

Collective Bargaining Agreement

between

**THE NEWSGUILD-COMMUNICATIONS WORKERS OF AMERICA
LOCAL 3108**

and

THE SARASOTA HERALD-TRIBUNE

Effective

Nov. 1, 2024

through

Oct. 31, 2026

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Preamble

The News-Press/Naples Daily News Newsrooms: This Agreement is made as of the ____ day of _____ between The Sarasota Herald-Tribune ("Employer") and The NewsGuild – Communications Workers of America (AFL-CIO, CLC), CWA Local 3108 ("the Guild") for itself and on behalf of the employees in the bargaining unit as set forth below.

ARTICLE 1: Recognition, Jurisdiction and Coverage

Section 1.1 The (Fort Myers) News-Press / Naples Daily News Newsrooms: The Employer recognizes the Guild as the exclusive bargaining representative of all full-time and regular part-time newsroom employees employed by the Employer at its locations in Naples and Fort Myers, Florida; excluding all other employees, managers, guards, and supervisors as defined by the Act.

Section 1.2 Work Assignments: The Employer shall have the right to make and change any and all work and beat assignments, including the right to assign unit employees work that is not at that time being performed by them. Employees shall perform all work as assigned.

Section 1.3 Coverage: The work of employees shall be the work normally or presently performed by employees within the bargaining unit and new or additional work assigned to the unit by the Employer, provided that the assignment of work for other network publications or operations shall not constitute a conferral of jurisdiction with respect to such work. There is no restriction on supervisors and managers performing bargaining unit work, provided that they shall not be permanently assigned a regular beat.

- a. Local news content appearing in The Sarasota Herald-Tribune or any of their platforms shall not be produced by journalists employed by other network publications or operations on a recurring basis. This does not apply to teams and other coordinated news gathering initiatives.
- b. Local news content may be produced by journalists employed by or persons engaged by other network publications or operations in the case of an emergency or in situations where a bargaining unit employee is not available, for example in the case of illness, injury or vacation of bargaining unit employees

Section 1.4 Artificial Intelligence: Artificial Intelligence (AI) may be used to generate news content that is supplementary to local news reporting and writing and is not a replacement for it. The use of AI by all parties shall be consistent with the Ethical Guidelines and Policy for Gannett Journalists Regarding AI-generated or Assisted Content dated April 27, 2023. The Employer may provide mandatory training on the use of AI and new technologies.

ARTICLE 2: Inclusions and Exclusions

Section 2.1 Inclusions: The following positions are included in the unit: Reporters, Photographers, Columnists, Digital Producers, Assistant Editors, Administrative Assistants, Planners, Multimedia Copy Editor.

Section 2.2 Exclusions: The following positions are excluded from the unit: Managing Editor, Executive Editor, Editors, Audience Directors, Digital Strategists, Content Managers temporary employees, summer clerks, all employees outside of the news department, employees of the military and commercial publications, and any news department positions with duties that meet the criteria for supervisory, managerial, or confidential employees within the meaning of the Act.

Section 2.3 Grant-Funded Positions: Positions funded in whole or part under arrangements with outside entities, including interns and Report For America fellows, will be covered by the terms of this Agreement after one year, provided that such terms of coverage are consistent with the terms of the funding arrangement. Furthermore, the Employer shall retain the right to terminate funded arrangements at any time without recourse to the grievance or arbitration procedure.

ARTICLE 3: Union Security

Section 3.1 It is understood that the Florida state constitution prevents the parties from including a Union Security provision. In the event that the Union Security provisions once again become legal for Florida employers, the Parties agree to meet to discuss the effect of the change in law.

ARTICLE 4: Dues Deduction

Section 4.1. Employees are not required to pay initiation fees, dues, or assessments as a condition of obtaining or retaining their employment with the Company. It is understood that the Florida state constitution prevents the parties from including a Union Security provision. In the event that the Union Security provisions once again become legal for Florida employers, the Parties agree to meet to discuss the effect of the change in law.

Section 4.2 Dues Deduction Form: Upon an employee's voluntary written assignment, the Employer shall deduct bi-weekly from the earnings of such employee and pay to the Guild 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 to the Employer by the Guild. Such a schedule may be changed by the Guild at any time.

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 NewsGuild-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 in 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 Guild not later than the 10th day of each month.

This 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 each 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 and 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 is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

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 name (printed)

Employee's signature

Date

Section 4.3 The Guild agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability, including without limitation, liability under the provisions of any Federal or State statute, that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provision of this section.

ARTICLE 5: Hiring

Section 5.1 No Discrimination in Hiring: In accordance with applicable law, there shall be no discrimination against a prospective employee because of her/his membership or non-membership in the Guild or because of age, sex, race, ethnicity, color, creed, national origin, sexual orientation, gender identity, gender expression, religion, marital or parental status, physical and mental disabilities, or other legally protected status or classification.

Section 5.2 No Blacklisting: The Employer agrees not to enter into any agreement with any other employer binding such other employer not to offer or give employment to employees of the Employer.

Section 5.3 Selection of Candidate: The Employer retains the right to judge the competency, qualifications and abilities of applicants and shall determine and select the best qualified candidate.

Section 5.4 Salary Inquiry: The Employer shall continue to observe any Salary History Inquiry Policy or practice that it may have, which prohibits, among other things, asking applicants directly or indirectly, orally or in writing, about their salary history information during the hiring process, including in employment applications, interviews, or background checks, in accordance with the terms of that Salary History Inquiry Policy. The Employer retains the right to at any time change, add to, or discontinue its Salary History Inquiry Policy or practice provided that such changes are also applicable to non-bargaining unit employees of the Employer.

ARTICLE 6: Information

Section 6.1 Employee Information: The Employer will provide the Guild upon hire and thereafter upon request but not more than once per calendar quarter, the following information about each employee: Name, address, date of birth, gender, demographic group, salary, classification, full or part-time status, manager, and date of hire.

Section 6.2 Employee Performance: The Employer will furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal, or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file.

Section 6.3 The employee and/or the Guild will be allowed to place in any personnel files that the Employer may maintain a response to anything contained therein which such employee and/or the Guild deems to be adverse.

Section 6.4 An employee and/or the Guild will have the right to review the employee's personnel

file at any mutually convenient time and upon request will be provided a copy of or be permitted to copy all materials in the employee's file that are not available electronically.

ARTICLE 7: Anti-Discrimination

Section 7.1 Neither party shall discriminate against any employee on any basis prohibited by federal or Florida state law or the Employer's anti-discrimination policies. The Employer's policies prohibit conduct that is discriminatory with respect to any term and condition of employment, whether based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin or ancestry, citizenship status, physical or mental disability, medical condition, genetic information, genetic predisposition or carrier status, height, weight, marital status, familial status, registered domestic partner status, age, union membership/ non-membership status, enrollment in any public assistance program, sexual orientation, military and veteran status or any other basis protected by federal, state, local law, ordinance or regulation.

