

Collective Bargaining Agreement

Between

Local 3108, The NewsGuild-Communications Workers of America, AFL-CIO



And

The McClatchy Company, LLC, d/b/a The Miami Herald and el Nuevo Herald



Miami Herald

el Nuevo Herald

August 17, 2022 through August 17, 2024

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE McCLATCHY COMPANY, LLC D/B/A THE MIAMI HERALD and EL NUEVO
HERALD AND
THE NEWSGUILD-COMMUNICATIONS WORKERS OF AMERICA, LOCAL 3108
August 17, 2022 through August 17, 2024**

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Preamble

THIS AGREEMENT is entered into at Miami, Fla. on the 17th day of August, 2022, by and between the McCLATCHY COMPANY, LLC, doing business as The Miami Herald and el Nuevo Herald, hereinafter known as the “Publisher,” the “Employer,” or the “Company,” and THE NEWSGUILD-COMMUNICATIONS WORKERS OF AMERICA, LOCAL 3108, hereinafter known as the “Guild” or the “Union,” for itself and on behalf of all employees of the Employer described in Article 1, for whom the Guild is the exclusive collective bargaining agent.

Article 1: Coverage

1. This Agreement covers all full-time and regular part-time newsroom employees of the Employer, excluding managerial employees, guards, confidential employees and supervisors as defined in the Act.
2. The following are excluded from this Agreement:
 - a. Executive Editor
 - b. Senior Managing Editor
 - c. Miami Herald /el Nuevo Herald Managing Editor
 - d. Deputy Managing Editor
 - e. Miami Herald Crime, Courts, and Climate Editor
 - f. Miami Herald Business Editor
 - g. Miami Herald Analytics Editor
 - h. Miami.com Editor
 - i. Miami Herald Night News Editor
 - j. Miami Herald Day Editor
 - k. Miami Herald Investigations Editor
 - l. Miami Herald Sports Editor
 - m. Miami Herald Deputy Sports Editor
 - n. Miami Herald Assistant Sports Editor East/FL Region
 - o. Miami Herald Visuals Editor
 - p. Miami Herald Editorial Page Editor
 - q. Miami Herald Deputy Editorial Page Editor
 - r. Miami Herald Print Production Editor
 - s. Miami Herald Immigration and World Editor
 - t. Miami Herald Local Government Editor
 - u. Miami Herald State Government and Politics Editor
 - v. Miami Herald Education, Health and Special Sections Editor
 - w. Miami Herald Climate Change Editor
 - x. el Nuevo Herald Copy Desk Chief
 - y. el Nuevo Editorial Page Editor
 - z. el Nuevo Deputy Audience Development Editor/Senior Growth Editor
 - aa. el Nuevo Digital Editor
 - bb. el Nuevo Herald General Assignment / Features Editor
 - cc. el Nuevo Herald Senior Editor for Features, Production, and Special Publications

- dd. Newsroom Budget Coordinator
- ee. Miami McClatchy/Washington Editor
- ff. Service Journalism Editor

3. The type of work normally performed within the bargaining unit by employees covered in Section 1 of this Article shall be performed by employees covered by this Agreement. Such work or work of the same type but serving the same function, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to the employees covered by this Agreement, provided that nothing in this Agreement shall be construed as barring the Employer from discontinuing any of its present operations or effecting technological changes in its operations or as barring non-union employees specifically excluded from this Agreement under Section 2 of this Article from continuing to perform the work done by them as part of their normal function.
4. Specifically, respecting excluded personnel who are professional journalists, nothing in this Article shall prevent them from managing, directing, supervising, overseeing and participating in news, photo and allied operations of the Employer. These excluded employees may create and publish content and perform other bargaining unit functions as needed. In the ordinary course, such work will be to no greater extent than in the past (excepting, for example, periods of news coverage emergencies or a prolonged staff illness). Further, such work shall not directly result in any staff reduction of the employees or positions covered by this Agreement, nor shall it result in any loss of pay or benefits or forced transfer, and, further, such participation in news, photo and allied operations shall not include full-time work on news desks and other news and photo assignments or full-time coverage of continuing news events without the direct assistance of employees covered by this Agreement.
5. This Agreement shall not apply to work traditionally and commonly performed by unpaid interns (as defined herein), stringers, freelancers and independent contractors. However, the use of interns (paid or unpaid), stringers, freelancers and independent contractors shall not directly result in the layoff of an employee, the elimination of a bargaining unit position, the removal of bargaining unit work from the unit or a reduction of bargaining unit hours. It is understood that the Company's use of stringers, freelancers, independent contractors and paid interns shall not permanently supplant work performed by regular full-time or part-time journalists in the newsroom.
6. This Agreement shall not apply to paid interns with the exception of the following provisions:
 - a. The terms of compensation for Interns as set forth in the Wages Article;
 - b. Sections 3, 4, 6, 9 and 10 of the Hours and Overtime Article;
 - c. The Health & Safety Article;
 - d. Section 5 of the Sick Leave Article (related to "Special Provisions for Quarantine and Shelter-in-Place Orders");
 - e. Sections 3 and 4 of the Job Security Article.

7. The term “unpaid intern” as used in this Agreement means an individual qualifying as an unpaid intern in accordance with Fair Labor Standards Act and any other state and federal laws. The Publisher shall, upon request, prior to the commencement of any unpaid internship, provide the Guild with an intern’s name and academic program.
8. The Employer may use wire services or other outside providers to obtain world, national, regional, or otherwise relevant and unavailable content to no greater extent than in the past. In the ordinary course, the use of wire services or other outside providers shall not directly result in the loss of any bargaining unit positions or work (except, for example, periods of news coverage emergencies, work stoppages or a prolonged staff illness).

Article 2: Checkoff

1. Upon an employee's voluntary written assignment, the Employer shall deduct biweekly from the weekly earnings of such employee and pay to the Guild not later than the 10th day of each month an amount equal to Guild 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 that conform with its bylaws and constitution. 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. The Employer shall accept digital signatures on authorizations.
2. The payment of dues and assessments cease when an employee resigns from employment or moves into a position not covered by the collective bargaining agreement.
3. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: McClatchy, LLC:

I hereby assign to the Newspaper Guild-CWA Local 3108 (or successor Guild Local) and authorize the Employer to deduct biweekly 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 ten (10) days after the deduction.

This assignment and authorization shall remain in effect until revoked by me in writing by certified mail to both the Employer and the Guild no more than (thirty) 30 days or less than fifteen (15) days prior to the annual anniversary of contract ratification; or prior to expiration of each successive collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

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

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.

Date

Employees Signature

Article 3: Guild Security and Orientation

1. Whenever possible, the Publisher shall provide the Guild the name and contact information for new bargaining unit employees at least one (1) week prior to an employee's start date. In instances where the one (1) week prior notice is not possible, the Publisher shall provide the information as soon as it can.
2. The employer shall provide access to the Guild to the break room (or other mutually agreeable space) to talk to bargaining unit employees upon notice to the Employer.
3. There shall be no interference or attempt to interfere with the lawful operations of the Guild.

Article 4: Information

1. The Employer shall provide the Guild the information below for each bargaining unit employee within fifteen (15) working days after the employee begins work. The Employer shall provide the Guild with the information below on a quarterly basis for all employees represented by the Guild:
 - a. Name, address, gender (if identified), race/ethnicity (if identified), date of birth, and employee ID number
 - b. Date of hiring
 - c. Contract classification (full-time, part-time, temporary, on-call)
 - d. Job title
 - e. Salary
 - f. In the case of part-time employees, the initial report will include the initial minimum number of hours assigned

2. If not provided with the quarterly information in Section 1, the Employer shall notify the Guild quarterly in writing of:
 - a. Compensation increases granted by name of the employee, individual amount, resulting new salary, and effective date.
 - b. Changes in classification, salary changes by reason thereof, and effective date.
 - c. Resignations, retirements, deaths and other revisions in the data listed in Section 1, and effective dates.

Article 5: Management Rights

Except as otherwise provided in this Agreement, the Publisher retains all the rights and functions of management that it has by law. As long as the action of the Publisher does not violate this Agreement, it shall have the right to manage the business and direct the work force.

The functions listed in this Article are some illustrations of the responsibilities retained by the Publisher and are not intended as an all-inclusive list. The management of all of the Publisher's operations; determining methods of operation and production; the direction of the employees, including but not limited to, the right to control all the operations or services to be performed in the newsroom or by the employees of the company; to decide what work shall be performed in the newsroom or by employees; to schedule working hours; to hire, promote and demote, to transfer, to suspend, discipline, discharge for just cause; to enforce reasonable rules and regulations; to establish and measure performance standards; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities; and to close the business for any reason providing notice is given to employees, are among the responsibilities vested exclusively in the Company, unless otherwise specifically limited by this Agreement.

It is agreed that the enumeration above of management rights, which are exercisable in the Publisher's discretion, shall not be deemed to exclude other management rights not herein specifically enumerated which the Publisher shall have the right to exercise in its discretion, provided only that the exercise of such rights shall not be in conflict with the Agreement.

The exercise or non-exercise of rights hereby retained by the Publisher shall not be deemed a waiver of any such right or prevent the Publisher from exercising such rights in any way in the future.

Article 6: Grievance and Arbitration

1. **Grievance Definition.** The term "grievance" shall mean any dispute between the Publisher and the Guild involving the meaning, interpretation, application, or alleged violation of the provisions of this Agreement, or the discharge or other discipline of employees. It is agreed between the parties every effort be made to maintain a

harmonious relationship. To this end, both parties will give prompt attention to disputes and will in good faith endeavor to settle all differences by amicable discussions.

2. Grievance Procedure

a. Step 1

Should the procedure above fail to solve the problem, a grievance shall be filed in writing within twenty-eight (28) calendar days after the action, inaction, occurrence or condition constituting the grievance occurred, or within twenty-eight (28) calendar days after any of the above reasonably should have been known to the Guild with reasonable diligence, whichever date is later. The grievance shall specify the nature of the grievance and the contractual article or articles, if any, upon which the grievance is based. Should the grievance originate with the Company, the Editor (or other designated Company official) shall notify in writing the Guild Unit Chairperson (or other designated Guild official) of the grievance and request a meeting within twenty-eight (28) calendar days after the action, inaction, occurrence or condition constituting the grievance, or within twenty-eight (28) calendar days after any of the above reasonably should have been known to the Company with reasonable diligence, whichever is later. The Publisher (or Guild) agrees to convene a Step 1 meeting within fourteen (14) calendar days of the written notice by the Guild (or Publisher). The meeting should include the grievant(s) and a Guild steward/officer and/or Guild Local Representative and no more than three representatives from local management and/or Human Resources. The Publisher (or Guild) shall respond in writing within fourteen (14) calendar days of the Step 1 meeting.

b. Step 2

If the grievance is not resolved, abandoned or withdrawn through the Step 1 process, the Guild or the Company, as the case may be, shall have fourteen (14) calendar days after the receipt of the written response to request a Step 2 appeal. The Publisher (or Guild, as the case may be,) agrees to convene a Step 2 appeal within fourteen (14) calendar days of the Step 2 request. The meeting should include the grievant(s) and a Guild steward/officer and/or a Guild Local Representative. An equal number of managers shall be allowed to attend, including one local, regional or national-level manager who was not present at the first meeting. The Publisher (or Guild, as the case may be,) shall respond in writing within fourteen (14) calendar days of the Step 2 meeting.

