### **Article 1: Recognition**

This Agreement is made effective this 14<sup>th</sup> day of July, 2023 by and between the Writers Guild of America, East, Inc. (the "Guild") and Money-Media, a wholly owned subsidiary of FT Publications, Inc., (the "Company" or the "Employer"). The Employer recognizes the Guild as the exclusive bargaining representative of the unit of employees set forth below.

Included: All regular full-time and regular part-time editorial employees of Money-Media, a wholly owned subsidiary of FT Publications Inc., assigned to FT Specialist in the United States in the capacities of Associate Editor, Reporter, Senior Reporter, Editorial Researcher, Data Visualization Reporter, Copy Editor, Mass Media Reporter/Translator, and other employees performing the same or similar work for Agenda, BoardIQ, Financial Advisor IQ, FundFire, Health Payer Specialist, Ignites, P&C Specialist, Life Annuity Specialist, and MandateWire US Editorial.

Excluded: Group Managing Editor, Head of Video Production, Director of Sponsored Content, Director of Research, Director of Business Development, User Interface Designer, Managing Editor, Associate Managing Editor, MandateWire Editor, all freelancers and independent contractors engaged by the Employer, including but not limited to freelancers and independent contractors performing Mass Media Reporter/Translator duties and all other employees of FT Specialist including, office clericals, managerial employees, secretarial, office clerical, and managers, supervisors, and guards as defined in the National Labor Relations Act.

### Article 2: Union Security

A. All employees, Guild members and non-members alike, are entitled to fair representation by the Guild. Bargaining unit employees (as defined in Article 1 – Recognition) shall pay union dues or lawfully assessed agency fees as a condition of employment. Employees shall be provided ample, reasonable notice and opportunity to remedy any failure to make payment of applicable union dues or agency fees in accordance with Side Letter A.

B. No employee covered by this Agreement shall be required to become a member of the Guild or to remain a member of the Guild as a condition of employment.

C. Dues shall be in accordance with the Guild's Constitution and/or Bylaws.

D. The Guild will hold harmless, defend and indemnify the Company and its employees with respect to any and all claims, liabilities, costs and expenses, including attorneys' fees, arising out of or in connection with any action taken by the Employer pursuant to the provisions of this Article. However, the Employer assumes no responsibility either to the Employee or the Union in the event that, through inadvertence or error, it fails to make such deductions in any instance.

# Article 3: Dues Check-off

A. The Employer agrees that upon thirty (30) days' notice thereafter from the Guild, it shall deduct initiation fees and membership dues or lawfully assessed agency fees and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law. An Employee's change to a non-bargaining unit position automatically revokes the Employee's dues or agency fee check-off authorization.

### WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct FT Specialist to checkoff from my wages every pay period union membership dues and assessments uniformly required as well as initiation fees, if owing, as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period."

WITNESS: SIGNATURE: DATE:

- B. Dues shall be deducted on each payday. Within ten (10) days after execution of this agreement, and at the time it remits dues, the Employer further agrees to furnish WGAE on a monthly basis a roster of all Employees' names, job title, weekly rate of pay, date of employment and fees/dues deducted, or if no deduction was made, the reason for not making a deduction, . Any list required hereunder that contains personal information such as social security numbers shall be transmitted to the Union in a secured electronic form in the format agreed to between the Employer and the Union.
- C. The Employer shall not be required to attempt to recover unpaid dues or initiation fees from Employees for any reason, including, but not limited to, those who have terminated employment and received their last wages prior to the receipt of the request.
- D. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

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- E. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) (d), the Employer will immediately resume the obligation of making said deductions.
- F. The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
- G. Once funds are remitted to the Guild, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Guild. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Guild hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Guild shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or terms of liability that shall arise out of and by reason of an action taken by the Employer in reliance upon any payroll deduction card(s) submitted to the Employer.

### Article 4: Non-Discrimination, Accommodations, Health and Safety

A. The Employer and the Union agree that the Employer and the Union will not discriminate against or harass any Employee because of the Employee's race, color, religion, creed, sex, sexual orientation, sexual self-identity, pregnancy, reproductive health decision making, gender, gender identity and expression, marital status, age, national origin, ancestry, citizenship status, disability, union activity, veteran status, predisposing genetic characteristics, status as a victim of domestic violence or sex offense or stalking, native language or dialect, criminal record, housing status, physical appearance, socioeconomic status, or any other personal characteristic or category that is protected by applicable federal, state, or local law, each as defined by law where applicable. The Employer will not retaliate against any of Employee who complains of discrimination or harassment or who participates in an investigation regarding discrimination or harassment.

B. The Company shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based on any of the factors listed above. Unlawful harassment will not be tolerated in the organization.

C. The Employer will provide reasonable accommodation for Employees' disabilities in accordance with applicable law. Bargaining unit employees may request accommodations through or as directed by Human Resources, and such requests shall be considered in good faith. Upon the Employee's request, the Company shall keep the Guild apprised of any such requests for accommodation and any determinations of such requests. Should an accommodation request be denied, the Company shall provide reason in writing.

D. Bargaining unit employees who seek accommodations and are asked to provide a doctor's note may provide a note from the licensed physician of the Employee's choice.

E. Employees may also raise workplace ergonomic concerns with Human Resources.

F. Employees are encouraged to utilize any Employee Assistance Program to provide services available under any program such as access to licensed mental health professionals for consultation, information, assistance, and resources for a variety of concerns.

G. The Company shall not deny requests to utilize personal days for religious holidays or flexible holidays for arbitrary or capricious reasons.

H. Lactating employees will be provided reasonable break time each day to express breast milk for their nursing child. Lactating employees will not be required to report the time that they take to pump. The Company will also make available rooms or private areas other than a toilet stall for lactating employees to express milk in private. This room must be on the same floor as the employee's assigned work area. The Company prohibits discrimination against any employee for exercising their rights under this policy.

I. Transgender employees shall be provided safe work environment and necessary time off (whether sick, personal or vacation leave) for medical appointments and procedures. At an Employee's request, the Company shall make changes to internal documentation and published bylines wherever possible to reflect an Employee's preference for their recorded name or gender. Bargaining unit employees may use any bathroom as meets their personal needs, and the Company shall not tolerate harassment of employees who use any restroom. The Company shall circulate a policy affirming the right for employees to use the restroom that best represents their gender expression once annually.

J. This provision does not prohibit an employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, state laws, or any other similar laws, rules, or regulations, but shall not pursue claims in arbitration under this Agreement if the employee also is pursuing claims based on the same facts or theories in any outside forum (e.g., court, arbitration, agency complaint).

# Article 5: Anti-Harassment and Mutual Respect

- A. The Company shall not tolerate harassment of any kind. The Company shall continue to enforce its harassment policy and ensure that the policy is available to all Employees covered by this Agreement.
- B. Should a bargaining unit employee experience harassment from a stakeholder or associate of the Company who is not an employee, the Company shall adhere to the practices and guidelines outlined in the Company's harassment policy.

- C. Any material changes to the Company's harassment policy other than those occasioned by law or changes in personnel shall be noticed to the Union prior to going into effect. The Union may request to negotiate any such changes.
- D. When a claim has been raised by a bargaining unit member alleging harassment, then, at the request of the Employee, a Guild representative (who is not a bargaining unit member and is not a party or witness to any of the events at issue) will have the right to attend the Company's investigatory meeting with the Employee. When the alleged perpetrator is a bargaining unit member, the Company shall, upon receiving prior written consent from such employee, notify the Guild that such a complaint has been filed, and the Guild shall have the right to attend any investigatory meeting with a bargaining unit member against whom a complaint has been made. In any such cases, however, the Guild shall appoint a different individual to represent the employee filing the complaint and the employee who is the subject of the investigation. The Guild agrees that its role in any such investigatory meeting(s) is supportive, and that the Guild representative will frustrate the investigatory interview. The Guild agrees that everything said in such investigatory meeting(s) is and will be treated as strictly confidential, and the Guild will not disclose in any way any confidential information, including to any third party, or to any bargaining unit or non-bargaining unit employee (other than to Company employees/representative(s) charged with conducting the investigation), and the Guild agrees to execute any document to that effect. The time deadline for filing a grievance alleging a violation of the anti-harassment policy in Article 15: Grievance and Arbitration shall not apply, but applicable statutory statutes of limitation shall apply.
- E. The Company shall ensure confidentiality (to the extent possible) and protection from retaliation for employees bringing harassment claims.
- F. The Company shall not include in any separation or settlement agreement or other written resolution of any claim or allegation of unlawful harassment or discrimination involving any employee, any term or condition that would prevent the disclosure of the underlying facts and circumstances surrounding the claim or allegation by the complainant. The Company may continue to condition any settlement agreement or other resolution of a claim on conditions that prohibit disclosure of the financial terms of the settlement, or other such prohibitions on disclosures such as trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision.
- G. Nothing in this Agreement prevents an employee from seeking legal remedy, but employees shall not be permitted to pursue claims simultaneously in court and through the grievance and arbitration provision of this Agreement.

H. The Employer shall provide Employees with support in the event they are subjected to online harassment related to their work for the Company on the Company's website, inclusive of Company-owned and personal social media. This support shall include, but is not limited to:

- 1. Informing all bargaining unit employees that they have the support of the Employer if they experience online harassment, including potential access to accommodations in the case that harassment constitutes a health and safety risk.
- 2. Making managers and supervisors aware of the risks of online harassment and who is more likely to be targeted.

