

OCTOBER 11, 2018

TENTATIVE AGREEMENT

between

THE SARASOTA HERALD TRIBUNE

&

CWA LOCAL 3108

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MANAGEMENT RIGHTS

The Union agrees that the Company has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or deleted by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all departments and facilities; the right to direct its work force; to discipline and discharge employees for just and sufficient cause; to determine the size and composition of the work force; to eliminate positions; to determine the operating budget of the business; to install new, changed or improved methods of operations, and to maintain the efficiency of the business.

AFFIRMATIVE ACTION

The Employer will not discriminate against any of its employees on the basis of race, sex, age, ethnicity, gender identity, gender expression, religion, color, marital status, national origin, sexual orientation, physical disability or because of Union activity.

GUILD SHOP

1. It is understood that the Florida state constitution prevents the parties from including a Union Security provision. In the event that Union Security provisions once again become legal for Florida employers, the parties agree to meet to discuss the effect of the change in law.
2. There shall be no interference, or attempt to interfere, with the internal operations of the Guild.

DUES CHECKOFF

1. Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the weekly earnings of such employee and pay to the Guild not later than the 10th day of the month following the month in which payment is made an amount equal to the Guild's initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.
2. The dues deduction assignment shall be made upon the following form:

**ASSIGNMENT
And
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

To:

I hereby assign to the CWA Local 3108 and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the CWA Local 3108 not later than the 10th day of each month.

The assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable contract between the Employer and the Guild, 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 or not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract 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.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's Signature

Date

SICK/PERSONAL DAYS

The Company will provide five (5) sick and five (5) personal days annually (beginning January 1, 2019) on an earn/use basis with no carry over. This amount will be prorated for employment of less than a complete year. Unused time will not be paid out at termination.

AMB S.W.
NOV 2, 2018

If this agreement is ratified by the Union on or before ~~(need new date)~~ members will receive one (1) additional personal day for the remainder of 2018.

VACATION ALLOTMENT

Regular full-time employees are eligible to earn and use paid vacation time in accordance with the following schedule based on eligible length of service:

Years 1 through 4	10 days of vacation per calendar year
Years 5 through 9	15 days of vacation per calendar year
Years 10 and beyond	20 days of vacation per calendar year

SEVERANCE

All employees who have completed at least 90 days of employment who are involuntarily terminated as a result of layoffs are eligible to receive severance pay. Severance, when applicable, will be one week of regular pay for each completed year of service or major portion thereof up to a maximum of 15 weeks. Eligible employees will be paid for all unused and accrued vacation. Employees who receive severance payments under any section of the Agreement shall be required to sign a standard release of all claims against the Employer and the Union. The release of claims document shall be negotiated by the Employer and the Union.

UNION BUSINESS

If management determines it is operationally feasible, and without incurring overtime costs, a leave of absence, upon thirty (30) days advance notice may be granted to an employee elected or appointed delegate to the conventions of the NewsGuild-CWA, AFL-CIO or any organization with which The NewsGuild-CWA is affiliated. Up to five (5) unpaid business days of such leave may be allowed annually for no more than two employees. No more than two employees may be on such leave at one time. If all such days are used by an employee and a need should arise for leave beyond those five business days, up to five (5) unpaid additional days of such leave may be requested, subject to the approval of management.

GRIEVANCE AND ARBITRATION PROCEDURE

1. The Guild may designate a committee of no more than three members of its own choosing to take up with the Publisher's representatives any matter arising from the application, interpretation or adherence to the terms and provisions of this Agreement or affecting relations of the employees and the Publisher during the term of this Agreement. Such matters shall be taken up with the Publisher's representatives within

thirty (30) days after the event in question is known, or should have been known to the Guild.

2. The Publisher's representatives shall meet with the standing committee within fourteen (14) days after receipt of a written request for such meeting.