Any agreement reached during Step 1 or Step 2 shall be final and binding on the employee, the Guild and the Publisher.

3. Arbitration - If no settlement of the grievance is reached in Step 2, the grieving party may, within thirty (30) calendar days of receipt of the written response in Step 2, submit a demand to the other party for binding arbitration. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the American Arbitration

Association (“AAA”) will be requested from the AAA office nearest the grievant to designate a panel of nine arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. The party to make the first strike will rotate with each panel. If the arbitrator selected is not available for an unreasonable amount of time the parties may mutually agree to request a new panel from AAA. All costs of such arbitration shall be borne equally by the parties. However, each party shall bear its own cost of advocacy and witnesses. The Arbitration shall take place in the city nearest the grievant unless the parties mutually agree to a different location, and the arbitration shall be governed by the Voluntary Labor Arbitration Rules of the AAA. No party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If only one party wishes to have a transcript of the hearing, the other party shall not have access to the transcript. Each party shall have the right to an appearance by counsel of its choice and to present evidence subject to the right of cross-examination. Each party shall have the right to present written arguments by brief after the close of the evidence. The decision of the arbitrator shall be in writing and signed by the arbitrator.

4. In the event there is a dispute between the parties involving the discharge of employees covered by this Agreement, the parties agree that the Guild Administrative Officer or designee and the Editor or designee will meet within fourteen (14) calendar days following notice to the Guild of such discharge. If the dispute is not settled within that fourteen (14) day period, the Guild may move to arbitration within fourteen (14) calendar days following the Company’s response to the Guild following the meeting. The Guild and the Publisher will select an arbitrator within fourteen (14) calendar days of the notice to move to arbitration by using the procedure provided in Section 3 above. The arbitrator selected must agree to render a decision within seventy-five (75) calendar days after the close of the hearing, or receipt of all post-hearing briefs from the parties, whichever is later. If the arbitrator is unable to render a decision within the timeframe allotted, the Guild and Publisher will select a different arbitrator within fourteen (14) calendar days.
5. Bargaining unit employees may act as union stewards on paid time. Stewards shall be allowed reasonable release time to investigate, process and present grievances during work time with approval from the supervisor provided that the supervisor has been given proper notification, either via phone call or in writing, of the steward’s need to conduct Union Representation work. Such approval shall be based upon coverage and reporting needs and will not be unreasonably denied.
6. Deadlines – The Publisher and the Guild may mutually agree to extend the deadlines set out in each step of the grievance and arbitration procedure. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline or to permit an untimely request for an extension or an untimely grievance shall not be precedential. Absent an agreement to extend the deadlines, a failure of a party to meet a deadline shall result in the grievance being deemed waived (if they are the grieving party) or the grievance automatically advancing to the next step (if they are the responding party).

7. Renewal or extension of this Agreement and the terms of any successor agreement are not subjects of any grievance or arbitration under this Agreement and are beyond the jurisdiction of any arbitrator.
8. Any decision, award, determination or other action by any arbitrator shall be subject to judicial review by courts of competent jurisdiction in accordance with applicable provisions of the law, including but not limited to those relating to vacating arbitration decisions and the interpretation and construction of agreements.

Article 7: Job Security

1. There shall be no dismissals by reason of putting this Agreement into effect. There shall be no reduction in salaries except as may be qualified elsewhere in this Agreement or by return to their regular assignments of employees who have been temporarily transferred to higher classification work. At the employee's request, and by agreement of the Employer, an employee may be transferred to an assignment of lesser responsibility or compensation.
2. A newly hired employee shall be employed for a probationary/trial period not to exceed three (3) months from the employee's first date of employment with the Company and may be dismissed with or without cause at any time during such probationary period. The Publisher has the sole right to make this determination, and further, the provisions of Article 6 (Grievance & Arbitration) shall not apply to an employee discontinued during his/her trial period.

By mutual agreement between the Publisher and the Guild, an employee's probationary period may be extended for up to three (3) additional months. The Employer shall give reasonable, advance notice to a probationary employee of any weaknesses that may exist in their performance that, if not corrected, could result in their discharge prior to or on the expiration of their probationary period. Nothing shall prohibit the Employer from lifting the trial period at any time. Former employees who previously fulfilled the trial period who are rehired shall undergo a reemployment trial period not to exceed (1) one month, but there shall be no trial period for employees returning to duty pursuant to the rehire provisions of Article 9, Layoff and Recall. Periods of absence due to approved and/or protected leaves (FMLA, Military, etc.) shall not count in the calculation of the trial period.

3. There shall be no dismissal of or other discrimination against an employee because of membership or lawful activity in the Guild, which shall include the pressing of contractual claims by employees.
4. There shall be no discharge of or other discrimination against an employee because of age, sex, race, creed, color, national origin, marital or parental status, family relationship, sexual orientation, gender identity, or mental or physical disabilities.

5. An employee shall be entitled to have a Guild representative present, on Employer time, at all meetings called by the company to discuss potential discipline. If no representative is available, the meeting shall be reasonably postponed to allow for such Guild representation, if requested. Employees and the Guild will also be given copies of any documents that will be produced during such meeting.
6. An employee shall be allowed to place into the employee's electronic personnel file a response to anything contained therein which such employee deems to be adverse. An employee shall have the right to review the employee's electronic personnel file at any time and upon reasonable request shall be provided copies of all material in the employee's file. Except for formal disciplinary records as set forth in Article 8, Discipline, no derogatory personnel record shall have any effect after twelve (12) months following its date.

Article 8: Discipline

1. There shall be no discipline without just and sufficient cause.
2. Progressive discipline will generally be represented by the following:
 - Oral Warning
 - Written Warning
 - Final Written Warning and / or suspension
 - Discharge
3. All discipline is subject to the just and sufficient cause standard and the grievance and arbitration process set forth in this Agreement. The reason for any written warning, final written warning, suspension and/or discharge shall be made in writing to the employee at the time of the discipline. The Parties recognize that these steps are not mandatory for certain offenses (including but not limited to serious Code of Conduct violations, serious Newsroom Ethics violations such as plagiarism, fabrication of sources etc.), acts of violence, theft or dishonesty, threats to others, and/or other equally serious circumstances that warrant discipline without progressive discipline, up to and including termination.
4. Before any meeting that might result in discipline, or is for the purpose of imposing discipline, the Employer shall notify the employee of his or her right to have a union representative present at such a meeting.
5. An employee shall receive a copy of any documents the employee signs and/or acknowledges that will be placed in their electronic personnel file, including but not limited to commendations, and disciplinary materials. The employee shall be allowed to place a reply to any such statement or documents into their electronic file. An employee and the Guild shall have the right to examine their electronic file at reasonable times. In the ordinary course, employees shall receive copies of written comment concerning the employee received from the public by the Publisher or Editor.

Article 9: Layoff and Recall

1. There shall be no dismissals except as provided in the Article 8, Discipline, or to reduce the force. The term, “reduce the force” as used herein, shall be construed as synonymous with layoff for economic reasons and/or “staff reductions.”
2. The Publisher shall provide at least two (2) week’s advance notice of any staff reduction or the payment of two (2) weeks’ pay in lieu of notice. The notice shall be in writing and shall include the reasons for the layoff and the position(s) affected. The Guild may promptly offer possible alternatives to the layoff for the Company’s consideration. After considering the Guild’s proposed alternatives, the Publisher’s final decision to implement layoffs shall not be subject to the grievance and arbitration provisions of Article 6, Grievance and Arbitration, of this Agreement.
3. The Company shall make the sole determination as to whether business necessity warrants a reduction in force.
4. The Company and the Guild agree the following procedure will govern reductions in force with the goal of preserving employment to the greatest extent practicable. The Publisher shall give consideration to the work to be done and the demonstrated ability (i.e. through previous journalism experience, skills, previous job performance) seniority, attendance record, training and other journalism qualifications of employees covered by this Agreement. If all of the aforementioned qualifications, in aggregate, are equal, the least senior employee shall be laid off.
5. The Publisher may elect, in its discretion, to solicit volunteers to be laid off. If the Company does request voluntary layoffs it shall not be required to accept the offer of any employee who volunteers to be laid off. In instances of voluntary layoff, Employees volunteering for layoff shall receive the same layoff benefits per Article 10, Severance, as if involuntarily laid off, provided they sign a joint waiver and release of claims. At the Publisher’s discretion laid off employees may be excused from work during the notice period. The Employer shall notify the Guild of all voluntary layoff offers. Acceptance must be made in writing.
6. Recall. Employees dismissed under Section 4 of this Article shall be eligible to have their names placed for twelve (12) months on a rehire list from the date of layoff. Within seven (7) calendar days after the employee is notified of their layoff, the laid-off employee shall notify the Employer in writing they want to have their name placed on the rehire list. The Publisher will alert laid-off employees of their eligibility for the recall list upon notice of layoff.

If a position becomes available in the employee’s classification and the Employer determines to fill it, employees will be recalled to service in the classification from which they were laid off based upon the employee’s qualifications, performance history and seniority. In instances where qualifications and performance history are comparable,

seniority shall be the tiebreaker. In filling any vacancy, the Employer retains the right and discretion to hire the individual deemed best qualified using the criteria above.

In order to be eligible for recall, laid-off employees must keep the Employer informed of their current email and mailing addresses and phone number in writing. The Employer's obligation to offer reinstatement shall be fulfilled by emailing to the most recent email addresses supplied by laid off employees and by mailing notices by certified mail to the most recent addresses supplied by laid off employees.

A laid-off employee must respond to the Employer in writing within five (5) business days after such recall offer has been made by mail and email by the Publisher. Any employee failing to respond to the recall offer or declining an offer of recall shall be deleted from the recall list.

Seniority means length of any combination of continuous employment with the Miami Herald or el Nuevo Herald. Employment shall be deemed continuous unless interrupted by (a) dismissal for just and sufficient cause or (b) resignation or retirement; (c) refusal to accept an offer of rehire into the classification in which an employee worked when dismissed; or (d) twelve (12) consecutive months of layoff.

7. Automation. If the installation of new equipment, technology, or machinery generally referred to as automation, directly results in a reduction of the staff, the Employer will accomplish any such reduction in staff by attrition, if practicable. All employees displaced may elect termination with severance pay as specified under Article 10, Severance. Employees may apply for existing vacancies in other related classifications, for which they are qualified, within the jurisdiction of the Guild.

