

# **Collective Bargaining Agreement**

**BETWEEN**



***News Media Guild***

**Local 31222**

**The Newspaper Guild - Communications Workers of  
America, AFL-CIO**

**AND**



**EFE News Services (U.S.), Inc.**

**JULY 1, 2021 – JUNE 30, 2025**

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## **PREAMBLE**

This Agreement is entered into on the 8th day of December 2021, by and between EFE NEWS SERVICES, (U.S.) INC., a Delaware corporation, hereinafter referred to as the "Company" or "Employer" or "EFE News Services" and the NEWS MEDIA GUILD, a local, No. 31222, chartered by The Newspaper Guild-Communications Workers of America, hereinafter referred to as the "Guild" or "Union," for itself and on behalf of all Employees of EFE News Services, (U.S.) Inc. described in Article 1, for whom the Guild is the exclusive collective bargaining agent.

### **Article 1 - Coverage**

The Company recognizes the Union as the exclusive collective bargaining representative of the bargaining unit certified by the National Labor Relations Board in the Certification of Representative issued in Case No 12-RC-9153, to include all full time and regular part-time Employees in the positions of Editors. Journalists. Photo-Editors. Chief Editor (English Service) and Administrative Assistants employed by the Company in California, Florida, New York and Washington D.C or any other U.S. location to which any of these bureaus may be relocated: and excluding Sales Person, Stringers, Freelancers, Guards and Supervisors as defined in the Act including the Vice President the New York City and Washington D.C. bureau chiefs, and Controller. The positions of Office Administrator and Multimedia Editor are also subject to all the terms and conditions of this Agreement. If the Company opens other bureaus in the U.S., the Guild will be recognized if it can demonstrate a majority of the Employees in the classifications set forth in 12-RC-9153 have signed the authorization cards.

The Company may continue to utilize interns, stringers and freelancers as it has in the past. The Company shall only have up to two (2) interns per bureau. The Company may utilize and print a reasonable number of news articles created by its interns, including news items published in all forms of media, such as text, audio, and social media postings. The term "intern" as used in this Agreement means an enrolled university student who is earning academic credit from an accredited educational institution in compliance with criteria established by the United States Department of Labor. The Company will continue, as it has in the past, to make its best efforts to promote diversity in the intern program.

The jurisdiction of the Guild shall cover all work performed by Employees in the classifications listed above, and shall include new or additional work covered by this Agreement and requiring the same or similar skills for which bargaining unit Employees are currently employed.

This agreement shall not apply to bona-fide stringers, freelancers, and independent contractors; however, stringers, freelancers and independent contractors shall not be used to enable the layoff of an employee or the elimination of a position covered by this Agreement or of employee benefits under this Agreement.

## **Article 2 - CHECKOFF**

1. Upon an Employee's voluntary written request, the Employer shall deduct such an amount equal to such Employee's Union dues, and/or assessments, according to a certified schedule to be furnished by the Guild from time to time, not less than thirty (30) days in advance from his/her salary account, unless such authorization is revoked in writing by the Employee.
2. Such deductions will be made when other deductions are made (currently monthly). Such sums shall be paid to the Secretary-Treasurer of the News Media Guild not later than two (2) weeks after the deductions have been made, or as soon as practicable thereafter.
3. All previous voluntary written requests referred to in Section 1 shall remain in force until revoked under their terms or until superseded by the following form, to be supplied by the Guild. Such request shall be made to the Treasurer of the Employer on the following form, to be supplied by the Union:

Treasurer:

EFE News Service:

I hereby voluntarily request and authorize EFE News Service to deduct from my salary account a sum equal to my regular Guild dues, as certified by the Guild Treasurer to EFE News Service.

I further authorize EFE News Service to deduct from my salary account from time to time whatever sums are certified by the Guild Treasurer to EFE News Service as my regular assessments. Such sums are to be paid to the Treasurer of the Guild not later than two (2) weeks after the deductions have been made, or as soon as practicable thereafter.

I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each from the date appearing below or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Union, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

I further agree that should I experience a break in service with EFE News Service that does not exceed twelve (12) months, this assignment and authorization shall remain in effect for twelve (12) months during any break in service and the deductions shall resume with the first period after my re-employment.

This assignment and authorization supersedes all previous assignments and authorization heretofore given by me in relation to my Union membership

dues.

Employee's signature \_\_\_\_\_

Bureau or Department: \_\_\_\_\_

Date \_\_\_\_\_

The Union agrees to indemnify and hold the Company harmless against any and all claims, suits or other forms of liability arising out of the deductions of money for Union dues and assessment from an Employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been forwarded to the Union.

### **Article 3 - GUILD SECURITY**

1. The employer shall require as a condition of employment of each Employee that the Employee be and remain a member of the Guild in good standing no later than the thirtieth (30th) day following either (1) the date of the first Guild shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later. This paragraph does not apply to Employees in the State of Florida.
2. The Employer shall provide to new Employees a copy of the News Media Guild-EFE collective bargaining agreement at the time of hiring.
3. Management shall make the Guild's existence as the exclusive bargaining representative known in the following manner:
  - (a) Upon request by the Guild, the Employer shall provide all new hires with Guild materials supplied for that purpose at the time of hiring.
  - (b) Management shall provide to each new hire a written statement confirming that an Employee's hiring, advancement, promotion, evaluation, and other job opportunities will in no way be affected by their membership or activity in the Guild.
  - (c) It will notify the Guild of any new hires within ten (10) days of hiring.

### **Article 4 - PAYROLL INFORMATION**

1. The Company shall provide the Guild monthly, within fifteen (15) days of the month in which the information became effective, with the following information. The Employer will provide the information in electronic format to the Guild, when possible to do so.
  - (a) **For new hires and separations:** name, sex, date of birth, address, unique Employee number, date of employment, classification, department, starting salary. In the case of part-time Employees the initial report will include the number of hours assigned.

- (b) **For transfers:** The effective date and bureau or department transferred to and from.
  - (c) **For rehires:** The information in (a) above plus the office within the Company office to which the Employee had been previously assigned, and the date removed from payroll.
  - (d) **For merit increases granted:** the name of the Employee bureau, salary and amount of the increase granted together with the effective date thereof.
2. Up to thrice annually, but regularly and without request on January 1 and June 1, or upon Union request, the Company will supply the Union with:
- (a) a payroll list of all Employees in the bargaining unit and grouped by job classification, and identified by bureau and department. This list will include the names, sex, date of birth, address, unique Employee number, date of hire, weekly salary, date and amount of last merit increase and whether the Employee is participating in any Company sponsored Employee welfare benefit plan.
  - (b) for Interns, the name, sex, date of birth, address, dates of internship, locations of internship, names of sponsoring educational institution and description of academic coursework, names and contact information of instructors, lists of any assignments resulting in any work that is disseminated by or used for the benefit of the Company as set forth in Article 1.

## **Article 5. PROBATIONARY PERIOD**

1. The standard probationary period for all bargaining unit Employees shall be ninety (90) calendar days from the date of hire or the date of promotion. With respect to new hires, any time in excess of seven (7) calendar days spent out of work or on modified duty for any reason, including a worker's compensation injury, shall be deducted from the ninety (90) calendar days, thus extending probation by the number of calendar days the Employee was out of work or on modified duty.
2. The probationary period shall be waived for employees who have been interns in the United States for one (1) year or for former employees who have passed the probationary period and who were not dismissed for just cause. The Company in its discretion may waive the probationary period for individuals who have been employed for at least one (1) year by Agencia EFE (or any of its subsidiaries, anywhere else in the world, and such waiver shall not be unreasonably denied.
3. Prior to the expiration of the time period outlined in Section 1, the Company will make a final decision on retention of the Employee in a regular status

position. If an Employee who is promoted does not pass or complete his/her probation within the ninety (90) day period, he/she shall be returned to his/her previous position with the same pay and benefits. The failure of an Employee to pass or complete probation shall not be subject to the grievance procedure contained in this Agreement.

