested benefits that Plan participants accrued prior to the Plan Freeze Date, and employees' future service (and age) will continue to count for qualifying for early retirement benefits under the Pension Plan (e.g., the Rule of 70, Rule of 85). INDG will be obligated to make the necessary contributions to the Plan, from time to time, to fund the accrued and vested benefits provided under the Plan.

c. Effective the day after the Plan Freeze Date, participants in the frozen Pension Plan became eligible for the INDG Non-Elective Contribution and Match to the 401(k) Plan, as provided in Article XVIII A.

2. Plan Changes. Administration of the Plan resides solely in INDG's discretion. During the term of this Agreement and after its expiration, INDG has the right to amend the Plan. As long as such actions do not reduce participants' accrued and vested benefits, such actions shall not be subject to arbitration or bargaining.

3. Phased Retirement. An employee who is no more than twelve (12) months from the date of retirement eligibility under the Normal Retirement Date provisions, the Special Early Rule (Rule of 85) provisions or the Regular Early (55-15) provisions of the INDG Employees' Retirement Plan may elect to phase into retirement. Upon three (3) months written advance notice of a firm retirement date, an employee may reduce his full time schedule to a part time schedule of no fewer than twenty (20) hours per week. The part time schedule may begin no earlier than one year prior to the date the employee has chosen for his retirement date. The written notice must include the date the employee has elected to retire, whether that date is based upon the Normal, the Special Early



or the Regular Early provision, the date the employee would like the part time schedule to begin, and the number of hours per week the employee elects to work under the part time schedule. The employee's salary and benefits will be prorated according to the various provisions of this Agreement.

## **ARTICLE XVIII—401K PLAN**

1. Participation. Full-time employees and eligible part-time employees shall participate in a INDG company match 401(k) Plan in accordance with the eligibility rules and other terms of the 401(k) Plan, which is incorporated by reference into this Agreement and will be amended to reflect the changes in this Article.

2. INDG Contribution and Match.

a. INDG will contribute one percent (1%) of base salary and shall match the first \$.75 per each dollar contributed by the employee up to five and two-thirds percent of base salary. Effective January 1, 2020, INDG will contribute up to a maximum of six percent (6%) of an eligible employee's eligible compensation to the employee's 401(k) Plan account, as follows: (i) an automatic contribution equal to one percent (1%) of eligible compensation; (ii) a match of every dollar contributed by an employee up to a maximum of four percent (4%) of the employee's eligible compensation; and (iii) an additional match equal to fifty percent (50%) of the next two percent (2%) of employee contributions.

b. In accordance with and subject to the terms of the 401(k) Plan, there shall be an automatic enrollment for new employees with an employee contribution of three (3) percent.

3. Plan Changes. Administration of the 401(k) Plan resides solely in INDG's discretion. During the term of this Agreement and after its expiration, INDG has the right to terminate or amend the Plan, including to make plan design changes, changes in investment managers, and changes in investment options, at the same time and in the same manner as for INDG's non-represented and managerial employees, and such changes shall not be subject to arbitration or bargaining.

## **ARTICLE XIX—JOB SECURITY**

1. There shall be no dismissals as a result of putting this Agreement into effect.

2. Discipline and Discharge.

a. No employees who have completed their probationary period shall be disciplined or terminated without just and sufficient cause.

b. Progressive discipline under this Agreement normally consists of an oral warning, written warning, final written warning, and termination; however, INDG has the right to discipline or discharge an employee without following the foregoing progressive discipline steps. For example, INDG may terminate an employee without progressive discipline in appropriate cases, including but not limited to cases of gross misconduct. Gross misconduct will include but not be limited to plagiarism, workplace violence, sexual assault, severe or repeated harassment based on a protected category under INDG's policies against harassment and discrimination, viewing, disseminating or downloading pornography, theft, submission of fraudulent time records, workplace possession of illegal drugs or guns or unauthorized disclosure of INDG's confidential or trade secret information.

c. Oral warnings, written warnings and other disciplinary actions that do not result in a loss of pay shall not be subject to arbitration. However, the employee or the Guild may submit a written response to such disciplinary action within thirty (30) days of the action. Employees shall not be barred from applying for open positions because of a written warning in their file.

d. Whenever discipline is issued to an employee, a copy of such disciplinary action shall be sent to the Unit Chairperson.

e. In the event INDG requires an employee to attend an investigatory meeting that the employee reasonably believes may lead to discipline, a Guild representative may attend the meeting at the request of the employee to provide Weingarten representation.

3. Reductions in Force.

a. INDG may in its discretion lay off employees for operational or economic reasons. Dismissals to reduce the force shall require at least four (4) weeks' advance notice to the affected employee(s) or four (4) weeks' pay in lieu of notice. The notice to the Unit Chair shall be in writing.

b. In the event of a reduction-in-force, the Unit Chairperson shall be advised of the work unit (defined as a unit of employees reporting to the same supervisor), job titles, number and names of employees, and reasons upon which INDG relies to establish the necessity for such dismissals. Upon request from

the Unit Chairperson, INDG and the Guild will meet and confer about the reduction-in-force. The following procedures shall apply:

i. INDG will prepare a list of employees in the affected job title(s) in the affected work unit(s) and rank such affected employees in the order of their seniority of employment with INDG. INDG will proceed with layoffs in inverse seniority order, with the following exception: INDG may in its discretion exempt up to fifteen percent (15%) of employees in the affected job title in the affected work unit from layoff to promote diversity, equity and inclusion efforts or for any reason that it deems essential to its operations; provided that, in all work units, INDG may exempt one (1) employee in the affected work unit from layoff. Such exemptions shall not be subject to the grievance and arbitration procedure.

ii. Substitute voluntary resignations by longer service employees in the affected unit will be given consideration by INDG in lieu of employees otherwise slated for separation, and if acceptable to INDG, such substitute employees will be allowed to voluntarily resign and shall be paid severance in accordance with this Agreement.

iii. Employees laid off for operational or economic reasons, but not those employees whose substitute voluntary resignations are accepted by INDG, may request to be placed on a rehiring list for a period of one (1) year and shall be notified if the same position that they held prior to layoff (or a substantially similar position) becomes available, and shall be rehired, according to seniority, provided that their most recent performance evaluation was three-point-seventy-five (3.75) or better. If an employee on the rehire list does not respond to INDG's rehire offer within seven (7) business days of notice, or declines the rehire offer, the employee will be removed from the rehire list.

c. Employees who are laid off under this Agreement are entitled to receive severance pay as provided in Article XXIII.