The Publisher endorses the practice of aiding in the retraining of displaced employees to the extent practicable to minimize the reduced employment opportunities resulting from such new equipment or technological change, and consistent with the effective operation of the department affected. It is understood that this provision does not apply to routine software upgrades or the replacement of existing equipment such as computers and associated devices.

Article 10: Severance

1. Severance pay shall be paid to laid-off regular full-time employees, on a bi-weekly basis in amounts totaling a full severance amount (or in a lump sum, at the Publisher's option) equal to two (2) weeks' pay for every year of service (prorated for fractional years of service) up to a maximum of twenty-six (26) weeks' pay.

Any employee who is laid-off, and who would be entitled to less than four (4) weeks of severance under the formula above, shall receive a minimum of four (4) weeks of severance pay regardless of their length of service. Such pay shall be computed at the employee's current rate of pay excluding any overtime, holiday, vacation pay, shift or job differentials or any other premium or additional compensation.

2. Severance pay shall be paid to laid-off part-time employees on a bi-weekly basis in amounts totaling a full severance amount equal to one week of pay for every year of service (prorated for fractional years of service) up to a maximum of thirteen (13) weeks. Such pay shall be computed at the employees' current rate of pay excluding any overtime, holiday pay, vacation pay, shift or job differentials or any other premium or additional compensation and shall be based upon the average hours worked by the employee during the prior six-month period. Any employee who is laid-off, and who would be entitled to less than two (2) weeks of severance under the formula above, shall receive a minimum of two (2) weeks of severance pay regardless of their length of service.
3. From severance pay the Publisher may deduct any levy or tax to which the employee is subject under state or federal legislation.
4. A person re-employed who has received severance pay becomes a new employee of the Publisher as regards to severance pay.
5. If an employee eligible for a severance benefit dies after the employee has been terminated but before the severance payment has been made, the Employer shall pay the employee's beneficiary, or the employee's estate, if no beneficiary has been designated, an amount equal to the amount of severance pay to which the employee would have been entitled upon termination of employment.
6. The Employer will pay the balance of the COBRA premium for a maximum of three (3) months provided the employee pays a portion equal to the active employee premium for the plans in which the employee is enrolled at the time of termination.
7. In order to receive the severance payments, and, if applicable, COBRA subsidy, an affected employee must sign a valid waiver and release agreement attached as Appendix A".
8. Severance pay need not be paid to any employee discharged for just cause, self-provoked discharge for the purpose of collecting severance pay, to an employee who is retired from the Company or who leaves of his or her own volition. The payment of severance in any of these cases shall be optional with the Employer.

Article 11: Normal Work

1. The Employer shall determine the size and composition of its staff and shall maintain an adequate working force at all times so that there is no imposition of any unreasonable amount or type of work on any employee. The Employer shall also determine coverage priorities and the type of work to be performed. The Employer recognizes that additional duties imposed on employees will limit their ability to perform the amount of work previously done.

2. Civility. The Employer and employees recognize the importance of civility in the workplace and the need to avoid abusive behavior and speech, in either tone or substance. Consequently, there shall be no verbal abuse of employees, supervisors or other personnel. As detailed in the Employer's Anti-Harassment & Non-Discrimination Policy, any employee or manager with concerns regarding uncivil or abusive speech or behavior should escalate his or her concern to the People Team.
3. Should the Employer create a new job title within the Guild's jurisdiction, the Employer shall establish a compensation rate for the title and will furnish the Guild with a job description. No later than sixty (60) days thereafter, the Guild may request that the parties meet for the purpose of negotiating a new compensation rate for that title. If an agreement on compensation cannot be reached, the controversy on compensation shall be submitted to final and binding arbitration under the procedure set forth in Article 6, Grievance and Arbitration. However, the arbitrator shall have jurisdiction to decide the appropriate salary only, and his/her ruling is limited to selection of either the Employer's last offer or the Guild's last offer.

Article 12: Hours, Overtimes, and Work Schedules

1. The workweek for full-time employees shall be five days comprising forty (40) hours per week.
2. The workday shall be eight (8) hours falling within nine (9) consecutive hours. Exceptions may be made upon the mutual agreement of the employee and the Employer.
3. Except as provided elsewhere in this Agreement, the Employer shall pay non-exempt employees for all overtime work at the rate of time and one-half (Premium Pay). Overtime shall be defined as hours worked beyond forty (40) hours in a workweek. All premium pay must be authorized in advance. An employee may be excused from this advance authorization requirement where (a) the employee has been assigned to a breaking news story; or (b) the employee has made reasonable effort to obtain advance authorization from their manager; or (c) the needs of the assignment inherently implicate required continued work which would incur premium pay. (e.g. budget meetings, jury deliberations, etc.). In any situation in which pre-approval of Premium Pay was not possible, the employee should notify their supervisor as soon as practicable.
4. The Employer agrees to observe all state, federal, and local laws regarding wages.
5. An employee who is required to return to work after his/her regular work day, or on his/her day off, shall be paid for the time worked, but not less than two (2) hours, plus all travel time to and from work in accordance with Florida state and Federal law.
6. There shall be a minimum of a 12-hour rest period between scheduled shifts, except for News Emergencies, and General Election Day coverage. The term "News Emergency" means a local, regional or national emergency, natural disaster, civil unrest or similar

exigent circumstances. Exceptions may be made upon the mutual agreement of the employee and the Employer.

7. Work schedules will be determined by the Employer and a schedule of days and hours shall be posted at least two (2) weeks in advance of the week for which they apply.
8. The Employer shall keep a record of all hours worked as entered by the employee into the electronic record keeping system. Copies of such record shall be given to the Guild on request.
9. For the purpose of this Article, a day off is defined as a minimum of twenty-four (24) hours, preceded by a 12-hour rest period.
10. All full-time employees shall be granted a meal break of one (1) hour.

Article 13: Part-Time and Temporary Employees

1. A part-time employee is one who is hired to work regularly less than thirty (30) hours a week.
2. Excluding temporarily funded positions (e.g. Report for America, Pulitzer, etc.) a temporary employee is one employed for a special project or for a specified time, in either case not to exceed six (6) months, however, an employee who is hired to substitute for a particular employee absent on leave under this Agreement, may continue for the duration of the leave. The Guild shall be notified in writing as to the nature of such project and its duration. A temporary assignment may be extended by mutual agreement with the Guild.
3. Interns, part-time or temporary employees will not be hired where the direct result of their hiring causes the layoff of a full-time employee, the elimination of a bargaining unit position, or a reduction in bargaining unit hours.
4. Part-time employees shall be paid at least the minimum hourly wage rate specified for full-time employees in the employee's job title. Part-time employees shall move through any pay progression provided for in the Agreement on a pro-rata basis, based on hours worked.
5. Part-time employees will be given first consideration ahead of outside applicants to fill full-time vacancies within the part-time employee's job title.
6. A part time employee shall be excluded from the following Sections/Terms:
 - a. Article 27: Parental Leave
 - b. Article 31: Group Health and Other Insurance Coverage
 - c. Article 32: Retirement Plan
 - d. Article 10: Severance

7. For all part-time and temporary employees, the number of hours and/or shifts worked each week is at the sole discretion of the Company, provided the employees are given at least thirty (30) days' notice of changes.
8. Temporary employees and interns shall not be entitled to severance pay.

Article 14: Hiring

1. The Employer shall notify the Guild of each vacancy that has been approved to be filled on the Company's applicant tracking system and any such postings shall also be made publicly available on McClatchy.com/careers. The Guild is encouraged to circulate information about vacancies to interested parties, including diverse individuals and organizations.
2. Diversity Statement. The Employer adheres to and supports a hiring policy which affords equal opportunity to qualified individuals regardless of their race, creed, color, national origin, age, sex, religion, marital status, parental status, family care status, citizenship, sexual orientation, gender identity, medical condition, physical disability, mental condition, veteran status, or ancestry, or any other characteristic protected by local, state or federal law.
3. Job Postings. The Employer shall post vacant newsroom positions that have been approved to be filled for no less than seven (7) days. Postings shall set forth the qualifications and requirements of the position.
4. First Consideration. Internal applicants in the bargaining unit who are qualified shall receive first consideration for vacant positions that have been approved to be filled. Applicants shall be notified of the status of their application and whether a position has been filled. When possible, the hiring manager will provide, upon request, professional development advice to internal applicants who are not selected for open positions. In all instances, the Employer shall hire the candidate it deems best qualified for the position.
5. Recruitment. In seeking job candidates, the Employer will continue to make significant effort to recruit broadly and to foster a diverse applicant pool. The Employer acknowledges that having multilingual journalists on staff improves the Miami Herald and el Nuevo Herald's journalism. The Employer will continue to use its best efforts to interview candidates who are fluent in Spanish, Haitian Creole and other languages relevant to the Miami community to the greatest extent permitted by law. The Employer will furnish job vacancy postings that have been approved to be filled to representatives of the following organizations (or additional organizations the parties may mutually agree to) via the email addresses specified below, but is not obligated to advertise or pay a job board listing fee:
 - a. National Association of Black Journalists: info@nabj.org
 - b. Asian-American Journalists Association: national@aja.org
 - c. National Association of Hispanic Journalists: info@nahjcareers.org
 - d. Native American Journalists Association: contact@naja.com

- e. National Lesbian and Gay Journalists Association: info@nlgia.org

Article 15: Training, Job Vacancies and Advancement Opportunities

1. New Hire Training

- a. The Employer shall provide new hire training tailored to individual job classifications and/or geographic locations of work. New hire training shall include information on how the newsroom works and general information on the responsibilities of the positions therein. All training shall take place on company time.
- b. Upon request, the Employer shall provide to the Guild a list of the trainers, any existing training and onboarding content, the training checklist and attendees of its new hire training. The Employer shall determine the content, timing, and duration of the new hire training. The Employer shall provide the Guild with any planned material changes to the new hire training checklist.