## **Article 6 - GRIEVANCE AND ARBITRATION PROCEDURE**

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.
2. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any Employee or the Guild may have as to the interpretation, application, and/or alleged violation of some express provision(s) of this Agreement.
3. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered abandoned at the last level considered if the grievant fails to timely process the grievance to the next level. Once the grievance notification has been given, the grievance shall be settled only through grievance procedure set forth in this Article; however, only disputes in which it is claimed that an article or articles of this Agreement have been violated may be submitted to arbitration. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement. It is the intent of both parties that the same relief not be heard under both the arbitration procedure and before the National Labor Relations Board (NLRB) or a court or any administrative agency or body.
4. All grievances must be in writing and must contain the following information:
  - (a) Article(s) and Section(s) of the Agreement alleged to have been violated;
  - (b) A general statement of the grievance, including facts, dates and times of events and the remedy or adjustment desired;
  - (c) Signature of aggrieved Employee or the Guild representative and date signed.
  - (d) Grievances filed by the Guild through e-mail shall be deemed as having met the requirements of (c) above.

5. Grievances shall be processed in accordance with the following procedures. The Guild may designate up to two (2) representatives of its own choosing, to take up with the Employer or its authorized agent any grievance.

**STEP 1:** The grievant or Guild representative shall present a grievance in writing to the Employee's Bureau Chief within forty-five (45) calendar days of the occurrence of the action giving rise to the grievance except that grievances involving a dismissal or suspension without pay may be taken directly to Step 2.

In cases of grievances involving claims of continuing violations, the remedy period shall be limited to thirty (30) calendar days prior to the filing of the grievance. Discussions between the Guild's representative(s), grievant(s) and the Bureau Chief will be informal for the purpose of settling differences in the simplest and most effective manner. The Bureau Chief shall reach a decision and communicate in writing to the Guild representatives within ten (10) calendar days from the date of the grievance meeting. Failure of the Bureau Chief to timely respond may be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2. The Employer and the Guild may, by mutual agreement in writing or by confirming e-mail, waive Step 1 of the Grievance procedure and proceed directly to Step 2. In those cases where the grievance is presented to the Washington Bureau Chief, a denial of the grievance shall entitle the grievant to proceed to Step 3.

**STEP 2:** If the grievance is not settled at the first step, the Guild, within thirty (30) calendar days of the answer in Step 1, or if no answer was received under Step 1, within thirty (30) calendar days of the date the answer was due, may appeal the grievance to the Vice President of the Company (currently the Washington Bureau Chief). The Vice President shall investigate the alleged grievance and shall, within thirty (30) calendar days of receipt of the written grievance, meet with the Guild's representatives. The Vice President shall notify the Guild of a decision no later than thirty (30) calendar days following the Step 2 grievance meeting in writing. Failure of the Vice President to timely respond may be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

**STEP 3:** If a grievance has not been satisfactorily resolved within the grievance procedures, the Guild may, within thirty (30) calendar days after the written response is received at Step 2 of the Grievance Procedure, request a sub regional panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS") for the office closest to that of the grievant(s).

A copy of the written request will be provided to the Company.



Requests made electronically through the FMCS Web site shall meet the requirements of this step.

6. –

- (a) Upon receipt of the list, the parties shall attempt to jointly select an arbitrator (a jointly chosen arbitrator need not be among those on the FMCS list). If no such agreement is made within ten (10) calendar days, the parties shall within ten (10) calendar days meet to choose an arbitrator by alternating strikes (telephonic meetings are acceptable). The party initiating the grievance shall make the first strike. The process and meeting shall continue until an arbitrator is selected, and the arbitrator shall be promptly notified of his/her selection. Either party will be entitled to strike one (1) entire panel of arbitrators within fourteen (14) calendar days after receiving the list.
- (b) After the discussion, the parties shall determine the most appropriate and efficient location for the arbitration hearing(s). In the absence of agreement, the arbitration hearing shall be conducted in the City where the grievance event occurred.
- (c) After an arbitrator has been selected, the parties shall schedule and present the case to completion as expeditiously as possible.

7. The following general rules are applicable to this Article:

- (a) The Guild may abandon or settle a grievance. The Guild and the Company may mutually agree in writing that a grievance settlement is non precedent setting.
- (b) No grievance can be amended or supplemented after the management response at Step 2 without the written consent of the Guild and the Company.
- (c) The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- (d) The arbitrator shall have only the power to rule on grievances arising under this Agreement.
- (e) The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to.
- (f) Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.

8. The arbitrator's decision shall be final and binding on the Guild and on all bargaining unit Employees and on the Company, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

9. Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties. Expenses shall be equally divided between the parties. No party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. In the event it is necessary to use an interpreter during an arbitration hearing, the parties shall select an interpreter that is court certified. The cost of the interpreter shall be shared equally by the parties. In advance of the hearing, the parties shall use their best efforts to stipulate to translation of non-English documents made by the party that intends to introduce the document in evidence. If the parties are unable to stipulate as to the translation of the document, the interpreter shall translate the document during the hearing.
10. Wherever the Employer is required to communicate responses to the Guild under this Article, such response shall be given to the Guild representative(s) and the grievant, with a copy sent to the Guild's office in New York.

#### **Article 7 – NON-DISCRIMINATION**

1. The Company and the Union agree that neither party will discriminate or interfere whatsoever with the right of any Employee covered by this Agreement to belong or not belong to the Union. No bargaining unit Employee will be discriminated against by the Company for engaging in authorized activity, as required by this Agreement, on behalf of the Union. There shall be no discharge or other discrimination against any Employee because of his or her membership or activity (including the filing of grievances) in the Guild. Nor shall there be any discrimination against Employees who oppose or refuse to join the Guild.
2. There shall be no discrimination in hiring or employment as to a person's age, sex, sexual orientation, gender identity, race, creed, color, national origin, disability, or any other characteristic protected by law. Disputes over claimed discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Equal Employment Opportunity Commission or an equivalent state agency arising from the same common nucleus of operative facts.

#### **Article 8 – JOB SECURITY**

1. The Company shall not discharge or suspend any Employee without just cause. The reasons for discharge or suspension must be given to the Employee in writing at the time of discipline, or within a reasonable time thereafter. The Guild shall be given prompt written notice to its New York office of any discharge or suspension. The Guild and the employee shall be notified in

writing at least four (4) weeks in advance of any reduction in force. The Employer may pay four (4) weeks' salary in lieu of notice to the individual.

2. There shall be no reduction in salaries except as may be qualified elsewhere in this Agreement. In case of an involuntary transfer, the Employer will first determine the qualifications needed with respect to the individual to be transferred. Then, among the Employees who have these qualifications, the Employer will seek volunteers. In the case of more than one (1) volunteer, the senior Employee will be transferred. If there are no qualified Employees who volunteer to transfer, the junior Employee with the requisite qualifications will be transferred. Should the Employee decline a transfer, he/she shall receive severance as provided for in Article 12 (Severance). Acceptance of severance by an Employee shall be entered on the records as a resignation. An Employee shall not be forced to transfer to another City because of his/her membership or activity (including the filing of grievances) in the Guild.
3. In the case of a reduction in staff or when bureau functions cease or are transferred elsewhere, job seniority shall be determinative among Employees who have demonstrated ability to perform the work within their bureau. If the senior Employee has demonstrated ability to perform the available work, the Employee with the least seniority in the classification will be selected for layoff. If the least senior Employee has the demonstrated ability to perform work that was transferred to another bureau, he/she will be offered a transfer. Should the Employee decline a transfer or be released by reduction of force he/she shall receive dismissal indemnity as provided for in Article 12 (Severance). Acceptance of dismissal indemnity by an Employee who has rejected an offer of employment elsewhere shall be entered on the records as a resignation.
4. Employees dismissed under Section 2 or 3 of this Article shall have their names placed for twelve (12) months on a preferential list for re-employment in the Employee's bureau or department and shall be reemployed if a vacancy for which they are qualified occurs during that period. In the event of recall, seniority will prevail when the Employee has the demonstrated ability to perform the work available.
5. The Company shall furnish Employees a copy of any commendation, criticism, rating, or formal written comment regarding their job performance simultaneously with its being placed in the Employee's personnel file. The Employee shall be entitled to file a response which the Employer shall place in his/her personnel file. At the Employee's request each Employee in every classification covered by this Agreement shall receive a personnel evaluation once annually within thirty (30) business days of his/her anniversary date of hire, followed by a conference with the Employee's chief of bureau or department head. The Employee shall sign the evaluation acknowledging its receipt. The Employee shall be given a copy of the written annual appraisal to

be placed in his/her personnel file, and shall have the right to have a written response entered with it.