3. In the event of a dispute having to do with the application, interpretation of or adherence to the terms and provisions of this Agreement only, which cannot be satisfactorily adjusted by negotiations between the Guild and the Publisher at the written request of either the Guild or the Publisher served on the other, then the Guild and the Company shall, by joint letter, request the Director of the Federal Mediation and Conciliation Service, to submit a panel list of seven (7) names of arbitrators. If either of the parties refuse or fails to join in such letter, then the other party may make such written request to the Director of the Federal Mediation and Conciliation Service, concurrently mailing a copy thereof to the other party. Within seven (7) days after receipt of said panel list, representatives of the parties shall meet and select from such list one person to serve as a neutral arbitrator. Such selection shall be made in the following manner: The party who filed the grievance shall strike the first name and other party shall then strike the second name; the parties shall then alternately strike until one name remains. The name remaining shall then be the neutral arbitrator. The Guild and the Publisher shall each be entitled to reject up to one (1) arbitration panel on their individual motion.

4. The costs of such arbitration shall be borne equally by the parties except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

5. On the motion of either party and with the concurrence of the other party, a grievance shall be submitted to the Advisory Arbitration and the arbitration procedures contained in Section 3 of this Article shall be temporarily suspended. An advisory arbitration shall be conducted in the following manner:

(a) Selection of the arbitrator shall be in accordance with the procedures set forth in Section 4 of this Article.

(b) The parties will attempt to reach stipulations on as many factual questions as possible prior to the hearing.

(c) The Hearing shall be informal in nature. No transcript shall be made. The parties shall not use outside attorneys in the arbitration and no briefs shall be filed.

(d) The arbitrator shall advise the parties within 24 hours of the hearing's completion on how he or she would rule on the issue had it been submitted for final and binding arbitration.

(e) Such advice of the arbitrator shall be written.

(f) It is understood that any opinion issued by the arbitrator in an advisory arbitration has no precedential value and may not be used in any other proceeding.

(g) Both parties reserve the right to reject the arbitrator's advice and may proceed to final and binding arbitration in accordance with Section 3 of this Article.

The cost of such arbitration shall be borne equally by the parties.

NO STRIKES/NO LOCKOUTS_

There shall be no strikes or lockouts under this agreement.

BULLETIN BOARDS_

The Company shall install and maintain one bulletin board on the main floor of the newsroom. The size of the bulletin board shall be at least three feet by four feet.

LEGALITY/STABILITY OF AGREEMENT

1. If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect.

2. No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Publisher and the Union unless made and executed in writing by the Publisher and the Union.

3. The failure of the Publisher to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Publisher to future performance of any such term or provision.

4. This Article in no way impinges upon the Grievance and Arbitration process under Article 9.

SAFETY AND HEALTH

1. The Employer shall comply with all applicable laws, standards and regulations as they apply to providing a safe workplace for its employees.

2. Employees shall not be penalized or discriminated against for reporting workplace safety or health issues.

HOURS and OVERTIME

1. The work week shall be five days totaling 40 hours.

2. The work day shall be 8 hours falling within 9 hours. In the event that the Publisher institutes split shifts, he shall first seek volunteers and assign those shifts to such people who have volunteered. In the event that there are insufficient volunteers for such split shifts then the Publisher may assign such shifts in any way he sees fit.

3. The Publisher shall compensate for overtime after forty (40) hours of actual work time (as opposed to paid time) in any one week at the rate of time and one-half in cash. An employee required to work on his/her day off shall be paid at the overtime rate for each hour worked with a minimum of 2 hours of pay (at the overtime rate).

4. Any employee called back in to their physical place of work after his/her regular working shift shall be paid for the time traveled to and from work, with a maximum of one hours pay, in addition to the time worked, all at the overtime rate.

5. The Publisher shall cause a record of all time to be kept, and this record shall be made available to the employee affected upon request at reasonable intervals.

6. The Publisher shall compensate for all overtime not later than the week next following that in which such overtime occurs unless the parties agree that payroll will be paid on a bi-weekly basis.

7. Changes to an employee's regular working hours shall be made with one week's advance notice to the employee. A shorter notice period can be given if mutually agreed with the employee.

8. The Publisher retains its right to schedule employees' days off to be either consecutive or non-consecutive. In the event that the Publisher institutes non-consecutive days off, he shall first seek volunteers and assign those work days to such people who have volunteered. In the event that there are insufficient volunteers for such non-consecutive days off then the Publisher may assign such shifts in any way he sees fit.

9. There shall be a four-hour minimum shift for part-time employees unless mutually agreed to by the employee.

HOLIDAYS

1. Each employee shall have the following holidays with full pay.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

2. In addition to the above, employees may take their two (2) floating holiday each calendar year, the specific dates to be approved by the employee's manager.

3. An employee whose regular day off falls on a holiday shall be given another day off in the same work week, to be determined by the supervisor after consultation with the employee.

Whenever one of the holidays falls within an employee's vacation period, the day shall be paid as a holiday and shall not be treated as a vacation day. All hours worked beyond forty (40) in a holiday week, shall be paid at 1 1/2 times his or her regular pay.

4. An employee required to work on any holiday shall be paid at the rate of 1 1/2 times his or her regular pay for each hour worked, and shall also be granted a day off with pay, such day to be taken within a thirty (30) day period following the holiday, at a time that is mutually agreed between the Publisher and the employee.

PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

1. Except as otherwise provided below, no employee shall be requested to give up custody of notes, records, or documents, or disclose knowledge or information concerning same to any party except the Employer and/or its representatives.

2. The Employer and/or its representative shall not publicly disclose the identity of any employee's source of information without obtaining the employee's consent, which consent shall not be unreasonably withheld.

3. The Employer shall notify the employee concerned of any demand on the Employer for surrender, disclosure or authentication of facts or other information gathered by employee within the scope of his/her employment as part of the newsgathering process.

4. Except pursuant to a court order, the Employer and his representatives shall not release to third persons an employee's unpublished notes, records or documents, nor shall Employer release any other unpublished information gathered by employee within the scope of his/her employment as part of the newsgathering process.

5. The Employer agrees that in the event an employee is the subject of a subpoena, or is named as defendant in a legal action arising from the employee's role in the preparation of a published news story or from the employee's refusal to authenticate or disclose the source of a news account, counsel will be provided by the Employer for the employee's defense. The Employer also agrees to indemnify the employee against damages, loss of salary, benefits and any other expenses incidental to a defense of the subpoena or the action. The foregoing provision shall also apply should an employee be called before a grand jury, legislative investigative panel, or other duly constituted legal commission or authority as a result of a published news story or the employee's refusal to authenticate or disclose a source. However, provision of counsel by Employer and/or the obligation to indemnify employee shall be optional with the

Employer where the issue is the employee's refusal to comply with an outstanding court order for the identification of a source, the production of documents or the appearance before a court or tribunal to give testimony concerning any aspect of the newsgathering process.

The foregoing provisions shall not apply when the action against the employee is the result of the employee's reckless conduct or disregard of instructions or of Employer's established policies.

6. The Employer's obligation as specified in Section 5 shall cease at the point at which the employee refuses to follow the advice of counsel provided by the Employer and/or elects to proceed on a course of action that is different than that recommended by counsel provided by the Employer.

7. Any discharge or other disciplinary action based upon this article shall be subject to the grievance and arbitration provisions of Article 9 of this agreement in accordance with the terms of Article 9, Section 1.

MILITARY LEAVE

1. An employee who has left or leaves the employment of the Employer to enter any kind of military service of the U.S. government or of any state, territory or federal district of the United States or service with any organization which is in lieu of such service, shall be considered an employee on leave of absence, such absence not to exceed five (5) years, and on release from such service, unless dishonorably discharged therefrom, shall resume the same position or a comparable one with a salary no less than what the employee would have received if employment with the Employer had been continuous.

2. Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer.

3. An employee leaving for such service shall, upon request, receive their accrued vacation pay.

4. If an employee, upon return from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment with reasonable accommodation, the Employer shall make all efforts to place the employee in other acceptable employment with the Employer. If such other employment is not found, the employee shall receive severance pay.

5. Application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation center to place of employment.

6. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to the promoted employee's previous position and at a salary no less than what the employee would have received if service in the former classification had been continuous. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which the employee was promoted. In the event of a subsequent re-promotion to the same classification the employee shall receive full experience credit in such new classification.

7. An employee hired or promoted as replacement for an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which position is being replaced, and a copy of such notice shall be sent to the Guild

8. A leave of absence without pay shall be granted to an employee for training service, or call to duty for emergency service in connection with conditions caused by natural phenomena or human acts, including by way of example but not limited to storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marines, Air Force or Coast Guard Reserve. All of the above provisions, excepting Sections 3 and 5, shall apply to all such service herein. Resumption of work after such service shall be made within a reasonable time, including consideration for necessary travel time.

LEAVES OF ABSENCE

1. The Employer may grant employees leaves of absence for good and sufficient cause. The employee should submit a request in writing as soon as they become aware that they may need a leave of absence. The Employer will consider the request in accordance with applicable law and the Company's leave policies, and will notify the employee within five business days if the leave request is granted or denied. The Employer's decision shall be final, and shall not be subject to the grievance or arbitration process under Article 9.

2. (a) Maternity leave shall be handled according to the provisions of the current GateHouse policy for Sarasota Herald Tribune employees. An employee returning from Maternity leave shall be reinstated into the specific reporting position that she held prior to going on leave, at the salary she would have received had her employment with the Employer been continuous and will earn full credit toward severance pay accrual, experience rating, and other length of service benefits, subject to the following provisions:

- i. This language applies to reporters only, and does not apply to any other employees; and
- ii. Staffing levels have remained unchanged during the term of the Maternity leave; and/or

- iii. Specified reporting responsibilities, for all other staff members have not been changed, during the period of absence other than to accommodate for the maternity leave; and /or
- iv. The employee has no disciplinary documentation in their personnel file that has been placed in there within twelve (12) months from the date the Maternity leave commenced.

Note - It is the intent of both parties that a person returning from Maternity leave will not be denied the specific reporting position that she held when maternity leave commenced. However, both parties also understand the changing landscape of today's newsrooms and have therefore agreed to the above provisions.

(b) Paternity leave shall be handled according to the provisions of FMLA. An employee returning from leave shall be reinstated in his job at the salary he would have received had his employment with the Employer been continuous. An employee returning from leave, shall be reinstated in his job with full credit toward severance pay accrual, experience rating, and other length of service benefits.

(c) The provisions of this Section 2 of Article 18 apply equally to natural and adoptive parents.

3. An employee, with employer approval, may be granted leave for family emergencies.
4. Bereavement leave shall be granted as follows:

If you need to take time off due to the death of an immediate family member (as defined below), you should notify your Supervisor as to the anticipated length of your absence.

Up to three (3) regularly scheduled consecutive working days of paid leave will be provided to eligible full-time employees to attend the funeral and deal with related personal matters.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials.

You may, with your Supervisor's approval, use any available paid leave and request unpaid time off if additional time off is necessary.

GateHouse Media defines "immediate family" as your spouse or significant other, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation; or the same relationship to the employee's spouse or significant other and child(ren).

Special family situations will be reviewed on an individual basis.

5. Jury Duty Leave

Eligible full-time employees may request up to ten (10) days of paid jury duty leave over any twelve (12) month period. Part-time and temporary employees are not eligible for paid jury duty leave.

Jury duty pay will be calculated based on your base pay rate times the number of hours you would otherwise have worked on the day of absence. Any court compensation checks you receive for your paid jury duty should be retained by you and do not need to be signed over to the Company.

If you are required to serve jury duty beyond the period of paid jury duty leave, you may use any available paid time off (for example, paid vacation benefits) or may request an unpaid jury duty leave of absence.

You must show your Supervisor your jury duty notice or summons as soon as possible so that your Supervisor may make arrangements during your absence.

If dismissed after reporting for either the morning or afternoon court session, you are expected to return to your regular job, unless travel time or distance makes this impractical.

After you have completed your jury duty, you must furnish your Supervisor with evidence of having served on a jury for the time claimed.

Either GateHouse Media or you may request an excuse from jury duty if, in GateHouse Media's judgment, your absence would create serious operational difficulties.

GateHouse Media will continue to provide benefits for the full term of the jury duty absence up to three (3) months.

You will be responsible for the contributions that are normally deducted from payroll during the jury duty leave.

Paid vacation and sick/personal leave, will continue to accrue during paid and unpaid jury duty leave.

Observed Company paid holidays will be paid while on jury duty.

6. Time spent on leaves provided for in this Article, so long as such time does not exceed FMLA allowances, shall be considered service time with the Employer in computing severance pay, experience rating, length of vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.

TRANSFERS and PROMOTIONS

1. No employee shall be transferred by the Employer to a subsidiary, related or parent company of the Employer, without the employee's consent and payment of all transportation and other moving expenses of the employee and family. There shall be no reduction in salary as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.
2. No employee shall be transferred by the Employer to another position, job classification, district or territory without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer, nor shall an employee be penalized for refusing to accept such a transfer.
3. No employee shall in any way be penalized for refusing to accept a promotion.

INFORMATION

1. The Employer shall supply the Guild, no more than one time per year, upon written request with a list containing the following information for all employees on the payroll:
 - a. Name, address, sex and date of birth
 - b. Date of hire
 - c. Classification
 - d. Original date of hire within GateHouse Media in the event that an employee transferred directly (without any break in service) from another GateHouse Media property and the employee has expressly made the Employer aware of this fact.
 - e. Total wage compensation
 - f. Average hours worked weekly by part-time employees for the past six (6) months *AND*
2. The Employer shall notify the Guild monthly in writing of:
 - a. Any merit increases granted by the name of the employee, individual amount, resulting new salary and effective date.
 - b. Step-up increases paid by name of employee, individual amount, resulting new salary and effective date.
 - c. Changes in classification, any salary changes by reason thereof, and effective date.
 - d. Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.
3. Within one (1) week after the hiring of a new employee, the Employer shall furnish the Guild in writing the data specified in Section 1 for each new employee.

SW.

*months
AND*

EXPENSES AND EQUIPMENT

1. Mileage rate will be 36 cents per mile.
2. All necessary working equipment shall be provided to the employee and paid for by the Publisher.
3. Publisher shall continue to pay a \$30/per month cellphone stipend for those employees required to use their personal cell phones for voice and text, and \$50/per month for employees who are required to use data. Management will determine which employees, if any, shall receive a stipend.

OUTSIDE ACTIVITY_

Employees shall be free to engage in activities outside of work hours. However, if the activity involves performing services which in any way resembles work newsroom employees are engaged in, employees must first secure permission of the Executive Editor to ensure a conflict of interest does not exist. Such activities might include, but are not limited to, services for print or digital publications, radio, TV, social media, or public relations. The decision of the Executive Editor is not subject to the grievance procedure.

EMPLOYEE INTEGRITY_

1. If the editing of an employee's story results in substantive changes the employee may request a meeting with management to discuss the matter before publication if possible. The employee may withhold their byline if they so choose. Once a byline is withheld it can only be restored with management's approval. Employees will not engage in byline strikes.
2. Journalists will not be required to produce advertorial materials.
3. No correction or retraction shall be printed without prior consultation with the employee concerned whenever possible.
4. An employee whose work or person is mentioned in a letter to the editor shall be informed of such letter whenever possible.

REDUCTIONS TO THE WORKFORCE

Any reductions to the force will be conducted by the following criteria:

1. Reductions shall be made by job title and in reverse seniority based on the following job categories: Reporter, Photographer, Multimedia, Editor, Columnist,

Multimedia Copy Editor. The Company may skip up to one employee in each job category and up to two employees in any one category.

2. Each employee so affected shall be given two-weeks' notice pay in lieu thereof, in addition to severance pay of one week for each year of service or major fraction thereof up to a maximum of fifteen (15) weeks. In conjunction with the two-week notice period outlined above in this Section, the Company will consider and evaluate any volunteers who may present themselves for layoff in place of the affected employee recently laid off. Should a volunteer be accepted by management, by the end of the first week (of the two-week notice period), the designated employee for layoff will either be reinstated (if already laid off) or removed from layoff consideration, in this instance, by the Company.

3. Those laid off shall be placed on a rehire list for one (1) year. In the event of a vacancy, the employer shall first offer employment to the most senior person on the list who has worked in the job category in which the vacancy occurred.

SECURITY

1. There shall be no dismissal except for just and sufficient cause. The employee shall be notified in writing of the reason for his/her dismissal.

2. Management will provide fair treatment to all employees and provide coaching that is prompt, uniform and impartial. The major purpose of any corrective action is to re-establish performance expectations, correct the problem, prevent recurrence and prepare the employee for sustained and satisfactory performance in the immediate future. In the event that disciplinary action is deemed necessary, it shall generally be applied in the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay
- d. Termination of employment

The Employer shall furnish to the employee and to the Guild a copy of any criticism, simultaneously with its being placed in the employee's personnel file. The employee shall be allowed to place in such a file a response to anything contained therein which such employee deems to be adverse. Any such response shall be written on an employee's own time and not done on employer time. An employee and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all materials in the employee's file. No derogatory personnel record shall have any effect after twelve (12) months following its date, providing there has been no subsequent derogatory personnel record for like cause filed in the interim. For any step prior to termination, management may utilize any of the disciplinary steps more than once.

Progressive discipline is not required in cases of theft, deliberate damage of company property, gross insubordination, serious misconduct, physical violence, other similar offenses.

NEWSROOM HANDBOOK

All employees in the newsroom will adhere to the "Newsroom Handbook" which may be revised from time to time.

CLASSIFICATION

The parties agree that the bargaining unit shall consist of non-management employees in the following job classifications in the News department:

- Reporter
- Photographer
- Multimedia
- Editor
- Columnist
- Multimedia Copy Editor

GATEHOUSE EMPLOYEE HANDBOOK

All bargaining unit members will adhere to the GateHouse Employee Handbook.

DRUG TESTING

The parties agree that employees covered by the Collective Bargaining Agreement will adhere to the Company's drug testing policy as described in the GateHouse Employee Handbook. The Union acknowledges that the GateHouse Employee Handbook may be revised from time to time.

SURVEILLANCE

The Company has the right to engage in off property surveillance activities only when investigating worker's compensation issues, and/or suspected violations of the company's driving policy. No employee on company premises will be subject to search of his/her person without just and sufficient cause. If such a situation presents itself, and the employee refuses to comply, management may call local authorities to conduct the search.

FREQUENCY OF PUBLICATION

The Publisher retains the sole right to determine the frequency of the publication of his products. The Publisher shall provide 45 days written notice to the Union of his intent to reduce the frequency of the print and/or digital publications that he produces. Reducing frequency is interpreted to mean that there may be certain days of the week where the Publisher does not produce a print and/or digital publication. Any reductions in force will be subject to the provisions of the Article 24 Reductions to the Workforce.

JURISDICTION_

1. The Guild shall be the sole collective bargaining agency for employees in the Reporter, Photographer, Multimedia, Editor, Columnist, Multimedia Copy Editor classifications.
2. The work of the bargaining unit employees shall be work normally performed by employees within the bargaining unit and new or additional work assigned to the unit by the Employer.
3. Managers shall be permitted to perform any work in the newsroom.
4. There will be no restrictions on the Company's ability to receive and share content.
5. There shall be no restrictions on hiring part-timers or the use of stringers, temporaries and/or independent contractors. It is the spirit and intent of this Article and the intent of the Employer not to use stringers, temporaries, and/or independent contractors to replace bargaining-unit positions. Going forward, stringers, temporaries and/or independent contractors shall not perform all the duties of a former bargaining-unit member for more than ninety (90) days.
6. There shall be no restrictions regarding work assignments issued by management unless excluded by specific language in this Agreement.
7. The Publisher may at his/her discretion introduce new equipment, processes, procedures and initiatives that may not be assigned to employees in the newsroom. However, this agreement shall not be construed as to allow the Employer to assume work already being performed by the bargaining-unit employees, unless specific efficiencies are tied to such introductions.

MEDICAL BENEFITS

1. **Health Insurance.** Health insurance premiums and plan design including but not limited to benefit levels, co-payments, co-insurance, out of pocket maximums and deductibles for Guild employees in calendar year 2018 shall remain at 2016 levels. Health insurance premiums for calendar year 2019 shall remain at 2016 levels, but plan design including benefit levels, co-payments, co-insurance, out of pocket maximums and deductibles shall be equivalent to those offered to non-union employees of the Sarasota Herald Tribune for 2019.

2. **Other Benefits.** The Publisher will make available to eligible full-time employees the following benefits on the same basis as non-union employees: life insurance (one times the annual wages), short-term disability (up to 26 weeks at sixty (60) percent of wages -- maximum weekly benefit of \$2200), and long-term disability sixty (60) percent of wages -- maximum monthly benefit of up to \$12,500) provided that such benefits in effect as of the date of ratification will not change during the term of this Agreement.

401K

All employees are eligible for an employer match of twenty-five (25) percent for every one (1) percent of employee contribution made to the 401K plan, up to a maximum employee contribution of six (6) percent, as per the guidelines of the program.

PART-TIME EMPLOYEES

1. Part-time employees, are employees who are scheduled to work less than 35 hours per week.

2. Vacation and sick pay. Part-time employees receive no vacation or sick pay or other benefits unless specifically identified.

3. Holiday, Jury Duty and Bereavement Pay. Part-time employee will receive holiday pay, jury duty pay, and bereavement leave if they are regularly scheduled to work on those specific days.

Part-time employees who work on a holiday will be paid at time and one half.

4. 40K Eligibility. Part-time employees are eligible to participate in the 401K plan in accordance with the terms of the plan.

5. Severance. Part-time employees will be eligible for severance in the event of termination of their employment on the same terms as full-time employees except that severance shall be a fixed amount based on years of service, as follows:

Less than one year - \$200

1-5 years of service - \$500

6-10 years of service - \$800

10+ years of service - \$1,200

WAGES

1. The Company will increase existing wage scales and wages to all eligible bargaining unit employees:

- September 1, 2018 --- 1.00 %
- October 1, 2019 --- 1.75%

2. Should the Publisher offer a bonus based on Company performance to non-union hourly employees it will offer the same bonus based on Company performance to bargaining unit employees.

3. Minimum rates will be:

	\$19.24 per hour
Effective September 1, 2018	\$19.43 per hour
Effective October 1, 2019	\$19.77 per hour

The Company may pay new hires above the minimum rates.

4. Nothing in this agreement shall prohibit the Publisher from issuing merit raises on an individual basis.

The Company will pay a one-time signing bonus of \$500 for employees represented by this Agreement within two weeks of ratification of the Agreement.

TRAINING

Employees will continue to participate and complete all required training. Guild members will participate in and complete annual training on Newsroom Ethics, Code of Conduct and Sexual Harassment and will acknowledge receipt of the 2018 employee handbook. In addition, the Company agrees to adhere to all laws governing employees' Section 7 rights.

DURATION

1. This contract will commence on (date of ratification) and remain in full force and effect until midnight on October 31, 2020.
2. The Agreement shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Publisher or the Union shall give to the other written notice by registered mail of its desire to modify or terminate this Agreement at least sixty (60) days prior to its expiration date. During negotiations the contract shall remain in full force unless either party serves notice (of at least 60 days) of its intent to formally terminate the contract.
3. Effective on or about July 8, 2019, the parties will commence negotiations only on the subjects of wage increases and the sharing of health insurance premiums for the period January 1, 2020 through December 31, 2020 ("Reopener Period"). The Guild agrees, on a non-precedential basis, to waive its right to bargain over plan design in this reopener in accordance with graph 4 below. In so doing, the Guild does not waive its right to bargain over future plan design changes. In short, the Guild's waiver is limited solely with respect to plan design as part of this reopener and such waiver, being non-precedential, shall not be cited in any forum as evidence of status quo conditions. To be clear, plan design changes for the 2021 plan year shall not be subject to discretionary changes on the part of the Employer.
4. Except for the No Strike/No Lockout provisions of this Agreement, all other provisions of the Agreement shall remain in full force and effect during the Reopener Period. Absent agreement, either party shall have the right to take economic action during or after the Reopener Period, *e.g.*, the Guild shall have the right to strike in support of its positions and/or the Employer to unilaterally implement changes in health insurance premiums in accordance with applicable law, (i.e., in the event of lawful impasse) and these issues and/or matters shall not be subject to the grievance/arbitration provisions of the Agreement.
5. Notwithstanding the above, and even in the event of lawful impasse during the Reopener Period the Employer under no circumstances will unilaterally implement changes in premiums that would result in Guild unit employees paying a higher dollar amount in premium expense than unrepresented employees at the same newspaper for the same coverage.
6. The Parties agree that during the Reopener Period and in the absence of lawful impasse, the Employer's right to make plan design changes is governed by the status quo as set forth in the Parties' December 12, 2017 Global Memorandum of Agreement, paragraph 3 beginning with the second sentence. The Employer agrees that it will not unilaterally implement plan design changes during the Reopener Period that do not allow bargaining unit employees to participate in plans with the same plan design as for unrepresented employees at the same newspaper for the same coverage. Moreover, under no circumstance will the Employer unilaterally implement plan design changes for the 2020 Plan Year that would result in Guild unit employees: 1) being deprived of

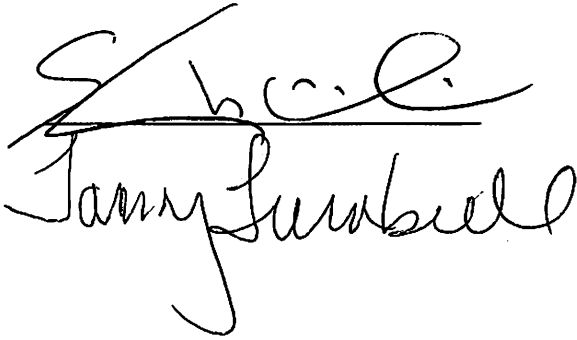
the option of family coverage; or 2) being given the option only of a high deductible plan as defined under the Affordable Care Act.

7. The Parties share the common goal of reaching agreement on this Reopener prior to December 1, 2019. Doing so would ensure the timely treatment of, and the certainty for both sides through the Reopener Period on two critical economic issues: wage increases and health insurance. Therefore, the Guild and the Publisher jointly commit to expedite these Reopener negotiations, including endeavoring to meet in a timely fashion and with reasonable frequency, as required, and treating the mutual goal of reaching an early agreement as a priority.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day above written by its proper officers or duly designated representatives.

FOR THE NEWSGUILD-
CWA

FOR THE HERALD TRIBUNE



Tamy Lumbard