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

4. COBRA. Non-probationary employees who are terminated pursuant to Section 3 above who have not been offered other positions within two pay grades of their former position by INDG in its discretion, and who exercise their right under COBRA to continue their coverage under the INDG group health program following termination may choose to have their monthly COBRA premiums

waived for three (3) months, or until they are no longer eligible to continue coverage under COBRA, whichever comes first.

5. Benefit Information. Upon request, INDG will provide to terminating employees information on options available under the INDG Employees' Retirement Plan, INDG 401(k) Plan, health and life insurance plans.

## **ARTICLE XX—JOB OPENINGS AND ADVANCEMENT**

1. Hiring. INDG has the discretion to hire applicants for bargaining unit positions from any source, based on the skills and qualifications that it deems necessary for those positions. INDG will consider qualified internal applicants for any open positions, but reserves the right to recruit nonemployees for any open positions.

2. Evaluations. INDG has the right to conduct annual and interim performance reviews of its employees. Performance reviews are not subject to the Grievance and Arbitration provision of this Agreement. Employees may respond to an evaluation in writing, and the response shall be placed in their personnel file.

3. Postings.

a. When an opening occurs in any job covered by this Agreement, or when a new job is created within the coverage of this Agreement, the job shall be posted for a minimum of five (5) working days on the online posting bulletin board, and may be simultaneously posted for external applicants. The notice shall specify the classification of the job, the unit in which the job is located, and, where practicable, special qualifications or requirements. A full description for each posted opening will be available in the Human Resources Office.

b. INDG will continue to post vacancies in the correspondents unit. All costs, including travel, interviewing, testing and relocation costs, associated with pursuit of a correspondent job shall be borne by the employee.

4. Internal Applicants.

a. Each employee who has completed one year of INDG employment and is not otherwise in a probationary period shall have the right to apply for any posted job in a higher or the same classification and shall be considered by INDG as an applicant for such job. Where no qualified employee with at least one year of INDG employment and not otherwise in a probationary period applies for such job, INDG will accept and consider applications of employees with less

than one year of INDG employment or who are otherwise in a probationary period. In the event a successful applicant who still is in probationary status as defined in Section 1 of Article II is selected, the employee shall be deemed to have completed the initial probationary employment period. All applicants shall make application for the job in writing to the Human Resources Office or to the online postings bulletin board.

b. INDG may consider an application for a transfer to a lower-rated job. Such consideration shall be discretionary with INDG. An employee who exercises a successful transfer shall be barred from applying for any other job for a one-year period.

c. An unsuccessful job applicant shall receive written notice from INDG of their non-selection.

d. Successful internal job applicants shall be deemed to be in a probationary status for a period not to exceed three (3) months, and shall be so notified at the time of commencing their new employment. If within the three (3)-month period INDG determines that the employee is not able to perform the required job duties, the employee shall be returned without prejudice to the employee's former job, if available, or a comparable job in the same classification.

e. When an opening has been filled pursuant to the foregoing provisions, INDG shall advise the Unit Chairperson of the name, salary, and classification of the person selected.

f. INDG may consider filling junior level or trainee positions during the term of this agreement. Such positions will normally be one grade lower than that of the usual entry grade level position. INDG will determine the minimum qualifications for these positions. The trainee shall be promoted when INDG determines, in its discretion, that the trainee satisfies the stated criteria for the next higher grade level position. INDG will notify the Guild of the names of new junior level and trainee hires in accordance with Article VII, Section 1.

5. As used herein the term "qualifications" includes ability to meet writing or other requirements of a job, training in or familiarity with a specialized subject, ability to make new contacts, or any special background which may be necessary to fit an individual for a particular job.

6. Testing.

a. Where a test is required in the selection process, the identity of the applicant will be withheld until grading is completed. A formal interview shall not be required prior to taking a test. Testing will be permitted if an employee presents a reasonable case for meeting job requirements.

b. There shall be a joint committee to meet and confer on new tests and testing procedures. The committee shall be made up of three members from management and three members from the Guild, and shall meet at the request of either party.

7. Training. Employees shall have access to INDG in-house training programs on the following basis: (a) training is at management's discretion; (b) training that is directly related to an employee's job is on company time; and (c) training that may help employees move into a new position is available. However, management may require that an employee makes up half the time spent in such training.

The parties reaffirm their joint goal of providing employees whose skills may be rendered less valuable by changing technology the opportunity to learn new skills and continue their careers. Toward this end, INDG agrees to make reasonable effort to provide training to employees for new skills and equipment as soon as practicable.

## **ARTICLE XXI—TRANSFERS**

1. No employee shall be transferred by INDG to work located beyond the Washington Metropolitan Area, whether in the same enterprise or in other enterprises conducted by INDG, without the employee's consent and payment by INDG of all reasonable transportation and other moving expenses of the employee and the employee's family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer.

2. No employee shall be required to accept a transfer or promotion that would remove him from the Guild bargaining unit or make him ineligible to hold Guild membership. No employee shall in any way be penalized for refusing to accept a promotion or transfer.