ARTICLE 8: Inclusion, Equity and Diversity

Section 8.1 Employer's aims:

- a. It is the Employer's policy to promote an inclusive, diverse and equitable workplace culture with strong protections against discriminatory conduct. Consistent with its existing policies, practices and recent inclusion, diversity and equity initiatives, the Company and each of its business units are committed to attracting, retaining and engaging a greater inclusion of women, people of color, (including American Indian or Alaska Native; Asian; Black or African American; Hawaiian or Pacific Islander, Hispanic or Latino and Middle Eastern or North African backgrounds), LGBTQ+, those with differing abilities, those having military experience, and more underrepresented groups at every level of our workforce, for positions covered by this Agreement, recognizing that diversity of race/ethnicity, gender, experience, and background enriches journalism and our industry as a whole.
- b. Employees, including those covered by this agreement, are encouraged to participate in the Company's Employee Resource Groups (ERGs), which are voluntary, open to all employees, and are based on shared characteristics or life experiences. These employee-led and diverse groups aim to build connections, share information, increase cultural awareness, assist in recruiting and retaining diverse talent, and strengthen our employees' professional and personal growth.
- c. If applicable, this Article 8 is subject to the grievance procedure, but is not subject to arbitration.

ARTICLE 9: Grievance and Arbitration

Section 9.1. Grievance Procedure: In order to promote harmonious relations between the Parties, any disputes regarding the interpretation of the terms of this Agreement shall first be presented to Management within twenty-eight (28) calendar days of the event giving rise to the dispute or within twenty-eight (28) days after the employee, or the Guild knew, or by reasonable diligence should have known, of the facts giving rise to the dispute. The Guild must present such disputes in a written grievance, which will explain the dispute, include a specific statement of the remedy sought, and request a meeting of a grievance committee regarding the dispute.

- a. A grievance committee of not more than two (2) bargaining unit employees designated by the Guild and not more than two (2) Management representatives designated by the Company shall discuss a timely grievance. The Guild may substitute a CWA-employed representative for one of the two (2) bargaining unit employees designated by the Guild. Such a meeting shall be held as promptly as possible after the Company receives the written grievance, but in any case, within twenty-eight (28) calendar days thereafter.
- b. If the grievance committee resolves the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each party and, if applicable, affected employee(s). If the grievance committee is not able to resolve the dispute, the Company, or its designated representative, shall respond to the grievance in writing within fourteen (14) calendar days of the meeting.

Section 9.2. Arbitration:

- a. In the event the procedure in Section 9.1 above does not result in a resolution of the grievance and/or the Company fails to respond within the fourteen (14) calendar-day time period in Section 9.1(b) the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within thirty-five (35) calendar days after the Company's written response to the grievance or the expiration of the fourteen (14) calendar-day time period for such response, whichever is earlier. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Company and the Guild may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.
- b. Grievances may not be consolidated for arbitration unless the Parties agree to do so in writing. However, contemporaneous occurrences or non-occurrences that affect numerous similarly situated employees may be combined in a single grievance.
- c. In the event that the dispute is not timely grieved, is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed, withdrawn, and/or waived.
- d. If the grievance committee cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from an arbitration panel obtained from the Federal Mediation and Conciliation Service (FMCS). The party demanding arbitration shall request a panel of seven arbitrators, including the special requirement that the arbitrators on the panel be

members of the National Academy of Arbitrators. If the parties cannot agree on one of the seven arbitrators listed on the panel, the Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected.

- e. After an arbitrator is selected, the arbitration hearing shall be held promptly on a date agreeable to the parties and the arbitrator. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by the Company and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without consent to do so. Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested. If any party refuses to pay its share of the cost of a stenographic record of the hearing, the party waives its right to receive or view any copy of the transcript or the original transcript, and the arbitrator shall not provide such party with a copy of the transcript.

Section 9.3 Authority of the Arbitrator:

- a. The arbitrator shall limit his/her decision to the settlement of the written grievance before him/her and to the application and interpretation of the provision(s) of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.
- b. The award of the arbitrator shall be in writing, and shall be final, conclusive, and binding on the Company, the Guild, the grievant(s), and the employees(s) involved.
- c. In the event the arbitrator awards back wages or other retroactive relief, such remedy shall not be retroactive any earlier than twenty-eight (28) calendar days before the written grievance was received by the Company. No award of back wages shall exceed the amount of wages the employee would otherwise have earned for the relevant time period, less any unemployment, workers' compensation, and/or disability benefits he/she received during the same time period, and less any other income that would not have been available or earned had the employee retained his/her employment with the Company.
- d. The arbitrator shall have no authority to set any terms for a new agreement.

Section 9.4 Notice of Attendance at Proceeding: If the Guild desires to have employee(s) participate in an arbitration proceeding occurring during such employee(s)' regularly scheduled work hours, the Guild must provide the Company with seven (7) calendar days advance written notice.

Section 9.5 Time Limits: The time limits contained in this Article are considered to be of the essence, but the Parties may mutually agree in writing to extend such time limitations.

Section 9.6 Clean Slate: Any alleged claim or dispute that occurred prior to the effective date of this agreement shall not be grievable or arbitrable, and an arbitrator shall have no authority to grant any relief for any period prior to the effective date of this labor agreement.

ARTICLE 10: Employee Discipline

Section 10.1 Dismissals and Discipline: There shall be no discipline or dismissals except for just and sufficient cause, to reduce the force or during a probationary period, as provided in Article 11 below.

Section 10. 2 Progressive Discipline: In determining whether to discipline and the level of discipline, the Company may consider the severity of the conduct, the frequency of the conduct, the length of time between instances of the conduct, the employee's prior disciplinary record, the employee's length of employment, and any other relevant circumstances and information, including any mitigating factors relating to the underlying event. The Guild and the Company agree to adopt a program of progressive discipline and the following sequence of discipline shall generally be followed:

- a. Verbal Warning
- b. Written Warning
- c. Suspension Without Pay, and/or Final Written Warning
- d. Discharge.

The Company reserves the right to invoke any step in the progressive disciplinary sequence at any time, including summary discharge without prior warning based on the severity of the conduct and the other above-mentioned considerations. Except as otherwise provided in this Agreement, the Guild may grieve any discipline or discharge, as provided for in the Grievance Procedure. For any step prior to termination, Management may utilize any disciplinary step more than once.

Section 10.3 Notice to the Guild: The Guild will be notified in writing of any disciplinary steps beyond a verbal warning, including any written warning, final written warning, suspension or discharge, at the time of the discipline or as soon thereafter as is practicable.

Section 10. 4 Probationary Period: The Guild recognizes the right of the Company to discipline and/or discharge new employees anytime during the probationary period and the discipline and/or discharge shall not be subject to the Grievance Procedure in this Agreement.

Section 10. 5 Weingarten rights: In accordance with applicable law, employees shall have the right to have, upon request, a union representative present with them during any investigative interview that may lead to discipline of that employee.

ARTICLE 11: Reductions in Force

Section 11.1 Layoffs to reduce the force may be made as the exigencies of the business require. The Company shall decide when and how many employees shall be laid off, and shall provide that information to the Guild at least 14 calendar days in advance of the intention to reduce the force. The Employer shall not announce the layoffs to the employees until after such notice is given. The decision on when and how many employees shall be laid off shall not be subject to the grievance and arbitration procedures. Employees who are laid off shall receive severance in accordance with the provisions of Article 12.