- 3. Making training on online security and anti-harassment available to bargaining unit employees.
- 4. Making EAP counseling available to bargaining unit employees who have experienced online harassment and/or who are required to monitor and respond to abusive posts.
- I. The Employer agrees to provide reasonable safety and security for its employees at all Company offices and to provide reasonable safety and security measures for employees working in the field or on assignment. If an employee has a concern regarding their safety and security, they should immediately contact their manager. An employee shall have the right to refuse to engage in activities that are unsafe. The Employer shall make EAP counseling available to employees who through the course of their job duties are required to cover traumatic or otherwise distressing news events.
- J. The Company and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Company's business. Employees may raise related concerns with Human Resources and shall not be retaliated against for so doing. Employees may bring a Guild representative (who is not a unit employee) with them to meetings regarding mutual respect.

### Article 6: Diversity

- A. The Employer and Union share a belief that a diverse workplace makes the Employer's journalism and business stronger. In addition to its own initiatives, the Employer may consider any suggestion by the Union regarding recruitment, retention, advancement and/or composition of the Employer's workforce.
- B. The parties shall establish a Diversity Committee as a subcommittee of the Labor Management Committee comprised of three (3) Guild-appointed unit members and three (3) Company-appointed management members. The Diversity Committee shall meet quarterly to discuss issues relevant to the promotion of a diverse workforce including, but not limited to, recruitment, retention, advancement, mentorship, and the composition of the current bargaining unit. The representatives requesting the meeting shall provide a proposed agenda at least 48 hours in advance of any meeting, or as soon as practicable in an emergency situation., internal promotions, and compensation issues.
- C. The Employer commits to fund the Diversity Committee with up to \$10,000 per calendar year, including for employee attendance and participation in events which have the purpose of increasing diversity within the media industry (i.e., employee attendance at conferences such as NABJ and NAHJ). Requests for money from these funds shall be made to management, which shall have sole discretion over their use, but shall consider in good faith the recommendations of the Diversity Committee.
- D. Every six months, the Diversity Committee shall be provided with information concerning open bargaining unit positions for which the Company is seeking external candidates and a list of places where said open positions are posted, circulated or otherwise disseminated (e.g.,

websites, listservs, social media groups). The Committee may discuss any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending annual conventions of the NABJ and/or NAHJ).

- E. When the Employer decides to fill an open bargaining unit position or a new bargaining unit position, the Employer will post notices of such vacancies internally for a period of no less than ten (10) days, unless indicated on the job posting that less time is available. The Employer may determine not to post a position when appropriate, e.g., where a vacancy will not be filled; where internal reassignments best meet operational and editorial needs; or where the Employer decides to promote an employee to the position.
- F. The Company shall work in collaboration with the Diversity Committee to set annual goals aimed at creating diverse candidate pools for when the Company seeks candidates for open, posted bargaining unit positions. The goal is a candidate pool, at the stage in the application process after the recruiter phone interview stage, that is meaningfully comprised of individuals from groups traditionally underrepresented in journalism, (e.g., BIPOC individuals, those identifying as LGBTQ+, and people with disabilities). The Company also shall continue to make good faith efforts to consider candidates who are veterans and/or graduates of community colleges and public universities. The Guild may grieve concerns over the Company's satisfaction of this goal and/or compliance with this provision, but the grievance, even if denied, shall not be subject to arbitration; however, the parties may continue to discuss ways to achieve satisfaction of the goal in Diversity Committee meetings as described below.
- G. At Diversity Committee meeting, the delegates shall discuss achievement of the goals set forth above for open, posted roles closed in the prior quarter, so that the Committee can assess whether the above-referenced goals are being met and recommend actions to further promote achievement of the goal. The Committee may also consider the demographic composition of each vertical as part of that discussion. The parties recognize that satisfaction of the goal may be impacted by the decisions of candidates for roles to self-report demographic information. The Company shall maintain its current practice of encouraging applicants to self-report, in furtherance of the diversity objectives set forth herein.
- H. Bargaining Unit job postings will include "this is a position covered under a collective bargaining agreement between FT Specialist and the Writers Guild of America East."
- I. Bargaining Unit employees other than editors shall not be required to work on sensitivity reads.

# **Article 7: Intellectual Property and Credits**

#### A. Intellectual Property

1. The Employer retains intellectual property rights of work created by bargaining unit employees that constitute "Company Work Product." For purposes of this provision "Company Work Product" shall be defined as any written or other work product that is created for or in any way directly or indirectly relates to the Employer or its business interests.

- Company Work Product shall not include freelance work that has been approved by the Employer. Bargaining unit employees retain the rights to all work not considered "Company Work Product."
- 3. The Company shall make best efforts to maintain a complete archive of previous work for a period up to five (5) years after publication. Should the Company intend to remove articles or other intellectual property from the Company's websites, the Company shall give three (3) months' notice to all affected employees

# B. Credits

- 1. Bargaining-unit employees shall receive proper credit for work performed by the Company (e.g., bylines, on-screen video credits). The Company also shall recommend that any third-party producer assign credit (name and assigned job title) to each bargaining-unit employee that contributes to producing a television, video, audio, webinar, or written piece, including pieces that are aired or streamed on broadcast television, cable, and the internet.
- 2. With input from the Labor Management Committee, the Company shall maintain and regularly distribute a credit policy. Any proposed changes to the policy shall be subject to prior notice to the Union of the proposed changes and, if requested by the Union, discussion and consultation between the Parties.
- 3. Bargaining-unit employees shall have the right to decline onscreen credits and bylines in any instance.
- 4. The Company shall not credit bargaining-unit employees for work or content they did not create. If new content is created directly based on an article written by a bargaining-unit employee, it shall link back to the original content.

When the Company distributes an article written by a bargaining unit employee on other FT publications or international iterations, the Company shall credit the employee in the recirculated article. The Company shall include an acknowledgement that changes were made to an article written by a unit employee that occurred after recirculation (e.g., this article has been lightly edited for this publication).

# Article 8: Outside Work

A. Subject to the Paragraphs B and C of this Article 8, Employees shall have the right to perform freelance/outside employment. Such outside activities shall not interfere with the Employee's performance of their job.

- B. Solely with regard to any work that could affect the interests of the business, whether written, (such as a story or visualization), broadcast (such as a hosting or guest appearance on a webinar, podcast or video event), or participating in live events (such as speaking engagements or sponsored panels)(collectively, "outside work"), an Employee shall obtain advance written approval from the publication Managing Editor. Approval will not be unreasonably withheld. Approval may not be granted, for example, where: (i) the content is the type that would appear in a Company product, (ii) the work would run in a directly competing outlet or result in a conflict of interests for the Company, or (iii) the Employee's work for the Company necessarily would suffer as a result of the outside work.
- In addition, an employee's Outside Work should not call into question the Employee's ability to remain objective and unbiased in the course of their work for the Company. For example, such work should be factually accurate and professional, particularly with regard to individuals or entities that may be covered by the Company. Employees are encouraged to discuss any concerns regarding whether their work could be seen as compromising their ability to remain objective and unbiased with the Editor-in-Chief and/or Group Managing Editor in advance of publication.
- C. Employees who wish to conduct outside work are required to log that work using the Google Form in effect at the time. If permission is granted to perform outside work, the outside work shall be done on the Employee's own time and will not conflict with job responsibilities for the Employer. The Employer may request that a bargaining unit Employee make efforts to ensure that their approved outside work recognizes publicly that the Employee works for the Company.
- D. Employees may not accept a directorship of a trading company without the advance written permission of the Company's Group Managing Editor or their designee and must not violate or appear to violate the Company's Anti-Bribery and Corruption Policy and Procedures as may be in effect from time to time.

# Article 9: Discipline

- A. No Employee shall be discharged or otherwise disciplined without just cause, subject to the provisions set forth below.
- B. Discipline may consist of counseling, verbal and/or written warnings, reprimands, suspensions, demotions, or discharge. The Employee will be informed in writing when an action taken by the Company or a manager constitutes discipline. Except as recognized in paragraph 3 below, discipline prior to discharge shall be corrective in intent.
- C. Where appropriate, discipline should be progressive in nature and may include counseling elements such as training recommendations, corrective-action plans, mentoring,

accommodation, or rehabilitation. Progressive discipline shall not be required for conduct including but not limited to theft, fraud, plagiarism, physical violence, threats of any kind, or violations of the Company's harassment and non-discrimination policies.

- D. As required by law, Employees shall have the right to Union representation at all meetings that may reasonably be expected to lead to discipline.
- E. The Company will provide the Union and the Employee with copies of any written disciplinary action within five (5) days, and the Employee shall have the opportunity to respond in writing and have that response placed in their Human Resources file.

### Article 10: Offer Letters and Individual Agreements

A. The Employer shall continue to provide persons offered employment in the bargaining unit covered by this Agreement with offer letters with terms and conditions of employment above those contained in this Agreement.

B. The Employer will not require as a condition of employment or separation agreement that any Employee enter into (a) mandatory arbitration provision for employment claims not covered by the terms of this Agreement, (b) a post-employment non-competition agreement; or (c) a post-employment separation agreement that impinges on the employee's rights under Section 7 of the NLRA, as interpreted by the NLRB at the time of ratification.

C. Offer letters for positions in the bargaining unit covered by this Agreement shall state that employment in the position shall be subject to the provisions of the parties' collective bargaining agreement.

### Article 11: Legal Defense

If an Employee is sued or charged under any federal, state, or local law, or is subpoenaed as a witness in connection with the Employee's performance of work for the Employer that is within the scope of the Employee's authorized duties, the Employer will defend and provide legal counsel for the Employee at the Employer's expense. The Employer and the involved Employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. The Employer will have full control over any such litigation and its resolution, and the Employee agrees to cooperate fully with the Employer in connection with such litigation. The Employer reserves the right to discontinue providing legal counsel in the event that (i) the Employee is not fully cooperating with provided counsel; (ii) the Employee intentionally provides the Employer or provided counsel with inaccurate information regarding anything related to the representation; (iii) it becomes apparent that the Employee was acting outside the scope of their employment, including without limitation by committing any criminal or tortious acts or taking actions

contrary to commonly accepted journalistic ethics (e.g., plagiarism, conflicts of interest, material misrepresentation, fabrication or fraud).