2. Ongoing Employee Training

- a. Apart from the foregoing, the Employer shall establish a committee composed of representatives from the Employer and Guild-represented employees to develop recommendations for ongoing employee training tailored to the skills needed for employees.
- b. The committee may identify individuals with the expertise and ability to provide training, including but not limited to Guild-represented employees, managers or other employees of the Company, representatives of professional reporting organizations such as IRE and the Poynter Institute, and others.
- c. The Employer, with input from the committee, shall create at least five (5) mentor-mentee relationships for bargaining unit members in the Miami newsroom, inclusive of the Company- wide mentorship program(s). Mentors and mentees should work together to schedule two (2) hours of mentoring time each month during normal working hours to provide one-on-one coaching on reporting, writing, photography, videography, and journalism skills development.
- d. Participation in mentoring sessions is voluntary and employees shall not be disciplined or otherwise penalized for refusing to participate. Bargaining unit employees who agree to lead training sessions shall be given reasonable paid time during their normal working hours to prepare for and to provide said training.
- e. The Employer, with input from the training committee, shall establish an annual training schedule for at least four (4) group training sessions with topics, dates, times and locations for each training session.
- f. On-going training may include, but not be limited to, sessions on the following skills:
 - i. Use of public records databases, such as Accurint and Lexis-Nexis, to background individuals and companies;
 - ii. Development of effective public records skills and use of the Florida Sunshine Law;
 - iii. Use of spreadsheet software for beginner, intermediate and advanced levels;

- iv. Use of social media such as Facebook, Twitter and LinkedIn for reporting, identifying
 - v. sources and to amplify the Herald's coverage;
 - vi. Visual and audio storytelling techniques and production skills, including drones;
 - vii. Data-driven storytelling.
- g. The committee shall explore and consider opportunities for employees to train across different bargaining unit positions. Employees shall not be disciplined or otherwise penalized for refusing to participate in voluntary cross-training.
- h. Cross-utilization is voluntary. No employee shall be disciplined for any cross-utilization work in another job category for which they have not been adequately trained. This section does not apply to Reporters taking photographs with their phones in the ordinary course of business, or Photographers writing a brief or caption in the ordinary course of business. In such instances, employees shall not be evaluated on the competency of their work in the cross-utilized job category.

3. Ongoing Professional Development

- a. Guild-represented employees shall have the opportunity for professional development, including training through professional journalism organizations to develop new and advanced skills. The Parties understand and acknowledge that available training opportunities may be impacted by budgetary constraints.
- b. The Employer will reimburse employees for their participation in seminars, conferences and other non-degree, work-related ongoing professional development activities, provided reimbursement for the professional development expense is pre-approved in writing by the Managing Editor at least two (2) weeks before the expense is incurred, and provided that reimbursement for such expenses has not been approved pursuant to another Employer policy or provision of this Agreement.
- c. Employees who participate in professional development training under these terms shall not suffer a reduction in compensation in connection with attending any such training sessions. Training shall take place on Company time. An employee's work hours may be adjusted to accommodate training schedules falling outside of her or his normal working hours. The Employer will continue paying for professional development training to the same extent as it has in the past, subject to budgetary constraints and provided the Employer submits documentation of the annual training budget and any impacts to that budget to the training committee in Section 2 of this Article.
- d. Professional development activities covered under this article include but are not limited to professional education courses, non-degree seminars, media training, non-accredited classes and certification tests.
- e. Subject to the provisions of this Article, and budgetary constraints, the committee will work together to establish a process to help ensure that professional development activities are available and fairly allocated to employees.
- f. The employer shall create and maintain an online record, accessible to all newsroom employees, that lists Company-approved training opportunities and a sign-up sheet for those who wish to participate and trainings that were completed.

4. Job Vacancies and Advancement Opportunities

- a. Notices for all employment opportunities covered by this Agreement, shall be posted by the Employer electronically. These notices shall provide employees one week from the transmittal date to make application for the positions, except on those rare occasions when Miami Herald or el Nuevo Herald needs to fill a particular vacancy more rapidly.
- b. Notice of each vacancy shall be posted electronically in the Company's Applicant Tracking System and sent to the Guild electronically.
- c. No employee shall in any way be penalized for refusing to accept a promotion.
- d. An employee promoted or laterally transferred shall be given a trial period of three months, which period may be extended by mutual agreement of the parties. During such a trial period, the Company shall appraise the employee's performance in the new role. If the Company determines an employee is not adequately performing in the new role, he or she may be returned to his or her prior role at the Company's discretion. Upon return to the prior role, the employee shall return to the rate of pay paid to him or her in that prior role immediately preceding the transfer or promotion. During such a trial period the employee may elect to return to the prior role from which he or she advanced, or transferred, and shall return to the rate of pay paid to him or her in that prior role immediately preceding the transfer or promotion. The Employer's evaluation of the employee's progress shall be discussed with the employee at specified frequent intervals during the trial period and at its end.
- e. The period of service in the other classifications shall be counted for all purposes as service in the classification from which the employee advanced or transferred. Upon request, the Employer shall meet with an employee who was denied a promotion or transfer to provide an explanation to an employee and if the employee elects, a Guild representative of why such employee was not selected for the promotion or transfer.

Article 16: Transfers and Promotions

1. The Company reserves the right to reassign employees to other newsroom assignments and beats at their respective newspapers as needed based upon coverage and/or operational needs. In the ordinary course, the Company will provide no less than two weeks' notice prior to such transfer and will concurrently post the position for one week to determine if an employee wants to apply for any particular transfer. The Company may make immediate, temporary reassignment decisions based upon exigent circumstances and/or coverage needs.
2. No employee shall be transferred to another city or newspaper by the Employer or its parent company without their consent. The Company will provide no less than four weeks' notice prior to such transfer and will first post the position for one week to determine if an employee wants to apply for any particular transfer. An employee who refuses such a transfer shall not face disciplinary action and shall suffer no loss of benefits due to their refusal to transfer.

3. The Company reserves the right to realign employees to regional, national and/or cross-market teams that do not involve a physical geographic relocation based upon coverage and/or operational needs. If an employee is moved into a regional, national and/or cross-market journalist role, they will remain on the Miami Herald/El Nuevo Herald payroll and a member of the Guild bargaining unit.

If realignment to a regional, national and/or cross-market journalist role would require a physical geographic relocation of more than 50 miles from their current work location, an employee may decline such a transfer and be eligible for Severance according to Article 10.

In the event a member of the bargaining unit leaves a position on a regional, national and/or cross-market team, the position will be covered by all provisions of the applicable collective bargaining agreement.

The Guild affirms that it will not seek through accretion, or a unit clarification petition, the inclusion of currently unrepresented regional, national and/or cross-market positions at other locations into the currently certified unit. The Guild further affirms that it will not contest the exclusion of these non-bargaining unit employees from the currently certified unit through grievance and arbitration mechanisms of this Agreement.

Nothing in this article is intended to preclude unrepresented employees in regional, national and/or cross-market positions at other locations from forming a new bargaining unit or joining the existing bargaining unit through an Armour-Globe election.

4. Excluding demotions premised upon performance, reassignments and transfers as described in this article will not be used for disciplinary or punitive reasons. Excluding demotions premised upon performance, employees shall suffer no loss of salary or impairment of other benefits as a result of such transfers. The parties recognize that reassignments and transfers mutually agreed to by the Company, the Guild and the employee are exempted from the provisions of this section.
5. Notices for all employment opportunities covered by this Agreement shall be posted by the Employer electronically. These notices shall provide employees one week from the transmittal date to make an application for the position, except on those rare occasions when the newspaper needs to fill a particular vacancy more rapidly. Notice of each vacancy shall be sent to the Guild electronically.
6. The period of service in the other classifications shall be counted for all purposes as service in the classification from which the employee advanced or transferred.

Article 17: Performance Reviews

The Company and the Union agree that there will be a new format for the annual newsroom performance reviews. The overall performance rating shall be 50% based on

core competencies (functional competencies, news judgment, reporting, writing/editing/storytelling and journalism ethics).

The other portion of the review focuses on individual goals. Supervisors and employees will finalize goals by February 28. Supervisors and employees can collaborate to update/modify goals at any period during the year except during virtual check-in and final evaluation windows. Supervisors and employees will participate in virtual check-ins in June and October, during which time they will document and discuss progress to date. Evaluations for the prior year of work (including self-evaluation, manager evaluation, and virtual review) will open and close in January. In this category, 30% of the performance rating shall be based on journalism specific goals established between a reporter and a supervisor, such as beat coverage, writing, source development, and other areas as applicable to the employee's responsibilities.

The remaining 20% of the overall performance rating shall be based on an "audience growth" category that considers performance metrics or other engagement tools to grow audiences and promote the value of the Miami Herald and el Nuevo Herald. This category could consider, among other things, the employee's efforts to build relationships with the community, the employee's willingness to adjust coverage to grow subscriptions, and the employee's ongoing collaborative effort with supervisors to build new readership through newsletters, social media posts, subscription deals, etc. Employees should participate with their editors in decisions about story selection, angles and other elements of coverage. Metric goals, such as page views, led-to conversions and other measures of reader engagement should be part of those conversations, and so should potential impact, community value and the Miami Herald and el Nuevo Herald's high standards for journalism.

Employees and editors, by mutual agreement, may choose a goal such as page-views, led-to-conversions, digital subscriptions or others that measure audience growth. Any agreement to include such metrics shall be optional to the employee.

For example, if an employee does not achieve their page-view goal, despite reasonable efforts, they will not lose points in the review, unless the reporter chose to include a page-view goal in their review.

Appeal Process for Employee Goals

If the employee disagrees with their assigned goals, they may appeal in writing to their immediate supervisor within 5 business days. The decision of the supervisor to adjust or maintain assigned goals must be made within 5 business days, unless extended by mutual consent. If the employee still disagrees, they may appeal to the Editor (or their designee) within 5 business days. The decision of the Editor (or their designee) must be made within 5 business days, unless extended by mutual consent. The decision of the Editor (or their designee) shall be final. The employee may have a Guild representative present during their appeal process. This appeal provision shall not be subject to the provisions

of Article 6, Grievance and Arbitration. This process shall not waive the Guild's rights to grieve discipline resulting from performance reviews.

Article 18: Wage Minima and Increases

1. Upon ratification of this Agreement, the Employer agrees to establish a minimum annual salary of \$52,000 (or the hourly equivalent based upon a 40-hour work week) for all current regular full-time journalist bargaining unit employees in the newsroom, (excluding administrative and clerical employees).

Employees with salaries at or above \$52,000 will receive a 5% wage increase. If the increase percentage to bring an employee to \$52,000 is less than 5%, the employee will receive a 5% increase. Administrative and clerical workers shall also receive a 5% increase on ratification.

Upon ratification of the Agreement:

- a. the Employer shall also make a one-time payment representing retroactivity of the new \$52,000 minimum annual salary (or the hourly equivalent based on a 40-hour week), to any current regular full-time journalist bargaining unit employee in the newsroom (excluding administrative and clerical employees) retroactive to March 1, 2021, for all hours paid. For employees hired prior to March 1, 2021, if the increase percentage to bring an employee to the \$52,000 minimum is less than 5%, the employee will receive a 5% increase.
 - b. Any current bargaining unit employee in the newsroom who was employed with the Company as of March 1, 2021 (excluding any employees covered by 1(a)) shall receive a one-time retroactive payment of 5% of wages for hours paid since that date.
 - c. Any current bargaining unit employee in the newsroom who was not employed by the Company as of March 1, 2021 and who was employed as of March 1, 2022 shall receive a one-time retroactive payment of 5% of wages for hours paid since that date.
2. Upon the first payroll period following the first anniversary date of ratification of the Agreement, all current employees shall receive a 2% wage increase.
 3. Merit Pay. In addition to the increases noted above, the Company has the discretion to pay employees merit increases or bonuses based on performance in any given year. The Company's decisions to award, or not award, merit increases or bonuses to individual employees, in whatever amounts, shall not be subject to grievance, arbitration or bargaining with the Guild, except for alleged violations of the non-discrimination section of the contract.
 4. Interns. Interns will be paid a minimum of \$15.00 per hour.