Section 11.2 Information: The notice to the Guild will identify:

- a. The impacted jobs/individuals;
- b. Their anticipated layoff date; and
- c. Whether the Company intends to seek volunteers.

Section 11.3 Layoff order and groupings: Dismissals to reduce the force shall be made in the inverse order of bargaining unit seniority from among the employees within the particular job classifications affected. Unless specified otherwise, seniority shall mean the length of continuous employment with the Employer as a full-time employee or regular part-time employee (including an internship) or a fellowship of at least twelve (12) consecutive months duration.

For purposes of layoffs, the following classification groupings shall apply for full time and regular part timers who work at least 30 hours in a work week:

- a. Reporters and Columnists
- b. Photographers, Videographers, Producers and Planners.

Interns, grant-funded positions, Report for America fellows (during first year of employment); probationary employees, summer clerks, clerks, news assistants, editorial assistants, part time employees who work fewer than 30 hours per week, shall be dealt with at the Employer's discretion. The termination/expiration of a funded/grant/RFA position after one year of employment shall not constitute a reduction in force.

Section 11.4 Exemptions: Up to 25% of employees in the reporter/columnist classification, and 25% in the photographer/videographer/producer planner classification may be designated by management to be exempt from lay off during each instance of reduction in force. For calculation purposes, all decimals will be rounded up to the next whole number.

Section 11.5 Notice of Exemptions: The Guild must be notified of selected exemptions at least 14 calendar days in advance of each round of layoffs.

Section 11.6 Volunteers: The Company has the sole discretion to accept or reject volunteers. The selection, rejection and layoff of a volunteer are not subject to the grievance and arbitration procedures.

Section 11.7 Payment in Lieu of Notice: After the required notice to the Guild above, the Employer shall have the right to pay an employee in lieu of working the remaining notice.

Section 11.8 Early Retirement and Buyout Offers: Nothing in this Article shall preclude the Company from offering early retirement incentives or employee buyouts to members of the bargaining unit after first notifying the Guild. The Publisher shall have sole discretion over whether any such incentives will be offered and what terms will be offered, provided they are not less than what an employee would have received by way of severance.

ARTICLE 12: Severance

Section 12.1 Severance Payment: In the event of layoff, severance will be paid to full-time and regular part-time employees who work 30 or more hours per week equal to one (1) week's pay for each 12 months of completed service, up to 28 weeks maximum, with a minimum of 3 weeks, plus a \$1,500 transition bonus. All less taxes.

A major portion is more than six (6) months of service in which case that will count as a full year of service for purposes of calculating severance pay.

A full-time employee who has completed more than one hundred and eighty (180) days of employment shall be eligible for three (3) weeks of pay.

Section 12.2 Health Coverage: If an employee is laid off, the former employee's health coverage will be continued through the end of the month in which the separation date occurs.

Section 12.3 Severance Rate: Severance pay will be based on the employee's current base rate of pay.

Severance will be paid via normal payroll installments equal to the gross amount of the employee's regular paycheck, except the final installment may be a lesser amount based on the balance owed.

Section 12.4 Separation Agreement: To receive severance an employee must sign, and thereafter not revoke, a waiver, release and covenant not to sue prepared by the Employer, provided the Employer will not include in any separation agreement any term or condition that would prevent an employee from seeking employment with a competitor or, in accordance with applicable law, overly broad non-disparagement and/or overly broad confidentiality provisions.

Section 12.5 In the event of an employee's death while receiving severance payments, the balance of the severance owed shall be paid to the employee's estate.

ARTICLE 13: Posting of Vacancies, Promotions and Transfers

Section 13.1 Posting of Vacancies: The Employer shall post open positions which it wishes to fill within the bargaining unit generally describing the job and its qualifications. If an employee who applied for a vacancy is not selected, upon the employee's request, a representative of management will meet with the employee to discuss why the employee was not selected.

Section 13.2 Right to Refuse a Promotion: No employee shall in any way be penalized for refusing to accept a promotion to management.

Section 13.3 Transfers: No employee shall be transferred by the Employer to a position outside of the bargaining unit, including to a subsidiary, related, or parent company of the Employer, without the employee's consent. A transfer does not include performing non-bargaining unit work remotely, including working on various network teams. Additionally, no employee shall be transferred to normally work out of a location more than seventy-five (75) miles from the Employer's business offices without her/his consent. It is understood that the prior sentence relates only to the relocation of an employee's normal work location and does not apply to assignments requiring employees to work more than seventy-five (75) miles from the Employer's business offices even for an extended period.

ARTICLE 14: Probationary Period

Section 14.1 Employees will be considered probationary during their first ninety (90) days of employment. About 45 days through that period, the employee and supervisor will meet to discuss the employee's performance.

Section 14.2 This probationary period may be extended up to ninety (90) days upon notice by the Company to the employee and the Guild.

Section 14.3 The Guild recognizes the right of the Employer to discipline and/or discharge new employees anytime during the probationary period and the discipline and/or discharge shall not be subject to the grievance procedure.

ARTICLE 15: Performance Evaluations

Section 15.1 Annual Performance Evaluations: At least once a year, employees may be given a performance and development review, which may include goal setting and an employee self-

review. An employee will be given the opportunity to respond to his/her evaluation and any written response will be included in the employee's personnel file.

Section 15.2 Appeals: An employee who does not agree with his/her performance and development review may promptly appeal it to the Editor (or her/his designee). The decision of the Editor his/her designee shall be final.

Section 15.3 In addition to the evaluation process provided for above, performance concerns will be brought to employees' attention in a timely manner.

Section 15.4 This Section is not subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 16: Hours, Premium Pay and Overtime

Section 16.1 Normal Workday: The normal workday for full-time employees consists of eight (8) hours falling within nine (9) consecutive hours. The normal workday for part-time employees shall be as assigned by the Employer.

Section 16.2 Normal Workweek: The normal workweek for full-time employees consists of up to five (5) shifts and is forty (40) hours. The normal workweek for part-time employees is fewer than thirty (30) hours. ~~Employees not currently working 40-hour weeks will be transitioned to 40-hour weeks upon ratification of this agreement and compensated at their current hourly rate for the additional 2.5 hours worked each week.~~

Section 16.3 Overtime: Overtime shall be paid in accordance with the Fair Labor Standards Act ("FLSA") and compensated for at the rate of time and one-half (1-1/2). Consistent with the FLSA, this means that:

- a. Overtime shall be paid for all time actually worked in excess of forty (40) hours per week;
- b. The employer may require an employee to work a shortened workday during a given workweek to offset a longer workday to reduce or eliminate the need for overtime payment; and
- c. The Employer may also require an employee to work a shorter workweek in the second week of a pay period to offset overtime worked in the first week of a pay period.

Section 16.4 No Pyramiding of Overtime/Premium Pay. There shall be no pyramiding of overtime and/or premium pay. For example, an employee working a holiday shall be paid time and one-half for all hours worked on the holiday even if those hours are also in excess of forty (40) hours per week.