Nothing in this article shall preclude an Employee from voluntarily hiring a personal attorney at the Employee's own expense.

# Article 12: Career Development

- A. Employees shall be afforded the opportunity to meet with their supervisor upon the Employee's request at reasonable frequencies (at least twice a year) to discuss the employee's career opportunities.
- B. Bargaining unit employees shall be afforded the opportunity to apply for all open positions within the organization. Open positions within the Company shall be emailed to employees upon posting. Employees who apply for a posted position within FT Specialist or at any sister publications shall not be required to request permission from or inform their current manager of their application, although it is understood the manager may be made aware. The Employer shall ensure that current bargaining unit employees have at least one (1) week to apply for any open position within the bargaining unit. This provision shall not apply to internal promotions.
  - a. Any part-time employee who applies for a posted full-time position shall be interviewed and given due consideration for the role.
  - b. After a part-time employee has worked six months at the Company, the employee may request to meet with their supervisor to discuss full-time opportunities that may exist or become available.
- C. If an Employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Employer representative. Such feedback shall be provided within ten (10) business days. Feedback under this section shall not be used by the Employer to discipline any Employee.
- D. The Employer will conduct performance evaluations of its bargaining unit employees on an annual basis and will endeavor to conduct evaluations every six months. A record of the evaluation shall be provided within thirty (30) days. These meetings will not be used for disciplinary purposes (i.e., to communicate discipline). While annual or mid-year performance evaluations pursuant to this Article will not constitute a verbal or written warning for purposes of progressive discipline, the Employer may issue verbal or written discipline. However, comments and content of annual and mid-year performance evaluations may be considered part of the Employer's performance management process.
- E. Employees shall have the opportunity to request to participate in training, conferences, speaking engagements, professional development and other similar events. If an

employee requests participation in trainings, conferences, speaking engagements, professional development and other similar events and if they are denied, the employee may request to meet with their supervisor or a designated Employer representative to receive feedback on the denial (in the case of a denial of a request to participate in a conference or speaking engagements, the feedback shall be in writing if requested). Such feedback shall be provided within thirty (30) days.

- F. Should the Company require participation in missions, trainings, conferences, speaking engagements, or professional development events during work time, such events shall be considered to meet the obligation of work required. An employee will not be expected to adhere to their regular editorial calendar while they are attending a mandated training or event. However, an Employee may asked to give a presentation to co-workers and/or may be assigned to write a story and/or summary based on the conference and their attendance at the conference.
- G. All salary increases not required by this Agreement shall be communicated to affected Employees in writing by HR.

### Article 13: Staffing and Workplace Transparency

- A. The Employer shall maintain an organizational chart, in electronic form, updated quarterly, in which bargaining unit employees can view the workflow chain of command in each vertical.
- B. The Company shall maintain written job descriptions for all bargaining unit positions, which may change from time to time, with advance notice provided to the union. The Company shall provide the Union with copies of revised or changed job descriptions and will, upon request, meet with the Union concerning them. Upon request, bargaining unit employees will be provided the job descriptions of the job they occupy, and may make a request for any job for which they wish to apply.
- C. Once an Employee has completed their annual meeting with a manager to discuss career development, the Employee also may meet with HR to further discuss career planning at the Company.
- D. Bargaining unit employees may be required to do work that is not in their job description. The Company shall not require bargaining unit employees to undertake material, new ongoing obligations that are not encompassed in their job description, without discussing with the employee a plan or expectation for how this work will be performed in the employee's regular work week. Should the Company present an ongoing addition to a bargaining unit employee's job responsibilities, the Employee may request to confer with the Employer regarding additional compensation, promotion, or a change in other work responsibilities related to such addition, and, if requested, such conference shall take place prior to any mandatory implementation of new responsibilities. The Employee may also bring their concern to the Labor Management Committee.

- E. The Employer shall provide sufficient personal workplaces for Employees who regularly work in office for the minimum standard of required days, exclusive of holidays, vacation and other paid time off.
- F. Employees may, with prior approval, work remotely at home instead of physically traveling to the Company's office at the discretion of the Employer. Requests to work remotely shall be made through the Company's homeworking approval process, and such requests shall be considered in good faith.
- G. The Employer shall provide official Company emails to all employees (including parttimers). Should an employee wish to pursue social media verification, the Employer shall facilitate their verification.
- H. The Employer shall continue to provide all Employees with access to their individual traffic and metrics consistent with the current practice in each department.
- I. Upon request, the Employer shall provide temporary guest login credentials to bargaining unit employees consistent with then-applicable policy.
- J. The Employer shall provide official Company identification to employees (including parttimers).
- K. Upon hire, the Employer shall furnish the Employee with information concerning existing Company resources (including but not limited to any Company-provided transcription services, subscriptions to news outlets or streaming services, mental health benefits, and discounted wellness benefits to the extent that such are offered.) If a subscription for a specific news outlet or streaming service is unavailable, the Employee can request for the Employer to start a subscription. Decisions with respect to starting and continuing subscriptions shall be made in the discretion of the Employer. This list of Company resources shall be made readily accessible to Employees, through Slack, or some other centralized system.
- L. The Labor Management Committee may discuss the onboarding process for newly hired Employees or Employees who are changing brands.
- M. Upon request, an employee is entitled to review their employment records at reasonable periodic intervals.
- N. The Employer shall continue to provide a recommendation and/or referral bonus to employees who recruit new hires who accept positions at FT Specialist in accordance with the Employer's then-existing policy.
- O. Should a seat be established on the corporate board of the Financial Times Group designated for rank-and-file employees and elected by rank-and-file employees, the members of the FT Specialist Guild may participate in any process for such board member on the same basis as other non-unit employees.

### Article 14: Union Access and Business

- A. Union Representatives: Permission of non-employee Union representatives to visit the Employer's premises shall not be unreasonably withheld. The Union agrees that it shall provide reasonable advance notice to the Employer prior to visits by Union representatives to the Employer's premises.
- B. In all cases of visitation, the Union agrees that it shall be cognizant of the Employer's business and operational concerns and deadlines and shall follow the Employer's protocols and rules concerning the presence of persons other than authorized employees in working areas.
- C. The Employer shall allow for the creation of a union Slack channel on the Company Slack for the purposes of union announcements, and a mutually agreed upon space for a bulletin board in a reasonably accessible place for Union notices. It is understood that the Slack channel shall be used in a manner similar to that of a Union bulletin board and may be viewed publicly, but that only Guild-represented employees shall post material.

#### Article 15: Grievance and Arbitration

- A. Grievance: A grievance is defined as a violation of a specific obligation in a specific provision of this Agreement or a dispute over a discharge or other discipline with a loss of pay. The Union and the Employer shall each have the right to bring a grievance under this Article. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.
- B. Step One: A grievance must be filed in writing to the HR director or their designee and the relevant manager, if any, or to the Guild Executive Director or their designee, within twenty (20) business days of the facts giving rise to the grievance. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the Agreement alleged to have been violated, and the specific nature of the relief sought. Within seven (7) business days of filing the grievance, the HR director or their designee and relevant manager shall schedule a meeting with a representative of the Guild and the relevant Employee(s) to discuss the grievance. The parties will have twenty (20) business days from the presentation of the grievance to attempt to resolve the grievance. Every effort will be made to resolve the grievance at this level.
- C. Step Two: If the grievance is denied at the first step or the Employer has not responded to the grievance within twenty (20) business days of the grievance's presentation, the Guild may make a written request to hold a grievance meeting by sending the request to the HR Director and either the Managing Director of Money Media (Money Media) or the Commercial and Operations Director, FT Specialist (MandateWire) (or their designee) within ten (10)

business days of the grievance denial or the expiration of the twenty (20)-day period. Within twenty (20) business days of receipt of the request, a grievance meeting will be held between the parties at a mutually agreeable time and location. The Employer will respond in writing to the grievance within twenty (20) business days after the date of the grievance meeting. The Employer's failure to meet this time period for responding will be deemed a denial of the grievance. Every effort will be made to resolve the grievance at this level.

D. Step Three: Arbitration. Absent resolution of the grievance at Step One or Two, the Union may, within twenty (20) business days of either receiving the Employer's response from the in-person meeting or the expiration of the twenty (20) business, whichever is first, submit a written demand for arbitration to the American Arbitration Association. 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. The Employer and the Union shall select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties. The fees and expenses of any arbitrator will be shared equally by the parties.

The term "business days" as used in this Article does not include Saturdays, Sundays or Holidays recognized by the Employer.

- E. Arbitrator's Powers. The arbitrator will not have any power to add to, subtract from, or otherwise amend this agreement. The arbitrator must strictly construe all timelines set forth in this Agreement, and any matter not submitted to the arbitrator in a timely manner shall be deemed resolved and not subject to arbitration under this Agreement. Any matters left to the discretion of the Employer (including without limitation those enumerated in the management rights clause) throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration.
- F. Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance except in cases of harassment or hostile work environment.
- G. Informal Discussion. Independent of this Article, if a dispute arises regarding the application or interpretation of this Agreement, the Union, an Employee or group of Employees are encouraged to present the claim to the appropriate manager or supervisor to discuss and attempt to resolve it.