Article 19: General Wage Provisions

1. Equal Pay. For employees with similar skills and experience there shall be equal pay for equal work or work of equal value.
2. Job Duties, Higher Classification Work. Whenever an employee is asked by the Company to work in a higher title/classification, he/she shall be paid at least the pay rate of the lowest rate for that title/classification for the full day, for each day the employee is asked to work in the higher title/classification.
3. The employer may not alter a job duty so as to render a person excludable as a supervisory or managerial employee.
4. No employee shall perform work temporarily or permanently, of a kind that constitutes a double job, such as reporter-photographer, without the consent of the employee and the Guild, except as may be provided through a bona fide advancement opportunity (tryout) as set forth in Article 15, Training, Job Vacancies and Advancement Opportunities. The Guild will not unreasonably deny any requests for work coverage when the absence of coverage would cause adverse impact to the business.

Article 20: Differentials and Class & Time Payments for Certifications

1. Employees meeting the criteria herein shall receive additional weekly certification differentials or payment of class fees and for class time as set forth below. Employees working less than full-time shall be paid the differential on a pro-rata basis.
2. Multiple Language/Translation Certification. Except for translators, employees certified in the languages of Spanish, Haitian Creole or Portuguese, and who the Publisher regularly requires to provide translation services as part of their job responsibilities, shall receive a weekly differential of \$25. Certifications may be obtained from any of the following:
 - a. American Translators Association,
 - b. Professional Certificate in Translation and Interpretation, Florida International University, or equivalent,
 - c. Legal Spanish Certificate Program, University of Miami, or
 - d. Other translation certification as the Company designates.
3. Data Analyst Certification. The Employer shall pay the associated registration and class fees for any employee who the Employer requires to obtain a Data Analyst Certification for the performance of their job duties. The Employer shall additionally pay any such employees for their time in the classes required for that certification. Eligible certifications may be obtained from:
 - a. Certified Analytics Professional or Associate Certified Analytics Professional
 - b. University of Miami Data Analytics Bootcamp (or equivalent), or
 - c. Other certification provider as the Company designates.

4. Drone Pilot Certification. The Employer shall pay the associated registration and class fees for any employee who the Employer requires to obtain a Remote Pilot Certificate from the Federal Aviation Administration or other certification provider as the Company designates. The Employer shall additionally pay any such employees for their time in the classes required for that certification.

Article 21: Individual Bargaining

1. The Employer will supply the Guild with lists of merit increases granted on a quarterly basis upon request. Such lists to contain the individual name, salary and amount of the increase granted together with the effective date thereof.
2. Individual Bargaining. Any employee represented by the Guild may bargain individually with the Employer as to wages except that he/she may not bargain for terms less than those provided herein.

Article 22: Stand-By Differentials

Stand-by. Employees shall not be assigned to work stand-by hours over their objection. Those who voluntarily accept stand-by assignments shall be paid a minimum of four (4) hours if called in to work.

Article 23: Expenses and Equipment

1. The Employer shall reimburse Employees for business-related expenses reasonably incurred by an Employee in the course of the Employee's work.
2. Time spent traveling to and from assignments shall be considered working time under this Agreement, including any day an Employee works from home. Normal commute time between the employee's home and the newsroom and/or normal fixed work assignment location shall not be considered working time.
3. For the authorized use of an Employee's automobile, the Company agrees to pay, retroactive to February 1, 2022:
 - a. The established IRS rate per mile in effect on the day when the Employee is authorized to use his/her automobile.
 - b. Necessary parking fees where free parking is not readily available at the place of authorized car use. Parking at the Employer's office/newsroom is excluded from this provision.
4. The Company shall pay a monthly mobile phone stipend to all Employees in the amount of twenty-five dollars (\$25). With an Employee's consent, the Company may provide a phone with an engaged wi-fi hotspot in lieu of the stipend payment herein.

5. Necessary working equipment of the kind the employer requires such as computers, software and office supplies shall be provided to an employee and paid for by the Employer, including safety equipment and equipment needed to reasonably accommodate a disabled employee in the performance of their job. All such equipment shall be safe and well maintained.
6. If photographers and videographers feel that new equipment and/or software is required in the performance of their job, they should request such resources through their supervisor. The Company shall directly purchase any approved equipment and/or software and such items shall be the property of the Employer.
7. With prior management approval, Employees may make reasonable noncommercial use of the Employer's photographic and video equipment, during non-working time. Use of Employer equipment shall not be used to conduct illegal activities or activities that violate the Employer's Ethics Guidelines. Employees are responsible for any loss, damage or destruction to any Company equipment suffered during such use and will reimburse the Employer for any such damage or destruction.
8. Employees are permitted to make reasonable personal use of Company provided cell phones. All personal use of the Company provided cell phone must comply with the Employer's Ethics Guidelines. Employees choosing to use a Company cell phone shall have a reasonable expectation of privacy. The Company shall not review an employee's calls, text messages or any other cell phone data unless investigating misconduct or criminal activity. Cell phones issued by the Company, and information stored on the devices, are Company property. Employees must comply with Company requests to make their Company-issued cell phones available for upgrades, replacement, or inspection for the purpose of investigation as described. Employees who leave the company for any reason must return their Company-issued cell phones.
9. The employer shall maintain its current Business Travel Accident insurance.
10. The Employer agrees to reimburse employees covered under this contract for damage to their personal property, authorized for use in the performance of work assignments, including damages to the employee's automobile when the damage is through no fault of the employee. This reimbursement shall be limited to damages in excess of any reimbursement received by employees from other sources including by the employee's insurance policies (in connection with loss or damage to an automobile, the Company's reimbursement shall be limited to the deductible associated with the employee's insurance policy).

Article 24: Work From Home

1. Employees shall be permitted to work from their homes or alternate locations with approval in advance from their supervisor. Such requests shall not be arbitrarily denied. If

such requests are denied, the Employer shall provide its reason for declining to grant such permission in writing.

2. If the Miami Herald / el Nuevo Herald does not have a permanent office, or where the Publisher otherwise requires employees to work from home, employees shall receive a remote work stipend of fifty dollars (\$50) per month (subject to applicable taxes and withholdings). This payment is not intended to be a complete representation of all of an employee's expenses and shall not preclude employees from filing for pre-approved expense reimbursements for work-related items. This Article is intended to replace and supersede the parties' prior Work-From-Home Memorandum of understanding and any other prior agreements outside of this Agreement regarding stipends or other benefits related to remote work. This article shall not preclude the Parties from negotiating over future changes in working conditions.

Article 25: Holidays

1. Each employee shall have the following holidays, or days observed as such, with full pay:
 - a. New Year's Day
 - b. Diversity Day (a personal holiday)
 - c. Martin Luther King Jr. Day
 - d. Presidents Day
 - e. Memorial Day
 - f. Juneteenth
 - g. Independence Day
 - h. Labor Day
 - i. Thanksgiving Day
 - j. Christmas Day
 - k. The employee's birthday

When a holiday falls on a scheduled day off an additional day off shall be granted to the employee, the date to be designated by the employee. When a holiday falls during an employee's vacation, the employee will not be charged a vacation day for that holiday.

2. An employee may substitute any cultural or religious holiday, up to a maximum of five (5) each year, for any holiday enumerated in Section 1 above with Company approval, and such approval shall not be unreasonably denied. Employees shall designate any such substituted holidays during the semi-annual period for vacation scheduling for the subsequent six-month period.
3. The Company reserves the right to schedule an employee to work on a holiday. Regular full-time and part-time non-exempt employees who work the actual holiday or the observed holiday will be paid time and a half for hours worked on the actual holiday and/or observed holiday unless the employee and supervisor mutually agree to substitute the holiday for another paid day off to be taken within thirty (30) days of the holiday (to be paid at regular time).

If a holiday occurs during an employee's vacation period, the employee shall not be charged a vacation day for that holiday.

Article 26: Vacations

1. Commencing on the date of execution of this Agreement:
 - a. The Employer shall provide enough scheduling flexibility for Employees to take their accrued vacation during the calendar year in which they are entitled.
 - b. The Employer may consider any special or unforeseen circumstances that may result in a need by the Employee to reschedule the vacation, and permission to do so will not be unreasonably withheld. In establishing a vacation schedule, the Employer may take into consideration the needs of the Employer to maintain necessary staffing in order to carry on operations.
 - c. In the event of a conflict between two (2) or more Employees requesting the same vacation time, and the Employer determines that all Employees requesting that time will not be permitted off, the vacation time selected will be awarded on a seniority basis, with the most senior Employee having the first choice.
 - d. For vacation requests involving the Thanksgiving Holiday week, Christmas Holiday week, New Year's Day Holiday week and Spring Break week requests shall be granted as feasible at management's discretion based upon operational need. An employee may be precluded from taking the same holiday week in two consecutive years.
 - e. An Employee may begin vacation on any day of the week.
 - f. Employee requests for vacations of more than two (2) consecutive weeks require approval by senior management.
 - g. An Employee who is hospitalized while on vacation may substitute available sick leave for vacation for time spent in the hospital.
2. Employees shall maintain the ability to roll over a maximum of ten (10) days of accrued but unused vacation. On December 31st of each year, any such accrued but unused vacation, up to a maximum of ten (10) days, shall be converted to Personal Bank (which may be used but shall not be paid out upon separation). The maximum number of days an employee may maintain in his or her Personal Bank at any time is capped at ten (10) days.
3. Prior to the start of each six-month period, the Employer will identify the vacation periods open for selection to the Employees. Vacation requests made in accordance with this six-month vacation scheduling system shall be scheduled on the basis of seniority, with seniority calculated based on the Employee's service entry date. Vacation requests made after the start of the six-month period will be scheduled on a first-claimed, first-assigned basis.
4. To meet bona fide news or staffing emergencies, the Employer may rescind an Employee's scheduled vacation. An employee may file as a regular business expense actual costs incurred (such as nonrefundable travel costs) arising from any vacation rescinded by the Company. A potentially affected employee who anticipates

nonrefundable travel costs or other such expenses shall notify the Employer for the Employer's consideration. Such expenses shall not be unreasonably denied. The term "staffing emergency" as used in this Article means the unscheduled, unexpected absence of any two (2) members of the staff.