Section 16.5 Overtime Records. The Employer shall maintain overtime records, copies of which shall be provided to the Guild upon reasonable request.

Section 16.6 Call back pay. Employees called back after completing their regular day's or night's shift will be paid for all time worked with a minimum guarantee of two (2) hour's pay at straight-time rates. It is understood that brief calls to clarify previously submitted stories are not call backs for purposes of this article.

Section 16.7 Work Schedules: Changes in an employee's normal work week or normal workday (e.g., a change from working 9 am – 5 pm Monday through Friday to working 3 pm – midnight Wednesday through Sunday), as distinguished from temporary changes in daily hours, shall be made with one (1) week's advance notice given to the employee. A shorter notice period can be used if mutually agreed to by the employee or if an emergency exists. Upon an employee's request and with the supervisor's approval, unpaid time off may be granted, such time to be made up during the workweek at a mutually agreeable time.

The Employer reserves the right to temporarily change schedules as a result of illness, other emergency, breaking news, or a change in workload or work demands. The Employer will first discuss the assignment and temporary schedule change in an attempt to resolve the matter by mutual agreement. Absent such agreement, the Employer may make the assignment and temporary change in schedule based upon its good faith judgment as to what is reasonable under all of the relevant circumstances.

The Employer will make every reasonable attempt to schedule employees for consistent days off and to provide employees with a consistent work schedule.

ARTICLE 17: Holidays

Section 17.1. Holidays: Regular full-time employees shall have the following holidays with full pay:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas

- a. With the exception of staff who normally work on weekends, when a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday.

Section 17.2 Holiday Worked: Eligible full-time non-exempt employees who work on an Employer-observed holiday will be paid a premium of time and one-half for all hours worked on

the holiday. They will also receive an additional day off with pay scheduled at a time mutually acceptable to their supervisor.

Eligible salaried employees who work on an Employer-observed holiday shall be paid their regular salary for the day. They will also receive an additional day off with pay scheduled at a time mutually acceptable to their supervisor.

A part-time employee who works on a holiday shall be paid a premium of time and one-half for all hours worked on the holiday.

- a. **Holiday Eligibility Requirements:** To receive any holiday pay: (i) an employee who is scheduled to work on a holiday must in fact work the holiday and (ii) an employee who is not scheduled to work on a holiday must actually work at least one (1) shift within fourteen (14) calendar days of the holiday.

Section 17.3 Holiday Not Worked: If an employee does not work a holiday, s/he shall receive eight (8) hours pay at the regular-straight time hourly rate.

Section 17.4 Floating Holidays: Regular full-time employees shall be eligible for three (3) floating holidays per calendar-year.

Floating holidays are credited into an employee's floating holiday bank on January 1 of each calendar year. During the first calendar year of employment employees hired between January 1 and March 31 of a calendar year shall receive three (3) floating holidays; employees hired between April 1 and June 30 of a calendar year shall receive two floating holidays; employees hired between July 1 and September 30 of a calendar year shall receive one (1) floating holiday; and employees hired after September 30 shall receive no floating holidays.

Floating holidays must be used within the calendar year that they are earned. They do not roll forward into the following year and are not paid out if unused at the end of the year or in the event of voluntary or involuntary termination.

Supervisory pre-approval is required to schedule a floating holiday. Requests to schedule and use floating holidays shall not be unreasonably denied.

ARTICLE 18: Paid Time Off

Section 18.1 Paid Time Off: Full time employees and regular part-time employees scheduled to work thirty (30) or more hours per week shall be eligible for paid time off on the same basis offered to non-union company employees. Regular part-time employees scheduled to work twenty (20) or

more but less than thirty (30) hours per week shall receive pro-rated paid sick leave on the same basis as non-union company employees.

Section 18.2 Use and Accrual: Except as otherwise required by law and/or as provided for in Section 18.3, PTO must be taken during the year accrued. PTO may be used only in half-day increments or more by employees who are exempt from the overtime and time-recording requirements of the Fair Labor Standards Act. Hourly, overtime eligible employees may use PTO in increments of one (1) hour or more, up to a maximum per day equal to regularly scheduled hours.

Section 18.3 No Carry Over: PTO cannot be carried over to the following calendar year and will be forfeited if not used. In this regard, employees are responsible for monitoring their PTO usage to avoid a forfeiture. To avoid a possible disruption of efficient operations, the Employer shall have the right, but not the responsibility, to schedule unscheduled PTO above five (5) days in the fourth quarter to avoid a forfeiture. The failure of the Employer to exercise this right shall not prevent a forfeiture of PTO or give rise to a claim that the employee is entitled to PTO pay in lieu of time off. To the extent applicable law requires carryover of vacation/PTO and/or prohibits forfeiture of accrued vacation/PTO, such legal requirements will prevail.

Section 18.4 Advancement: Consistent with the other provisions of this Agreement, up to forty (40) hours of PTO may be advanced by the Employer for purposes such as allowing PTO to be used for vacations during the first quarter or to avoid a forfeiture of PTO at year's end. Consistent with applicable law, as a condition of advancing PTO the Employer may require submission by the employee of a properly executed form that permits the lawful recapturing of advanced but unaccrued PTO time/pay in the event of a separation from employment.

Section 18.5 Payout Upon Separation: All accrued, unused PTO, i.e. vacation and sick days, will be paid out upon separation from employment if the employee has completed their probationary period, unless otherwise required by law.

Consistent with applicable law, an employee who has been advanced PTO shall be responsible for reimbursing the Employer for such paid time. If permitted under state law, the amount of advanced but unaccrued PTO will be deducted from the employee's final check.

Section 18.6 Use of Any Form of Paid Time Off in lieu of Unpaid Time Off: In accordance with applicable law, the Employer reserves the right to require the use of PTO or any other form of paid time off in lieu of unpaid time off, and the employee also reserves the right to use such paid time off in lieu of unpaid time off, for example in conjunction with FMLA. [This Section 18.10, however, the Employer's right does not apply to Guild Leave (Section 19.9)].

Section 18.7 Days of Cultural, Religious, or Other Matters of Personal Significance: PTO may be requested for days of cultural, religious, or other days of personal significance, and such

reasonable requests will normally be given preference over others. Such time must be requested and will be scheduled in accordance with Section 18.6 and Section 18.7 (Scheduling)

Section 18.8 Community Volunteer Work: Bargaining unit employees will be extended paid time off to volunteer in the community on the same basis as non-unit employees.

ARTICLE 19: Leaves of Absence

Section 19.1 Discretionary Unpaid Leaves: The Employer, at its discretion, may grant employee unpaid leaves of absence, which shall be on a non-precedential basis. The Employer will consider the employee's written request for a discretionary leave of absence. If it is not granted in writing within fourteen (14) calendar days it shall be deemed as denied.

Section 19.2 Emergency Leaves: The Employer shall consider requests for paid leave and may grant the same for a period set by the Employer where personal or family emergencies exist, which shall be on non-precedential basis. With the Employer's approval, employees may use accrued but unused vacation days and/or personal days for approved emergency leaves.