6. If the Employee is rehired, the Employee shall return severance pay for each week not yet elapsed.

7. –

(a) For employees who have completed four (4) years of employment with EFE News and whose continued employment is contingent on possessing a nonimmigrant visa (I-visa) under 8 U.S.C. 1101(a)(15)(I) of the Immigration and Nationality Act (as amended) the Employer agrees to timely prepare any authorization, letters, endorsements, or other documentation necessary to process an “I-visa.”

(b) The Employer shall reimburse an employee for the cost of government fees to apply or renew an I-visa as an employee expense under this agreement. If authorities require travel for an in-person consular interview, the Employer shall reimburse reasonable travel, where “reasonable” shall be defined as travel to the nearest location where an in-person consular interview may be granted and the Employer shall reimburse reasonable lodging, and meal expenses for the interview. The Employer shall permit an employee to schedule paid or unpaid time to attend the consular interview.

#### **Article 9 – SENIORITY**

1. For purposes of determining eligibility for benefits as referenced in Articles 19 (Vacations), Article 20 (Leaves of Absence), and Article 22 (Sick Leave) of this Agreement, employees shall receive a seniority date that includes credit for periods of prior employment with EFE News Services, Inc. or with Agencia EFE, S.A. or any of its subsidiaries. For all other purposes within this Agreement, seniority shall be defined as the length of time a bargaining unit employee has been continuously employed as an employee of EFE News Services, Inc. from the latest date of hire at any bureau, facility, or office in the United States.

2. New hire Employees are not entitled to seniority until they have completed the probationary period pursuant to Article 5. Upon completion of the probationary period, seniority will be established as of the date of initial hire. Seniority will continue to accumulate once seniority has been established under this contract, subject to the following. Seniority shall be broken when an Employee (a) retires; (b) is terminated; (c) voluntarily resigns; (d) does not return to work on the date designated by the Company after being recalled by the Company from a lay off; provided the Employee is given a minimum of thirty (30) calendar days’ notice of recall; (e) exceeds an authorized leave of absence or disciplinary suspension unless it is impossible to return to work for

circumstances beyond the Employee's control; (f) accepts a non-bargaining unit position and leaves the bargaining unit for a period of more than ninety (90) calendar days; (g) is on layoff for a continuing period of twelve (12) months.

3. In the event two (2) or more Employees are employed on the same date; the person with the lowest last four (4) digits Social Security number will be considered the most senior.

#### **Article 10 -TRANSFER EXPENSES**

1. The Company shall pay the reasonable moving expenses of the Employee and his/her spouse, dependent children, and other dependents living in the Employee's household at the time the transfer is offered. Prior to the transfer the Employee shall obtain and provide to the Company for approval three (3) quotes for the transfer of the Employee's household goods and effects. The Employee need not be reimbursed for moving expenses which have not been authorized by the Company in advance.
2. Upon the effective date of the transfer the Company will pay the Employee an amount equivalent to reasonable hotel expenses up to a maximum of fifteen (15) days for the Employee and his/her immediate family as set forth in Section 2 above in order for the Employee to secure a new place of residence. During this fifteen (15) day period a meal allowance of \$70.00 Dollars for the Employee will be issued by the Employer.

#### **Article 11 – SEVERANCE**

1. Except as noted in this Article, severance shall be paid to any Employee who has completed the probationary period and who is dismissed pursuant to Article 8, "Job Security," Sections 2 and 3.
2. Except as noted herein, severance shall be paid in a lump sum at the rate of three (3) weeks' pay for each year of continuous service up to a maximum of forty-five (45) weeks.
3. Severance shall be based on the regular weekly salary received by the Employee at the time of termination. In the case of part-time Employees, the severance will be calculated by averaging their pay using the preceding twelve (12) weeks.
4. In the case of an Employee's voluntary termination from employment (resignation), or termination for cause, there shall not be any severance paid.

## **Article 12 – ADVANCEMENT OPPORTUNITIES**

1. It is the policy of the Employer to encourage professional advancement to the extent possible. Qualified employees under this Agreement shall be eligible and permitted to apply for any job openings in Agencia EFE.
2. In the event there is an opening for a vacant, journalist, editor or administrative assistant position in any of the U.S. Bureaus, the Company will continue to post those openings and any Employee may apply for any open position. The Company will post the requirements of the position, including requisite experience and educational prerequisites. A copy of the job posting will be provided to the Guild and, among others, the following organizations:
  - (a) Asian American Journalists Association
  - (b) National Association of Hispanic Journalists
  - (c) National Association of Black Journalists
  - (d) Women in Communications
3. Transfer expenses for Employees selected for positions in a different Bureau in the U.S. shall be borne by the Employer in accordance with Article 10.
4. The Company will also receive any requests from Employees who desire to transfer to other Bureaus outside the U.S. The Employer will forward the Employee's request to the appropriate Bureau for review and consideration.
5. If an Employee applies for a vacant position and is not granted an interview and/or is not hired, the Employee may not file a grievance or pursue arbitration under Article 6 of this Agreement.

## **Article 13 – WAGES**

1. Effective the first full pay period following ratification, when a new Employee is hired, and after the conclusion of the probationary period in Article 5, the Employee shall be paid no less than the amount set forth in Schedule A corresponding with their job classification.
2. Effective July 1st 2021, non-probationary current Employees shall receive at least the minimum pay set forth in Schedule A based on their completed years of employment with EFE News.
3. Except as provided in Schedule B, effective July 1st 2021, employees shall have their weekly salaries increased to the corresponding levels in Schedule A in the first payroll period after their completion of 4, 7 and 10 years of service with EFE News. Nothing herein should be interpreted to require the Employer to engage in individual bargaining upon an employee's request.
4. Wage payments shall be made semi-monthly.

5. **Experience Credit:** New hires shall be credited with equivalent experience acquired in full-time work as a newsperson at comparable media outlets., regardless of the geographic location where the experience was obtained. Said employees will be paid the weekly salary rate set forth in Schedule A corresponding to their credited years of experience as a newsperson. Thereafter, these employees shall have their weekly salary increased to the next higher rate for their job classification upon completion of the number of years associated with the next step in Schedule A. With respect to current employees, the parties agree that all employees have been credited with their relevant experience. The Employer will unilaterally, in the exercise of its good faith judgment, determine the amount of experience credit a new hire shall receive, but recognition of relevant experience shall not be unreasonably denied.
6. The Company reserves the right to cross-utilize Employees within or among any positions. When such cross-utilization takes place, any Employee who performs work in a higher classification shall receive pay at the rate of pay of the higher classification as set forth in Schedule A based on the Employee's number of years of service in his/her position. In the case of a part-time Employee, his/her pay will be pro-rated on a daily basis.
7. Credit in any classification specified in Schedule A, shall be given for work within the company in any classification specified in Schedule A of the contract. This paragraph does not apply to interns.
8. **Differentials**
  - (a) Any employee scheduled and required to work after the hour of 8:00 p.m. (local time) on any day shall be paid an additional evening differential equal five percent (5%) of a day's regular pay for each day so required.  
An employee scheduled and required to work on a Sunday shall be paid an additional differential equal to five percent (5%) of a regular day's pay.
  - (b) The employer will make its best effort to assign employees to evening shifts who voluntarily desire to work evening shifts. If no employee voluntarily accepts such assignment, the Company may assign an employee to work evening shifts. However, no employee shall be assigned to evening shifts for more than one (1) week's duration (as part of a rotation) without the employee's consent.
  - (c) Any employee assigned to work the evening shift shall not be assigned to work during the weekend.