5. Employees must make all requests for vacation (not previously made under section 3) to their immediate supervisor via e-mail at least two (2) weeks in advance of the desired time off if the request is for vacation for one week or less, and at least three (3) weeks in advance of the desired time off if the request is for vacation of more than one week. The supervisor will communicate the approval or disapproval to the Employee within one (1) week.
6. Employees are strongly encouraged to take their accrued vacation each year. Employees may also take up to one (1) week of vacation per year beyond their accrued vacation time. It is understood that this would result in a negative vacation balance, creating a payment advance for the employee. It is agreed if the employee has a negative vacation balance at the time of their termination, the amount advanced by the Employer to the employee is subject to recovery from their final paycheck.
7. For regular full-time and part-time employees, Vacation shall accrue continuously according to the following schedule:
 - a. Employees with less than four (4) years' service will earn 0.057693 hours of vacation for each hour of straight time paid up to a maximum of fifteen (15) days per year.
 - b. Commencing with the fifth (5th) year of service employees will earn 0.076923 hours of vacation for each hour of straight time paid up to a maximum of twenty (20) days per year.
 - c. Employees hired before 1/1/2010 and who have reached 20 years' service as of September 1, 2022, shall continue to be eligible for a fifth week of vacation.
8. Employees leaving the service of the Employer shall receive liquidation of unused vacation. This provision does not apply to any balance in an employee's Personal Bank.

Article 27: Leaves of Absence

1. Employees seeking a leave of absence shall contact the Leave Administrator in the People Team who shall provide the request for leave form and any applicable associated materials to the employee. The request for leave form shall be submitted electronically to the Leave Administrator and to any applicable third party leave administrator. Reinstatement rights in connection with unpaid leaves of absence, if any, shall be as required in accordance with local, state or federal law.
2. For leaves of less than six (6) months duration, an employee shall be able to retain any company provided laptop, so long as the laptop is not used. An employee shall be able to retain and use the company cellphone previously issued to them so long as the employee

takes over the billing and payment responsibility for the phone. For leaves longer than six (6) months' duration, an employee will return all company issued equipment.

3. The Employer shall comply with applicable laws and regulations regarding paid and unpaid leaves.
4. Employees seeking a fellowship shall raise their interest with the Company prior to applying for the fellowship. Any full-time employee awarded a fellowship shall be granted unpaid personal leave at the Company's discretion. The provisions of this section do not apply to part-time employees.

Paid Maternity & Parental Leave

The purpose of the paid maternity and parental leave is to enable employees to care for and bond with a newborn, or a newly adopted or newly placed child. These policies will run concurrently with Family and Medical Leave Act (FMLA) as applicable and will integrate with any applicable local, state and/or federal law. The Company will provide 6-8 weeks of fully paid maternity leave for employees who give birth. In addition, the Company will provide up to ten (10) weeks of fully paid parental leave to employees, following the birth of an employees' child or the placement of a child with an employee in connection with adoption, parental surrogacy or foster-to-adopt care. For birth mothers, the 6 – 8 weeks of maternity leave and the ten (10) weeks of parental leave shall not run concurrently.

Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the company for at least six (6) months; and
- Be regularly scheduled to work at least thirty (30) hours per week. Temporary employees (hired for less than one (1) year) and interns are not eligible for this benefit.

In addition, to qualify for paid parental leave employees must meet one of the following criteria:

- Have given birth to a child; or
- Be a spouse or domestic partner of a person who has given birth to a child; or
- Have had a child placed with them through parental surrogacy; or
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be 17 years or younger). Temporary foster care such as respite, emergency, kinship or therapeutic foster care, is excluded from this policy.

Amount, Time Frame and Duration of Paid Maternity Leave

Paid maternity leave benefits for employees giving birth, can commence as of the child's anticipated or actual due date. The paid maternity leave program will pay six (6) weeks of

base pay as a result of a natural delivery and eight (8) weeks of base pay as a result of a Cesarean section delivery.

Prior to the birth of the child, if the employee giving birth to the child is released from work by their physician, before the child's projected due date, they will be covered during that prepartum period under the Company's short-term disability program.

If an eligible employee gives birth to another child within the 12-month time frame, the employee giving birth will be covered under the Company's paid maternity leave program only. If the employee has not been released by their physician at the end of the paid maternity leave program, the employee may be eligible for the Company's short-term disability program.

Amount, Time Frame and Duration of Paid Parental Leave

Eligible employees will receive up to a maximum of ten (10) weeks of paid parental leave per birth, adoption, parental surrogacy or foster-to-adopt placement of a child/children. The fact that a multiple birth, adoption, parental surrogacy or placement occurs (e.g. the birth of twins or adoption of siblings) does not increase the ten (10) week total amount of paid parental leave granted for that event. In no case will an employee receive more than ten (10) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, parental surrogacy or foster-to-adopt placement event occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100-percent (100%) of the employee's regular straight time weekly pay, based upon their standard hours per week. All parental leave payments will be integrated with, and offset by, any applicable local, state and/or federal paid leave or disability pay. All payments will automatically assume participation in the applicable local, state and/or federal paid leave or disability pay programs. Paid parental leave benefits will be paid on a biweekly basis on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption, parental surrogacy or placement of a child with the employee. Paid parental leave may not be used or extended beyond the 12-month time frame. Paid parental leave for the employee giving birth may begin after their paid maternity leave has ended.

Employees can take parental leave in a minimum of one (1) week increments and must use all paid leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

Upon termination of the individual's employment, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

Paid maternity and parental leave taken under these policies (where applicable) may run concurrently with leave under the FMLA, any applicable state or local leave law; as well as the company's short-term disability program. Any leave taken under these policies that falls under the definition of circumstances that qualify for the leave due to the birth or placement of a child due to adoption, parental surrogacy or foster care, the leaves will be counted towards the twelve (12) weeks of available FMLA per 12 month period, as well as applicable leaves in state and local law. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave - whether paid or unpaid - granted to the employee under the FMLA, exceed the 12 FMLA weeks during the 12-month FMLA period.

After the paid parental leave is exhausted, the balance of any leave may be compensated through employee's accrued sick, Personal Bank, vacation and personal time. The employee has the option whether or not to use their remaining sick, Personal Bank, vacation or personal time. Upon exhaustion of employee elected use of accrued sick, Personal Bank, vacation and personal time, any approved remaining leave will be unpaid leave.

The company will maintain all benefits for employees during the paid maternity and/or paid parental leave.

If a company holiday occurs while the employee is on paid maternity and/or paid parental leave, the employee will not be eligible for holiday pay, and such day(s), will not extend the total paid maternity or paid parental leave entitlement.

Request for Paid Parental Leave

The employee will provide their supervisor and the People Team Leave Administrator with notice of the request for leave at least thirty (30) days prior to the proposed date of the leave (or if the leave is not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation required to substantiate the request.

Retroactive Effect

It is understood that the parental leave benefit shall be retroactive to January 1, 2021 for any employees covered under this Agreement. Active employees at the time of ratification who would have been entitled to paid maternity leave and/or parental leave between January 1, 2021 and the date of ratification of this Agreement shall be made whole for any maternity leave / parental leave that they would have been entitled to during that period.

5. Unpaid Personal Leave. Unpaid personal leaves, including requests for an extended unpaid parental leave, may be granted with the Employer's approval.

6. Bereavement Leave. Employees who suffer a death in the immediate family may have the remainder of the day they are notified off, and up to three (3) additional days off with pay. Part time employees are eligible to take paid bereavement leave on a pro-rata basis. The term "Immediate family" for purposes of bereavement leave means current spouse, current domestic partner, child, foster-child, step-child, parent, step-parent, parent-in-law, daughter-in-law, son-in-law, legal guardian, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or cousin. Leave shall also be granted in the case of an Employee's miscarriage. The Employer, at its discretion, may allow employees to use vacation or other paid time off to extend and supplement bereavement leave upon request. Any such requests will not be unreasonably denied.
7. Guild Leave. In the event an employee is elected or appointed to any office of the international or local Guild or any Communications Workers of America office, such employee shall be given a leave of absence, without pay, should the employee request such a leave. The employer is not obligated to grant such leave to more than two (2) employees at the same time. Employees applying for such leaves will, except in emergencies or bargaining negotiations with the Employer, give the Employer at least four (4) weeks' advance notice of such intention, and shall specify the expected duration of such leaves. Any change in the expected duration shall be called to the attention of the Employer as soon as possible, and no later than sixty (60) days before the original end date. Employees on Guild Leave for a period of more than one (1) year shall provide the Employer with notice of his or her intent to return at least ninety (90) days before the end of the leave. Guild Leaves cannot extend beyond three (3) years unless mutually agreed to by the Employer and the Guild.
8. Medical and Other Benefits During Approved Leave. During approved paid leave, the Employer will maintain the employee's health benefits in accordance with state and federal law.

Jury Duty

If a regular full-time employee is called for jury duty by court subpoena, the employee shall be given full pay. An employee summoned for jury duty or jury qualification must notify their supervisor as soon as practicable.

Voting Time

An employee required to work on election day shall be given time off to vote if their working hours are such as to prevent the employee from voting outside their working hours. Employees shall be granted up to two (2) hours of paid time for such voting. Any additional time shall be unpaid time.

Article 28: Content Leaves

1. Content Creation Leaves and Publisher's Right of First Refusal.

- a. Employees may request a Content Creation Leave of up to one (1) year to write or assemble or create a nonfiction book or other nonfiction multimedia content (a "Content Project") based on or including content, materials, and other information that may derive from their paid work time assignments or beats at the Herald. Such requests shall be made in writing at least sixty (60) days in advance, stating the nature of the Content Project and the expected duration of the leave. Such leaves may be full-time or part-time and paid or unpaid at the Company's discretion.
- b. The Publisher must consider every request for Content Creation Leave, regardless of the Employee's job or duties in the newsroom. The Publisher shall notify the employee of its decision within two (2) weeks of a request in writing. In the case of denials, the Publisher must state the grounds for denial.
- c. Staff members must obtain approval from the Herald before they engage in a Content Project, or accept a Content Project offer from an outside entity, assuming the Content Project is based in whole or in part on content, materials, and other information that may derive from their paid work time assignments or beats at the Herald. Failure to inform the Publisher may lead to disapproval of the Content Project and/or any Content Creation Leave.
- d. For approved Content Projects involving a book, the staff member is entitled to keep all proceeds from that book. If the approved Content Project involves television, film, a podcast, or other multi-media platform, the Company and the staff member will split any proceeds from that Content Project equally. If an approved Content Project book is subsequently sold as a television, film, a podcast or other multi-media project, the Company and the staff member will split any proceeds equally. For Content Projects involving television, film, podcast or other multi-media projects the Company shall select an agent of its own choosing, or an agent mutually agreeable to both the employee and the Company, in connection with the Company's rights.
- e. The Publisher may exercise a right of first refusal ("First Refusal") to exclusively publish any Content Project approved pursuant to Section 1(c) above, provided the Publisher's offer meets or exceeds the written offer of an outside entity. Such First Refusal right must be exercised within thirty (30) days after an Employee gives written notice of an outside entity's offer for a Content Project or the First Refusal right will be considered abandoned.
- f. Nothing in this Section shall permit or authorize an Employee or outside entity to use or exploit the name "Herald", "Miami Herald" or "el Nuevo Herald" or other registered trade name of the Publisher or its corporate parent in the title, marketing, advertising, or promotion of a Content Project, nor shall an employee state, suggest or imply that a Content Project is endorsed by the Publisher, absent the Publisher's consent. This paragraph shall not be construed to prohibit a short, factual identification statement that the Employee is or was an Employee of the

Publisher, such as an inside dust jacket blurb, or “about the author” description or similar video electronic graphic, such as a credit line.