Section 19.3 Jury Duty: Full-time and regular part-time employees are eligible for paid jury duty leave, temporary employees are not.

An eligible employee will be allowed time off with pay for responding to a summons for jury duty and, if applicable, serving as a juror. An employee called for jury duty must return to work the balance of his/her shift on any day s/he is excused from jury duty.

For eligible employees, jury duty pay will be calculated based upon the employee's base pay rate times the number of hours the employee would otherwise have worked on the day(s) of absence. Employees are not required to sign over to the Employer any court compensation checks they receive for paid jury duty.

Schedules may be reasonably changed by the Employer in order to accommodate jury duty. Employees will not be required to work the night before jury duty or on a day when they are a juror, except as provided elsewhere in Section 19.3.

Paid vacation and sick/personal leave will continue to accrue during jury duty leave. Observed Employer-paid holidays will be paid while on jury duty.

Section 19.4 Family Medical Leave (FMLA): All leaves of absence provisions of this Agreement shall be applied consistent with the requirements of the Family and Medical Leave Act of 1993 (FMLA). The parties agree that the Employer may require the following:

- a. That an Employee uses at the beginning of a FMLA leave all unused vacation which the Employee may have before becoming eligible for unpaid FMLA leave. Vacation time so taken shall be counted towards the twelve (12) weeks of FMLA leave; and
- b. That an Employee's paid sick leave for a "serious health condition" shall be counted toward the Employee's twelve (12) week entitlement under FMLA. The Employer will utilize a twelve (12) month period measured forward from the first date an employee uses FMLA leave to determine whether an employee is entitled to additional FMLA leave.

Section 19.5 Funeral/Bereavement Leave: Full-time and part-time employees regularly scheduled to work thirty (30) or more hours a week are eligible to use up to five (5) days paid bereavement leave (with an additional two (2) paid days for out-of-state travel approved by the Employer) for immediate family, defined as spouse/domestic partner, children and stepchildren, parents and stepparents, siblings, step siblings, mother/father-in-law, grandparents and grandparents-in-law, and grandchildren. Additionally, up to three (3) days of paid bereavement leave may be granted, with Employer approval, for the passing of other loved ones close to an employee.

With respect to funeral/bereavement leave, employees shall give as much advance notice as is reasonably possible to their supervisor. Employees may request additional time off in conjunction with funeral/bereavement leave from their supervisor and, with their supervisor's approval, be allowed to use PTO for approved additional days off.

Section 19.6 Parental Leave: Full-time and part-time employees regularly scheduled to work thirty (30) or more hours a week are eligible to participate in the Paid Parental Leave (PPL) in effect on January 01, 2024 for such full-time and part-time employees outside of the bargaining unit. This policy generally provides for up to ten (10) weeks of Paid Parental Leave who have become parents by birth, adoption, surrogacy, or foster care placement. PPL must be taken within twelve (12) months following the birth of the employee's child, adoption, surrogacy, or foster care placement. PPL runs concurrently with Family Medical Leave (FML), as applicable.

Eligible employees taking PPL will be paid at their base pay rate. Employees without a base pay rate shall be paid by averaging the most recent twelve (12) weeks' pays. Employees will receive their PPL benefit through regularly scheduled bi-weekly pay dates. Under no circumstances will an employee receive more than 100% of pay.

PPL may be taken in one-week increments or for ten (10) consecutive weeks within twelve (12) weeks of the date of the birth, adoption, surrogacy, or foster care placement. Multiple births, adoptions, surrogacies or foster care placements (*e.g.*, the birth of twins or the adoption of siblings) do not increase the 10-week total amount of PPL granted for that event. Employees cannot receive more than ten (10) weeks of PPL granted in a rolling 12-month period regardless of whether more

than one (1) birth, adoption, surrogacy, or foster care placement event occurs within the same 12-month time frame.

When an employee gives birth, the ten (10) weeks of PPL can commence at the conclusion of any Short-Term Disability (STD) leave/benefit provided for the employee's own medical recovery following childbirth.

Unused PPL will be forfeited if not taken within the first twelve (12) months following the birth, adoption, surrogacy, or foster care placement and will not be paid out upon termination of employment.

PPL will be coordinated with other policies. For example, as noted above, PPL runs concurrently with Family Medical Leave (FML). All federal, state, and/or local leave benefits an employee may be entitled to during their PPL leave period will run concurrently with PPL. Employees are required to apply for such benefits to receive PPL. Any payments made directly to the employee through federal, state, and/or local leave benefits will offset the amount received from the Employer for PPL.

Section 19.7 Military Leave: An employee who has left or leaves the employment of the Publisher 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 Publisher had been continuous.

Time spent in such service shall be considered service time with the Publisher 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 Publisher.

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

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 Publisher shall make all efforts to place the employee in other acceptable employment with the Publisher. If such other employment is not found, the employee shall receive severance pay.

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.

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.

Section 19.8 Domestic Violence Leave: The Employer shall provide eligible employees with up to three (3) working days of unpaid leave in any twelve (12) month period if the employee or a family or household member of the employee is a victim of domestic violence.

“Domestic violence” means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, false imprisonment, or criminal offense resulting in physical injury or death of one family or household member by another family or household member; or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as a family or who resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

To be eligible for Domestic Violence Leave and employee must:

- a. Have been employed by the Employer for at least three (3) months;
- b. Have exhausted all his/her annual paid time off leave (i.e., vacation and personal days); and
- c. Be a victim of domestic violence or have a family or household member who is a victim of domestic violence.

Section 19.9 Union Business Leave: If the Employer determines it is operationally feasible, and without incurring overtime costs, employees will be permitted to use paid or unpaid time off to attend the conventions of The NewsGuild-CWA or any labor organization with which it is affiliated. The Guild will provide as much notice as is reasonably possible, but notice shall be generally no later than when delegates are selected. Up to five (5) business days (for each employee) may be allowed annually for no more than two (2) employees. Attendance by additional employees or the use of additional paid or unpaid time off to extend the leave may be granted at the sole discretion of the Employer and is not subject to the grievance procedure. Additional leave

for Guild-related purposes may be requested and approved subject to mutual agreement between the parties.

Section 19.10 No Effect on Seniority: Leaves provided for in this Article that do not exceed six (6) months shall not constitute breaks in the continuity of service for the computation of severance pay, vacations, or other benefits under this Agreement. Except with respect to leaves pursuant to Section 19.1, the Employer will continue to provide health benefits during an approved leave of absence provided the employee remains current in the contribution. With respect to leaves pursuant to Section 19.1, coverage shall be as agreed to by the Employer and the employee requesting the discretionary leave.

ARTICLE 20: Wages and Salaries

Section 20.1 Minimum Rates of Pay: The following minimum wages and/or salaries for full-time employees shall be in effect during the term of this Agreement.

Effective the first day of the first full payroll period following acceptance of this Agreement, the minimum annual wage for full time reporters, photographers, columnists, and producers shall be:

Upon hire	Not less than \$54,080 per year
Upon completion of five (5) years of employment	Not less than \$58,240 per year
Upon completion of ten (10) years of employment.	Not less than \$62,400 per year

In the event the Company creates new classifications, these minimums will apply for those employees.