**SCHEDULE A**

<b>Classification A: Newsperson (Reporters, Photo Editors, Hispanic Editors, English Service Editors, and Multimedia Editors)</b>			
	<b>Washington, NY, CA</b>	<b>7/1/2021</b>	<b>7/1/2023</b>
<b>To Start</b>		\$1,169.87	\$1,204.96
<b>After 4 Years</b>		\$1,227.18	\$1,264.00
<b>After 7 Years</b>		\$1,306.00	\$1,345.18
<b>After 10 years</b>		\$1,390.88	\$1,432.61
<b>Miami</b>			
<b>To Start</b>		\$912.76	\$949.27
<b>After 4 years</b>		\$935.16	\$972.56
<b>After 7 years</b>		\$1,080.74	\$1,123.97
<b>After 10 years</b>		\$1,150.98	\$1,197.02
<b>Classification B: Photo, English, and Hispanic Chiefs</b>			
<b>To Start</b>		\$971.96	\$1001.12
<b>After 4 years</b>		\$1,040.17	\$1,071.37
<b>After 7 years</b>		\$1,131.11	\$1,165.04
<b>After 10 years</b>		\$1,204.63	\$1,240.77
<b>Classification C: Office Administrator</b>			
<b>To Start</b>		\$865.85	\$891.83
<b>After 4 years</b>		\$955.87	\$984.55
<b>After 7 years</b>		\$1,023.39	\$1,054.09
<b>After 10 years</b>		\$1,089.90	\$1,122.60
<b>Classification D: Administrative Assistants</b>			
	<b>Washington, NY, CA</b>		
<b>To Start</b>		\$844.40	\$869.73
<b>After 4 years</b>		\$934.46	\$962.50
<b>After 7 years</b>		\$1,002.02	\$1,032.08
<b>After 10 years</b>		\$1,067.14	\$1,099.16
<b>Miami</b>			
<b>To Start</b>		\$699.21	\$727.17
<b>After 4 years</b>		\$763.37	\$793.91
<b>After 7 years</b>		\$826.51	\$859.57
<b>After 10 years</b>		\$880.23	\$915.44



## **Article 14 -INDIVIDUAL BARGAINING**

1. From time to time, the Company may grant additional salary increases to Employees on the basis of individual performance and merit. Distribution of individual increases during the term of the Agreement will conform to the normal practices of the Company.
2. Any Employee represented by the Union may bargain individually with the Company as to the Employee's hours, wages and working conditions except that he/she may not bargain for terms less than those provided herein.

## **Article 15 – EXPENSES**

1. In accordance with Company policy, the Company shall reimburse Employees for business-related expenses reasonably incurred by an Employee in the course of the Employee's work.
2. Out-of-town travel is defined as any traveling that requires an overnight stay. All out-of-town traveling must be previously authorized by the Employee's supervisor. Upon the Employee's return, out-of-town travel justification reports and receipts must be submitted to the accounting department within one (1) month. All hotel, car rental, telephone, cellular, airplane tickets, and other receipts for business expenses must accompany the justification report. Failure to do so may result in claims being denied. If a cash advance was issued and a refund is due the Company, a check for the balance due must accompany the travel justification report.
3. Employees who travel out of town are issued a meal allowance of at least seventy dollars (\$70.00).
4. Employees whose unanticipated work assignments require them to be away from the office during a majority of their work hours during the day, but who are not engaged in out-of-town travel, may submit receipts for a lunch allowance of up to \$25. Approval shall not be unreasonably denied.
5. For the authorized use of an Employee's automobile, the Company agrees to pay:
  - (a) The established IRS rate per mile on the day when the Employee is authorized to use his/her automobile. In order to obtain reimbursement a detailed report detailing the date, time, locations, and reason for travel and signature of supervisor must be submitted to the accounting department within the month the traveling occurred.
  - (b) Necessary parking fees where free parking is not available at the place of authorized car use.
6. The Company agrees to carry Business Travel Accident insurance coverage with a death benefit of \$200,000 for Employees who are on assignments.

7. In the Washington, D.C. area, the Employer agrees to pay \$100.00 per month per Employee as commuting allowance. In the New York City area, the Employer agrees to pay employees permanently assigned to this geographic collation \$100.00 per month as a commuting allowance.

#### **Article 16 - HOURS, OVERTIME AND WORK SCHEDULES**

1. The normal workweek will consist of five (5) days totaling thirty-seven and one-half (37½) hours per week, Monday through Sunday. The workweek for payroll purposes begins at 12:01 a.m. Monday and ends at midnight Sunday.
2. The normal workday for all Employees shall be seven and one-half (7½) hours within eight (8) hours. Time worked in excess of seven and one-half (7½) hours but not more than eight (8) hours in any day shall be compensated for at straight time in cash. All time worked in excess of forty (40) hours in any week shall be compensated for at time and one half in cash or compensating time off, as may be provided by law, including such differentials as may be paid to the Employee.
3. Sick leave, vacation, holidays, jury duty and other paid time off shall be considered time worked under this Agreement.
4. The Employer agrees to provide reasonable rest intervals between the end of a working day and the start of a new day. A minimum of twelve (12) hours shall be allowed in case of the latter.
5. All Employees shall be granted a thirty (30) minute meal break within one (1) hour of the midpoint of the Employee's shift, at the Employee's option.
6. Except when Employees are on a day off or on vacation, Employees shall work overtime when reasonably requested or required to do so. Overtime when required must be approved by the Employee's supervisor prior to the Employee's performing the work.
7. EFE will continue its practice of posting work schedules at least thirty (30) days before taking effect. All schedule changes shall be held to the absolute minimum possible. The Employer shall seek volunteers before making changes, and in any instance shall involve as few Employees as possible. The Employer may turn down a volunteer if it would result in overtime.
8. Time spent in traveling on assignment shall be considered working time in the meaning of this Agreement.
9. The Employer shall cause a record of all hours worked, including overtime, to be kept. Such record shall be made available for inspection by the Guild upon request.

10. In determining overtime rates in this Article, the Employer shall include as part of the base salary for the week all differentials due the Employee for the workweek in which the overtime occurs.
11. Absent extenuating circumstances, an Employee who fails to report at least three (3) consecutive workdays and fails to notify his/her supervisor in advance of the reason for failure to report to work will be considered to have resigned.
12. Absent extenuating circumstances, whenever an Employee is unable to report to work because of illness or emergency, the Employee must inform his/her supervisor as far in advance as possible prior to his schedule shift time.
13. The Employer shall include each Employee's balance of accrued vacation, holiday, and sick days in the Employee's pay stub.
14. When an appropriate federal, state, or local government determines that a natural disaster (such as snow storms or hurricanes) or other emergency prevents or makes hazardous travel to and from work, the Employer may allow employees to work at remote locations, including the Employee's home. If an Employee is unable to work from a remote location in such circumstances, the Employee may apply for any unused vacation time for the days he/she is unable to work as a result of the natural disaster or emergency, and permission to do so shall not be unreasonably denied.

#### **Article 17 - PART TIME AND TEMPORARY EMPLOYEES**

1. Regular part-time Employees are Employees who are regularly scheduled to work not more than 28 hours per week. No part-time Employees will be used in a position if a full-time Employee in the same position is on layoff. All regular part-time Employees are members of the bargaining unit regardless of scheduling or hours worked; however, part-time Employees' who are regularly scheduled to work at least twenty (20) hours per week shall be entitled to group health insurance coverage for the Employee (excluding dependent coverage), and to vacations, holidays, leaves of absence, and sick leave at one-half ( $\frac{1}{2}$ ) the rate for full time Employees.
2. Temporary employees are those hired to replace employees who are absent from work due to approved leaves of absences and for other temporary assignments for periods not to exceed 12 months. Temporary employees are not subject to any of the provisions of this Agreement except that Temporary employees will be paid no less than the minimum for the position assigned, are entitled to sick leave and holiday pay in accordance with Articles 22 & 18, and for group insurance under Article 23. If a temporary employee is made a permanent employee after three (3) months of continuous service the temporary employee shall become a regular full-time employee with seniority beginning from date of hire. Temporary employees shall not be employed

where, in effect, their employment would eliminate a full time employee. The Company agrees that it will not hire temporary employees while full-time employees are on layoff; provided that the employees on layoff are qualified to perform the temporary work that is available, and provided further that the laid-off employee is immediately available to perform the temporary work. Any temporary assignment may be extended by mutual agreement of the Company and the Guild.

#### **Article 18 – HOLIDAYS**

1. The following days, or days observed as such, shall be considered holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
2. An Employee may substitute any religious holiday for any holiday enumerated in Section 1.
3. Any Employee required to work on any of the holidays in Section 1 above shall receive, in addition to regular pay, one (1) compensating day off and a cash payment of one-half (½) day. The compensating day shall be scheduled by mutual agreement between the Employer and the individual within ninety (90) days after the holiday. The Employer need not agree to schedule said day(s) in conjunction with other paid time off.
4. If a holiday specified above falls during an Employee's vacation, or on a weekend, he/she shall be given another day off.
5. In order to be eligible for pay for an unworked holiday, an Employee must work all normally scheduled hours on the last regularly scheduled work day immediately preceding the holiday and on the next scheduled work day immediately following the holiday, except that this provision does not apply when the scheduled work day immediately before and/or after the holiday is approved leave time under this Agreement.
6. Non-probationary Employees are eligible for three (3) paid personal days per year.