3. No employee who accepts a temporary transfer to a different job in the same or lower grade shall receive a reduction in salary for the duration of the temporary transfer. An employee who accepts a temporary transfer to a different job in a higher grade shall receive a salary increase that is the greater of (a) the amount necessary to take the salary to the minimum of the new grade or (b) an amount that the employee and the manager negotiate under Article XI of this Agreement. The new salary shall apply for the duration of the temporary transfer.

4. Employees who transfer at the direction of INDG and desire to move closer to their new work place within twelve (12) months following their relocation shall be reimbursed by INDG for the reasonable costs of moving their household goods.

5. Temporary Transfers.

a. In order to facilitate upward mobility, INDG will consider applications for temporary transfer from employees possessing prerequisite educational qualifications, skills or abilities to fill openings created by employees on leave of absence, on annual leave, on sick leave, or on temporary transfer within the Company. Acceptance of such temporary transfer is solely at the option of the employee. Notice of temporary transfer opportunities of three (3) or more months' duration shall be placed on company bulletin boards, following the supervisor's consideration of applications for temporary transfer already on file with the Human Resources Office.

b. Temporary positions may arise from time to time in the start-up phase of a new publication or product or the shut-down phase of an existing publication or product. These positions shall be posted as "temporary." INDG employees may voluntarily accept these positions as a temporary transfer.

**ARTICLE XXII—DETERMINATION OF SERVICE**

1. An individual whose employment with INDG is terminated after successful completion of the initial probationary period and who is subsequently re-employed by INDG shall be credited with the employee's total service with INDG for purposes of annual leave, job tenure, and severance pay (provided that severance was not granted at the prior termination). The crediting of past service following re-employment will be granted only once, and will not be granted in cases of re-employment following disciplinary discharge.

2. Notwithstanding Section 1 above, an employee terminated under Article XIX, placed on a rehire list, and subsequently rehired from that list, shall, immediately upon reemployment, be credited with the employee's total service with INDG for purposes of annual leave. This credit will be granted only to employees who are re-employed within one (1) year of their termination date. Such employees shall also immediately be recredited with any accumulated sick leave remaining in their sick leave account upon their initial termination provided the employee was not previously offered a job within two pay grades of their former position. If the employee is rehired following a technological or economic dismissal to perform substantially the same job duties at the same or lower grade, the employee shall be paid at the same band before being dismissed.

## **ARTICLE XXIII—SEVERANCE PAY**

### 1. Layoff Severance.

a. Upon dismissal from employment due to a reduction-in-force, as described in Article XIX, an employee of INDG shall receive severance pay at the rate of one and one-half (1.5) week's pay for each six (6) months of continuous employment, with a minimum of six (6) weeks and maximum of fifty-two (52) weeks. Severance pay shall be based on the employee's base rate of pay for the regular workweek preceding termination of employment, except as otherwise provided in Article II, Section 2.

b. Employees who are terminated under Article XIX due to a reduction-in-force or new technology and who elect to be placed on the rehire list shall receive their severance pay in bi-weekly installments, each installment consisting of two (2) weeks' pay at the appropriate weekly rate. All severance payments to an employee shall cease and no additional severance shall be due upon re-employment in any job with INDG, or upon payment of the full amount of severance due, whichever comes first. Notwithstanding the previous sentence, if an employee fails to pass probation following rehire with INDG, any severance unpaid from the original reduction-in-force shall be paid in a lump sum. If an employee on the rehire list accepts a temporary position with INDG before severance has been fully paid, severance installments shall resume following completion of the temporary job.

Employees who do not elect to be placed on the rehire list or who are not eligible for the rehire list may elect to be paid the severance due in a lump sum or bi-weekly installments following termination.

### 2. Discharge Severance.

a. Upon dismissal from employment for other just cause, subject to the provisions of Section 2(b) of this Article, a non-probationary employee of INDG shall receive severance pay in a single lump sum payment (less required deductions), calculated at the rate of one (1) week's pay for each six (6) months of continuous employment, up to a maximum of fifteen (15) weeks. Severance pay shall be based on the employee's base rate of pay for the regular workweek preceding termination of employment.

b. Employees discharged for gross misconduct shall not be entitled to receive severance pay.



c. When an employee resigns with prior approval of INDG to avoid dismissal, for reasons other than gross misconduct, the employee shall receive severance pay in accordance with Section 2(a) above.

3. Release. The payment of severance under this Article is conditioned on the employee's signing a release of claims in a form typically used by INDG and within the standard time period specified in the release. INDG will provide the Guild, upon request, with copies of any releases provided to employees under this provision. Employees who do not sign a release permanently extinguish their eligibility for severance in connection with their termination.

4. Sale. In the event of a sale of all or part of INDG's business or assets, affected employees who are offered and accept positions with the purchaser are not entitled to receive severance pay from INDG under this Article.

5. Separation Incentives. Before conducting involuntary layoffs, INDG may in its discretion first offer a separation incentive program to all or a group of unit employees to secure their voluntary agreement to resign or retire from employment. The benefits offered to employees under such a group separation incentive program will exceed the benefits that they would have received under this Article if they were involuntarily laid off. As part of such a program, employees who resign under the program must sign a release of claims. Before offering such an incentive program, INDG will provide the Guild with two (2) weeks' notice and will, upon request, meet and confer with the Guild on the terms of the incentive program during the two (2) week notice period (unless extended by mutual agreement).

## **ARTICLE XXIV—GRIEVANCE AND ARBITRATION PROCEDURES**

1. Grievance. Any dispute arising out of an alleged violation of a specific Article of this Agreement, or arising out of discipline with a loss of pay, shall be resolved exclusively pursuant to the procedures set forth in this Article.