2. Employees shall have the right to withhold their name and likeness from a Content Project or derivative work that the Company is participating in if that decision is based upon a good faith objection.
3. Except as set forth in this Article, staff members shall otherwise retain the rights to all work not based upon work product produced during company-paid time, and that the staff member creates during non-company paid time, in accordance with U.S. copyright law.

Article 29: Military Service

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

Article 30: Sick Leave, Short Term Disability and LongTerm Disability Benefits

1. Annual Sick Leave: Eligible full-time employees shall be paid for up to ten (10) scheduled workdays per calendar year for which they do not report to work as a consequence of illness or injury or sick dependent, with prior supervisor approval, for family emergency.
 - a. To receive compensation for incidental sick days, employees must notify their supervisor before the start of the shift for which they will not report that they will not be able to report to work. Employees are responsible for entering their sick day(s) into Kronos.
 - b. Upon hire date, and for the balance of their first year of employment, an employee will be granted one (1) sick day. Employees will receive a prorated sick leave balance based upon their hire date.
 - c. At the beginning of the calendar year immediately following the hire date and at the beginning of each calendar year thereafter, eligible full-time employees shall have ten (10) sick days.
2. Part-time employees who regularly work thirty (30) hours of work or more per week are entitled to this sick leave benefit on a pro-rated basis.
3. The following provisions apply to sick leave:
 - a. An employee who anticipates an absence from work due to illness must notify his/her supervisor as soon as practicable, and in any event at least one (1) hour prior to the commencement of their shift in order to be eligible for sick leave pay, unless a reasonable excuse is provided for the employee’s inability to provide such advance notice.
 - b. Sick leave will be paid at the employee’s regular rate of pay.

- c. Unused sick time may not be accumulated or carried over beyond the calendar year, may not be converted to a cash benefit and is not payable upon termination of employment for any reason.
 - d. The Employer may request the employee to provide documentation from a health care provider if he/she is absent due to illness or injury for three (3) or more consecutive days.
4. Special Provisions for Quarantines and Shelter-in-Place Orders: The following provisions apply when quarantine and/or shelter-in-place orders are in place:
 - a. An employee shall be granted permission to work from home, when able, for the duration of any quarantine or shelter-in-place order. The Employer shall provide the necessary computer equipment to allow telework during that period.
5. Short Term Disability Benefit: On the first day of the first month after completion of thirty (30) days eligible employees may receive up to twenty-five (25) weeks of Short-Term Disability (STD) pay, subject to approval by the plan administrator, within an 18-month period from the Company, while certified disabled by a doctor and unable to work. Eligibility and maximum benefit period are determined by the Company's STD Plan administrator. While on medical leave, total pay for eligible employees will be sixty percent (60%) of normal base pay.
 - a. At the employee's option, available sick days and/or vacation pay can be used to supplement STD pay, not to exceed 100% of base pay. Sick leave or vacation pay can be used for time preceding the employee's eligibility date for STD pay.
 - b. An employee may use sick leave benefits or, if exhausted, accrued vacation, or PBK, to the extent available, during the initial seven (7) calendar day (five (5) consecutive work day) period of any disability.
 - c. Nothing within this Article entitles an employee to receive more than one (1) day of pay for any one (1) day of absence due to a disability.
6. Long Term Disability: Eligible employees whose qualifying illness or injury exceeds a 180-day waiting period from the first day of disability before LTD begins, are eligible to apply for long-term disability benefits through the Employer's insurance carrier. Eligibility for long-term disability benefits and the maximum benefit period are determined by the insurance carrier. Long-term disability benefits are integrated with other disability payments including Workers Compensation and Social Security to provide fifty percent (50%) of an employee's base pay.
7. Eligible employees may elect to purchase additional long-term disability coverage under the Company's policy to bring total compensation to sixty (60%) percent of an employee's base pay.
8. The Employer and the Guild agree that all practical steps should be taken to guard against the filing of improper claims under the sick leave and short-term disability benefits detailed in this Article. Any employee who produces a fraudulent health care providers' note or makes a fraudulent claim of illness shall be subject to discharge. Such situations shall be considered gross misconduct.

Article 31: Group Health and Other Insurance Coverage

1. For the life of this Agreement, the Employer agrees to offer eligible bargaining unit employees group health benefits according to the provisions of this Article. The eligibility terms of these plans shall remain consistent with those offered to non-represented employees of the Employer.
2. The Employer shall continue to offer other insurance coverage to eligible bargaining unit employees and their qualified dependents in effect at the signing of this contract, including Dental, Vision, Life/Accidental Death and Dismemberment (“AD&D”) Insurance plans, Short-Term Disability (STD), Long-Term Disability (LTD) Flexible Spending Accounts (Section 125 Plan) and voluntary benefits upon proper enrollment. The terms and benefits of these plans shall remain consistent with those offered to non-represented employees of the Employer.
3. To receive any of the benefits specified in this Article, an employee must enroll in the desired benefit plan and must authorize in writing that the Employer may deduct the appropriate contributions required for participation in that plan from their wages.
4. The Employer will maintain the current Aetna Medical Plan through August 31, 2022.
5. Commencing on September 1, 2022, and for the life of the remainder of this Agreement, the Employer will maintain the following medical plans specified herein.
6. Employees may select between UFW-CWA PPO Plan #13 and HSA (HDHP) plan 1 with the following Employer and Employee monthly contribution amounts.

PPO Plan 13 Option:

2022					
Coverage	Employee Monthly Contribution		Employer Monthly Contribution		Total Monthly Premium
Employee Only	\$170.94	22%	\$596.06	78%	\$767.00
Employee + Spouse/DP	\$575.01	32%	\$1,210.99	68%	\$1,786.00
Employee + Child(ren)	\$432.36	32%	\$910.64	68%	\$1,343.00
Employee + Family	\$760.43	32%	\$1,601.57	68%	\$2,362.00

2023					
Coverage	Employee Monthly Contribution		Employer Monthly Contribution		Total Monthly Premium
Employee Only	\$179.41	22%	\$625.59	78%	\$805.00
Employee + Spouse/DP	\$603.98	32%	\$1,272.02	68%	\$1,876.00
Employee + Child(ren)	\$454.26	32%	\$956.74	68%	\$1,411.00
Employee + Family	\$799.06	32%	\$1,682.94	68%	\$2,482.00

HSA (HDHP) Plan 1 Option:

2022					
Coverage	Employee Monthly Contribution		Employer Monthly Contribution		Total Monthly Premium
Employee Only	\$114.02	17%	\$562.98	83%	\$677.00
Employee + Spouse/DP	\$421.00	27%	\$1,153.00	73%	\$1,574.00
Employee + Child(ren)	\$315.89	27%	\$865.11	73%	\$1,181.00
Employee + Family	\$556.06	27%	\$1,522.94	73%	\$2,079.00

2023					
Coverage	Employee Monthly Contribution		Employer Monthly Contribution		Total Monthly Premium
Employee Only	\$119.74	17%	\$591.26	83%	\$711.00
Employee + Spouse/DP	\$442.40	27%	\$1,211.60	73%	\$1,654.00
Employee + Child(ren)	\$331.93	27%	\$909.07	73%	\$1,241.00
Employee + Family	\$584.15	27%	\$1,599.85	73%	\$2,184.00

7. In the event the UFW Insurance Fund raises the above monthly premiums in any subsequent year of this Agreement, the Company will increase both the Company's and the employees' monthly contribution by the amount of the percentage increase to cover any premium increase, not to exceed three percent (3%) of the premiums for 2023 set forth above. The premium increase exceeding three (3%) of the above monthly premium shall be paid entirely by the employees.
8. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Company has failed to:
 - a. Remit the proper contribution amounts and deductions and forward such amounts to the UFW-CWA Plan within thirty (30) days from the last day of the month for which premiums are being collected, and/or
 - b. Make the appropriate contribution to a participating Employee's Plan account.
 - c. Execute the joinder agreement.

Article 32: Retirement

1. The Employer shall continue participation in The McClatchy Company 401(k) Plan (the "Plan") subject to the limitations set forth in this Article. Eligible bargaining unit employees are entitled to participate in the Plan on the same terms and conditions as other eligible employees of the Miami Herald / el Nuevo Herald.
2. Consistent with the terms of the Plan the Company will match one-third (1/3) of the first six percent (6%) of eligible contributions that employees make to the plan, up to the applicable annual match limit.

3. The company has the sole and exclusive discretionary right to at any time change or modify the Plan or to offer a new or replacement program, and/or to transfer participants to a new program(s). To the greatest extent practicable, the Company shall notify the Guild in writing of any proposed change, modification, replacement or transfer at least ninety (90) days before the effective date of such change, modification, replacement or transfer.

Article 33: Life Insurance

1. The Employer agrees during the term of this Agreement to continue for eligible Employees the existing Life Insurance and related benefits (“the Plan”) under The Hartford Group Policy# GL-805211 (or one substantially equivalent thereto, provided the Employer timely notifies the Guild).
2. All new benefit-eligible employees shall be eligible for enrollment under the plan on the first day of the month following thirty (30) days of continuous employment.
3. Enrolled employees may buy supplemental insurance under the terms of the Plan.

Article 34: Outside Work

1. Outside work that does not conflict or compete with the Company’s news products is acceptable without management approval. Examples include non-editorial paid or unpaid work including but not limited to areas such as teaching, coaching, performing, fiction and nonfiction writing, wedding or event photography, ridesharing, food service and retail business, etc. While not subject to management approval, these outside work activities should be disclosed to the People Team, which shall keep such information confidential unless a potential conflict is identified by the People Team. Outside work should conform to the Conflict of Interest provisions of the Company’s ethics policy.
2. Outside work involving freelance news creation (exclusive of work covered by Article 28, Content Leaves) is acceptable with Company approval. But it must be considered in light of the newspapers' interests. It may not conflict with or interfere with our primary work, reflect negatively on the papers in any material way, and it cannot compete directly with Company or other McClatchy news products or publications. Accordingly, the right of employees to engage in outside work meeting these interests and within these parameters is hereby confirmed and will not be unreasonably denied.
3. Before accepting freelance or other outside news creation work, including paid speeches and similar appearances, employees shall submit a written request for approval from the Managing Editor in advance. Failure of the Managing Editor to respond within two (2) weeks shall be deemed as an approval.