#### **Article 19 – VACATIONS**

1. Commencing on the date of execution of this Agreement:
  - (a) The Company shall provide enough scheduling flexibility for Employees to take their accrued vacation during the calendar year in which they are entitled.
  - (b) Any vacation not scheduled by the Employee by August 1 of the year in which it is due may be scheduled by the Company to be taken by the end

of the year during the weeks or days designated by the Company in its discretion. There shall be no forfeiture of vacation time under this article should the Employer fail to schedule the unused time.

- (c) The Company may consider any special or unforeseen circumstances that may result in a need by the Employee to reschedule the vacation, and permission to do so will not be unreasonably withheld. In establishing a vacation schedule, the Company may take into consideration the needs of the Company to maintain necessary staffing in order to carry on operations. In the event of a conflict between (2) two or more Employees requesting the same vacation time, and the Company determines that all Employees requesting that time will not be permitted off, the vacation time selected will be awarded on a seniority basis, with the most senior Employee having the first choice.
  - (d) An Employee may begin vacation on any day of the week.
  - (e) An Employee may use a maximum of five (5) vacation days in increments of less than one (1) week; if the Company agrees, the Employee may use more than five (5) days in this way. Requests for a full week or more of vacation may be given preference over requests for partial weeks.
  - (f) An Employee who is hospitalized while on vacation may substitute available sick leave for vacation for time spent in the hospital.
2. Employees shall retain all vacation time earned prior to the execution date of this Agreement.
  3. Upon mutual agreement, an Employee who has exhausted his/her vacation entitlement may "borrow" up to three (3) days from the next year's entitlement to care for an ill dependent suffering from a serious health condition. A "dependent" is a son, mother, father, brother, sister, daughter, step-child, step parent, grandchild, grandparent, mother-in-law and father-in-law. A "serious health condition" is an illness, injury or impairment that involves in-patient care in a hospital or continuing treatment by a health care provider of at least two (2) or more visits.
  4. Prior to the start of each quarter, Employees shall meet for the purpose of coming to agreement on the selection of vacation, by department, according to the needs of the service. In the absence of agreement for any quarterly period, vacation requests made in accordance with this quarterly vacation scheduling system shall be scheduled on the basis of seniority, with seniority calculated based on the Employee's service entry date. Vacation requests made after the start of the quarterly period will be scheduled on a first-claimed, first-assigned basis.
  5. To meet bona fide news or staffing emergencies, the Company may rescind an Employee's scheduled vacation. If an Employee's scheduled vacation is rescinded by the Company, the Employer shall reimburse the Employee for

the cost of any non-refundable hotel or transportation deposits, fees or tickets on behalf of the Employee and members of his/her household who were traveling with the Employee, upon satisfactory proof of loss. In such instance, the Employee will make his/her best effort to cancel any travel arrangement prior to any cutoff dates for cancellation and refund.

6. Employees must make all requests for vacation to their immediate supervisor via e-mail at least two weeks in advance of the desired time off if the request is for vacation for one week or less, and at least three (3) weeks in advance of the desired time off if the request is for vacation of more than one week. The supervisor will communicate the approval or disapproval to the Employee promptly. Requests for a full week or more of vacation may be given preference over requests for partial weeks.
7. If in the future the vacation selection schedule is posted on EFE's computer system, it shall be available to all Employees for inspection.
8. Commencing on the date of execution of this Agreement:
  - (a) Employees that have been employed for at least five (5) consecutive years shall be eligible for vacation with regular pay to be taken computed on the basis of 1.83 days of vacation for each month of continuous employment after the date of execution of this Agreement up to a maximum of twenty-two (22) days per year.
  - (b) Employees will earn 1.25 days of vacation for each month of continued employment up to a maximum of fifteen (15) days per year for the first five years of employment.
  - (c) Irrespective of the foregoing, no current Employee shall be adversely affected regarding their vacation entitlement.
9. Employees leaving the service of the Employer for reasons other than proven financial dishonesty, gross misconduct, or gross neglect of duty shall receive liquidation of accrued (pro-rata) vacation credit from the preceding January 1 to date of termination of employment. Employees entering the service on or after January 1 in any year and whose services are terminated for reasons other than proven financial dishonesty, gross misconduct, or gross neglect of duty prior to the succeeding January 1 shall be entitled to receive payment of accrued vacation on a pro-rata basis for the year involved.

## **Article 20 -LEAVES OF ABSENCE**

- 1) Applications for all leaves of absence under this article shall be addressed in writing, with the reasons stated, to the Employer's designated representative. The Employer shall respond to requests promptly, and approval shall not be unreasonably withheld. If granted by the Employer, such leaves under this article shall not be construed as breaks in seniority. Employees will not accrue

benefits (including medical and dental) during all approved leaves under this article. Employees shall be reinstated to the same or similar position in the same bureau or department upon return from any leave set forth below immediately upon the expiration of the leave.

2) Fellowships: After seven (7) years of continued employment, Employees qualifying for any of the following fellowships and educational seminars set forth below will be granted upon request unpaid leaves for a period not to exceed one (1) year. During this period the Employees will not accrue benefits and will be responsible for his or her health insurance premiums. The Company will extend full COBRA participation to all Employees for the duration of any fellowship.

- Nieman Fellowships (Harvard University);
- Kiplinger Mid-Career Program in Public Affairs Reporting (Ohio State University);
- Freedom Forum Asia Fellowships Program for Journalists (University of Hawaii);
- Michigan Journalism Fellowships (University of Michigan);
- John S. Knight Fellowships for Professional Journalists (Stanford University);
- Freedom Forum Media Studies Residential Fellowships (Columbia University);
- Alicia Patterson Foundation Fellowships;
- Knight-Bagehot Fellowship Program in Economics and Business Journalism (Columbia University);
- Yale Law School Fellowships in Law for Journalists (Yale University);
- National Arts in Journalism Program;
- International Reporting Project (Johns Hopkins University).

A minimum of ninety (90) days advance notice of request for fellowship leave shall be provided in writing. A minimum of sixty (60) days advance notice of an Employee's return date shall be provided in writing to the Employee's immediate supervisor.

The Employer is not obligated to grant leaves for participation in fellowships to more than two (2) Employees company-wide or to an Employee employed in the Washington or New York offices if another Employee employed in the Washington or New York offices is on fellowship, sabbatical or Guild leave.

Notwithstanding the provisions of Article 20 of the Collective Bargaining Agreement between the News media Guild and EFE News Services (U.S.), Inc., the Employer at its discretion and the exercise of its good faith judgment, may grant

employees, irrespective of their seniority, leaves of absences of any duration to take part in any fellowship program or educational seminar deemed of value to the Employer. During this period the employees will not accrue benefits and will be responsible for their health insurance premiums. The Company will extend full COBRA participation to all Employees for the duration of any fellowship.

**3) Sabbatical Leave:**

- (a) After 10 years of employment, and at 10-year intervals thereafter, an Employee shall be granted, upon request, unpaid leave for a maximum of one year with the expected duration of the leave indicated at the time the request is made. A minimum of 90 days' advance notice shall be provided in writing. A minimum of 60 days' advance notice of an Employee's return date will be provided to the Employer. Unless an Employee has received the Employer's prior written approval to engage in specific work during a sabbatical leave, if during such leave the Employee works in the news industry, the Employee shall be considered to have resigned or retired, whichever is applicable, forfeiting any rights to return to his/her previous position under terms of this article.
- (b) The Employer is not obligated to grant leaves for participation in sabbatical leave to more than two (2) Employees company-wide or to an Employee in the Washington or New York offices if another Employee from the Washington or New York office is on fellowship, sabbatical or Guild leave.