2. Step 1.

a. Within twelve (12) business days from the date that the grievant knew or should have known of the event giving rise to the grievance, the grievance will be filed in writing or by email with the appropriate supervisor, with a copy to INDG's CHRO or designee. 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. Within ten (10) business days from the filing of the grievance, the supervisor will offer to meet with the grievant(s) to attempt to resolve the grievance. The grievant(s) may

choose to have one of either a steward or the Unit Chairperson attend the step 1 meeting, and the supervisor may bring another manager or supervisor from the same unit. Every effort will be made to resolve the grievance at this level.

b. The term “business days” as used in this Article does not include Saturdays, Sundays or Holidays recognized by this Agreement.

3. Step 2.

a. If the grievance is denied at the first step or the supervisor has not responded to the grievance within ten (10) business days of the filing of the grievance, a written request to hold a grievance meeting may be sent to the CHRO or designee within five (5) business days of the grievance denial or the expiration of the 10-day period specified in step 1.

b. Within fifteen (15) business days of receipt of the request, 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 management. INDG will respond in writing to the grievance within ten (10) business days after the date of the grievance meeting. INDG’s failure to meet this time period for responding will be deemed a denial of the grievance.

4. Step 3: Arbitration.

a. Absent resolution of the grievance at step 2, the Guild may, within twenty (20) business days of the step 2 grievance meeting, submit a written demand for arbitration to INDG’s CHRO or designee. 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.

b. The grieving party must initiate the arbitrator selection process in this paragraph 4(b) within ten (10) business days of the date of its written arbitration demand. An arbitrator will be selected within the next ten (10) business days by individual designation or by alternately striking names from a standing panel of five (5) arbitrators selected by the parties, with INDG 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 will be removed from the panel, after which the parties will, within thirty (30) days, select another arbitrator for the panel. If the parties cannot agree on a panel within ninety (90) days of the signing of this Agreement and the parties cannot agree on an arbitrator for a particular case, either party may request the American

Arbitration Association to initiate its procedures for assisting the parties in the selection of an arbitrator.

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 not restricted by a specific provision of this Agreement, and matters left to the discretion of INDG throughout this Agreement, shall not be subject to arbitration. Allegations under Article IX(2) will not render arbitrable any matters that are left to INDG's discretion or otherwise specifically excluded from arbitration under this Agreement.

e. The arbitrator shall have the authority to rule on either party's motions, including pre-hearing dispositive motions. If either party raises a question of arbitrability as to a grievance, such party shall be entitled to a separate, initial hearing before a separate arbitrator on arbitrability only, unless the parties agree otherwise, and a subsequent arbitration on the merits shall not be held unless the grievance is found arbitrable; provided, however, that neither party shall be deemed to have waived its right to have a court decide the issue of arbitrability instead of an arbitrator.

f. All jointly incurred costs of arbitration shall be shared equally by the parties to this Agreement, except that neither party shall 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.

5. Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to meet any time limits set forth in this Article shall constitute a waiver of the grievance.

6. Guild Grievances. Grievances brought on behalf of the entire bargaining unit or the Guild 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 CHRO or designee office within twenty (20) business days from the date that the Guild knew or should have known of the event giving rise to 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, the Guild

shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

7. INDG Grievances. Grievances brought on behalf of INDG 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 twenty (20) business days from the date that INDG knew or should have known of the event giving rise to 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, INDG shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

## **ARTICLE XXV - LABOR-MANAGEMENT COMMITTEE**

1. A Labor-Management Committee shall be established for the purpose of meeting and discussing employee concerns and matters affecting relations between the parties, including, among others, training and development, new technology, methods of operation and work processes, health and safety, and other matters of mutual interest. The intent and purpose of this Article is to preserve and promote harmonious relationships and cooperation between INDG, the Guild, and employees.

2. The committee shall meet at least once every quarter, upon the request of either party, during the term of this Agreement. INDG and the Guild shall appoint an equal number of representatives (not less than three, not more than five) to the committee; however, additional participants with relevant knowledge or information may attend, with advance notice to the other party, when warranted. In order to properly prepare for such meeting and to achieve the most success, one week prior to each meeting, the respective INDG and Guild representatives will exchange an agenda indicating items they wish to discuss and the names of the representatives who will be present.

3. It is the parties' intent that these 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 arbitration.

## **ARTICLE XXVI - WORK ASSIGNMENTS**

1. Flexible Work Assignments

a. Bargaining Unit Employees.

i. INDG has the right to assign Guild-covered employees to perform whatever work INDG deems appropriate in connection with any print, digital, web, multimedia or other projects, products, partnerships or activities in which INDG engages. Work assignments to unit employees may include work that has previously been assigned to unit employees, to INDG staff not covered by this Agreement, or to employees of another employer.

ii. If an employee is assigned duties they would not normally perform (e.g., a reporter assigned to shoot video), the employee may make a reasonable request, and INDG will provide a reasonable opportunity, to be trained to perform those duties.

b. Non-Bargaining Unit Employees. INDG has the right to assign or reassign work that has previously been assigned to Guild-covered employees to INDG staff not covered by this Agreement or to employees of another employer, on a non-exclusive basis. In the event that employees will be laid off as a direct result of INDG's exercise of its rights under this paragraph (b), INDG will provide eight (8) weeks' advance notice of such layoffs (or pay lieu of notice) and provide a minimum of eight (8) weeks of severance under Article XXIII(1).

2. Contractors. INDG has the right to continue to engage outside content providers on a non-employee basis, e.g., freelancers, contract writers or contract editors, as well as other outside contractors to perform work in Guild-covered departments. Such contractors shall not be considered or deemed employees for purposes of this Agreement and are not subject to its terms.

3. INDG's exercise of its rights under this Article shall not be subject to arbitration or mid-term bargaining, except as provided in paragraph 1(a)(ii). However, prior to making any non-temporary changes to work assignments materially impacting Guild-covered employees under this Article, INDG will meet and confer with the Guild about such changes.