Employees shall either be advanced to the applicable minimums set forth above, or Employees shall receive a \$1.00 per hour raise upon ratification, whichever is greater. Upon the start of the second year of the contract, Employees shall be advanced to the applicable minimums set forth above, or Employees shall receive a \$1.00 per hour raise, whichever is greater.

With respect to individual employees who first reach the relevant years of service “milestone” after the first day of the first full payroll period following acceptance of this Agreement, these minimums will go into effect the first day of the first payroll period immediately following the full-time journalist’s anniversary date of employment.

Section 20.2 Other Minimum Rates: Effective the first day of the first full payroll period following acceptance of this Agreement, editorial assistants and office clerical shall be paid not less than \$18.00 per hour and part timers shall be paid not less than \$22.00 per hour, or other rates applicable with minimum wage laws.

Part-time employees shall be advanced to the minimums set forth in Section (a) above, or part-time employees shall receive an increase of \$1.00 per hour, whichever is greater. In the second year of the contract, part-time employees shall be advanced to the minimums set forth above, or shall receive an increase of \$1.00 per hour, whichever is greater.

Section 20.3 No Maintenance of Differentials: The establishment of minimum rates in this Agreement does not provide for an increase to any employee paid at or above those minimum rates.

ARTICLE 21: General Wage Provisions

Section 21.1 Pay above Minimums/Discretionary Pay: The Employer, in its sole discretion, may start an employee hired or coming into the bargaining unit at rates above the minimums set forth in Article 20 (Wages & Salaries).

In its sole discretion, the Employer may at any time, including after the Agreement has expired and/or during negotiations, provide raises and/or bonuses in excess of those required by this Agreement. This Section 21.1 applies to all types of compensation for the performance of services by an employee for the Employer.

Notwithstanding any language in this Agreement, or any prior past practice, the granting, withholding, timing, or amount of discretionary raises or discretionary bonuses is within the sole discretion of the Employer.

Similarly, nothing herein shall be construed to alter or modify the ability of employees to approach management for individual pay increases or bonuses on their own behalf, including after the Agreement has expired and/or during negotiations.

This Section 21.1 is not subject to the grievance or arbitration provisions (Article 9) of this Agreement.

Section 21.2 No Reduction in Hourly Rates or Salaries:

- a. There shall be no reductions in hourly rates or salaries paid to current employees solely as a result of putting this Agreement into effect.
- b. This Section 21.2 shall not limit the Employer's right to furlough employees.

Section 21.3 In accordance with applicable federal and state law, the Employer, at its discretion, may treat any employee paid more than the minimum salary level for exempt employees under the FLSA and state law as a salaried, exempt employee.

ARTICLE 22: Benefit and Retirement Plans

Section 22.1 Except as modified in this Article below, effective upon ratification, employees shall be eligible to participate in the same benefits plan(s) on exactly the same basis and to the same extent as employees of the Employer not covered by a collective bargaining agreement.

Section 22.2 For medical, dental and vision benefits, employees shall migrate to the Network medical plans on the same terms as non-union company employees effective Jan. 1, 2025.

Section 22.3 Those employees in legacy 401(k) plans will migrate to current company 401(k) plans on the same terms as non-union employees on Jan. 1, 2025.

Section 22.4 Employees shall participate in open enrollment and whatever other procedures are required to achieve these changes. Once those employees are on same-as benefits, it is understood that the benefits of the plan(s) may be supplemented, enhanced, reduced or eliminated, the specific benefits, terms and conditions of these plans may be modified, and the costs, if any, associated with participation in these benefits, may be increased or decreased, it being understood that any such changes shall be on the same basis and to the same extent as applicable to employees of the Employer not covered by a collective bargaining agreement. Either Party may propose changes in this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this "same basis" practice will continue during negotiations as the status quo until such time as a change has been made through negotiations. If the Employer announces the elimination of any plan(s), the Employer will bargain with the Guild over the effects of the elimination.

ARTICLE 23: Employee Safety

Section 23.1 Sanitary Workplace: The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated, cooled and lighted place for the performance of all work.

Section 23.2 Hazardous Conditions: The parties recognize that certain aspects of journalism are inherently dangerous, and that newsworthy events like crime, and human or natural disasters, including hurricanes, must be covered. An employee may choose not to perform an assigned task if the employee in good faith has an objectively reasonable apprehension of death or serious injury because of abnormally dangerous conditions for work. [LMRA Sec. 502]. An employee electing to exercise this right shall notify the Employer with reasonable promptness of this action and provide an explanation if required.

Section 23.3 Compliance with Law: The Employer and employees will comply with all applicable laws, standards, regulations, and policies as they apply to providing a safe workplace for employees.

ARTICLE 24: Expenses and Equipment

Section 24.1 Expenses: The Employer shall pay all authorized expenses incurred by an employee in the service of the Employer.

Section 24.2 Mileage: Employees will be reimbursed for the use of a personal automobile in the service of the Employer at the IRS reimbursement rate.

Section 24.3 Equipment: Necessary working equipment not otherwise mentioned in this Agreement shall be provided to an employee and paid for by the Employer. Except with respect to equipment for which employees receive a reimbursement, (e.g., vehicles, mobile phones), The Employer will provide and maintain all equipment which in the Employer's determination is reasonable and necessary for the safe and efficient performance of an employee's job duties and the conduct of Company business.

Section 24.4 Meal Allowance: Reasonable meal costs, not to exceed fifty-five dollars (\$55) per day, incurred because of the requirements of the job, will be reimbursed to the employee. Reimbursement is contingent on the employee submitting the original expense receipt (not a copy of a credit card bill) indicating whether the meal was on or off-site and shall include meal attendee information.

Section 24.5 Mobile phones: An employee is eligible for reimbursement in an amount up to fifty dollars (\$50) per month if the employee's job duties require the business use of a personal mobile device. The employee must seek reimbursement through Concur within 35 calendar days of the expenditure. No new company phones will be issued to employees. Employees may keep their Company cell phones and numbers.

ARTICLE 25: News Integrity

Section 25.1 Employer Control of Content and Editorial Integrity: The Employer retains absolute discretion to determine the content of its newspaper or any other publication, such as the choice of material to go into the newspaper, and the decisions made as to limitations on the size and content of the newspaper, and the treatment of public issues and public officials.

Nothing contained in Article 25 or any other provision of this Agreement limits the Employer's rights set forth in this section, provided that this Section shall not be interpreted as modifying an employee's privilege to withhold her/his byline/credit line for reasons of journalistic integrity as provided for in Section 25.4 below.

Section 25.2 No Distortions or Falsehoods: An employee shall not be permitted or required to process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee or the Employer knows to be false.

Section 25.3 No Exploitation of Position: No employee shall exploit her/his position with the Company for personal gain or in the course of outside work.

Section 25.4 Bylines/Credit Lines: Prepublication, for reasons of journalistic integrity, an employee may withhold her/his byline/credit line from content s/he created or contributed to, provided that the employee has conferred with the employee's manager concerning any objections in order to provide the Employer the opportunity to address any concerns. The Employer may run the story in its discretion in the absence of such byline/credit line.