#### Article 16: Editorial Standards

A. Decisions about publishing, removing or modifying editorial content (e.g., articles; videos; podcasts; social media posts, excluding advertising content), shall continue to be made with the approval of the editorial management only, up to and including the Editor-in-Chief and/or VP Editorial Product Development or similar position. The purpose of this clause is to

reaffirm the Company's longstanding policy that neither sources nor subjects of stories (including third party public relations teams employed by a source or subject), nor the sales team may dictate to the Employees about decisions regarding publishing, removing, or modifying editorial content without the approval of the editorial team. If a disagreement exists between the sales team and the editorial team regarding the above, the final decision shall be made by the editorial management staff only, up to and including, the Editor-in-Chief or similar position.

- B. The parties reaffirm the Company's longstanding policy that bargaining unit employees shall not be reassigned to a different beat or assignment based solely on a request from an advertiser, sponsor, outside investor, or entity that is a subject of the Employee's reporting (including the subject's representatives).
- C. Editorial staff shall not be required to work on content for which advertisers or sponsors have approval over content in the published work. However, they may do so if they are willing.
- D. Bargaining unit members shall not be required to work on Native Advertising and Branded Content. However, should a bargaining unit employee agree to work on Native Advertising or Branded Content, the employee shall receive additional compensation on the same basis as freelancers engaged to perform such work at that time.
- E. Bargaining unit members who are assigned content for which advertisers or sponsors have approval over content in the published work, or which constitute Native Advertising or Branded Content, must be informed in writing that the assignment is built-to-sold. The Employee must also be made aware of the identity of the client.
- F. Bargaining unit members shall not be prevented from creating content on the basis that it may be unfavorable to companies that are also subjects of Native Advertising or Branded Content, or with which the Company is otherwise engaged in financial transactions. However, all final decisions as to creation, publication and distribution of content shall be made by the Employer.
- G. The Employer shall continue to disclose the existence of any financial partnerships (i.e., sponsored content) to unit employees working on any such content.
- H. The Company reaffirms its longstanding policy that if a bargaining unit Employee reasonably believes a piece they have been asked to work on to be false, or may be reasonably construed to violate ethical journalistic standards, the Employee should raise the issue with their manager and explain the reason for believing the piece to be false, or may be reasonably construed to violate ethical journalistic standards. The manager shall either provide an explanation for the validity of the piece in question, or reassign the Employee to another assignment. The Employer or manager shall not retaliate against an Employee for executing their rights under this provision.
- I. The Company shall not prohibit bargaining unit employees from freely expressing their opinions in their personal capacities, including but not limited to interviews, speaking

engagements, social media, office interaction and outside written work, as long as it is not bigoted, harassing, offensive, or threatening to a reasonable person.

- J. Employees should use professional judgment in making public statements or social media posts. Statements that call into question the employee's ability to remain objective or unbiased in the course of work for the Company, particularly with regard to individuals or entities that may be covered by the Company, shall be subject to progressive discipline. The Employer may demand that the Employee take down such statements and shall consider the employee's compliance with such demand in issuing discipline.
- K. Employees should make clear that they are not expressing views on behalf of the Company unless authorized in advance to do so by the Company's communications team.

### Article 17: Severability

- A. If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.
- B. In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### Article 18: Labor Management Committee

- A. The Employer and the Union will establish a Joint Labor-Management Committee for the purpose of meeting and discussing Employee concerns and matters affecting relations between the parties, including, among others, training, new technology, methods of operation, workload, and work processes, and other such matters. The committee shall meet at least once a quarter, or as otherwise agreed by the parties during the term of this Agreement. Meetings may be held during working hours, and shall be held at a mutually agreeable time and location.
- B. Members of the Labor Management Committee shall not be retaliated against for their participation in union activity.
- C. It is the parties' intent that Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. To facilitate open dialogue, discussions of the Labor-Management Committee, including disagreements over matters discussed in the Committee, shall not be subject to the grievance and arbitration provision of this Agreement.

### Article 19: Successorship

This Agreement shall be binding on any successor of the Employer and/or the Union, which will abide by the Agreement's terms and conditions.

## Article 20: Management Rights

- A. Except to the extent abridged by a provision of this Agreement and any local, state or federal laws, the Company reserves and retains all rights to manage its business. These rights include, but are not limited to, the Company's rights: to establish, alter, or continue policies, practices, and procedures for the conduct of its business, including but not limited to the determination, production, distribution, and exploitation of content and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of the business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by the Company; to establish and change represented employee work schedules, assignments, locations and standards of performance and conduct; to transfer and promote represented employees, or to layoff, suspend, or terminate employees at any time and for any reason; to subcontract bargaining unit work to third parties for legitimate business reasons; to make and enforce reasonable rules for employee conduct, performance, and safety; and to have sole editorial oversight and exercise sole authority on all decisions involving editorial content produced and methods used; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.
- B. For the sake of clarity, the rights above include that Employees shall be subject to the Company's Employee Handbook as now in effect and as it may be modified or revised by the Company. In the event of any material change(s) to the Employee Handbook, the Company shall provide the Guild with notice of the proposed material change(s) not less than five (5) business days in advance. In the event of an express conflict with the terms of this Agreement and such Handbook provision, the terms of this Agreement shall be controlling.
- C. Neither the Guild nor the Company will be liable for any delay or failure in performance under this Agreement deemed as a result, directly or indirectly, of any act of God, acts of civil or military authority, public health emergency, or any acts of public enemy, terrorism, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either Party.

# Article 21: Wages and Compensation

Section 1 – Wage Minimums

The minimum wage rates established in this Agreement are minimums only. Nothing herein prohibits the Company from paying salaries above these minimums. The Company and the Union agree that there shall be no salary ceilings.

Title	Minimum salary
Copy Editor	\$71,000
Associate Editor (inclusive of Associate Data Editor)	\$99,000
Associate Reporter (MandateWire Only)	\$65,000
Reporter/News Analyst	\$71,000
Data Visualization Reporter	\$71,000
Senior Reporter (inclusive of Senior Data Reporter)	\$87,500
(Full-time) Mass Media Reporter	\$71,000
Senior Correspondent	\$99,000

The above rates shall apply to employees who reside in the New York City metropolitan area. At its discretion, the Employer may prorate the above minimums for employees living outside the New York City metropolitan area in amounts consistent with its current policy set forth in Side Letter B. Notwithstanding the above, the Company shall not pay any employee less than \$65,000. In the event that application of the geographic differential results in an employee being paid less than the minimum for their position (excluding the Associate Reporter role), the Company shall discuss the application of the differential with the Guild and the employee prior to making any final decision.

Should an Employee wish to dispute the Company's determination regarding geographic differential, the Labor Management Committee shall be able to review and make a recommendation regarding the differential, and such recommendation of the Committee shall not be unreasonably denied.

Provided that an Employee in the Associate Reporter title receives satisfactory performance evaluations made in good faith during their time in the role, the Employee shall be promoted to the title of Reporter (or an equivalent title) no later than two (2) years after beginning work as an Associate Reporter. Bargaining unit employees hired into the Associate Reporter position may request to stay in the role of Associate Reporter after the two- (2-) year period. Such request must be initiated by the Employee, and shall be subject to the parties' express agreement.

# Section 2 – General Wage Increases

- 1. Effective January 1, 2023, the wage rate or salary of each Employee covered by this Agreement shall be increased to the greater of (i) the minimum wage rate or salary set forth in Section 1 herein above or (ii) by the amounts set forth below:
  - Employees earning less than \$70,000: 8.25%
  - Employees earning \$70,000 or more but less than \$80,000: 7.75%
  - Employees earning \$80,000 or more but less than \$90,000: 6.75%
  - Employees earning \$90,000 or more but less than \$100,000: 5.25%
  - Employees earning \$100,000 or more: 4.25%
- Bargaining unit Employees shall receive a 3.25% wage increase effective January 1, 2024.
- 3. Bargaining unit Employees shall receive a 3% wage increase effective January 1, 2025.

# Section 3 – Merit Increases

The Company may offer individual merit increases in its discretion in addition to those wage increases set forth above.

# Section 4 – Promotion Increases

An Employee who is promoted into a job title with a higher minimum salary shall receive, at minimum, the greater of: the new minimum wage rate or salary associated with that title, or an 6% increase to their existing wage rate or salary. Nothing shall prevent the Company from offering a greater wage increase upon promotion.

# Section 5 – Job Classifications and Descriptions

The Company may create and hire for new bargaining unit titles, but shall discuss with the Union the appropriate departments, salary minimums, job requirements, and title of any new position, which shall be commensurate with existing titles. Except as otherwise set forth in this Agreement or upon agreement of the parties, no bargaining unit title shall be created with an annualized salary of less than those set forth in the Wage Minimums section of this Article, prorated, as applicable, for employees living outside the New York metro area.

# Section 6 - No Wage Reductions

There shall be no reductions in wages as a result of the implementation of this Agreement. The Company further agrees, there shall be no reductions in wages during the term of this Agreement absent an Employee's request to work remotely from a lower-cost location (i.e., outside the New York City Metropolitan area), or a change in classification or title or from full-time to part-time status (in which case the employee's salary shall be prorated accordingly, although nothing shall prevent the parties from negotiating terms higher than a proration of full-time salary). Should a bargaining unit Employee request a change to a title with a lower minimum salary, the maximum amount that their salary may be reduced is 16% absent the Employee's request, which must be initiated by the Employee, and express agreement between the parties. No Employee shall be deemed to have requested a change unless they have been advised in advance of the salary they would receive in the new position.

### Section 7 - Equal Pay for Equal Work

In the event that any bargaining unit employee believes that they are paid below the average salary paid other employees in the same role, they may raise the issue with Company HR, and the Company shall take steps to meet with the employee regarding their concerns within twenty-one (21) days. Requests to adjust the lower paid bargaining unit employee's salary shall be considered in good faith.

### Article 22: Hours and Overtime

### Section 1 - Hours

The regular workday for full-time Employees generally consists of seven (7) hours of work and the regular workweek consists of thirty-five (35) hours of work.

No Employee shall be reduced from full-time to part-time status without the Employee's agreement.

The Company may continue to schedule Employees to work earlier or later shifts in accordance with business needs. Management may also consider business, operational or personal scheduling needs. Management will discuss any potential schedule changes with affected Employees in advance, and shall provide no less than three (3) weeks' notice of any permanent change of an Employee's regular schedule. In accordance with existing Company practice, an Employee may continue to request a change in schedule with their individual supervisor, and their request shall not be unreasonably denied.

Should the Company assign an employee regularly to work hours significantly outside of their regular work hours (i.e., beginning or ending the work day at least two hours outside their regular hours for at least two consecutive weeks at a time), such assigned employees shall receive an additional 4% differential on top of their current salary during the time of such assignment. At the end of the assignment, the differential will end. The differential will be paid as a separate amount from regular salary.

Nothing herein prevents the Company from requiring Employees to work outside of the regular workweek or workday for editorial or business needs. When a manager or department head expressly requires an exempt Employee to work significantly more than the regular work day (e.g., covering a special or breaking-news event; unanticipated issues with closing a piece for publication), to attend a conference or other event on a weekend day, or to perform more than incidental work in excess of their regular workweek on the weekend, the Employee shall be entitled to comp time in an amount commensurate with the time spent on such additional work. Employees working significantly more than the regular workday shall periodically report to management with regard to the status of and time spent on such work.

Management shall make best efforts to ensure that comp time is awarded consistently across departments (i.e., Employees in different departments will be awarded comp time under similar circumstances). Employees may appeal determinations regarding comp time to Human Resources.

When feasible, managers should first try to adjust their Employee's schedule to avoid having an Employee work in excess of the regular workday or workweek as long as such adjustment is consistent with management's determination of business needs.

The purpose of this Section is to standardize Employees' rights to compensatory time.

### Section 2 - Overtime

Overtime for non-exempt Employees (if any) is calculated weekly, or as otherwise required by law. The applicable overtime rate will be paid for hours worked beyond 40 in a week. Overtime will be paid at 1.5 times the Employee's basic hourly rate. Overtime shall be rounded to the nearest fifteen (15) minutes. All overtime work must be approved in advance by management (e.g., the Employee's supervisor) unless advance approval is impracticable for editorial reasons.

### Section 3 - Compensatory Time

Employees must request and record comp time in a system or manner provided by the Company. Upon request, Employees will receive an accounting of their accrued compensatory time. Exempt employees shall not be required to log or track their regular working hours.

Any such comp time must be used within eight (8) months of being earned. Comp time shall be scheduled at management's discretion, but managers shall make best efforts to permit Employees to use comp time when requested and shall provide adequate opportunities to use comp time within the eight-month period following its accrual. Comp time may not be used after or in lieu of notice of resignation and will not be paid out if unused, unless the Employee has been laid off prior to using accrued comp time.

### Section 4 - Holiday Work

Employees who are asked by a manager to perform more than incidental work (outside their normal work responsibilities) on a Company Holiday shall receive comp time calculated at time and a half (1.5x) for time required to be worked on such holiday.

Overtime eligible (non-exempt) Employees shall be paid at one and one-half times  $(1\frac{1}{2}x)$  their regular hourly rate for all hours worked on a Company Holiday, rounded up to the nearest hour.

### Section 5 - Work During Approved Time Off

Management shall make every effort not to ask Employees to perform work on a scheduled vacation or personal day off.

### Section 6 – Effect of Implementation

No Employee shall have their hours reduced (i.e., will not be converted from a full-time employee to a part-time employee) as a result of the implementation of this Agreement.

# Article 23: Vacation and Paid Time Off

### Section 1 - Vacations

- a. Vacation is accrued on a biweekly basis throughout the year. New Employees begin accruing vacation as of their starting employment date.
- b. Employees shall be entitled to paid vacation based on their completed years of consecutive service as follows:
  - i. 0 to 3 Years of Service: 15 Days
  - ii. 3 to 5 Years of Service: 20 Days
  - iii. More than 5 Years of Service: 25 Days
- c. Vacation leave may be used by Employees at any time of the year, but whenever possible must be requested one week in advance of the leave via Workday and approved by their supervisor. Approval shall not be unreasonably withheld.
- d. Part-time Employees accrue a pro-rated number of vacation days based on their reduced schedule and in accordance with the chart above.
- e. Nothing herein prevents the Company, at its sole discretion, from granting additional vacation time to Employees upon request.
- f. Employees who want to take vacation early in the year may borrow vacation up to the number of days they are eligible to accrue for the year, making vacation time immediately available at the start of the calendar year.
- g. Employees may request to carry over up to five (5) days of unused vacation to the following calendar year. Any carried over leave must be used within the first three (3) months of the following calendar year or will be forfeited.
- h. The Company shall pay out unused, accrued vacation time in the event of layoffs or terminations.
- i. Taking into consideration the amount of advance notice of resignation provided by an Employee, managers shall use their best efforts to work with Employees to permit them to take accrued and unused vacation time before the termination of their employment.

- j. An Employee who, if requested by management, submits satisfactory evidence that during their vacation they were hospitalized or otherwise confined for incapacitating illness or injury after examination by an appropriate medical professional, will be placed on paid sick leave for the period of disability. The Employee thereafter may reschedule the lost vacation, subject to advance approval by their supervisor, which is subject to departmental business needs and requirements.
- k. Should the Company, during the term of this Agreement or thereafter, offer a more generous policy to non-bargaining unit employees (whether by choice or by function of law) concerning the accrual, carry-over, cash-out or use of vacation time, the foregoing vacation provisions shall be improved accordingly and applied to the bargaining unit.

### Section 2 - Personal Time

The Company shall continue its practice of allowing employees occasionally to take reasonable time (i.e., approximately three hours) during the work day without use of personal, sick or vacation leave to attend to personal matters that cannot be scheduled during non-working hours (e.g., doctor's appointments, unexpected and pressing family matters, expression of breast milk or nursing an infant, or other similar appointments) provided the employee informs their supervisor in advance. Nothing herein shall excuse an Employee from performing required work or meeting deadlines.

Each Employee will receive four (4) paid personal days on January 1 of each year of employment. New hires shall receive a prorated number of days based on the quarter in which they are hired.

Part-time Employees will accrue a pro-rated number of personal days based on their reduced schedule.

Unused personal days must be used during the calendar year (i.e., shall not carry over) and shall not be paid out upon termination of employment.

### Section 3 – Bereavement Leave

Employees are entitled to paid bereavement leave of up to five (5) days following the death of a family member, except that the employer shall continue to consider in good faith requests for additional days for extenuating circumstances (i.e., international travel; death of a spouse, domestic partner, parent or child). For purposes of this policy, family member includes an Employee's spouse, domestic partner, child, stepchild, mother, father, stepparents, formal legal guardians, sister, brother, grandparents, step grandparents, grandparents-in-law, parents-in-law, and brother and sister-in-law. Nothing herein shall prevent management from granting extended bereavement leave at its discretion. If more days are needed beyond the leave granted, they may be taken as vacation, personal or unpaid leave, upon advance, written management approval.

Recognizing that an Employee may define as "family" someone who falls outside the above definition, Employees may request to take bereavement leave for any person not included in the above definition of "family member." Such requests shall be made to the Employee's department

head and shall be considered in good faith.

The Company will include reference to the bereavement policy in Workday.

### Section 4 – Jury Duty

Employees who are summoned for jury duty shall receive time off with full pay when performing jury service. If released early from jury duty, Employees shall report to work. Employees may be required to check-in with management at the end of jury service each day with regard to the status of their service.

#### Section 5- Voting Leave

Employees will be allowed a reasonable amount of paid time off on the day of an election or primary to vote.

### Section 6 – Volunteer Day

All full-time regular Employees shall be eligible to take two (2) paid days off per calendar year to volunteer with a charitable organization (e.g., a food pantry, literacy program, animal shelter, senior services, parks & recreations, etc.) of their choice ("Volunteer Day"). Employees must submit requests for a Volunteer Day at least two (2) weeks in advance. Reasonable exceptions from the two-week notice requirement may be made in cases of emergencies or natural disasters. Employees shall not be required to report evidence of a charitable organization's tax status and/or insurance policy, nor shall they be required to share their experiences of volunteer work with the Company communications team.

### Section 7 — Flexi Day Program

The Company shall apply its Flexi Day Program to bargaining unit members on the same basis as non-bargaining unit employees. Should the plan improve in any way, bargaining unit employees shall receive the improvement.

### Section 8 – Immigration Leave

Employees shall be permitted up to four three (3) additional days of paid time off without discipline or adverse employment action in order to attend administrative meetings or hearings for the purpose of securing the renewal of a work-related visa. Nothing herein shall prevent the Company from granting additional immigration leave. If extenuating circumstances create the need for additional leave, Employees impacted by immigration needs shall not be unreasonably denied the ability to take personal and vacation days to meet the requirements of their visa or renewal process.

#### Section 9 — Reproductive Leave

Bargaining unit employees will continue to participate in the Reproductive Health Day program on the same basis as non-bargaining unit employees. Should the policy improve in any way, bargaining unit members will receive the improvement.

# Article 24: Holidays

## Section 1 - Named Holidays

- 1. Employees shall receive paid time off on each of the following eleven (11) named holidays:
  - a. New Year's Day
  - b. MLK Day
  - c. President's Day
  - d. Good Friday
  - e. Memorial Day
  - f. Juneteenth (6/19)
  - g. Independence Day
  - h. Labor Day
  - i. Thanksgiving
  - j. The day after Thanksgiving
  - k. Christmas
- 2. The Employer shall continue its practice of permitting employees to work flexible and/or reduced hours on Christmas Eve as long as their work is completed in an appropriate and timely manner.
- 3. If a named holiday falls on a Saturday or Sunday, or otherwise on an Employee's scheduled day off, the holiday shall be observed on a scheduled work day close in time to the holiday. The scheduling of the work day off in lieu of the observed holiday is at the Company's discretion, provided the Employee can take the day off.
- 4. If a named holiday falls during an Employee's scheduled vacation, the Employee shall not be required to use a paid vacation or personal day on the named holiday.
- 5. Employees will be allowed up to four (4) hours of paid time off on the day of an election or primary to vote.

# Section 2 - Additional Time Off

1. The Employer shall continue to provide a summer day program, which permits employees to take four floating summer holidays from Memorial Day to Labor Day. Employees shall participate in such program on the same basis as non-bargaining unit employees, including executives, and bargaining unit employees shall receive any improvement to the policy if the policy is improved.

2. If the Employer provides non-unit employees the week around or between Christmas Day and New Year's as paid time off, bargaining unit Employees will be provided the same benefit.

### Section 3 - Floating Holidays

Employees shall be entitled to one (1) floating holiday to use for the purposes of any religious or culturally observed holiday in observance of another holiday, subject to reasonable advance notice and upon mutual agreement between the Employee and the Employer. The granting of a floating holiday shall not be unreasonably denied, subject to the Company's operational needs.

#### Section 4 – Future Holidays

Any additional holidays offered to non-bargaining unit employees will also be offered to bargaining unit Employees.

### Article 25: Health and Related Benefits

#### Section 1 - Paid Sick Leave

Employees are entitled to ten (10) paid sick leave days each calendar year; however, the Employer shall provide a reasonable amount of additional sick leave to employees with a chronic or recurring illness (e.g., long COVID; intermittent recovery from surgery or an emergency medical procedure) that impacts their ability to work. In such circumstances, the employee may be required to provide a doctor's note with regard to their condition. Employees may utilize sick leave for any purpose set forth in the New York City or New York State sick leave acts.

In the event that an employee is out sick for more than six (6) days consecutively, the employee shall apply for short-term disability leave beginning on the 7<sup>th</sup> day of leave. Notwithstanding the above, if any individuals covered under the Company's short-term disability plan are hereafter permitted or required to apply for disability benefits under a different time frame (i.e., after more than one week's absence from work), any such changes shall apply equally to unit employees.

Sick leave shall be prorated for part-time employees.

### Section 2 – Health Insurance

The Company will continue to provide comprehensive hospital, medical and prescription drug benefit plans and vision and dental coverage for full-time Employees and for eligible part-time Employees (i.e., part-time employees working more than 30 hours per week), and their dependents, spouses and/or domestic partners on the same terms as those provided to non-unit employees, as may be changed from time to time. The current plan documents, as of the date of this Agreement, are attached hereto in Appendix A.

Employees have the option of selecting which, if any, of the medical/hospital, vision, and dental plans they wish to enroll in.

Employees who have disputed claims under any Company health insurance plan may bring those disputes to Human Resources. Company HR, or a brokerage representative referred by HR, shall make best efforts to aid the employee in the resolution of the health insurance dispute.

The Labor Management Committee shall have the right to review all health and other insurance plan documents. At the Guild's request, the Company shall meet with the Guild as soon as practicable to explain any changes to insurance plans and the reasons for them.

#### Section 3 - Additional Benefits

The Company will continue to provide supplemental Business Accident Insurance and Workers' Compensation Plans. The current plan documents, as of the date of this Agreement, are attached here to in Appendix A.

### Section 4 - FSA

The Company will continue to provide Employee Health Care FSA, Dependent Care FSA, and Commuter Program benefits. For the Health Care FSA, Employees can carry over up to the maximum allowed into the following year, in accordance with the law. These programs will continue to be provided to Employees at no cost beyond optional Employee contributions. The current plan documents, as of the date of this Agreement, are attached hereto in Appendix A.

### Section 5 - Employee Assistance Program

The Company will continue to provide an Employee Assistance Program. The current plan documents, as of the date of this Agreement, are attached hereto in Appendix A.

### Section 6 - Short-Term and Long-Term Disability

The Company will continue to provide Short-Term and Long-Term Disability Insurance and benefits at no less than the levels of salary replacement and durations of coverage offered under those plans at the time of the ratification of this Agreement. The current plan documents, as of the date of this Agreement, are attached hereto in Appendix A.

### Section 7 – Access to Abortion Care

The Company shall continue to provide health care plans which include coverage for elective and non-elective abortions.

# Section 8 — Travel for Medical Care

In the case that a bargaining unit employee lives in a state where access to a medical procedure is limited, the Company shall reimburse the employee for reasonable travel and lodging expenses related to receiving the medical procedure. The Company shall not reveal communications or records regarding Employee medical requests unless legally required to do so.

# Section 9 - Trans Inclusive Healthcare

The Company affirms its support for the WPATH (World Professional Association for Transgender Health) standards in health care coverage and shall meaningfully consider whether the WPATH standards are adopted by a health care provider in making any decision with regard to a provider, but the choice of provider shall be made in the Company's discretion. In the event WPATH changes their recommendations, the Union may raise the changes in WPATH guidelines.

# Section 10 - Life Insurance

The Company will continue to provide and pay the full cost of Life Insurance and benefits in an amount at least equal to the Employee's salary. Employees may elect to purchase additional, supplemental coverage at their own expense. The current plan documents, as of the date of this Agreement, are attached hereto in Appendix A.

# Section 11 - Medical Insurance While Traveling

For Employees who are enrolled in a Company health care plan and who are traveling on business outside the United States, the Company will provide international emergency health insurance coverage. The current plan documents, as of the date of this Agreement, are attached hereto in Appendix A.

# Section 12 - Family, Fertility, Child Care and Other Benefits

The Company will continue to provide a Legal Plan for unit employees who elect to enroll. The current plan documents, as of the date of this Agreement, are attached hereto in Appendix A.

The Company shall continue its practice of using best efforts to choose health insurance plans which cover fertility treatments, including artificial insemination, invitro fertilization, intrauterine insemination, donor eggs, fertility medication, and any other reproduction, fertility or conception-related procedures and their related costs.

During the term of this Agreement, should the Company offer a cryopreservation benefit, bargaining unit employees shall be eligible for such benefit on the same basis as offered to non-

bargaining unit employees, including Company executives, which may be changed from time to time.

### Article 26: Family Leave

### Section 1 - Parental Leave

The Employer shall provide paid leave for new parents to care for and bond with their child(ren). The amount of paid leave time to which an employee is entitled depends on the length of the employee's disability related to childbirth and the employee's caregiver role, as described below (i.e., either Primary Caregiver or Secondary Caregiver). This leave of absence runs concurrently with any FMLA leave (or other leave permitted by state or local law) taken for adoption or placement of a child, and for child bonding leave.

### Section 2 - Eligibility for Parental Leave

To be eligible for paid Parental Leave, the employee must (i) be a non-temporary, full-time regular employee who is eligible for leave under the Family and Medical Leave Act and (ii) apply for all applicable state or local disability or family leave benefits.

#### Section 3 - Pay During Periods of Leave

Employees eligible for Short Term Disability ("STD") related to pregnancy under the Company's benefits plans will be required to apply for and utilize such benefit plan. STD is in addition to paid family leave and may run consecutively with FMLA leave. The Employer shall either (i) provide full compensation directly to the eligible Employee for any leave taken under this Article (in which case any payment from the applicable insurance carrier/fund will be directed to the Company as partial reimbursement), or (ii) to simply "top off" any insurance or fund payment to the Employee by compensating the Employee in an amount equal to the difference between the amount of any payment made by an applicable insurance carrier, on the one hand, and the Employee's regular wage, on the other hand. Under no circumstance will an Employee be eligible to receive more than 100% of their regular wage for any day of leave.

#### Section 4 - Notice of Leave

To take leave for either of the reasons below, the employee must provide reasonable notice of such leave, including to provide ample time to timely complete all necessary certifications and paperwork with the leave administrator.

### Section 5 - Amount of Leave

1. Primary Caregiver Leave: Primary caregivers shall receive fourteen (14) weeks of paid leave in addition to any short-term disability leave to which they may be entitled, up to a maximum leave of twenty (20) weeks. Primary Caregiver Leave must be taken in a single block

of time within the first 12 months of welcoming the new child and, if taken by the parent who is taking pregnancy-disability leave, must be taken directly following such leave.

Primary Caregivers include the following individuals:

- The employee is the only parent at home caring for the newborn or newly placed child(ren) for adoption;
- The employee's spouse or domestic partner took some time off to care for the child(ren), but that spouse or domestic partner has already returned to work;
- The employee will provide the primary day-to-day care for the child(ren) during the entire period of the leave; or
- The employee's spouse/domestic partner is disabled (including due to childbirth), and the employee must care for the newborn or newly-placed child(ren) for adoption.

To qualify for Primary Caregiver Leave, the employee must sign a certification that they will be the child's Primary Caregiver for the entire period of the leave using the Primary Caregiver Certification.

2. Secondary Caregiver Leave: Secondary caregivers shall receive twelve (12) weeks of paid leave in addition to any short-term disability leave to which they may be entitled, up to a maximum leave of eighteen (18) weeks. Secondary Caregiver Leave may be taken in up to two blocks of time within the first 12 months of welcoming the new child.

In connection with the birth or placement of the same child(ren), an employee who takes Primary Caregiver Leave is not eligible to take Non-Primary Caregiver Leave. Similarly, an employee who takes Non-Primary Caregiver Leave is not eligible to take Primary Caregiver Leave.

3. Employees are entitled to take three (3) weeks of unpaid family leave in addition to the paid family leave set forth above.

4. The Company shall continue to allow employees to use personal, vacation, and sick leave in addition to parental leave to supplement the existing policy.

5. The Company shall continue its practice of providing healthcare benefits coverage to employees while on leave, and payroll deduction for 401(k), healthcare and other benefits will continue on this leave.

# Section 6 - Return to Work and Scheduling

Employees returning from parental leave may request flexible schedules for a period of time immediately upon their return to work. The Company will make reasonable efforts to permit such flexible schedules without compromising operational or business needs.

Section 7 - Job Sharing

Employees may request a job-share with another Employee. The Company will review each such request on a case-by-case basis, and may grant or reject the request at its discretion.

### Section 8 – Family Leave

Subject to Section 1 above, nothing contained herein shall constitute a waiver of Employees' rights to New York Paid Family Leave, or for a similar benefit available in the State in which they reside.

### Article 27: Retirement

## Section 1

The Company will continue to provide a 401(k) Plan (the "Plan") for bargaining unit Employees. Should employees who are not included within the bargaining unit receive an increase in benefits greater than those specified in this Agreement, bargaining unit employees shall receive the same increase.

#### Section 2

Eligibility to participate in the Plan will be established by applicable Plan documents. Upon a bargaining unit employee's start date, the Company shall continue its practice of automatically enrolling employees in the retirement plan. The Company will automatically enroll new employees in the product offerings that are the lowest cost to the employee. The Employee may make new selections immediately and at any other time of their choosing.

The Company shall continue its practice of enrolling in 401(k) plans that permit newly hired Employees to roll over money from their previous employer's 401(k) into the Company's Plan.

#### Section 3

Upon an Employee's start date, the Company will match each dollar an Employee contributes to the Plan up to 3% of eligible pay and will match one-half of an Employee's contributions from 3% to 6% of eligible pay (a maximum matching contribution of 4.5%).

#### Section 4

The Company will hold or provide an information session about 401(k) plans and investment options within it at least once every year.

#### Section 5

The Labor Management Committee shall have access to information regarding the retirement plan, its product menu, its full fees and costs, and all of its policies. The Labor Management Committee may make recommendations for changes in the retirement plan's product offerings, and the Company shall consider those recommendations in good faith.

# Article 28: Travel, Expenses, Equipment, and Additional Benefits

## Section 1 - Equipment

- 1. The Company will continue to provide, or reimburse Employees for, all equipment necessary for Employees to complete their work, including either a desktop or laptop computer that includes a phone service.
- 2. The Company will reimburse Employees working remotely for pre-approved workrelated expenses.
- 3. The Company shall provide necessary software for work devices for Employees who are required to use such software during the course of their job duties.

### Section 2 - Expenses

The Company will reimburse Employees for all reasonable, approved and necessary expenses they incur while performing duties on behalf of the employer. Management may direct Employees with regard to a preferred means of payment for any such expenses. Requests for reimbursement should be made within thirty (30) days of incurring the expense. Such expenses shall be reimbursed no later than thirty (30) days following an Employee's submission of all required receipts.

The Company will reimburse Employees for taxi or Company-approved car service costs up to a maximum of \$50 incurred by an Employee who is required by management to work from the office or other work location before 7AM or after 9PM to travel from a work location to home within the New York metropolitan area, or from a train or bus stop to home outside the New York metropolitan area.

# Section 3 — Travel and Expenses Policy

Employee travel and business expense reimbursements, including for meals and related expenses, shall be governed by the Company's Travel and Business Expenses Policy, as may be amended from time to time. The Company's Travel and Business Expenses Policy shall be amended to include the following provisions:

Should an Employee wish to extend approved work-related travel for personal reasons, the Company shall continue to allow Employees to book lodgings for the days that fall outside of the approved travel for work at the Employee's own expense. Equivalent return flight, train, or other transit expenses shall continue to be paid for by the Company.

When Employees travel for work, they will be reimbursed a minimum per diem of sixty-five dollars (\$65) per day, to be split across daily meals at the employee's discretion. The other terms of the Company Travel and Expense Policy shall apply. Meal breaks will be provided as required by law.

At Company-wide retreats or events, the Company will offer an option for employees to pay for a buy-up to an upgraded room.

### Section 4 - Commuter Transit Accounts

The Company will continue to provide access to commuter transit accounts for Employees to make pre-tax contributions to cover eligible commuting costs.

### Section 5 — Professional Development

Employees may request to attend meaningful programs that contribute to an Employee's professional development, such as conferences, seminars, Webinars, or equipment-based trainings, which requests shall be considered by the Company in good faith.

# Article 29: Immigration/Visa Support

The Company agrees not to require employees to provide documentation concerning their immigration status except as required by law or as otherwise necessary to provide immigration support.

The Company, in its sole discretion, will cover reasonable and customary costs of attorneys engaged by the Company for any bargaining unit employee for whom the Company, in its sole discretion, is sponsoring for a new specific work visa or work-related green card. Where the Company is sponsoring a specific visa or green card for a bargaining unit employee, the Company shall give consideration to an employee's preference of the type of Companysponsored visa or Company-sponsored green card in making its decision. Should an Employee who is on a work visa maintain their employment for three (3) continuous years at the Company, the Employee may request a meeting to discuss a move to a permanent Company-sponsored green card, and such meeting request shall not be unreasonably denied. This provision shall not be subject to the arbitration provisions of this Agreement.

Should an Employee who is on a visa be barred from entry into the United States through no fault of the Employee's due to concerns over documentation, the Company shall provide legal services to aid the employee in their return to the country of employment. The Company's provision of such legal services shall be designed solely to secure re-entry. Should the Company determine that the provision of legal services has reached an unreasonable scope or expense, the Company may transition legal services to the employee after discussion with the Employee and the Guild. Should an Employee or prospective Employee be unable to enter the country, nothing in this provision shall prevent the Employee from negotiating remote employment or freelance terms with the Financial Times Specialist that would meet immigration employment requirements.

# Article 30: Technology

- A. The Company shall discuss in advance the introduction of any new technology, including but not limited to automation, data monitoring, or time keeping technologies, that materially impact employees in Labor Management Committee meetings. Should a bargaining unit member raise a concern related to technologies, the Labor Management Committee may call a meeting to discuss the proposed change. The meeting shall be held as soon as practicable. No material change shall be implemented prior to any such meeting. If employees are materially impacted by any such changes, the Guild shall have the right to bargain expeditiously over the effects of the changes, which bargaining, however, shall not unreasonably delay the implementation of any such changes, recognizing that implementation may be tied to a date certain.
  - B. Material technological changes in the workplace may be a matter of discussion at Labor Management Committee meetings. The topics of discussion shall include but not be limited to:
    - a. Health and safety
    - b. The working environment
    - c. VDU standards
    - d. Training
    - e. Employee privacy and data/information collection
    - f. Automation
    - g. Employee-monitoring technologies
    - h. Technologies suggested by employees
  - C. The Labor Management Committee may research and discuss potential health and wellbeing-related side effects of all new technologies.
  - D. Consistent with the Company's Mobile Device Policy, Employees will not be required to wipe personal information from personal devices for any reason. The Company shall continue to provide access to technologies (e.g., software programs, recorders, transcription services and others set forth in the Company's policy) required for the completion of a bargaining unit employee's assigned work, at no cost to the bargaining unit employee.

# **Article 31: Promotions and Transfers**

### Section 1 - General

The parties recognize that Employees in all positions at FT Specialist should have an opportunity for professional development, including training to develop new and advanced skills, as business needs permit.

Section 2 - Professional Advancement

All Employees will have the option to meet at least bi-annually with a manager, senior manager or department head for a professional development discussion, which will include a discussion of which roles an Employee may be eligible to be promoted or transferred into, what additional skills or qualifications (if any) would be required for those roles, and the Company's criteria for making those promotions or transfers.

Consistent with other provisions in this Agreement, all Employees may be offered opportunities to perform tasks that may enhance their prospects for promotion. If, at the express written request of management, an Employee both successfully and substantially performs the role of a higher bargaining unit job classification on a routine basis for six (6) months, they will be returned to their prior position or offered a promotion into that classification, except where such Employee has temporarily assumed the role of an Employee on leave. The parties acknowledge that this provision addresses circumstances where the Company assigns an Employee to a higher classification, not to Employees who believe they are performing higher level work. Should the Company return the Employee to their prior position at the end of the six (6) month period, the Employee shall be entitled to a performance review, including suggestions that could lead to a permanent promotion.

Notwithstanding the above, if an Employee has temporarily assumed the vacant role of an Employee in a higher bargaining unit classification who left the Company's employ and the Company has been unable to fill the vacancy within six (6) months, despite diligent attempts to do so, the Company may request an extension of this six (6) month period of up to three (3) months, which the Guild shall not unreasonably deny. During any such extended fill-in period, the Employee filling the vacancy in a higher classification shall receive the minimum amount for the higher title specified in Article 21, Wages and Compensation.

The automatic promotion provision of this Section 2(b) may be suspended during periods of financial exigency. Should the Employer wish to suspend the automatic promotion for such reason, the Employer shall present reasonable evidence of financial exigency to the Labor Management Committee. However, upon the cessation of such financial exigency, any Employee who would have otherwise been promoted automatically under the terms of this Section 2(b) shall be so promoted.

#### Section 3 - Timing of Promotions and Transfers

There shall be no minimum amount of time in their current role before an Employee is eligible to be promoted or transferred into a new role at the Company.

### Article 32: Reductions in Force and Severance

#### Section 1 – Reductions in Force

In the event of a reduction of the workforce, the Company will implement such measures in accordance with this Article.

- 1. Except when such prior notice is operationally or financially impractical, the Company shall notify the Guild and affected Employees six (6) business days in advance of any such proposed reduction in force, specifying:
  - a. The economic or strategic rationale for such a reduction in force;
  - b. The names of all Employees to be laid off;
  - c. Job titles, classifications, dates of hire and length of service;
  - d. Proposed effective dates of any such reduction in force.
- 2. If notice is operationally or financially impractical, Employees shall receive an equal amount of notice pay in addition to the severance pay discussed in this Article.
- 3. Notwithstanding the above, Employees who are laid off as the direct result of the introduction of new technology (e.g., automation, conversion of business model to information and data analysis) shall be notified twenty (20) business days in advance of any such proposed reduction in force.
- 4. The Company shall determine in its sole discretion which employees to lay off, based on business and operational considerations, but shall not make such decisions in an arbitrary or capricious manner.
- 5. Each Employee dismissed to reduce the force shall be placed upon a rehiring list for a period of six (6) months. The Company will offer to fill any vacancy during this six (6) month recall period with a person of its choice on the recall list in the applicable affected department. Time spent on a rehiring list by a dismissed Employee shall not constitute a break in continuity of service except as provided otherwise by this Agreement, but may impact eligibility for specific applicable benefit plans and need not be counted as service time in computing seniority.
- 6. An Employee rehired shall be paid the applicable minimum, as per Article 21 (Wages and Compensation), for the classification into which the Employee is rehired plus whatever dollar differential above minimum the Employee was paid when dismissed.
- 7. Upon employee request, the Company may at its discretion convert a portion of severance weeks due under this Agreement to paid non-working notice. Such conversion of severance into paid non-working notice shall not result in any increase of severance payments, COBRA costs or any other payments due under this Agreement. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.
- 8. There shall be no dismissals or reduction in force as a result of the implementation of this Agreement.

Section 2 – Severance

In addition to accrued, unused vacation and comp time, upon the Employee's execution of a release of all employment-related claims against the Company through the date of separation, the Company shall pay severance to any Employee laid off under this Article at a rate of two (2) weeks' base salary (based on the Employee's current base salary or rate of pay) for every year of continuous service at the Company, with a minimum of eight (8) weeks' salary for an employee with one year or less of service and a minimum of twelve (12) weeks' salary for all other employees, up to a maximum of thirty (30) weeks' base salary, paid in a lump sum (less required deductions). Severance shall be prorated by each half-year (i.e., one week's base salary for each 6 months of continuous service). At an Employee's election, the severance payment shall be made no earlier than the thirty-first day following their separation from employment.

To the extent an Employee was enrolled in the Company's group medical, dental, or vision plans when laid off, the Employee will continue to receive group medical, dental, or vision benefits, on the same basis that those benefits are offered to active employees, until the last day of the month of their termination. Recipients will continue to share in the cost of these benefits in the same manner as active employees.

Following the expiration of continued medical, dental, and vision coverage, Employees can continue to participate in such plans pursuant to and in accordance with COBRA. If an Employee who is laid off chooses to extend their coverage through COBRA, the Company shall reimburse the employee for the employer's share of the monthly premium (less applicable deductions) for the duration of their period of severance (i.e., if an employee receives ten weeks of severance, they will receive reimbursement for three months of COBRA payments), up to a maximum of six (6) months of reimbursements.

#### Article 33: Secondments

- A. In accordance with current Company policy, bargaining unit employees may participate in secondment assignments with other brands owned by the Employer, which fall outside the jurisdiction of this collective bargaining agreement. All such seconded employees shall be due fair treatment in accordance with the terms set below:
  - 1. At least two (2) weeks prior to a bargaining unit employee's secondment, the Employer shall communicate with the impacted employee a proposed plan detailing the current terms and conditions of employment of the secondment. In accordance with current practice, the seconded employee may discuss the terms of their assignment with their assigning supervisor and shall signal acceptance of secondment terms in writing.
  - 2. The aforementioned terms and conditions of secondment shall include, but are not limited to, length of secondment; hours of work; rate of pay; vacation, sick and paid time off provisions; and secondment supervisor. Management will ask the seconding brand to provide information with regard to expected weekly output or assignments, but the parties acknowledge that management does not have the ability to ensure same once the employee is seconded.

- 3. The Company shall request that the brand seconding the employee provide relevant orientation information to the seconded employee as soon as practicable after the beginning of the secondment.
- 4. Upon request, the Labor Management Committee shall receive information as to the number of current and outstanding secondments, the start and end times of current and outstanding secondments, and demographic information for participants in secondments.
- 5. The Company shall follow the grievance and arbitration process in accordance with the union contract to which the bargaining unit employee is assigned, except where an employee is discharged in which case the grievance and arbitration provision of this Agreement shall control. Notwithstanding the above, the terms set forth in Article 21 (Wages and Compensation) shall apply to any seconded employee.
- 6. The Company agrees no bargaining unit employee who is seconded into a nonsupervisory position will be left without Union representation.

# Article 34: No-Strike, No Lock-Out

- A. The Company agrees that during the term of this Agreement, it will not lock out any bargaining unit employees covered by the terms hereof.
- B. The Union agrees that during the term of this Agreement:
  - 1. it will not strike (including any sympathy or unfair labor practice strike), picket, or boycott the Company, or directly or indirectly interfere with any of the Company's operations; provided, however, that nothing herein shall prevent any bargaining unit member from participating in a picket line established by another labor organization relating to a non-bargaining unit segment of the Company's workforce during non-work times where such activity in no way impacts the employee's performance of their job duties.
  - 2. neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, picketing, boycott, or interference with any of the Company operations or with respect to the Company as a result of any issue relating in any way to the Company; and
  - 3. it will instruct its members to perform all assigned work with the Company and it will at the same time instruct them not to strike against, picket or boycott the Company.
- C. Struck Work
  - 1. Employees shall not be required to handle or perform struck work.

- 2. Neither published nor unpublished work product produced by unit members shall be used to cross a picket line or replace struck work.
- 3. Employees shall not be required to cross picket lines, except where necessary in the course of a journalistic assignment and, then, only in cases where the employee reasonably believes their safety is not at risk. If there is an active, lawful physical picket line at the Company's office building, bargaining unit members who have the ability to work remotely may request that they work remotely and such requests shall not be unreasonably denied.

# Article 35: Term of Agreement

This Agreement shall be in full force and effect from 12:00 midnight, July 14, 2023, until 12:00 midnight, July 1, 2026. This Agreement shall remain in full force unless either party serves written notice of its intent to terminate or modify this Agreement not more than 90 calendar days nor less than 60 calendar days before the date this Agreement terminates.

SIGNED this \_\_\_\_\_ day of September, 2023, at New York, New York.

FT SPECIALIST

# WRITERS GUILD OF AMERICA, EAST

Bv

Daniel Fink, Managing Director

Voue d By:

Lowell Peterson, Executive Director

### Side Letter A: Union Security

In the event that a bargaining unit employee fails to pay union dues or agency fees in an amount calculated in the manner set forth in the Guild's Constitution and/or Bylaws for consecutive months, prior to requesting that the Company take any action with regard to such failure, the Guild shall provide the employee with written notice of such failure, the amount of money owed, and how such amount was calculated. The Guild shall provide the employee with no less than 30 days from the date of such written notice to make payment of the overdue amount. In the event that the employee thereafter still fails to pay the overdue amount and the Guild requests that the Company take action, the Guild shall provide the Company with evidence that it provided the employee with the above-referenced notice and opportunity to pay the overdue amount. The Company, at its discretion, may then discuss the matter with the employee, and shall provide the employee with an additional, reasonable period of time to make payment of the overdue amount on the Guild's request. In the event that the employee has a demonstrated, substantial economic hardship impacting their ability to make dues payments, the Guild shall permit the employee to apply for a waiver or temporary suspension of the dues requirement during any such period of economic hardship.

### Side Letter B: Compensation Scaling for Geography

Where the Company agrees to permit an employee to work remotely outside the New York metropolitan area, the Company may adjust the individual's salary in accordance with the following method:

The Company shall purchase a report from Salary.com, the largest provider of employersupplied compensation data, for the salaries of the individual's position/role in New York City and the same position/role in the city to which the individual is moving, or the closest city of a similar size for which the data is available (the "target city"). The Company will identify the median compensation for the role in New York City and the median compensation for the role in the target city and will calculate the percentage differential between the median salaries in each location. For example, if the median Reporter salary in New York City is \$75,000 and the median Reporter Salary in the target city is \$60,000, the differential is 20% (\$15,000/\$75,000) (the "base differential"). The Company shall reduce the base differential by 10% to calculate the final differential. In the example above, the final differential, therefore, would be 10%. The final differential is applied to total compensation (salary, commissions, and bonuses), but the Company may round numbers slightly to the employee's advantage.

The Company shall review the data and reports with the associated senior manager, the managing director, and HR to ensure the Salary.com reports accurately reflect the person's role and level.

If salary data is not available for a particular location or nearby location, the Company shall calculate the base differential using median cost of living differentials for New York City and the target city at the following seven online cost of living calculators: PayScale; Best Places; Numbeo; Salary; CNN Money; BankRate; Smart Asset.