## **ARTICLE XXVII—FREEDOM OF EMPLOYMENT**

Nothing in this Agreement prohibits INDG from entering into any agreement with any other employer, excluding Bloomberg LP or its affiliates or subsidiaries, binding such other employer not to solicit to hire or poach INDG employees. This provision does not restrict employees from independently seeking or applying for employment with other employers, including INDG's vendors, Bloomberg LP or its affiliates or its subsidiaries.

## **ARTICLE XXVIII—OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST**

1. Employees in units organizationally reporting to a news director or editorial director are subject to INDG's policies and guidelines implementing conflict of interests and ethics standards in news gathering and reporting. INDG has the right to set new conflict of interests and ethics standards applicable to news and editorial employees, and modify existing standards, in its sole discretion, without arbitration or bargaining during the term of this Agreement and during any hiatus period after the Agreement's expiration.

2. During their non-working 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 INDG or jeopardize INDG's position; (b) such employment or activity does not violate INDG's conflict of interest and ethics standards; (c) for employees credentialed with the Press Galleries of the Congress of the United States, such employment or activity does not violate the rules governing the Press Galleries; (d) such other publications do not directly compete with INDG; and (e) the employee does not exploit the employee's employment status with INDG in connection with such outside writing or activities.

Employees must notify INDG if they have reason to believe their activities may violate this paragraph. INDG will allow employees, without risk of discipline, the ability to inquire in advance about application of these standards to particular situations.

3. INDG may require news and editorial employees to furnish INDG with a description of any existing outside employment that could be in violation of ethics or conflict of interest policies and to provide INDG with advance notice of any such contemplated outside employment. Upon receipt of the description or notice in writing of the outside employment contemplated, INDG shall notify the employee in writing of its approval or disapproval of such outside employment,

and INDG's decision shall not be subject to arbitration. INDG also may require employees to sign individual disclosure statements relating to outside employment and outside activities in connection with implementing this Article.

## **ARTICLE XXIX—MILITARY SERVICE**

1. Any employee, other than a temporary employee, within the meaning of the laws of the United States providing for selective or universal military training and service in the Armed Forces of the U.S. who is required to enter upon extended active duty in the military service of the United States, or who volunteers for such service, shall be considered an employee on leave of absence and, on application following discharge from or relief from active duty in such military service, shall be returned to their former position with INDG, or to a comparable position, in accordance with and to the extent required in Uniformed Services Employment and Reemployment Act ("USERA").

2. Time spent in military service shall be considered to be time worked with INDG in computing severance pay, length of service compensation, length of annual leave, and other benefits which depend upon continuous service with INDG.

3. Any employee who has completed the probationary period upon entering extended active duty in military service shall receive two (2) weeks' pay plus all accrued annual leave pay in cash.

4. If employees, on return from military service, are found to be physically incapacitated to the extent that they are unable to resume former employment, INDG will attempt to place such employees in other employment and will consult with the Unit thereon.

5. The salary of an employee at the time the employee goes on military leave will be increased by the amount of any general increase negotiated by INDG and the Guild during the employee's absence.

6. The foregoing provisions of this Article shall govern, to the extent applicable, in the case of an employee who has completed the probationary period who volunteers for service in any organization in which service is accepted by selective service as in lieu of military service.

7. Leaves of absence, with payment of the difference between regular wages or salary in INDG's employ and pay and allowances paid by the U.S., shall be granted to employees who have completed their probationary period for service with the Reserve components of the Armed Forces, including the National Guard,

for customary training periods not in excess of 30 days in any calendar year. Reservists called to active duty during a civil emergency shall be compensated in like manner. Such compensation for differential earnings shall not apply (a) to active military duty of indefinite duration for Reservists called up as units or as individuals by the military authorities, or (b) to an individual called to active duty or active duty for training for 30 or more days by reason of failure to fulfill inactive duty Reserve training required by law.

### **ARTICLE XXX—COURT DUTY**

1. A full-time employee who is required to serve on jury duty or who is required by subpoena to serve as a witness in a court of law shall be paid the employee's regular INDG salary while so serving. An employee absent under this Article shall be expected to spend as much time within regular working hours for INDG as is not required for jury or witness duty.
2. Absence under this Article shall not be charged against annual leave.
3. The provisions of this Article shall apply to regular part-time employees where the period of court service conflicts with scheduled working time.
4. This Article shall not apply to court proceedings in which the employee is an interested party.

### **ARTICLE XXXI—EXPENSES**

1. INDG shall pay all legitimate expenses incurred by employees in the service of and by direction of INDG. Employees who normally are scheduled to report for work prior to 12 noon shall be reimbursed for taxi fare to their homes when required to work past 9 p.m.
2. INDG shall pay the employment agency fee of a new hire when the Publisher has requested the agency to fill the job opening.
3. INDG will reimburse employees up to \$25.00 for meals when they are required to work in the office or in the field: (a) at least two hours overtime on a regularly-scheduled workday; or (b) at least four hours on a regularly-scheduled day off. Employees must submit receipts for their actual meal expenses in accordance with INDG's expense policy.



4. All regular full-time employees working in the Arlington and Washington, DC offices of INDG who do not have or take advantage of free parking privileges in any way are eligible for a transportation subsidy as follows: \$105 per month toward public transportation costs; \$85 per month (\$100 per month effective thirty (30) days after contract signing) toward work-related parking expenses through the Parking Reimbursement Account. Employees may switch between the public transportation benefit and the Parking Reimbursement Account, and may reallocate their contribution under the public transportation benefit, in accordance with vendor procedures. Otherwise eligible regular part-time employees shall receive the transportation subsidy on a pro rata basis.

5. Essential employees required to work when other INDG employees working at the same location are excused with pay for reasons of bad weather, power failure, fire, civil disturbance, or other emergency creating a similar disruption at one of INDG's facilities, shall be reimbursed for reasonable lodging and meals if conditions prevent them from traveling home. Meal reimbursements shall not exceed the per diem allowances for out-of-town travel.