The privilege to withhold bylines/credit lines pre-publication does not extend to the right to engage in byline/credit line strikes, defined as the withholding of the byline(s)/credit line(s) by one or more employees for reasons other than journalistic integrity. A byline/credit line strike does not include instances of group requests to withhold bylines/credit lines for reasons of journalistic integrity where each member of the group is involved in the coverage of a particular matter or subject.

Section 25.5 Advertorial Assignments: Journalists will not be required to produce advertorial materials. This does not restrict the Employer's right to use any content in any of its publications or products. Nor does it preclude employees from being assigned to contribute content to advertorial products and special sections provided it's under the same journalistic integrity standards applicable to the newspaper and is not advertorial material.

Section 25.6 Letters to the Editor: An employee whose work or person is mentioned in a letter to the editor shall be informed of such letter whenever possible.

Section 25.7 Corrections, Retractions, and Related Matters: If a question arises as to the accuracy or fairness of published material, managers, whenever practical, will consult with the employee prior to the publication of a correction, retraction, or insertion of additional material.

Section 25.8 Assignment Despite Objection: An employee who is assigned to write or prepare any material for publication which the employee believes compromises journalistic integrity may not refuse the assignment. However, the employee may file a written objection, including by e-mail, specifying the objection and the reasons therefore, to which management may respond if it so chooses.

Section 25.9 Privilege against Disclosure and Authentication: 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 the same to any party except the Employer and/or its representatives.

The Employer and/or its representatives 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.

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 an employee within the scope of his/her employment as part of the newsgathering process

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

- a. Subpoenas: 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 reimburse the employee for damages, loss of salary, benefits, and any other expenses reasonably sustained or incurred incidental to a defense of the subpoena or the action.
 - i. The foregoing provision shall 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 from the employee's refusal to authenticate or disclose a source. However, the provision of counsel by Employer 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 of tribunal to give testimony concerning any aspect of the news gathering process.
 - ii. 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 the Employer's established policies.

The Employer's obligations as specified in this subsection 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.

ARTICLE 26: General Conditions

Section 26.1 Bulletin Board: The Employer shall install and maintain one (1) bulletin board in the newsroom for use by the Guild. The size of the bulletin board shall be at least three (3') by four feet (4').

Section 26.2 Drug and Alcohol Testing Program: It is expressly recognized that the Employer currently has in place policies with respect to drug-free and alcohol-free environments, which are part of the current terms and conditions of employment. Before making any material change in its policies in this regard, it shall notify the Guild and, upon request, meet to discuss the same. Unless prohibited by law, the Employer reserves the right to require an employee who it reasonably suspects to be violating these policies to consent in writing to a drug test/and or alcohol impairment test.

A reasonable suspicion determination will be based on specific, contemporaneous, articulable observations concerning the following: physical signs and/or symptoms; behavioral signs and/or symptoms; speech as a sign and/or symptom; odor as a sign and/or symptom; and associated paraphernalia as a sign and/or symptom. Observations may include indications of chronic use and withdrawal symptoms.

Employees required to test for use of drugs and/or alcohol will be dismissed for the remainder of the shift. If the test proves to be negative, the employee shall be compensated by a full shift's pay. An employee whose test result is negative may be required to return to work for the remainder of the shift.

The refusal to submit/consent to a test shall be considered the same as a positive test result. Any employee who, prior to testing positive, recognizes that s/he has a drug or alcohol dependency problem and who seeks the Employer's assistance in correcting the problem, will not be disciplined as a result of seeking such assistance or disclosing his/her drug or alcohol dependency problem. An employee can seek such assistance without threat of discipline for seeking assistance or disclosing a drug or alcohol dependency problem even after the Employer makes a reasonable suspicion determination, provided the employee discloses the drug and alcohol dependency problem and seeks the Employer's assistance before undergoing a test. Such employees can use available time and floating holidays while using services provided through the Employee Assistance Program. Nothing herein prevents the Employer from disciplining such an employee for just cause regarding a separate offense.

Section 26.3 Outside Activity: Employees shall be free to engage in activities outside of work hours. If the activity involves performing journalistic work, employees must first secure agreement with the 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, public relations or

advocacy groups. The decision of the Editor to deny such work because of a perceived conflict of interest shall not be subject to arbitration.

Section 26.4 Electronic Communications Systems: The right of bargaining unit employees to use the Employer's electronic communications systems shall be in accordance with applicable law.

Section 26.5 Use of Technology for Business Purposes: Consistent with applicable law, the Employer may utilize any available technology for legitimate business purposes such as controlling access to facilities, preventing harassment or theft, recording time, and providing for the safety of its employees and others. Before introducing such technologies, the Employer shall disclose to the Guild and bargaining unit employees its intent to use such technologies and the anticipated installation date. Upon written request, the Employer will meet with the Guild to discuss installation and bargain over the effects of the Employer's decision, provided that such technologies may be introduced anytime at least two (2) weeks after notice to the Guild is given, even if effects bargaining has not been concluded.

Section 26.6 Employee Cell Phone Privacy: Employees who elect to retrieve company email on personal phones or PDAs that they use for work-related purposes may be required to install an application for the sole purpose of safeguarding the company's systems. The Company warrants that it will not use this application to access location data or to download, view or otherwise access any information of a personal nature stored on employees' phones including, but not limited to, texts or photos.

Section 26.7 Security Cameras: The Employer shall disclose to the Guild and bargaining unit employees the current locations of any security cameras or other surveillance devices in the workplace that have been installed or are controlled by the Employer. Should the Employer intend to install additional security cameras or such surveillance devices, it shall first notify the Guild and, upon written request, meet with the Guild to discuss the installation and bargain over the effects of the Employer's decision. This does not apply to security cameras or surveillance devices that may be installed for workplace investigations where the company has cause to suspect improper usage or other employee misconduct.

Section 26.8 Standing Committee: There shall be a standing committee consisting of an equal number of Employer and Guild representatives to discuss matters of mutual interest and concern, such as workplace health, safety, and diversity. The standing committee shall meet at mutually agreeable times. The Employer shall not be responsible for compensating bargaining unit employees attending such meetings, but employees may flex their schedules to complete their paid workweek. The standing committee shall not have the authority to amend the terms of this Agreement. Committee members must be employees of the Employer, except that the Guild representatives may include a staff member of either CWA Local 3108 or TNG-CWA.

Section 26.9 Harassment Free Environment: The Employer and the Guild are committed to providing a work environment that is free from all forms of conduct that can be considered harassing, coercive or disruptive and are committed to the following:

- a. **No Harassment:** No form of harassment will be tolerated by the Employer or the Guild, including but not limited to harassment for the following reasons: race, color, religion, sex, gender, age, national origin or ancestry, physical or mental disability, veteran status, marital status, familial status, sexual orientation, gender identity, gender expression or any other basis that is also protected by federal, State and/or Local laws.
- b. **No Retaliation:** The Employer and the Guild further agree that retaliation or reprisals against any employee who complains of harassment or cooperates with any investigation of such matters is prohibited.
- c. **Timely Investigation:** The Employer shall investigate harassment complaints in a timely manner.
- d. **Notification:** Consistent with applicable law, the Employer shall notify the Guild in a timely manner of any harassment complaint involving a bargaining unit employee as the complainant or the accused.
- e. **No Limitation:** Nothing in this Section 26.9 shall be construed as limiting the Guild's right to request information concerning harassment complaints.