**4) Guild Leave:**

- (a) In the event the Employee is elected or appointed to any Guild or CWA office or any successor international Union, or in the event the Employee is elected to represent the Guild, such Employee shall be given a leave of absence up to one (1) year, without pay, should the Employee request such a leave. The Employer need not grant concurrent Guild leave, in excess of fourteen (14) consecutive days, to more than two (2) Employees company-wide at any one time or to an Employee in the Washington or New York offices if another Employee from either office is on fellowship, sabbatical or Guild leave. Employees applying for such leaves will, except in emergencies, give the Employer at least two weeks' advance notice of such intention, and shall specify the expected duration of such leaves. Any change in the expected duration shall be called to the attention of the Employer in writing as soon as possible.
- (b) If an Employee is elected to represent the Guild or any organization with which Guild is affiliated as a convention delegate in connection with the business of his/her union, the Employee shall be given a leave of absence without pay for up to one week annually, should the Employee request such a leave. The Employer need not grant concurrent leave to more than



one (1) Employee at any one time. The Union will supply the Company with documentation for leaves under this section upon request.

- (c) Upon request, the Employer shall grant up to one (1) Employee, whom the Guild shall designate as Unit Chair, unpaid union leave in the amount of one day per month. Such leave may be accumulated only with the Employer's agreement.
  - (d) The Employer shall grant unpaid union leave to no fewer than two (2) Employees, and paid union leave to at least (1) Employee, for any day on which the parties to this Agreement meet for the purpose of negotiating successor collective bargaining agreements.
- 5) Compassionate leave with pay of at least three (3) days shall be granted an Employee in the event of a death or serious illness in the Employee's immediate family or household (or grandparents) or in the event of a family emergency. If the death or serious illness requires that the Employee travel outside the U.S. or travel in excess of 500 miles if the Employee travels by road, the Employee will be granted up to five (5) days with pay. The Employer may require proof for leaves under this section.
- 6) Parental Leave
- (a) Employees who have worked for the Company for at least twelve (12) months are eligible for up to six (6) months parental leave for the birth or adoption of a child or medical conditions or complications of the mother or child resulting from the birth of the child. Parental leave shall be with pay for eight (8) weeks' for Employees who have completed two (2) years of continued employment with the Company, Employees may also qualify for leave pursuant to the Company's short and long-term disability plans. Employees will specify at the time the leave is requested the expected duration of the leave and will provide 60 days' written notice of their intent to return. The Employer will continue medical coverage for Employees on parental leave in accordance with Section 7 (g) of this article for three months. The Employer is not precluded from providing additional medical coverage for the remaining three months in its sole discretion.
  - (b) In States, or territories, where parental leave is mandated and paid by the State, the Company shall only pay for the difference between 8 weeks of paid leave at the employee's rate of pay at the time of the leave and the amount paid by the State. In states offering more than 8 weeks of paid leave, like New York, employees should be allowed to take the remaining time of their leave.
  - (c) If the Employee elects not to return at the end of such leave, such action shall constitute a resignation.
  - (d) In the case of unpaid leave for the birth or adoption of a child intermittent leave or working a reduced number of hours is not permitted unless both the Company and Employee agree.

- (e) Under no circumstances shall an employee be entitled to both the Parental Leave and Family and Medical Leave for the same occurrence or condition.

**7) Family and Medical Leaves:**

- (a) Full Time Employees who have worked for the Company for at least twelve (12) months are eligible for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the following reasons:
  - i. In order to care for the Employee's spouse, son, daughter or parent who has a serious health condition;
  - ii. A serious health condition which renders the Employee unable to perform one or more of the essential functions of the Employee's position.

The twelve (12) month period in which eligible Employees may take leave is a rolling twelve month period measured backward from the date an Employee uses any leave under this Article.

- (a) A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: (1) in-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this policy, defined to mean the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with in-patient care; or (2) continuing treatment by a health care provider. "Serious health condition" excludes pregnancy or medical conditions or complications of the mother or child resulting from the birth of the child.
- (b) In the case of unpaid leave for a serious health condition, the leave may be taken intermittently or on a reduced hours basis, only if such leave is medically necessary. If intermittent or reduced hours leave is required, the Company may, in its sole discretion, temporarily transfer the Employee to another job in the same city for which the Employee is qualified with equivalent pay and benefits that better accommodates that type of leave. Transfer to an alternative position may include altering an existing job to better accommodate the Employee's need for intermittent or reduced scheduled leave.
- (c) The Company may require that an Employee's leave to care for the Employee's seriously ill spouse, son, daughter, or parent, or due to the Employee's own serious health condition that makes the Employee unable to perform one or more of the essential functions of the Employee's position, be supported by a certification issued by the health care provider of the Employee or the Employee's ill family member. The Company may

request, at its expense, a second or third health care provider's opinion for leave taken because of a serious health condition. A third opinion may be sought only if the first and second opinions conflict and the third opinion shall be binding on both parties. The third opinion must be provided by a provider whom the parties jointly approve in a good faith selection process. The Company may also require subsequent recertification from the Employee's health care provider on a reasonable basis which normally will not be more than every thirty days.

- (d) If both spouses work for the Company, the combined leave shall not exceed twelve (12) weeks in a twelve (12) month period if the leave is taken to care for the Employee's parent with a serious health condition.
- (e) During family leaves of absence, the Company will continue to pay its portion of the health insurance premiums and maintain the Employee's coverage under the health plan in the same manner as if the Employee had been continuously employed during the entire leave period, provided the Employee continues to pay his or her share of the premiums.
  - i. Should the Employee fail to continue to pay his or her share of the premium, the Company may cancel insurance coverage. Notice of proposed insurance cancellation and the opportunity to pay the premium will be provided before the cancellation. Health insurance may be terminated for Employee non-payment only if it is least thirty (30) days late and upon a minimum of fifteen (15) days' notice by registered mail.
  - ii. Employees will be informed well in advance of any changes in premiums so they will have ample opportunity to make arrangements to continue to pay their share of the premiums during the period of the leave.
  - iii. If the Employee does not return to work after the expiration of the leave, the Employee will be required to reimburse the Company for its portion of health insurance premiums during the leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his or her job or circumstances beyond the control of the Employee. To avoid required reimbursement, appropriate certification from a health care provider may be required if the Employee does not return to work because of a serious health condition.
- (f) During the period of leave, the Employee does not accrue vacation pay, sick days, or other benefits. Employment benefits to which an Employee may be entitled on the day on which the leave begins will not be lost because of such leave, except for those paid leave days substituted for leave taken as described below.
- (g) Employees may elect or may be required to substitute accrued paid leave for an equivalent portion of the leave. When paid leave is substituted for

unpaid leave, the Employee will be notified of the designation when the leave begins.

- i. Paid leave and the leave under this Article will run concurrently.
  - ii. Leave covered by workers' compensation by the Company will run concurrently with leave under this article when the reason for the leave is covered by this Article.
- (h) Employees who return to work from leave on the business day following the expiration of the leave are entitled to return to their job or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
  - (i) Applications by the Employee for leave under this Article must be submitted in writing at least thirty (30) days before the leave is to begin, if the need for the leave is foreseeable based on planned medical treatment for a serious health condition of the Employee or of a family member. If thirty (30) days notice is not practicable, due to a lack of knowledge regarding when leave will begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.
  - (j) In the event an absence is for a reason covered by this Article, the Company reserves the right to count it as leave, whether the Employee has applied for it or not.
  - (k) During leave Employees must, upon request, periodically report on their medical status and intent to return to work. Upon taking such leave, the Employee will be advised of the reporting requirements.
  - (l) Except during the course of approved intermittent leave, all Employees of the Company whose leave was taken due to the Employee's own serious health condition must obtain and present certification from the Employee's health care provider that the Employee is able to resume work before the Employee will be allowed to return to work. The Company will consider any reasonable accommodations to an ongoing condition as required by law.
  - (m) Absent extenuating circumstances, if an Employee fails to provide required information to the Company, the Employee may have his or her leave delayed and be subject to discipline, up to and including discharge.
  - (n) If the Employee elects not to return at the end of the leave, such action shall constitute a voluntary resignation.

#### **Article 21 - MILITARY SERVICE.**

1. The Employer agrees to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

## **Article 22 - SICK LEAVE**

- 1. Commencing on the date of execution of this Agreement Employees shall accrue sick leave as provided herein. Employees shall also retain all sick leave earned prior to the execution of this Agreement. Sick days may be used solely for sickness or injuries that prevent an Employee from working or for a serious health condition of a family member that requires the Employee to care for the family member. A "serious health condition" is an illness, injury or impairment that involves in-patient care in a hospital or continuing treatment by a health care provider of at least two or more visits.**
- 2. Sick leave shall accrue as follows:**
  - (a) Employees will earn eight (8) days per year commencing after the conclusion of the Employee's probationary period.**
  - (b) The existing long-term and short-term disability plans will be continued without change.**
  - (c) The Employer shall not be obligated to return any Employee to a job if the Employee has been on a leave for more than (18) months for any medical reason(s) related to an approved workers' compensation injury or illness or for any other approved medical reasons. The Americans with Disabilities Act shall control return to work and reasonable accommodations as needed by all Employees.**
  - (d) An Employee who is hospitalized for non-elective surgery or maternity, and who has exhausted all accrued sick leave, will receive up to two (2) additional sick days to compensate the Employee while being hospitalized.**
- 3. Absent extenuating circumstances, an Employee who is unable to work due to sickness or injury as described in paragraph 1 above must report the absence to his immediate supervisor prior to his regularly scheduled starting time.**
- 4. An Employee may accrue sick leave up to a maximum of thirty (30) days. No deductions shall be made for sick leave from dismissal indemnity or from overtime credited or to be credited to the Employee.**
- 5. In computing sick leave, all absences at full pay or half pay during the twelve (12) months immediately preceding the first day of an Employee's current illness shall be deducted from the respective amounts of full and half pay sick leave due, as shown by the sick leave schedule.**
- 6. The Employer and the Guild agree that all practical steps should be taken to guard against the filing of improper claims under the sick leave plan detailed in this article. The Company may require proof of illness before paying sick leave.**

7. For any period of disability related to pregnancy or childbirth, an Employee will receive whatever sick leave benefits she may be entitled to under this article plus any additional amounts which may be required by law in the jurisdiction where she is employed.
8. Upon an Employee's giving birth, as paid sick leave, the Employer will pay the Employee's regular pay inclusive of any STD benefits for six (6) weeks for Employees who have completed two (2) years of continued employment with the Company. However, if the Employee elects to return to work earlier, the sick leave shall discontinue.

### **Article 23 - GROUP INSURANCE**

#### **1. Group Health Insurance**

- (a) All Employees covered under this Agreement shall be provided with group medical, prescription, and dental coverage under the terms and conditions of the United Furniture Workers (UFW) Insurance Fund benefit program for EFE News (US), Inc. Employees. All new Employees shall be eligible for enrollment under this health insurance plan after the completion of their probationary period.
- (b) Effective July 1, 2021, the Company will pay 88% of the monthly premiums for any of the following coverage levels in the UFW Insurance Fund, plan PPO 2, Rx F:

Single Employee

Employee +1 or spouse

Employee and child(ren)

Family/Composite

- (c) In the event the UFW Insurance Fund raises the monthly premiums in effect at the time of ratification in any subsequent year of this Agreement, the Company will increase its monthly contribution by no more than 10 % above its December 31<sup>st</sup> 2022 contribution rates, but in no event will the Company pay any more than 88% of monthly premiums. Any difference between the premiums set by the UFW Insurance Fund and the Company's monthly contribution rates will be paid by Employees.

#### **2. Short Term Disability Insurance**

- (a) During the term of this Agreement, the Company agrees to provide for eligible Employees a non-contributory Short-Term Disability (STD) Insurance plan through a Company of its choice with benefits comparable to those currently being provided. This benefit will be provided in accordance with the terms and conditions of the plan selected by the Company.

### **3. Long Term Disability Insurance**

- a. During the term of this Agreement, the Company agrees to provide for eligible Employees a non-contributory Long Term Disability Insurance plan through a Company of its choice with benefits comparable to those currently being provided. This benefit will be provided in accordance with the terms and conditions of the plan selected by the Company.

### **4. Group Life Insurance**

- a. During the term of this Agreement, the Company agrees to provide for eligible Employees a non-contributory basic group term life insurance policy along with accidental death and dismemberment (AD&D) policy through a Company of its choice. This insurance will provide a death benefit of \$50,000 or \$100,000 in case of AD&D. This benefit is subject to the terms and conditions of the plan selected by the Company. All new Employees shall be eligible for enrollment under this life insurance plan after the completion of their probationary period.

## **Article 24 - RETIREMENT BENEFITS**

1. The Company shall continue participation as an Adopting Employer in the multi-employer 401(k) plan (the 'CWA Savings and Retirement Trust, the 'CWA-SRT' or "Plan"), subject to the limitations set forth in this Article, and the bargaining unit and the other designated Employees shall be eligible to participate in the Plan. The CWA-SRT Plan will be administered by the CWA in accordance with applicable law. Except as otherwise provided in the Joinder Agreement to the CWA SRT attached hereto as Exhibit B, the Company's obligations shall be limited to:
  - (a) Deducting monthly contributions from an Employee's pay in accordance with the Employee's election and forwarding such amounts to the Plan's Trustee as directed by the Plan, and
  - (b) Making a contribution to a participating Employee's Plan account in the amount equal to three percent (3.0%) of the Employee's straight time wages.
2. No dispute arising under or relating to this Section shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Company has failed to:
  - (a) Deduct monthly contributions from an Employee's pay and forward such amounts to the Plan's Trustee, and/or
  - (b) Make the appropriate contribution to a participating Employee's Plan account.

### **Article 25 – OUTSIDE WORK**

1. Employees shall be free to engage in outside writing, photography or broadcasting or other outside employment outside working hours, subject to the terms of this Article.
2. Employees must notify their Bureau Chief in writing of outside employment or when other employment is contemplated. If such employment represents a conflict of interest, the Employer will notify the Employee in writing within ten (10) days with a copy simultaneously provided by email to the Guild office, and the Employee will be asked in writing not to perform the conflicting work and informed about the reasons why such work creates a conflict.
3. If the Employer does not respond within ten (10) days, the work will have been deemed approved by management.
4. Employees' outside work relationships known to the Company in writing on the ratification date of this Agreement shall be deemed to be acceptable outside work.

### **Article 26 - HEALTH AND SAFETY**

1. Except for reasonable periods after natural disasters, the Employer agrees it will provide safe working conditions including, but not limited to, properly lighted, ventilated and heated/air conditioned work areas, and to reduce noise to at least the standards of the Occupational Safety and Health Act of 1970 (OSHA).
2. The Employer will furnish an Employee all protective devices, such as bulletproof vests, gas masks, rain gear, etc. necessary to perform his/her job.
3. The Employer shall abide by all federal, state and local laws respecting the health and safety of its Employees.
4. Employees covered by this Agreement shall not be required to repair equipment.

### **Article 27 -BULLETIN BOARDS**

1. The Company shall provide dedicated bulletin board space located within the Miami, Washington, and New York offices for the Union to post notices related to official Union business. The location of these bulletin boards shall be in areas commonly used to post information for personnel. A copy of the posting shall be provided to the respective Bureau Chief at the time of posting.
2. Further, the Employer agrees that Employees may use the Employer's electronic mail system for communications pertaining to Guild business and discussion of terms and conditions of employment.



## **Article 28 – TRAINING**

1. The Employer will reimburse up to a maximum of \$400 for employees to attend approved job-related training, including multimedia skills training through the CWA/Nett Academy, subject to the following:
  - (a) A request for training must be submitted to the U.S. Bureau chief or other person designated by the Employer at least thirty (30) days prior to the start of training. The Employee should specify (a) the type of training or education, (b) the provider of the training, (c) the duration, and (d) the expected skill sets or knowledge to be acquired at the end of the training.
  - (b) The Employer shall not be obligated to issue reimbursements unless the Employee has obtained advance approval for the specific training. Such approval will not be unreasonably withheld.
  - (c) The Employer may require proof of the Employee's payment before issuing reimbursements.
  - (d) The Company is not obligated to approve more than 20 training requests during the life of the contract.
  - (e) At least six (6) of the twenty (20) training opportunities will be reserved for non-editorial employees.
  - (f) Employees may request to attend approved training during non-scheduled working hours. The employees work schedule during the week(s) when they attend training during non-scheduled working hours will be modified to allow the employee to attend such training up to a maximum of twelve (12) total hours; or sixteen (16) total hours in the case of approved training which is conducted over a period of two full workdays.
2. Each employee trained by CWA/Nett under this article shall be counted as one of the twenty (20) employees in Section 1 above.

## **Article 29 - INDEMNIFICATION CLAUSE FOR EFE NEWS SERVICES**

The Guild agrees to indemnify EFE News Services (U.S), Inc. and hold it harmless for all causes of action, claims, demands, liabilities, damages and expenses whatsoever (including attorney fees and costs) in the United States that may arise as a result of any claims, legal or contractual or otherwise (under U.S. law or U.S. contracts or otherwise arising in the United States), by any bargaining unit Employee challenging the legality or propriety of Article 1 of this Agreement (but excluding any claim alleging a breach of the terms of the Agreement).

### **Article 30 - MANAGEMENT RIGHTS**

1. **Reservation of Rights.** All rights of management not limited by this Agreement are reserved exclusively to the Company. The Company shall have the right to manage the business, including but not limited to:
  - (a) the right to control and supervise all operations and direct all working forces;
  - (b) maintain discipline and issue reprimands among Employees;
  - (c) determine and change from time to time the methods, processes and working procedures to be used;
  - (d) hire, refrain from hiring, promoting, demoting, assigning, and transferring Employees;
  - (e) determine the number of Employees assigned to each operation and increase or decrease the number of Employees;
  - (f) establish work schedules and reasonable standards and assign work and duties to any Employees in accordance with the Company's determination of the needs of the respective jobs;
  - (g) set and maintain reasonable standards of work and production;
  - (h) evaluate job performance;
  - (i) lay off Employees;
  - (j) suspend Employees;
  - (k) discipline Employees;
  - (l) discharge Employees;
  - (m) expand or curtail its operations, including changing, combining, establishing or discontinuing any part of its operations;
  - (n) close or discontinue its operations or any part thereof;
  - (o) adopt, rescind, amend and enforce reasonable work and safety rules;
  - (p) enforce reasonable rules of conduct and standards of performance of Employees;
  - (q) to contract any work out provided such contract is not for the purpose of or has the effect of abolishing jobs or causing layoffs.
2. **To foster harmonious relations with its Employees, EFE agrees to discuss, and if requested by the Guild, negotiate in good faith the reasonableness of new rules that substantially affect Employee rights and conditions individually or collectively, prior to implementation. The Company may implement the rule if agreement is not reached.**

3. The rights of management herein are provided by way of illustration and do not limit rights not specifically set forth. The failure of the Company to exercise any right hereby reserved shall not be deemed a waiver of such right(s) in other similar situations except as modified by this Agreement.

### **Article 31 - MISCELLANEOUS**

1. **Jury Duty.** Employees called to serve on juries shall be excused from assigned hours on any day they report for jury duty and shall receive their regular salaries, including applicable differentials, during periods of such jury service, less the jury pay. If notice of a pending jury service is given to the Employee's manager as least three (3) weeks in advance, the manager will arrange the Employee's regular work schedule to coincide with jury service. If notice is not provided three (3) weeks in advance, the Employee's posted work schedule will remain in effect although the Employee will not have to report to work on the days she/he is scheduled for jury service. If the absence of an Employee would create a hardship on the Employer, the Employer may seek to have the Employee excused.
2. **Dependent Care Program.** EFE agrees to continue for all eligible Employees a qualified tax-exempt Dependent Care Program, and a Section 125 Medical Flexible Spending Account. The plans, which are subject to federal, state and local tax regulations, currently permit participants to set aside on a tax-deferred basis up to a salary amount allowed by federal law to be used to pay for day care costs for their children or for disabled parents. Employees who miss the annual enrollment deadline forfeit participation in the plan until the following year's open enrollment period. New hires can enroll within thirty-one (31) days of hire. All Employees may enroll/change their election within thirty-one (31) days of the birth or adoption of a baby.
3. **Annual Meeting.** Upon timely request by the Guild, the Company agrees to meet in Washington D.C. with one (1) Guild representative and up to two (2) members of the bargaining team once a year to exchange information and discuss issues related to the terms in this Agreement. The parties agree that this meeting is not for purposes of negotiating any terms and conditions in this agreement, but solely to exchange information on matters of importance.

### **Article 32 - NO STRIKES OR LOCKOUTS**

1. In consideration of the Employer's commitment as set forth in Subsection 2 of this Article, the Guild, its officers, agents, representatives, stewards, committeepersons and members, and all other Employees, shall not in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any interference with or interruption of the Employer's production, distribution, or delivery of any news or news service or other operations. The failure or refusal on the part of any Employee to

comply with the provisions of this Paragraph may be cause for immediate discipline, including discharge.

2. If any such prohibited activities occur, the Union will immediately but in any event, within twenty-four (24) hours after receipt of notice thereof from the Company, endeavor in good faith to bring about an end of the violation by all reasonable means, including but not limited to written notice to Employees with a copy to the Company advising the Employees of this Article and stating that the Employees may be discharged by the Company for such conduct, and that the Employees shall cease such violation immediately.
3. In consideration of the Guild's commitment as set forth in this Article, the Company shall not lock out Employees.

### **Article 33 - ENTIRE AGREEMENT**

1. EFE and the Guild agree that all the understandings and agreements arrived at by the parties are set forth in this Agreement. The Company and the Guild agree that no new proposals will be made to modify, alter or delete the terms of this contract. The Guild and the Company agree that practices or benefits that existed prior to this Agreement will continue unless modified by this Agreement.

### **Article 34 - SEPARABILITY CLAUSE**

1. If any Article or Section of this contract or any supplement attached hereto and made a part of this contract should be held invalid by operation of the law by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court of law pending a final determination as to its validity, the remainder of this contract and any supplement attached thereto shall not be affected thereby. In the event any Article or Section is held invalid, or the enforcement or compliance therewith has been permanently restrained, the parties, upon request of either, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

### **Article 35 - EMPLOYEE INTEGRITY**

1. An employee's byline or credit line shall not be used over the employee's protest.

**Article 36 - DURATION OF AGREEMENT**

This Agreement will be effective July 1, 2021, and shall remain in effect until its expiration date, terminating at midnight on June 30, 2025. Should either party desire to terminate this Agreement it may do SO by giving notice sixty (60) days in advance of the termination date of this contract. In the event neither party gives notice of termination as provided herein, the contract shall automatically renew itself for a period of one year and shall continue to automatically renew itself for like one year periods thereafter until either party gives notice sixty (60) days in advance of an anniversary date of the contract of an intent to terminate the contract. In the event the parties do not reach an agreement by the expiration date on or on each subsequent anniversary date thereafter, then this agreement shall be deemed void and terminated on its anniversary date, and neither party shall have any obligation of any type under the expired contract, provided however, the Company will be required to continue to process any matter through arbitration if the events giving rise to the arbitration occurred before the above expiration date.

**EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the Union and the Company have caused this Agreement to be executed in their names by their duly authorized representatives on this 9th day of December, 2021.

For the News Media Guild:

For EFE News Services (U.S.), Inc.:

By: \_\_\_\_\_



Kevin Keane

ADMINISTRATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

BY: \_\_\_\_\_

ALBERT TRAVER

NEGOTIATING COMMITTEE CHAIRMAN

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For the News Media Guild:

For EFE News Services (U.S.), Inc.:

By: 

By: \_\_\_\_\_

Kevin Keane

ADMINISTRATOR

By: \_\_\_\_\_

BY: 

ALBERT TRAVER

NEGOTIATING COMMITTEE CHAIRMAN

**SIDE LETTER ON THE MAINTENANCE OF PROFESSIONALISM  
WORK ENVIRONMENT**

**Mr. Albert Traver  
EFE Unit Chair  
News Media Guild  
131 West 33rd Street – 14th Floor  
New York, N.Y. 10001**

**Dear Albert,**

**This summarizes the Company's commitment to promote a work environment characterized by mutual respect for the common dignity to which all individuals are entitled. EFE News hereby resolves to fostering and building a respectful climate and culture at all EFE locations:**

**We are thus committed to:**

- Trusting one another**
- Open and honest communications without fear of retribution**
- Respect for various points of view**
- Civility in all our interactions**
- Open and effective communications**

**We believe through this support structure we can foster and sustain a culture of respect which will inure to the benefit of our company, its employees and the clients and public we serve.**

**Sincerely,**

**Patricia de Arce Milla  
Washington Bureau Chief and Director of EFE News**

**Side Letter on Life Insurance**

**Mr. Albert Traver  
EFE Unit Chair  
News Media Guild TNG-CWA Local 31222  
131 West 33rs Street – 14th Floor  
New York, NY 10001**