6. The \$75 daily transportation stipend that INDG made available to INDG employees working in the office during the COVID-19 pandemic will remain in effect through March 31, 2022. If INDG extends this stipend for all INDG employees after March 31, 2022, Guild-covered employees will receive the stipend subject to the same terms and duration as non-represented INDG employees.

## **ARTICLE XXXII —TUITION AID**

1. INDG agrees to continue in effect a tuition aid plan for the purpose of giving financial assistance to eligible INDG employees who wish to pursue types of study that will enable them to do their jobs better or assist them in preparation for advancement at INDG. INDG has the right to administer the plan and modify the plan in its discretion; as long as plan changes apply on a company-wide basis, such changes are not subject to arbitration or bargaining.

2. Permanent full-time employees with six (6) months' service and permanent part-time employees with the equivalent of six (6) months' full time service are eligible for approved courses of study.

3. Compensation for as many as three (3) semesters or four (4) quarters a year is permitted under the plan. One half of the amount allowed is to be paid at the time of registration, the remainder upon successful completion of the course. INDG will pay for the full cost of tuition, related fees (including lab fees), and required books up to a maximum of \$2,400 per semester or quarter, up to a maximum of \$7,200 per year (\$3,000 per semester or quarter, up to a maximum of \$9,000 per year, beginning with the first new academic term after contract

signing), for the duration of the contract, provided that the employee successfully completes the course and returns to work for INDG after completion of the course. Approved courses of study are those that are successfully completed at a college, university, or community college, that are related to work of INDG and taken during non-working hours.

4. Applications should be submitted to the Human Resources in writing. Supervisors and department heads shall be consulted with regard to eligibility of employees and subjects. Normally, the supervisor or department head should be consulted by those employees intending to pursue studies.

### **ARTICLE XXXIII—WORK AND FAMILY**

1. Committee. There shall be a joint committee established to study issues pertaining to work and family, including ways of assisting employees regarding the provision of care for their children and for their elderly and/or ill parents. The committee shall consist of four (4) members from the Guild, appointed by the Unit Chairperson, and four (4) members from management. Reasonable and necessary costs for such exploration will be paid by INDG.

2. Emergency Backup Child Care. INDG will continue to provide employees with access to emergency backup child care in Arlington, Virginia and Washington, DC on the same basis and same terms that it provides to non-Guild-covered employees.

3. Adoption Assistance. INDG will reimburse up to \$8,000 of public or private agency fees, court costs, or legal fees associated with the adoption of a minor child or for expenses associated with a surrogacy arrangement.

4. Flexible Work Arrangements.

a. INDG recognizes the value and benefit of flexible work arrangements to the company and its employees. In furtherance of this recognition, INDG agrees to continue programs in the areas of flex time, compressed work weeks, job sharing and telecommuting at INDG in appropriate work environments and individual situations where such flexibility will not conflict with the needs of the business. The decision to grant or deny requests for any new FWAs, or to grant or deny modifications to FWAs existing as of the effective date of this Agreement, shall rest in INDG's discretion.

b. Telecommuting.

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 provide their supervisors with an accounting of the time when they work from home or other remote location, at intervals specified by their supervisor; must allocate their time to various projects or assignments as specified by their supervisor; and must report back to their supervisor per the supervisor's instructions.

ii. Telecommuting is not a substitute for dependent care, and telecommuters must make regular dependent care arrangements.

iii. INDG has the right to measure and assess the performance of telecommuting employees to ensure that the quality and quantity of their work meets expectations.

iv. Employees also may be allowed to work from home on an ad hoc basis, if technologically feasible, and if the option is approved by their supervisor in advance. This opportunity will be offered only with the understanding that is the responsibility of the employee to complete their assigned tasks and ensure a proper work environment is maintained. Ad hoc telecommuting will not be used as a substitute for annual, personal or sick leave, but may be used in conjunction with such leave.

v. INDG has the right to modify or terminate any telecommuting arrangements and schedules, either temporarily or permanently, that were already in existence as of December 29, 2015 as long as INDG's decision is not arbitrary or capricious. INDG will not permanently end any telecommuting arrangement in existence as of December 29, 2015 without providing the employee two (2) months' advance notice of the decision and, in the case of a changed manager, without a trial period of at least twelve (12) weeks prior to any decision to change the arrangement.

c. Other FWAs. INDG will consider the request of any employee to work an alternative work schedule or to participate in a job share. Such request will be reviewed at the unit level by the employee and the employee's supervisor and then submitted the department head for approval. FWAs will be maintained

subject to INDG's operational needs, and INDG's decision to grant, deny or rescind the FWA shall not be subject to arbitration.

d. Eligibility. Employees in their probationary period of a new job and new hires on probation shall not be allowed to participate in a FWA. Employees disciplined within the last twelve (12) months are not allowed to participate in a FWA.

## **ARTICLE XXXIV—FAMILY AND MEDICAL LEAVE**

1. Unless modified by the terms of this Agreement, the provisions of FMLA, if applicable, and INDG's FMLA policy shall govern.

2. Effective January 1, 2004, the amount of leave available to an FMLA eligible employee shall be determined on a rolling calendar basis, looking at the amount of leave that has been taken in the twelve (12) month (FMLA) period immediately preceding the date requested leave will commence.

3. All paid leave that is applicable to the reasons of the family and medical leave must be used before any unpaid portion of FMLA leave will begin. All such paid leave counts against the time allowable under FMLA.

4. FMLA leave will run concurrently with any INDG leave of absence.

5. For purposes of this provision:

a. In addition to "family members" as defined in the FMLA, INDG will extend FMLA rights to cover an employee's care of a person with whom the employee has a shared mutual residence in the last year and with whom the employee maintains a committed relationship.

b. Covered leave for a new child shall extend to foster care placement, in addition to the parenting coverage of the FMLA.