Section 26.10 Employee Desks: The Employer at its sole discretion may at any time inspect the contents of any desk, computers or other equipment provided by the Employer to be used by employees for work. Employees shall have no expectation of privacy with respect to any desk, computers or other equipment provided by the Employer to be used by employees for work or the contents thereof.

If an employee's desk is searched, the reason for and the results of that search will be documented and placed in the employee's personnel file, with a copy going to the employee and the Guild.

Section 26.11 Paydays and Pay Periods, and Payment of Wages

- a. Wages shall be paid weekly or bi-weekly, unless mutually agreed to by the Employer and the Guild.
- b. Except as limited by Section Article 21 the Employer at its sole discretion may change paydays and pay periods, provided that bargaining unit employees shall have the same paydays and pay periods as Employer's non-union employees. Before implementing any such change, the Employer will notify the Guild and, upon request, meet to discuss the same.
- c. The Employer shall offer to pay wages and salary via direct deposit to an FDIC-insured bank or through a check. All wages shall be paid in U.S. currency.

ARTICLE 27: Training

Section 27.1. Training of New Skills: Employees are expected to have the necessary skills to perform the essential functions of the positions for which they were hired or are performing, and the initiative to update themselves on changing technology and processes. The Employer shall provide all necessary training to employees required to perform any new or additional skills or duties, and in conjunction with the introduction of new technology or processes.

The Employer shall provide and reimburse the employee for necessary training of employees with respect to proprietary software or other systems and equipment it requires employees to use in the course of their job.

Employees seeking to add new work skills or to enhance existing work skills may request particular training, but the nature, extent, frequency, and location of such training is subject to the Employer's discretion.

Section 27.2. New Hire Training: The Employer will provide new hire training during the probationary period. New hire training will include information on how the newsroom is organized and operated, general information on the responsibilities of the various newsroom positions, individual assignments, and expectations, how to access equipment and supplies, scheduling, submitting timecards, paid time off requests and filing expenses. Employees shall attend and/or complete this training as scheduled by the Employer, including attending virtual or remote training sessions, watching training videos, and reviewing documentation disseminated via email, the intranet and other means. At its discretion, the Employer also will facilitate a welcome meeting between newly-hired employees and the managing editors on the new employees' teams. The Employer may invite other senior employees from the team to attend the welcome meeting.

Section 27.3 Mentorship: Each new employee with three (3) years or less prior journalism experience or who is new to the region may seek support or advice from a peer/mentor in the bargaining unit during his/her probationary period. Subject to operational and scheduling needs, the Employer shall provide up to one (1) hour per week during such probationary period to the new employee and one mentor for such new employee for the purposes of mentoring.

Section 27.4. Required Training: Employees will continue to participate and complete all required training, including Newsroom Ethics, Code of Conduct, DEI, and Harassment.

ARTICLE 28: Severability

Section 28.1. Each and every clause of this Agreement shall be deemed separable for each and every other clause of the Agreement to the end that in the event that any clause(s) shall be finally

determined to be in violation of law, then such clause(s) only, to the extent only that any may be so in violation, shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of the clause, sentence, or paragraph in which the offending language may appear.

ARTICLE 29: No Strike, No Lockout

Section 29.1 There shall be no strikes of any kind, including sympathy strikes, sit downs, sick outs, intermittent strikes, walkouts, work stoppages, or boycotts of any kind during the term of this Agreement. The Guild agrees it will not authorize, ratify, or condone any such activity proscribed herein.

Section 29.2 The Employer agrees that it will not subject any employees to a lock out during the term of this Agreement.

ARTICLE 30: Management Rights

Section 30.1 Management Rights: Except as specifically limited by the express language of this Agreement, management shall retain all of the customary rights and functions of management. The Guild agrees that the Employer has and will continue to retain the sole and exclusive right to manage its operations and retains all statutory, common and/or inherent management rights, whether exercised or not, unless specifically and expressly abridged, modified or deleted by the provisions of this Agreement.

Such management rights include, but are not limited to, the Employer's rights, in its sole and exclusive judgment and discretion, to determine the number of employees to be employed, to hire employees and set their initial salaries at no less than the minimums provided for in this Agreement, to transfer, lay off, and recall employees, to maintain the efficiency of the operations, to determine the personnel, methods, means, facilities, and equipment by which operations are conducted, to set the starting and quitting times and the number of hours and shifts to be worked, to discipline and discharge employees for just cause, to expand, reduce, alter, combine, transfer assign or cease any job, operation, or service, to control and regulate the use of facilities, equipment, or other property of the Employer, to install or introduce new or improved services, processes, methods of operation, procedures and/or equipment; and to otherwise direct employees.

Additionally, such rights shall include to publish, distribute, reproduce, sell or otherwise use all stories, articles, design, pictures, concepts, or other material produced or created by unit employees; to determine the organization, location, nature, size, and staffing of its operations, including the right to reorganize its operations and services; to determine and take appropriate action during emergency situations.

The rights enumerated herein are decisional and, consistent with applicable law and the contract, the Employer shall, upon request of the Guild, bargain with the Guild over the effects of such decisions.

Section 30.2 Policies, Rules, and Regulations: The Company shall have the right to implement and/or change and enforce employment policies, procedures, and work rules, including ethics policies, through discipline or reward, to the extent they do not conflict with the express provisions of this Agreement or are contrary to applicable law. Such policies, procedures and work rules shall not be a part of this Agreement. ~~The Company agrees that it will give the Guild at least five (5) days' notice before adopting or changing any policy, procedure, or work rule having a significant impact upon one or more members of the bargaining unit and, upon written request of the Guild, the parties will meet and discuss the effects on the unit of such policy, procedure, or work rule.~~

Employees may, at the Employer's discretion, be required to sign for and acknowledge receipt of new or revised policies, rules, or regulations.

ARTICLE 31: Duration and Renewal

Section 31.1 This Agreement shall commence effective Nov. 1, 2024 and expire on Oct. 31, 2026.

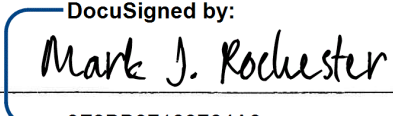
Section 31.2 The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least sixty (60) days prior to termination of this Agreement. In the event such notice is not given by either Party, this Agreement shall continue in effect until sixty (60) days' written notice of termination is given by either Party. Upon the giving of such notice the Parties shall enter into negotiations as soon as possible.

Section 31.3 The terms and conditions of this Agreement shall remain in effect during negotiations.

Signed effective this _____ day of October 2024.

The Sarasota Herald-Tribune

THE NEWSGUILD-COMMUNICATIONS
WORKERS OF AMERICA,
LOCAL 3108

By: 
9F3BB97189764A9...

By: 

Dated: 6/16/2025

Dated:
