

PREAMBLE

This Agreement is made effective this 10th date of February, 2023 between the *Rewire News Group* (the “Employer”) and the Washington-Baltimore News Guild (the “Guild”), chartered by The News Guild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

ARTICLE 1 RECOGNITION/COVERAGE

Section 1: Recognition

Rewire News Group hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 2.

Section 2: Bargaining Unit

This Agreement covers all full-time (working at least 30 hours per week) and regular part-time (working at least 20 hours per week) employees of *Rewire News Group* in the editorial and reporting, investigation and research, social media, multimedia, legal, technology, development, and communications departments, but excluding temporary employees, managerial employees, confidential employees (e.g., Administrative staff), and supervisors as defined by the National Labor Relations Act.*

Section 3: Bargaining Unit Work

The Employer will not assign work of the kind normally performed by Bargaining Unit employees (“Bargaining Unit work”) to personnel not covered by this Agreement where such assignment results in a layoff or reduction in hours for any Bargaining Unit employee. Notwithstanding the foregoing:

- a. Nothing in this Article or Section is to be construed to curtail the Employer’s current or historic usage of contractors, temps, or interns.
- b. Managers and other exempt employees may continue to perform such Bargaining Unit work so long as their performance of Bargaining Unit work does not result in a layoff or reduction in hours for any Bargaining Unit employee.
- c. It is acknowledged that performance of additional Bargaining Unit work by exempt personnel may occur as a result of or following a layoff or reduction in hours, although it is not the cause of a layoff or reduction in hours.

Section 4: Employee

Unless otherwise specified, the term “employee” as used in this Agreement shall mean an employee in the Guild bargaining unit.

*** By agreeing to Section 2, the Guild does not waive the right to seek a determination from the National Labor Relations Board as to the disputed supervisory status of Senior Editors employed by *Rewire News Group*.**

ARTICLE 2 UNION SECURITY & DUES DEDUCTION

Section 1: Guild Members in Good Standing

It shall be a condition of employment that all present employees of *Rewire News Group* in the bargaining unit referred to in Article 1 become and remain members of the Guild in good standing within 30 days from the effective date of this Agreement. All new employees shall on the 31st day following their first

day of work become and remain members in good standing in the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal and state laws.

Section 2: Voluntary Dues Checkoff

Rewire News Group shall, in compliance with all applicable law and pursuant to lawful, voluntarily signed check-off authorization of employees provided to *Rewire News Group* by the Guild, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted from employees' wages and sent to the Guild at least monthly, no later than the last day of the month. Deductions will begin with the next full pay period following *Rewire News Group's* receipt of the check-off authorization.

Section 3: Indemnification

The Guild hereby agrees to indemnify *Rewire News Group* and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of maintenance or implementation of this Article.

ARTICLE 3 EMPLOYEE INFORMATION FURNISHED TO THE GUILD

Section 1: Annual Information

Rewire News Group will furnish the Guild annually the following information in connection with employees:

- a. Name
- b. Hire date
- c. Job title
- d. Rate of pay
- e. Work location
- f. Work email
- g. Year of birth
- h. Ethnicity (self-declared, if known)
- i. Gender identity (self-declared, if known)
- j. Home email (if known)
- k. Home address
- l. Mobile phone number (if known)

Section 2: Employee Information

Rewire News Group shall notify the Guild within 30 days of:

- a. New unit employees – including all the information required in Section 1
- b. Resignations, terminations, retirements, and deaths

- c. Names of interns
- d. Changes in employees' job title and salary with effective date
- e. Material changes in job descriptions or job responsibilities

ARTICLE 4. UNION AND MANAGEMENT RIGHTS

Section 1: Management Rights

All management rights, functions and prerogatives not expressly modified or restricted by specific provision of this Agreement are retained by and vested exclusively in *Rewire News Group*.

Section 2: Union Meetings

Subject to availability and upon reasonable request by the Guild, *Rewire News Group* shall allow use of its communications system for meetings of unit employees at mutually agreeable times.

Section 3: Conduct of Guild business by bargaining unit employee-representatives

Upon request by the Guild, employees designated in writing as Guild representatives or stewards shall be granted limited time off from work, without loss of pay, to conduct union dealings with *Rewire News Group* management necessary for administering this Agreement (which includes grievance handling and resolution). The Guild's request for leave will be submitted as far in advance as practicable and leave requests shall be granted when it does not interfere with the work of *Rewire News Group* and shall be honored unless work exigencies create a conflict for the employees. No more than two (2) employees will be entitled to Union business leave pursuant to this subsection at any one time.

Section 4: Bargaining Committee

The Guild may designate a contract bargaining committee of employees who may be excused from their work, without loss of pay, to participate in the Guild's contract negotiations with *Rewire News Group* in accordance with the negotiating schedule agreed on by the parties. The Guild shall notify *Rewire News Group* in writing of the members of the committee before the commencement of bargaining. Committee members' requests for negotiating leave will be granted except to the extent that an employee's absence would unduly interfere with the work of *Rewire News Group*.

Section 5: Labor-Management Committee

The Employer and the Guild will establish a Labor Management Committee (LMC or Committee) for the purpose of discussing, studying and exploring matters of mutual interest. The LMC is intended as an ongoing communication forum that can help maintain constructive labor-management relations and enhance the effectiveness of staff and management in working together. Each party may appoint two representatives to the LMC, and each party will designate one of its LMC representatives to serve as an LMC Co-Chair.

The LMC will meet virtually at least quarterly, for sessions of up to two hours, unless parties mutually agree to an alternative schedule. The committee will seek to identify and resolve issues of mutual concern, which may include partnerships with other media outlets, online security protocols, a code of ethics, research tools for staff, and practices for hiring diverse employees and freelancers, and other issues referred to in this Agreement, to support furthering the goals of *Rewire News Group*.

The Committee shall have no authority to change, supplement, delete or modify any of the terms of this Agreement or to settle grievances arising under this Agreement. The Committee may make mutually agreed upon recommendations on those issues that have been the subject of discussion, study and exploration. Nothing in this Section 5 is intended to limit or restrict the Guild's representation and bargaining rights, to limit or restrict the Management Rights provision of this Article, or to amend,

change, supplement or modify this Agreement in any way.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement, except as explicitly excluded from this Article. Any grievance must be filed with the Employer, in writing, by an affected employee (“grievant”) or by the Guild on behalf of the grievant, within 60 calendar days after the event or circumstance giving rise to the grievance (“occurrence”) or within 60 calendar days after the Guild (including a steward or other representative) becomes aware of the occurrence or should reasonably have become aware of the occurrence. A grievance filed beyond this time deadline is conclusively barred, and no monetary or other remedy shall be awarded for any time period beginning earlier than 120 calendar days before the date the grievance is filed. A dispute between the parties over renewal of this Agreement is not a grievance subject to this Article.

2. The procedure for resolution of grievances is as follows:

Step One: Employees are encouraged to attempt prompt informal resolution of problems by meeting with their immediate supervisor in the first instance and may do so before filing a grievance. Using this Step One informal process does not, however, suspend or extend the 60-day deadline for filing a written grievance.

Step Two: If a timely grievance is filed, a meeting will be held (on Employer time) between the Guild (by its steward or other representative), the grievant and the Employer’s representative within 15 business days of receipt of the written grievance. If the dispute is not resolved at Step Two, the Guild may advance the grievance to Step Three by written notice to the Employer within 10 business days after the Step Two meeting (or, if a timely Step Two meeting did not take place, within 10 business days of the deadline for holding a Step Two meeting).

Step Three: If the Guild requests a meeting in its Step Three notice, the Employer and the Guild will meet (on Employer time) within 10 business days of the request. If the grievance is not resolved at the Step Three meeting, the Employer will respond in writing to the Guild within 15 business days of the Step Three meeting (or, if no Step Three meeting was requested, within 15 business days after receiving the Guild’s Step Three notice). In the event a written Step Three response from the Employer is not received by the applicable deadline, the grievance shall automatically be deemed denied in writing as of that date.

Notice to Arbitrate: Any timely grievance involving the interpretation, application, administration or alleged violation of this Agreement (but excluding renewal or extension of the Agreement) that is not satisfactorily settled at Step Three may be submitted to final and binding arbitration by a written Notice to Arbitrate served by either party on the other within 30 business days of the Step Three response (or in the event of an automatic denial by lack of timely response, within 30 business days of the deadline for the Employer’s Step Three response).

Arbitration: Upon receipt of a timely Notice to Arbitrate, the parties shall either (a) select an impartial Arbitrator by direct mutual agreement, or, if they cannot reach agreement, (b) jointly request the American Arbitration Association or the FMCS to provide a panel of arbitrators from which the arbitrator shall be selected as follows: absent the parties’ mutual agreement on one of the listed names, the parties will alternate (beginning with the party who noticed arbitration) striking names from the list until one name remains, and that person shall be the Arbitrator for the case. The Arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement. The Arbitrator’s decision shall be final and binding. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

3. The time limits set forth in this Article may be extended upon mutual agreement of the Union and Employer in writing.

4. Neither the Guild nor any employee shall induce, engage in or condone any strike, slowdown or

work stoppage during the term of this Agreement. The Employer shall not lock out its employees during the term of this Agreement.

ARTICLE 6 HIRING AND PROMOTIONS

Section 1: Hiring/Internal Applicants

Rewire News Group has the right to hire applicants for bargaining unit positions from any source, internal or external, based on the criteria that it deems relevant for those positions. *Rewire News Group* evaluates applicants based on lawful considerations including qualifications, overall experience, skills (including interpersonal skills), references, assessments as applicable, and job-related knowledge.

Rewire News Group shall notify all employees and the Guild of any vacancy in an existing or newly created position it intends to fill, and may advertise the position externally at the same time it posts internally. *Rewire News Group* will interview qualified internal candidates, and will communicate with the employee as to whether or not the employee will proceed in the hiring process. Where, in *Rewire News Group's* judgment, the qualifications and other relevant evaluation factors of an internal applicant and an outside applicant are substantially equal *Rewire News Group* will offer the position first to the internal applicant. If an employee is not awarded the position, upon the employee's request *Rewire News Group* will meet with the employee and, at the employee's option, a representative of the Guild, to discuss the reasons the employee was not selected.

There will be no adverse employment action for any employee who seeks to advance within the organization. *Rewire News Group* may encourage an employee to seek promotion or professional advancement by applying for a given position, but there will be no adverse employment action for any employee who declines to do so.

This Article is not intended to limit *Rewire News Group's* management rights and discretion as to whether or not to create or fill a bargaining unit position.

Section 2: New Hires

Employees shall be considered probationary employees during the first three months and are not subject to Article VII Section 1 for purposes of discipline or discharge. During their probationary period, *Rewire News Group* has the unlimited right to discipline or discharge the employee and such discipline or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3: Job Descriptions

The purpose of having job descriptions is to inform employees of their work responsibilities and major duties and to whom they report. Employees are expected to fulfill their responsibilities and duties for the duration of employment. The responsibilities and duties will be included in the job description. All positions in the bargaining unit must have job descriptions.

ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 1: Just Cause

There shall be no discharge except for just cause. The Guild will be notified promptly of any discharge, suspension or written warning. Warnings, whether written or oral, shall not be subject to arbitration under this Agreement. The Guild and the employee shall be notified in writing at least two weeks in advance of each discharge with specifications of the facts alleged to constitute just cause; provided, however, that a discharge may be implemented without such advance notice in cases of gross misconduct, and in such cases *Rewire News Group* will provide the specification(s) as soon as feasible following the discharge. Except in cases of gross misconduct, employees discharged for just cause will receive severance pay at a rate of one week's salary for every year of service with a maximum of two (2) weeks' salary paid in a lump sum less required deductions. In the absence of gross misconduct, *Rewire News Group* may pay two

weeks in lieu of notice.

Section 2: Reductions in Force

- a) *Rewire News Group* will provide at least forty-five (45) days' notice of any layoffs, specifying the employee(s) to be laid off, job titles, number of employees, and the reason(s) and date of the layoff. Such layoffs are not disciplinary actions subject to the requirements of Section 1 of this Article.
- b) *Rewire News Group* will pay severance to non-probationary employees laid off under this Section at a rate of two (2) weeks salary for every year of service with a maximum of eight (8) weeks' salary and the amount of partial years of service prorated, paid in a lump sum less required deductions. Such employees will also receive up to three months beginning the next month following the dismissal date of *Rewire News Group* paying for the employer portion of the employee's health insurance should the employee choose to sign up for COBRA coverage.
- c) As a condition of receiving the severance and employer COBRA benefit specified in section 2(b), an employee must execute and not revoke a general release of claims in a form to be provided by *Rewire News Group*. An employee must be in good standing and still actively employed by *Rewire News Group* on the date of the layoff – with no employment break between notification of the layoff and the layoff date – to receive the severance and employer COBRA benefit specified in section 2(b).
- d) Each non-probationary employee laid off under this Section shall be placed on a rehire list for not less than one year after layoff. If there is a vacancy in the same or comparable Bargaining Unit position during that period, *Rewire News Group* shall send a notice to the last known email address of all qualified persons on the rehire list. A copy of the notice shall also be sent to the Guild. Where *Rewire News Group* has a question as to whether a given person on the rehire list is qualified to be notified by email of a vacancy in a comparable position, *Rewire News Group* will communicate with that person to make such an assessment. If, within seven (7) business days of the notification of vacancy or notification to assess a person's qualification for a vacancy, a notified person fails to respond indicating that they would accept the available position if selected, that person shall be removed from the recall list. In order of seniority, *Rewire News Group* shall fill each vacancy with a person on the list who has been notified of such vacancy. Time spent on a rehire list shall not constitute a break in continuity of service.

Section 3: Other Dismissals

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

Section 4: Term-Limited or Legally Restricted Employment

Where an employee has accepted a *Rewire News Group* position advertised as term-limited employment – which includes a position limited for the duration of its applicable funding and/or for the duration of a project – the termination and/or non-renewal of the employee's employment upon the expiration of the identified term (or when the funding for that position ends) is not disciplinary action subject to Section 1 of this Article, is not a layoff subject to Section 2 of this Article, and is not subject to the grievance and

arbitration provisions of this Agreement.. With at least sixty (60) days' notice to the employee and the Guild, *Rewire News Group* may extend the limited term of employment to a later, identified new termination date. Where that 60-day notice deadline has passed, but circumstances closer to the termination date enable *Rewire News Group* to offer extension for an additional fixed term, *Rewire News Group* shall not be required to terminate the employee on the original termination date if the employee is willing to accept the limited extension offered.

ARTICLE 8: MISCELLANEOUS

Section 1: Outside Work

Rewire News Group employees must obtain permission from the President or designated representative to freelance (whether for pay or unpaid) on subjects related to *Rewire News Group*' core editorial issues of reproductive and sexual health, rights, and justice and/or to the employee's specific beat or coverage area. *Rewire News Group* retains the right of first refusal on any pieces proposed by employees. When an employee requests permission to publish a piece for another outlet, the President or designated representative will evaluate such requests in good faith according to the following criteria: the employee's job performance and deadlines, past and present; potential conflicts of interest with *Rewire News Group*' editorial or other concerns or interests; plans to assign a similar story to the employee or another *Rewire News Group* employee; whether the work is for a direct competitor of *Rewire News Group*. The President or designated representative will respond to the request within ten business days and provide the rationale for any decision to the employee if such a request is denied. If the request is granted, the work must be completed on the employee's own time (i.e., outside of regular working hours) and must not in any way impact the employee's responsibilities for *Rewire News Group*. If *Rewire News Group* declines to publish the proposed work, the employee can publish it elsewhere.

Rewire News Group employees may freelance for outside publications, whether for pay or unpaid, if the topic is unrelated to the *Rewire News Group*' core editorial issues as set forth above, and/or to the employee's specific beat or coverage area, provided such work does not interfere with the employee's job performance or pre-empt plans to assign a similar work to the employee or another *Rewire News Group* employee. Employees must notify *Rewire News Group* of this work in advance of accepting and the President or designated representative will permit such work unless it violates the criteria in this paragraph or constitutes a conflict of interest to *Rewire News Group*, either substantively or materially, in which case a description of the violation or conflict must be provided to the employee in writing.

Rewire News Group employees may seek other outside employment, volunteer their time for outside causes, and/or serve on a board unrelated to *Rewire News Group* provided such activities do not interfere with the employee's job performance and do not constitute material conflicts of interest for *Rewire News Group*. If such outside employment or volunteering relates to the *Rewire News Group*' core editorial issues, fundraising strategies and plans, or other critical strategic goals as set forth above, and/or to the employee's specific beat or coverage area, the employee must seek permission from the President or designated representative in advance and it will be allowed only at the discretion of *Rewire News Group*. Approval will not be unreasonably denied, and in the case of a denial a written rationale will be provided to the employee upon request.

No *Rewire News Group* resources or property may be used for outside work or other outside activities, absent the express written authorization of *Rewire News Group*.

Section 2: Media Representation and Speaking Engagements

Rewire News Group employees who receive invitations for media appearances or speaking engagements must seek approval for media appearances and speaking engagements from their supervisors in advance of accepting. *Rewire News Group* will generally approve such requests unless they may raise conflicts of interests; interfere with the employee's job performance; raise concerns about organizational credibility, independence, or reputation; or otherwise may be inconsistent with the interests of *Rewire News Group*. *Rewire News Group* reserves the right to designate the appropriate staff member who will make a specific

media appearance or speak at an engagement.

Section 3: Compensation for Speeches or Awards

Employees shall notify *Rewire News Group* of any payments or honoraria they are offered personally for speeches or awards in the course of work performed for *Rewire News Group*. The employee may keep such payments unless such payments constitute a conflict of interest to *Rewire News Group*, in which case the President or designated representative must explain in writing to the employee why the compensation would present a conflict of interest. To avoid the appearance of impropriety, *Rewire News Group* will not approve the employee's retention of any payment exceeding \$250 per payment or \$500 in a calendar year.

Section 4: Intellectual Property

Rewire News Group employees who leave or are laid off or terminated from employment may freely write or pitch pieces about *Rewire News Group* coverage topics that the employee did not write or develop for *Rewire News Group* while employed by *Rewire News Group*. In addition, while *Rewire News Group* retains all its intellectual property rights (including all rights with respect to employees' work), should any employee wish to write a book or otherwise re-use work done for *Rewire News Group* they may request permission in writing from the President at any time; that request will receive prompt consideration, and *Rewire News Group* will not unreasonably deny permission. Licensing or other permission for use may include conditions deemed appropriate by *Rewire News Group*, including but not limited to appropriate credit and/or licensing fees for re-use of work originally done for *Rewire News Group*.

Section 5: Board of Directors

The President will inform *Rewire News Group* employees about any addition or changes to the makeup of the Board.

Section 6: Technology Policy

Online Activities

Employees' individual social media accounts are considered personal accounts; however, posts on employees' social media may be used to discipline employees when they violate *Rewire News Group* policies or could negatively impact the brand of *Rewire News Group*, including but not limited to activities such as using hate speech.

Rewire News Group may not require employees to use their personal social media accounts for official *Rewire News Group* business. Employees are not authorized to use any part of *Rewire News Group*' name, logo, or trademarks as part of their personal online presence (e.g., screen name or username), but they may identify *Rewire News Group* as their employer in their bio. When posting a personal point of view on personal social media, employees may neither claim nor imply that they are speaking on behalf of *Rewire News Group* unless they have written authorization to do so and must include a disclaimer that the views are made in the employee's personal capacity if there is a possibility that the statements could be attributed to *Rewire News Group*.

If employees are in compliance with their obligations herein, *Rewire News Group* waives all property rights in employee's personal social media accounts, and all parts thereof, including but not limited to the accounts' usernames, passwords, followers, friends, contacts, connections, messages and feeds, whether created or developed during or after working hours. *Rewire News Group* will not assert any ownership rights in any employee's social media account, or any part thereof, during or after an employee's employment with *Rewire News Group*. Provided, however, that nothing in this provision waives or limits any rights of *Rewire News Group* with respect to its name, logos copyrighted materials, or other *Rewire News Group* property, or with respect to conduct affecting the *Rewire News Group* brand as per above.

Devices

Rewire News Group will provide equipment and technology required for performing employees' job

duties on an as needed basis, including but not limited to laptops, hotspots, software, audio recorders, and cameras.

Employee-owned devices

Any employees using non-Company-owned devices for work are required to store or properly transfer all work-related communications, information, and data on or to *Rewire News Group* systems. Employees have no property rights in *Rewire News Group* information, data, communications, or materials even if on an employee-owned (“personal”) device.

Rewire News Group will not subject employees to tracking or surveillance of personal devices that are used for work. *Rewire News Group* will not conduct an unconsented search or inspection of an employee’s personal devices and will not require employees to disclose to *Rewire News Group* the account names, usernames, or passwords for their personal accounts or personal devices. Provided, however, that nothing in this paragraph waives or limits any rights *Rewire News Group* may have under applicable law or this Agreement (a) to recover *Rewire News Group* property (including communications, data or other information), pursue any available remedies and/or take any other lawful action in the event of alleged theft, misappropriation, or unauthorized transfer to a non-Company-owned device, of such *Rewire News Group* property; or (b) to obtain information relevant to any claim that may be asserted by or against *Rewire News Group* in any judicial, administrative, arbitral or other forum.

Company-owned devices

Rewire News Group allows incidental personal use of Company-owned devices, equipment, and systems so long as such use does not interfere with the work or operations of *Rewire News Group* and so long as all personal use is conducted in such a way so as to preclude any attribution of such personal use to *Rewire News Group*. Employees have no expectation of privacy with respect to any use of Company-owned devices or any content, information, or communications created, stored, received, or transmitted on, to, or from them even if personal, and *Rewire News Group* at all times has the right to access, monitor, review, search, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via Company-owned devices, equipment, and systems.

ARTICLE 9: PROFESSIONAL DEVELOPMENT

Section 1. Performance Reviews

Rewire News Group will provide annual performance reviews in writing of all employees in January of each year, or as soon thereafter as operationally practical—but no later than the end of the first quarter of the year. As part of this annual review process, employees will submit a written review of their manager(s), and the employee may do so anonymously if they wish. Merit-based raises and possible promotions, to the extent applicable under this Agreement, will be discussed during the annual performance review.

Section 2. Career/Organizational Development

Rewire News Group will pay the costs of any training it deems necessary for an employee’s performance and requires the employee to participate in. Time spent in such required trainings will be considered regular work time. *Rewire News Group* may also determine from time to time that certain memberships, subscriptions and/or resource materials are required for an employee’s performance, and in such cases *Rewire News Group* will cover those costs.

Rewire News Group will reimburse employees for up to \$250 of the cost of one membership in one professional organization per year. In addition, *Rewire News Group* will make available an additional amount per person to be identified at the start of each fiscal year to cover costs of optional, approved professional development activities requested by the employee, inclusive of the necessary related travel. This benefit does not roll over from one year to the next. To be eligible for such optional professional

development funding, the employee must be beyond their probationary period.

ARTICLE 10 ACCESS TO PERSONNEL FILES

Section 1: Employee Access to File

An employee, or a Guild representative appointed by the employee, has the right to inspect their personnel file within six (6) business days of a written request by the employee to Rewire News Group. In the event that operations make this timing impractical, the employee and Rewire News Group may agree in writing on an alternate date. Rewire News Group will provide secure electronic access to the employee's file. No materials may be removed from the file.

Section 2: Employee Personnel File

An employee has a right to respond in writing to any material in the employee's personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee has the right to include a written response to any material related to discipline or job performance placed in the file.

Section 3: Guild Access to Files

Upon request, a Guild representative shall be provided with personnel file materials relevant to administering the Agreement or to processing a grievance. Where concerns regarding protecting confidential and/or personal information arise in a given situation, Rewire News Group and the Guild will confer in good faith to try to reach a mutually satisfactory agreement regarding appropriate measures to balance employee privacy concerns and collective bargaining and representation needs, which may include, for example, appropriate redactions, a confidentiality/nondisclosure agreement, an employee consent/release form for release of medical records and/or personal health information, or similar protective stipulations limiting use and dissemination of individually identifiable personal information. This section is not intended, and will not be applied, to limit the Guild's rights under applicable law as the recognized collective bargaining representative for the Bargaining Unit covered by this Agreement.

ARTICLE 12 HOURS AND OVERTIME

Section 1. Work Week

The regularly scheduled workweek for full-time employees shall be forty (40) hours per week, Monday through Friday. *Rewire News Group* will provide a minimum of 15 business days' notice if an employee's regular workweek is to be changed from Monday through Friday permanently or semi-permanently, except that such notice shall not be required in cases of news emergencies, operational emergencies, or unanticipated leaves or absences affecting work schedules. Non-exempt employees are entitled to rest periods as defined by applicable law based on their place of employment.

Section 2. Overtime

Rewire News Group may ask any employee to work in excess of forty (40) hours a week. Non-exempt employees eligible for overtime pay will be compensated for hours worked according to applicable laws and regulations. Non-exempt employees must accurately report the number of regular and overtime hours worked each week, as well as all paid time off. Non-exempt employees are not permitted to work overtime without the advance written permission of their supervisor. *Rewire News Group* shall keep a record of all overtime. Copies of such record shall be given to the Guild on request.

ARTICLE 13 VACATION

Section 1. Vacation

Full-time employees are entitled to the following amount of paid vacation:

If your length of employment is...	Then you earn...	Equivalent to...
Less than one year	3.33 hours per pay period	10 days per year
One to two years of service	5 hours per pay period	15 days per calendar year
Over three years of service	6.67 hours per pay period	20 days per calendar year

Part-time employees regularly working 20 or more hours per week accrue vacation leave in line with the timetable above pro-rated basis based on the employee's standard work schedule.

Employees are expected to schedule vacation time off in advance with the approval of the employee's supervisor. Vacation requests for days on which three Rewire staff have already scheduled concurrent time off may be requested but are not routinely approved.

Rewire News Group employees can take up to four days' worth of vacation prior to accruing that time.

Vacation time accrues from an employee's start date but cannot be taken during the first ninety (90) days of employment without supervisor's approval.

Probationary employees who at the time of hire have prior vacation plans that apply during the probationary period, should submit the details in writing to their supervisor for review and approval. Approval will not be unreasonably withheld. If approved, the time may be covered through a combination of floating holidays, any accrued vacation, and allowable vacation prior to accrual, with any balance as unpaid time.

Up to 10 days of accrued but unused vacation time may be carried over into the following calendar year (80 hours for full-time employees; pro-rated for part-time employees).

Employees based in California may carry unused vacation time over into the following year; however, an employee may not accumulate more than 1.5 times their total annual accrual of vacation leave. Once they reach that cap, employees will not accrue any further vacation leave until they take vacation leave and fall below the maximum accrual level.

Section 2. Vacation upon Termination of Employment

Upon termination of employment, an employee (or the employee's estate in case of death) shall receive payment for any unused accrued vacation time, calculated as of the employment ending date.

ARTICLE 14 HOLIDAYS

Section 1: Holidays

Rewire.News will recognize the following holidays: New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

The week between Christmas and New Year's *Rewire.News* will close for business when feasible but will maintain an "on-call" schedule in order to plan for news emergencies.

Employees are also entitled to two (2) paid floating holidays per year, which can be used to celebrate birthdays, religious holidays, or for another reason of the employee's choosing. Any new employee with a start date on or after July 1st of the year will be entitled to one (1) paid floating holiday that calendar year.

Unused floating holiday(s) may be carried over into the following year. However, an employee may not accumulate more than 1.5 times their total annual accrual of floating holidays (i.e., no more than 3 floating holidays); employees will not accrue any further floating holidays until they take a floating holiday and fall below the maximum accrual level.

Unused floating holidays are not paid out on separation from employment except as required by applicable state law based on an employee's state of employment.

Section 2: Holidays on Day Off

Holidays that fall on Saturday shall be observed on Friday and those falling on Sunday shall be observed on Monday.

Section 3: Work on a Holiday or Weekend

An employee who is required to work on any federally recognized holiday in Section 1 or on a weekend shall receive compensatory time off at the straight time rate for all hours worked on that day off. Use of compensatory time must be approved by a supervisor and taken within four (4) weeks of the federally recognized holiday or weekend day to which it applies, unless *Rewire News* work prevents the employee from taking the time in which case, the timeline will be extended another four (4) weeks. Compensatory time shall not be paid out upon separation.

ARTICLE 15 OTHER LEAVES

Section 1: Sick Leave, Safe Leave, Mental Health, Self-care Days

Full-time employees accrue paid sick leave at a rate of 3.33 hours per pay period, equivalent to 10 days per year. Part-time employees regularly working 20 or more hours per week accrue sick leave on a pro-rated basis based on the employee's work schedule. Sick leave time may be used for sick, safe, mental health, and self-care leave. Full-time workers may carry up to 64 hours of unused sick leave over into the following year (pro-rated for part-time employees). *Rewire News Group* encourages employees to use sick leave when necessary and will not retaliate against employees for doing so. Sick leave is not paid out when an employee separates from *Rewire News Group*. Employees may use such leave if they are a caregiver to a relative, domestic partner, or legal dependent in need of leave for similar purposes.

Section 2: Family and Medical Leave

You are eligible for family and medical leave if you have worked for *Rewire News Group* for at least 9 months and have worked at least 1,170 hours during the 9-month period before the leave ("eligible employee"), which is equivalent to a standard 30-hour per week work schedule.

Reasons for the Leave

Eligible employees are entitled to take up to 16 workweeks of unpaid family and medical leave in a rolling 12-month period to:

- Attend to the birth or adoption of your child ("family leave");
- Attend to the foster care placement of a child in your home ("family leave");
- Attend to the serious health condition of your child, spouse or parent ("medical leave"); or
- Receive care for your own serious health condition ("medical leave").

A "serious health condition" means an illness, injury, impairment, or physical or mental condition during which you are incapable of working that involves either:

- Treatment requiring inpatient care in a hospital, hospice or residential care facility, or
- Continuing treatment by a health care provider for a condition that lasts more than three consecutive days, or for pregnancy or prenatal care or for a chronic health condition which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional episodes of

incapacity, such as serious asthma or diabetes.

It also includes a permanent or long-term condition such as Alzheimer's, a severe stroke and terminal cancer. In addition, leave may be used to cover absences due to multiple treatments for restorative surgery or for a condition that would likely make you incapable of working for more than three days if not treated, such as chemotherapy or radiation treatments for cancer.

The rolling 12-month period is measured backward from the date an employee uses any family or medical leave.

Paid Leave

Rewire News Group will provide the following paid family leave, which will be substituted for and run concurrently with available unpaid Family and Medical Leave:

- 100% of the eligible employee's salary for family leave for birth, adoption, or foster-to-adoption for up to twelve (12) weeks in the rolling 12-month period
- 100% of the eligible employee's salary for family leave for more traditional limited term foster care placement for up to four (4) weeks in the rolling 12-month period

For family leave, in addition to these twelve or four weeks of paid leave that *Rewire News Group* provides, employees may use paid sick leave and/or paid vacation leave instead of any remaining unpaid leave

For medical leave, you may substitute accrued sick or vacation leave time for unpaid leave, and as applicable use disability insurance and workers compensation benefits. For medical leave, you must first exhaust all accrued sick leave time and then any accrued vacation leave time.

In the event applicable state or local laws and regulations provide a public system of compensation for family and medical leave, the employee shall seek and use compensation available through that system, and *Rewire News Group* benefits under this Section 2 shall be available only to make up the difference, if any, between the public benefits and the employee's salary. Any paid leave available under such public system of compensation shall be run concurrently with unpaid Family and Medical Leave.

Any remainder of the available 16 workweeks of family and medical leave is unpaid.

Your total family and medical leave time, which may include paid vacation and sick time, paid family leave, paid public benefits, paid time off through receipt of disability and workers compensation benefits, and unpaid leave may not exceed 16 weeks in a rolling 12-month period. For the total Family and Medical Leave taken, the value of the combined family leave pay, paid sick leave, paid vacation leave, paid public benefits, and/or disability or workers' compensation benefits may not exceed the standard pay amount you would have received for a normal work schedule for a commensurate period. Any overpayment will be expected to be returned to *Rewire News Group* by the employee.

Schedule for Leave

You may take family and medical leave in:

- One continuous 16-week segment;
- An intermittent schedule, such as one day off each week; or
- A reduced schedule, such as beginning two hours late, twice a week.

Notice of Leave

If your need for leave is foreseeable, give at least 30 days prior notice if possible. If your need for leave is due to a planned medical treatment, make every attempt to schedule the treatment so as not to unduly disrupt the work of your department. If your need for leave is not foreseeable, you must request it as soon as practicable, no later than two business days after the need for leave arises.

Medical Certification

If leave is requested due to your own or a family member's serious health condition, you must provide satisfactory medical certification from an appropriate health care provider. The medical certification must include the date on which the condition began and its probable duration. *Rewire News Group* may also require a second opinion or third opinion regarding certification of a serious health condition, at our expense.

Outside Employment

You may not work for outside employers or do any public speaking engagements related to your *Rewire News Group* position or expertise while on family and medical leave with *Rewire News Group*.

Returning to Work

Upon returning to work, you will be entitled to be restored to your former position or to an equivalent position with the same employment benefits and pay, except under circumstances where such reinstatement would not be required if the federal Family and Medical Leave Act were applicable. If at the end of the leave you do not return to work, and you fail to notify *Rewire News Group* of your status and obtain approval for additional leave, you may be terminated.

If your leave is due to your own medical condition, you are required to provide medical certification that you can resume work before returning, signed by both you and your health care provider.

Benefits During Leave

Taking family and medical leave will not cause you to lose any employment benefits accrued prior to the first day of leave. The leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on family and medical leave normally will not accrue any other additional benefits during the leave period, unless it is paid leave under which benefits would otherwise accrue.

Rewire News Group will maintain your insurance benefits while you are on leave, although you will be required to continue to pay your portion of the premium. However, if you do not return to work after the leave, you will be required to reimburse us for the cost of maintaining insurance coverage during any unpaid portion of your leave. This provision will not apply in cases where your inability to return is through no fault of your own -- for example, at the end of leave you remain physically unable to return due to your serious health condition.

Misrepresenting Reasons for Leave

If you intentionally misrepresent the reasons for requesting family and medical leave, you may be discharged.

Section 3: Bereavement Leave

Employees are entitled up to five paid regular working days for the death of a loved one, which may include immediate family members, domestic partners, friends, and pets. Employees may also use available vacation and other leave for more time. *Rewire News Group* will seek to work with individual employees who are grieving and need more flexibility.

Section 4: Jury Duty

Employees will receive paid time off for jury duty for up to five days of time they are required to serve. *If additional time is needed, an employee may use a flex time arrangement to accommodate the need.*

Section 5: Unpaid Leave

Full-time employees can request unpaid leave. Unpaid leave may be granted to an employee at *Rewire News Group*' sole discretion.

Section 6: Election Day

Employees who are eligible voters may take up to five (5) hours of paid leave to vote on Election Day. If additional time is needed, an employee may use a flex time arrangement to accommodate the need.

Section 7. Inclement Weather or Governmentally-Declared Emergencies

Rewire News Group employees who are subject to weather-related emergencies or natural disasters or other governmentally-declared emergencies – as defined by local and/or national authorities (such as weather emergencies or natural disasters that cause schools to be closed, close early, or cancel after school activities, or due to which state or local government representatives are asking people not to travel) – that interfere with their ability to work, such as storms or earthquakes that cut off Internet or electricity, or require evacuation, will be excused from work. In no circumstance shall an employee risk their own well-being to report to an office during such emergencies.

Section 8: Non-Accrual Leave for Part-time Workers

Part-time employees regularly working 20 or more hours per week and who are scheduled to work on the relevant day(s) are permitted the following types of leave as stated herein but on a pro-rated basis based on the employee's standard work schedule: Bereavement, Jury Duty, Election, and Inclement Weather or Governmentally-Declared Emergencies.

Section 9: Job Security Upon Return to Work

Employees who take and timely return from leave will be entitled to be restored to their former position or to an equivalent position with the same employment benefits and pay, except under circumstances where reinstatement is not required under applicable law or would not be required if the federal Family and Medical Leave Act were applicable. If the employee doesn't timely return to work from a leave granted under this Agreement, the employee will have no entitlement to a position with *Rewire News Group* and *Rewire News Group* will have no obligation to employ the employee.

ARTICLE 16 BENEFITS

Rewire News Group will continue to provide employees the benefits listed below, in accordance with the terms and conditions set forth in the relevant Plan Document(s) (including applicable insurance policy/contract documents). In the event of any difference between the Plan Document(s) and anything stated in this Agreement or stated in any benefits summary provided to employees, the Plan Document(s) will control, and no provision of this Agreement or of any such benefits summary can amend, supplement or otherwise change the Plan Document(s). In the event that a plan in place at the time this Agreement is executed subsequently becomes unavailable for continuation or renewal during the term of this Agreement or cost increases or lack of sufficient geographic coverage become untenable, *Rewire News Group* will use best efforts to find a plan that provides a substantially similar benefit design and coverage.

Section 1: Medical Insurance

Rewire News Group will provide health insurance coverage for all employees eligible under the plan terms and their eligible spouses/domestic partners and dependents. *Rewire News Group* shall pay 80% of the premium for employees and 20% of the premium for covered dependents.

Section 2: Dental & Vision Insurance

Rewire News Group will provide dental and vision coverage for all employees eligible under the plan terms. *Rewire News Group* shall pay 80% of the premiums for employees. Employees are responsible for the full cost of dependent dental and vision coverage.

Section 3: Life and Accidental Death & Dismemberment Insurance

Rewire News Group will provide Life, Short- and Long-term Disability, and Accidental Death and Dismemberment (AD&D) insurance coverage for all employees eligible under the plan terms. *Rewire News Group* shall pay 100% of the premiums for employees. The benefit formula shall not be reduced during the term of the Agreement.

Section 4: Retirement Plan

Rewire News Group will maintain a 401(k) plan for employees eligible under the plan terms. Employees may start contributing their own funds on the first day of the month following their start date. After completing one year of employment, *Rewire News Group* will make an employer contribution of 3% of salary at minimum, as a Safe Harbor contribution, made on a per pay period basis starting on the first day of the month following the one-year anniversary of their start date. *Rewire News Group* will endeavor to make an additional discretionary contribution determined yearly as the budget allows. The discretionary contribution will be fully vested upon the employee's completing two years of service with *Rewire News Group* and meeting any other plan requirements.

Section 5: Flexible Spending Accounts

Rewire News Group will continue to offer a flexible spending account (FSA) for all employees eligible under the plan terms.

ARTICLE 17 EXPENSES

Rewire News Group will pay and/or reimburse approved, reasonable expenses incurred by an employee in the service of *Rewire News Group* in accordance with *Rewire News Group*' written expense policies and procedures.

Rewire News Group shall reimburse employees for approved, reasonable travel and other employment-related expenses and/or furnish such employees with a *Rewire News Group* credit card. Employees will be expected to follow *Rewire News Group*' policies and processes for credit card use and documentation, as well as for expense reimbursement.

An employee who works out of town on assignment for two or more days may opt to receive the meals and incidental expenses (M&IE) per diem rate for government employees in lieu of the employee being reimbursed or using the *Rewire News Group* credit card for meals, snacks, beverages, and hotel and other tips. Per diem would be paid out in the next expense cycle following the end of the trip with receipt documentation of the travel. On the first and last travel day, employees are entitled to 75% of the total M&IE rate, unless the outgoing transportation started prior to 9AM and/or the returning transportation arrived after 6PM. Domestic per diem rates will be based on the General Services Administration's travel policy rates and international rates will be based on the U.S. Department of State foreign per diem rates.

Rewire News Group will contribute up to \$80/month toward employee expenses for Internet and cell phone costs OR for business use of a co-working space or other such office rental.

ARTICLE 18 WAGES

Section 1: General Wage Increases

On January 1, 2023, and every subsequent January 1st during the term of this agreement, each employee will receive a salary increase equivalent to the increase for the Consumer Price Index

for All Urban Consumers (CPI-U): Selected areas, all items index (CPI-U), released by the United States Department of Labor, Bureau of Labor Statistics (BLS) up to a maximum of 3.0%. The change will be based on the percentage change for the previous 12 months as reported in the November BLS notice.

Employees must be employed for at least six months to be eligible for the cost-of-living adjustment.

Section 2: Merit Based Incentive Pool

On January 1, 2023, and every subsequent January 1 during the term of this agreement, Rewire News Group will maintain a fair and equitable system for awarding and distributing merit pay. Merit payments will be awarded from a merit incentive pool of a minimum of 1.0% percentage of the gross bargaining unit payroll.

Section 3: Above Minimum Raises

Rewire News Group shall have the right, at any time, to increase any bargaining unit employee's wages at a rate higher than the amount set forth in this Agreement, including through merit-based pay raises.

Discussion and consideration of any additional raises and/or promotions can be brought up once a year during the employee's annual review but should not be expected as a given and will be awarded in *Rewire News*' sole discretion.

Section 4: Minimum Salary

Rewire News Group has the right in its discretion to determine the appropriate starting salary for new employees, provided that the salary is no less than the minimum. When determining an employee's starting salary, *Rewire News Group* may consider factors such as an employee's level of experience, salaries for similar external positions, and position responsibilities. The minimum full-time salary will be \$48,000 per year. *Rewire News Group* shall have the right, at any time, to compensate any bargaining unit employee at a higher rate than the minimum.

Section 5: Part-Time Employees

A part-time employee shall be paid at least the equivalent pro-rated hourly rate based on the minimum salary in Section 3.

Section 6: No Reduction in Salaries

There shall be no reduction in salaries as a result of putting this Agreement into effect.

ARTICLE 19 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement will cooperate in maintaining *Rewire News Group*'s status as an inclusive, equal opportunity employer. *Rewire News Group* will not discriminate against any employee on any basis that is protected against employment discrimination under applicable federal, state or local law. For purposes of this Agreement, *Rewire News Group* will apply and honor the protected categories and requirements set forth in the NYC Human Rights Law with respect to discrimination in employment.

PROVIDED, however, that nothing in this Agreement shall prevent or limit the Employer from (1) complying with any applicable requirements of federal immigration law; (2) complying with any applicable requirements of federal, state or local employment law; (3) making any criminal background checks and inquiries and/or making any hiring or employment decisions that the Employer may lawfully make under the NYC Human Rights Commission's Legal Enforcement Guidance for the Fair Chance Act; or (4) complying with any applicable requirements or limitations of federal, state or local laws with

respect to criminal history or other background of personnel who may participate in given activities, settings or circumstances.

The Parties agree that any disputes arising out of the provisions of this Article may be processed through the grievance and arbitration article of this Agreement.

It is further agreed there will be no discrimination against any employee because of such employee's membership in, or activities on behalf of, the Guild, or on any other basis prohibited by the NLRA.

Rewire News Group shall not request, and employees need not supply documentation concerning their immigration status, except as required by law, such as I-9 requirements.

Rewire News Group will maintain an anti-discrimination and harassment policy prohibiting sexual harassment or other unlawful harassment or discrimination consistent with its existing policy and applicable law, and the policy will include complaint and investigation procedures that will be available at all times to Bargaining Unit employees.

ARTICLE 20 DURATION

This Agreement will take effect on February 10, 2023 and expire at midnight on February 9, 2025.



Eric Geist (Feb 13, 2023 15:06 EST)

Eric Geist

Local Representative

Washington-Baltimore News Guild

Feb 13, 2023



Galina Espinoza (Feb 13, 2023 15:44 EST)

Galina Espinoza

President and Editor in Chief

Rewire News Group

Feb 13, 2023











RNG & Guild CBA - CORRECTED Tentative Agreement (2-13-23)

Final Audit Report

2023-02-13

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