## **ARTICLE XXXV—NO STRIKE OR LOCKOUTS**

During the term of this Agreement, there will be no strikes, sympathy strikes, work stoppages, slowdowns or other concerted refusal to perform work, and employees will not refuse to cross any picket line if such refusal would prevent the employee from reporting to work or performing an assignment. INDG will not implement any lock out of employees during the term of this Agreement.

**ARTICLE XXXVI—FULLY BARGAINED**


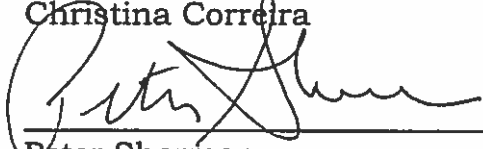
INDG and the Guild agree that they have had a full opportunity to make bargaining demands and proposals during negotiations leading to this Agreement, that they have fully settled all matters relating to wages, hours and other terms and conditions of employment for the duration of this Agreement, and that neither INDG nor the Union is obligated to engage in mid-term bargaining over such matters.

There shall be no modification or amendment of this Agreement during its term, except by mutual written agreement signed by both parties.


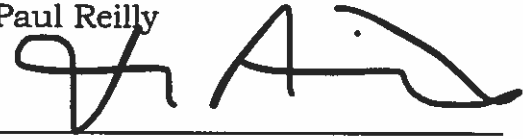
**ARTICLE XXXVII—DURATION AND RENEWAL**

This Agreement shall be effective as of the date of signing on March 11, 2022 and shall continue in effect for three (3) years through and including March 11, 2025.

**Bloomberg Industry Group**

  
\_\_\_\_\_  
Christina Correira  
  
\_\_\_\_\_  
Peter Sherman

**Washington-Baltimore News Guild**

  
\_\_\_\_\_  
Paul Reilly  
  
\_\_\_\_\_  
Jason Albright

*INDG Bargaining Committee:*  
Christina Correira  
Peter Sherman  
Demedre Heulett  
Bob Shew  
Seth Stern  
Trish Dunn, Chief Negotiator

*Guild Bargaining Committee:*  
Jason Albright  
Benjamin J. Cooper  
Katie Devinney  
Andrew Kreighbaum  
Tammara Madison  
William Welkowitz  
Cet Parks, WBNG  
Samantha Sluder, WBNG  
Paul Reilly, Chief Negotiator

## APPENDIX A ----- SALARY STRUCTURE

Effective March 1, 2017

	Band A		Band B		Band C		Band D		
	From	To	From	To	From	To	From	To	Min-Max Spread
<b>G01</b>	31,070	34,695	34,695	38,320	38,320	41,945	41,945		35%
	597.48	667.21	667.21	736.92	736.92	806.63	806.63		
<b>G02</b>	34,101	38,079	38,079	42,057	42,057	46,036	46,036		35%
	655.77	732.28	732.28	808.79	808.79	885.31	885.31		
<b>G03</b>	37,690	42,087	42,087	46,484	46,484	50,882	50,882		35%
	724.82	809.36	809.36	893.93	893.93	978.50	978.50		
<b>G04</b>	41,656	46,516	46,516	51,377	51,377	56,235	56,235		35%
	801.07	894.54	894.54	988.01	988.01	1,081.45	1,081.45		
<b>G05</b>	46,049	52,957	52,957	59,864	59,864	66,772	66,772		45%
	885.58	1,018.40	1,018.40	1,151.24	1,151.24	1,284.08	1,284.08		
<b>G06</b>	50,890	58,524	58,524	66,157	66,157	73,791	73,791		45%
	978.65	1,125.45	1,125.45	1,272.24	1,272.24	1,419.06	1,419.06		
<b>G07</b>	56,241	64,678	64,678	73,114	73,114	81,550	81,550		45%
	1,081.57	1,243.81	1,243.81	1,406.04	1,406.04	1,568.28	1,568.28		
<b>G08</b>	62,163	71,488	71,488	80,812	80,812	90,136	90,136		45%
	1,195.43	1,374.76	1,374.76	1,554.08	1,554.08	1,733.38	1,733.38		
<b>G09</b>	68,708	81,305	81,305	93,900	93,900	106,498	106,498		55%
	1,321.30	1,563.55	1,563.55	1,805.77	1,805.77	2,048.04	2,048.04		
<b>G10</b>	75,937	89,858	89,858	103,780	103,780	117,701	117,701		55%
	1,460.34	1,728.04	1,728.04	1,995.78	1,995.78	2,263.48	2,263.48		
<b>G11</b>	83,910	102,091	102,091	120,271	120,271	138,452	138,452		65%
	1,613.65	1,963.28	1,963.28	2,312.90	2,312.90	2,662.53	2,662.53		

## APPENDIX A ----- SALARY STRUCTURE

Effective March 13, 2022

	Band A		Band B		Band C		Band D		Min-Max Spread
	From	To	From	To	From	To	From	To	
<b>G01</b>	31,847	35,562	35,562	39,278	39,278	42,994	42,994		35%
<b>G02</b>	34,954	39,031	39,031	43,108	43,108	47,187	47,187		35%
<b>G03</b>	38,632	43,139	43,139	47,646	47,646	52,154	52,154		35%
<b>G04</b>	42,697	47,679	47,679	52,661	52,661	57,641	57,641		35%
<b>G05</b>	47,200	54,281	54,281	61,361	61,361	68,441	68,441		45%
<b>G06</b>	52,162	59,987	59,987	67,811	67,811	75,636	75,636		45%
<b>G07</b>	57,647	66,295	66,295	74,942	74,942	83,589	83,589		45%
<b>G08</b>	63,717	73,275	73,275	82,832	82,832	92,389	92,389		45%
<b>G09</b>	70,426	83,338	83,338	96,248	96,248	109,160	109,160		55%
<b>G10</b>	77,835	92,104	92,104	106,375	106,375	120,644	120,644		55%
<b>G11</b>	86,008	104,643	104,643	123,278	123,278	141,913	141,913		55%

## **APPENDIX B—EEO Letter of Intent**

To: Guild Bargaining Committee

From: BNA Bargaining Committee

Re: Article IX Addendum

INDG is committed to hiring, promoting and rewarding employees on the basis of talent, ability and dedication. In this regard, INDG cannot afford to deprive itself of capable people because of discrimination and injustice.

During the term of this agreement the joint standing committee empowered under Article IX of the collective bargaining agreement between INDG and the Washington-Baltimore Newspaper Guild will explore and make jointly agreed upon recommendations to the Guild and Publisher on specific measures to be taken in furtherance of the foregoing commitment. These recommendations may include measures in the areas of employee recruitment, training, testing and career development.

The EEO Committee will be further empowered to create and appoint joint subcommittees to investigate and make these recommendations.

The Publisher shall establish training programs for the prevention of sexual harassment after receiving recommendations from the EEO Committee.



**APPENDIX C—Side Letter on Retirement Committee  
Addendum to Article XVIII**

May 1, 1974

To: Guild Unit Chairperson

From: Bill Beltz

This is to confirm our understanding that the Guild shall nominate one member to serve on the Administrative Committee under the INDG Employees' Retirement Plan.

## **APPENDIX D —Side Letter on Retirement Benefits for Employees Displaced by a Reduction-in-Force**

This is to confirm our agreement that any employee who is eligible for “regular early retirement,” as that term is defined by The INDG Employees’ Retirement Plan, and who is displaced by a reduction-in-force under the circumstances contemplated in Article XIX of this Agreement shall be entitled to retire early without actuarial reduction of his or her benefit under the Plan.

It is understood by the parties that the manner of achieving the agreement set forth in this side letter shall be consistent with the provisions of the Employee Retirement Income Security Act of 1974.

## **APPENDIX E—Life Insurance Addendum**

A living benefit option shall continue to be available under the group life insurance policy allowing covered employees who furnish medical documentation establishing life expectancies of six months or less to receive advance payment of up to 50% of the life insurance benefit, to a maximum of \$50,000.

## **APPENDIX F - COVID-19 Pandemic**

This Appendix F contains the agreement between Bloomberg Industry Group (“INDG”) and the Washington-Baltimore News Guild (“Guild”) relating to in-office work in connection with the COVID-19 pandemic.

### **TERMS AND CONDITIONS**

1. This Appendix incorporates and supplements the CBA between INDG and the Guild. It does not limit or diminish the rights of either party as set forth in the CBA.

2. INDG will continue to consider the safety of employees in the Offices during times of increased transmission of pandemic infectious disease.

3. Continuing INDG’s current operating model implemented in 2021 of employees working in the office three (3) days a week and remotely two (2) days a week for the foreseeable future, bargaining unit employees are required to work in INDG’s Offices, as a condition of continued employment, at least three (3) days a week beginning March 14, 2022, the same date that INDG is requiring its non-represented managers, supervisors and other non-represented staff to work in INDG’s offices. Employees will be required to work in the office no more than three (3) days per week through at least December 31, 2022. Employees whose jobs require in-office work five (5) days a week will continue to work in office five (5) days a week.

a. Work days where INDG assigns an employee to perform their work outside their homes or INDG offices, at locations that are news or event venues, are considered in-office days under this Appendix.

b. Individual schedules and any changes to those schedules must be approved by the supervisor, including changes that arise when employees may be required to come into the office on a previously scheduled remote work day.

4. If INDG determines that local conditions warrant a temporary reduction or suspension of the three-day in-office requirement described in paragraph 3 above, INDG will provide employees with at least seven (7) days’ notice of the exact date that employees will again be required to resume work in the office under paragraph 3 above.

5. INDG will provide employees and the Guild with at least thirty (30) calendar days' notice of any decision, if one is made, to increase the three-day in-office requirement under paragraph 3 above. INDG will, upon request, bargain with the Guild over the effects of any such decision to increase the in-office requirement during the thirty (30) day notice period. If INDG and the Guild are unable to reach an agreement on the effects by the end of the thirty (30) day notice period, INDG has the right to implement its final effects proposal without further bargaining or arbitration.

6. INDG will continue to evaluate employees' requests for reasonable accommodations under the Americans with Disabilities Act in connection with INDG's requirement that employees work in the Offices under the terms of this Appendix.

7. Employees who have children under the age of 13 living in their households may invoke the provisions of Article XXXIV of the CBA for ad hoc telecommuting on days when their children's schools are temporarily closed because of the COVID-19 pandemic. INDG will not unreasonably deny such requests for ad hoc telecommuting during the period of the pandemic-related temporary school closure, as long as the employees' work can be performed remotely during the requested period without adversely affecting INDG's operations.

8. INDG and the Guild will continue to meet and confer on safety protocols in accordance with Article VI(1)(b). Prior to March 14, 2022, INDG and the Guild will meet and confer in the Safety Committee over INDG's relaxed masking protocols for the office, based on the lifting of indoor mask restrictions in Washington, DC and Virginia and the CDC's February 25, 2022 revised masking guidelines.

9. During any periods that INDG chooses to provide on-site COVID testing administered through its contractor, INDG will post the number of positive PCR tests on its internal website. Such postings will continue to include the date that INDG is notified of the positive test and the last date the person was in the office.

10. During the period that the COVID-19 pandemic emergency remains in effect, as determined by the Executive Branch of the Federal Government, INDG will continue to offer: (a) physically distanced seating to employees upon request, if such seating space is available at the time of the request, (b) on-site video-conferencing options, whenever possible, so that employees have an alternative to congregating in group meetings in INDG's conference and meeting

rooms, and (c) optional participation in office events without clients (e.g., office holiday parties) where employees are expected to congregate and food or drink is served.