4. Honoraria: Employees may accept honoraria of up to (1) one week's pay (exclusive of travel reimbursement) for speaking engagements or participation in seminars, conferences or broadcast programs with the prior approval of the executive editor or their designee. Honoraria of more than one (1) week's pay requires approval of the Publisher. Such approval will not be unreasonably denied.

Article 35: Editorial Integrity and Defense

1. An employee's byline, credit line, or author card, including video graphic titles, shall not be used over the employee's protest.
2. It is the Publisher's intent that in the ordinary course, substantive changes in material submitted shall be brought to the employee's attention before publication. An employee shall not be required to write, process or prepare anything for publication in such a way as to distort any facts, graphics, images or audiovisual content. If a question arises as to the accuracy of printed material, no correction or retraction of that material, or insertion of additional material shall be printed without the Publisher making a reasonable effort to consult with the employee concerned prior to the correction, retraction or insertion of additional material.
3. The Publisher will make all reasonable efforts to protect from disclosure to third-parties the knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of the employee's sources, including the identity of confidential sources, in connection with employment. No employee shall suffer loss of pay or benefit accrual arising from the exercise of the right to protect the confidentiality of sources when such sources are disclosed to the employee's editor.
4. The Employer shall notify the employee concerned of any demand on the Employer for such surrender or disclosure or authentication.
5. The Employer shall maintain its Media Liability policy, Mutual Insurance Company Ltd. No. BDAMM100046-21 (or equivalent) and Employees covered by this Agreement shall be deemed as named insureds under said policy. The Employer will meet all its obligations under said policy.

Article 36: Health and Safety

1. The Employer shall ensure that the Employer's premises are in conformity with all federal, state and local health and safety laws and regulations.
2. No employee shall be required to undertake any assignment that the employee determines to be hazardous or potentially hazardous. In the ordinary course, the employee and the supervisor will discuss any safety concerns associated with an assignment and brainstorm

coverage alternatives. If after such discussion, the employee remains concerned about his or her personal safety, alternate coverage arrangements will be made.

3. Upon arriving at an assignment, the employee has discretion to exercise his or her judgment to discontinue or refuse any such assignment.
4. The employee will not be forced to take on such an assignment, and the employer shall not discipline any employee for refusing to cover such an assignment. No employee shall be docked for work-time lost, or otherwise penalized, for exercising the aforesaid rights in sections 2 and 3 above.
5. If an employee repeatedly declines assignments based upon these provisions the Publisher reserves the right to change the employee's beat and/or assignment.
6. The Employer shall:
 - a. Furnish an employee with customary protection and protective devices; and
 - b. Assure, to the extent possible, safe passage on Company premises.
7. News Emergencies. In the event of a regional or national emergency, natural disaster, or the like, the Executive Editor may determine and declare a News Emergency. In the event of such declaration, the Executive Editor may direct employees not to report to work, to work at other locations, to work different hours, or to take other actions as deemed necessary under the circumstances. The notification may be communicated directly by the Executive Editor, a designated proxy, or an emergency alert system. In the absence of such direction, employees shall be permitted to use their best judgment as to the safest course of action.

Article 37: Miscellaneous

1. Bulletin Boards. The Employer agrees to provide bulletin boards suitably placed for the exclusive use of the Guild.
2. Employee Assistance Program. The company reaffirms its intention to continue the sponsorship of an Employee Assistance Program for all employees and their families.
3. Employee Monitoring. The Employer uses electronic employee access control systems for lawful business purposes and to assist in the safety and security of business systems and premises. Electronic card entry, electronic keypad entry, video cameras, and computer sign-on, sign-off records will not be used as "time clocks" in the normal course of business for the purpose of logging, tracking, or recording hours worked by an employee. The Employer reserves the right to use data from such systems in investigations into employee misconduct.
4. Business Systems/Use of Computers, Networks, Internet Access and Company provided electronic equipment ("Business Systems" hereinafter). The Employer will not use its

Business Systems to access or monitor an employee's private computer but reserves the right to monitor electronic traffic and/or communication to and from its Business Systems.

5. Maintenance of Benefits. No employee shall lose any rights or privileges enjoyed pursuant to company policy or general company practice prior to the signing of this Agreement (and not enumerated in this Agreement) -- due to the implementation of this Agreement. All such rights and privileges shall remain in full force and effect for the duration of this Agreement for employees covered by this Agreement to the same extent and degree they remain in place for non-represented employees.

Article 38: Non-Interference

1. In consideration of the Employer's commitment as set forth in Subsection 2 of this Article, during the term of this Agreement, the Guild and its agents will not cause, permit, condone, encourage or sanction and no employee or employees of the Publisher will participate or engage in any strike, slow-down, sick-out, cessation of work, withholding of services, or work stoppages, or interference with the operations of the Publisher or sale or distribution of its products directed against the Publisher. Any employee or employees covered by this Agreement engaging in any such activity may be subject to discipline up to and including discharge.
2. During the term of this Agreement the Employer agrees it will not engage in any lockout of employees covered by this Agreement.

Article 39: Transparency

The Employer shall not include in any settlement, agreement or other resolution of any claim that involves unlawful discrimination or sexual harassment, a limitation on an aggrieved employee's right to share any of the underlying facts and circumstances to the claim or action. The Employer agrees not to enforce any nondisclosure provision that may have been entered into with any employee since September 4, 2020.

Article 40: Severability

In the event that a court of competent jurisdiction rules that any provision of the Agreement is illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.


Article 41: Duration and Renewal

1. This Agreement shall be in effect from **August 17, 2022**, to and including **August 17, 2024**, unless changed prior thereto by mutual consent. Notice to terminate or modify this Agreement must be served (service completed when received) in writing on the other party at least sixty (60) days prior to the expiration of the terms of this Agreement. After reasonable notice, either party may request that negotiations for a successor contract begin no sooner than ninety (90) days prior to the expiration of this Agreement.

2. If a new contract has not been reached upon the date the above stated term of this Agreement expires, the provisions herein shall continue in force while negotiations continue; provided, the provisions of this Agreement shall terminate if and when any one of the following conditions occur:
 - a. There is a legal impasse in negotiations;
 - b. There is a strike;
 - c. The Company engages in a lockout;
 - d. The parties reach agreement on a new contract ratified by the bargaining unit.

Agreed to this 17th day of August 2022.

**For McClatchy Company LLC
d/b/a the Miami Herald/el Nuevo Herald:**



Monica Richardson (Sep 27, 2022 11:44 EDT)

Monica Richardson
Executive Editor


**For Local 3018, The NewsGuild-Communications
Workers of America, AFL-CIO:**



Tony Winton
Chief Negotiator


Mary Ellen Klas (Oct 10, 2022 15:45 EDT)

Mary Ellen Klas
One Herald Guild Unit Co-chair


Joey A. Flechas (Oct 10, 2022 15:42 EDT)

Joey Flechas
One Herald Guild Unit Co-chair

Side Letter on Company Policies

Employees will adhere to policies contained in the McClatchy Employee Handbook, except as amended by this agreement. The Company agrees that none of these policies alter, supplant, or in any way detract from the standards contained in Article 8, Discipline. The Company will advise employees and the Guild of any substantive proposed handbook revisions or additions, and upon request shall bargain over any substantive changes to the terms and conditions of employment. If there are conflicts between the Employee Handbook and this agreement, the Collective Bargaining Agreement will prevail. In no case shall policies be interpreted to violate the National Labor Relations Act.

Appendix A, General Release

In consideration of the Severance Pay Allowance in the amount of _____ (less applicable taxes and deductions) and, if applicable, Company-subsidized Welfare Benefits, provided to me by **Company name** both of which I, **Employee Name**, would not be entitled to without entering into this Waiver and Release Agreement, I, voluntarily enter into this Waiver and Release Agreement.

I, on my own behalf and on behalf of my heirs, executors, administrators, attorneys and assigns, hereby unconditionally and irrevocably release, waive and forever discharge **Company name**, and each of their affiliates, parents, successors, predecessors, subsidiaries and their former, current and future directors, owners, members, shareholders, officers, agents, and employees (collectively all of the foregoing are referred to as the "Company"), from any and all causes of action, claims and damages, including attorneys' fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date of my signing of this Waiver and Release Agreement, concerning my employment or separation from employment. This release includes, but is not limited to, any claim or entitlement to salary, bonuses, any other payments, benefits or damages arising under any federal law (including but not limited to, Title VII of the Civil Rights Act of 1964, 42 USC §2000e, *et seq.*, the Age Discrimination in Employment Act, 29 USC § 621 *et seq.*, the Older Workers Benefit Protection Act 29 USC §§ 623 & 626, the Employee Retirement Income Security Act of 1974, 29 USC § 1001, *et seq.*, the Americans with Disabilities Act, 42 USC § 12101, *et seq.*, the Worker Adjustment and Retraining Notification Act, 29 USC § 2101, *et seq.* (or state equivalent), the Genetic Information Nondiscrimination Act of 2008, Pub.L. 110-233, 122 Stat 881, Executive Order 11246, each as amended); any claim arising under any state or local ordinances or regulations, including but not limited to, the California Fair Employment and Housing Act (CA Gov. § 12900 *et seq.*); **[INSERT STATE LAWS]** and any claim arising under any common law principle or public policy, including but not limited to all suits in tort or contract, such as, wrongful termination, breach of contract (express or implied), defamation, negligent or intentional infliction of emotional distress, invasion of privacy or loss of consortium.

I understand that by signing this Waiver and Release Agreement I am not waiving any claims or rights which cannot be waived by law, including the right to file an administrative charge or

participate in an investigation conducted by an administrative agency, such as the Equal Employment Opportunity Commission (the “EEOC”), any claims which I may make under state workers’ compensation or unemployment laws and/or any claims which by law I cannot waive. I am waiving, however, any right to monetary recovery or individual relief should any federal, state or local agency (including the EEOC) pursue any claim on my behalf arising out of or related to my employment with and/or separation from employment with the Company.

I also represent that I do not currently have on file any suit, charge or claim against the Company concerning my employment nor have I transferred or assigned, or purported to transfer or assign, to any person or entity any claim or portion thereof. I agree not to sue the Company with respect to any claim covered by the waivers and releases set forth in this Waiver and Release Agreement. This promise not to sue does not cover a claim under the ADEA challenging the validity and effect of this Agreement to release any ADEA claims. I understand that if I sue the Company in violation of this Waiver and Release Agreement, I will be liable to the Company for its reasonable attorneys' fees and other litigation costs incurred in defending against such a lawsuit. Alternatively, in the event I sue the Company in violation of this Agreement, I understand that I may be required, at the Company's option, to return all monies and other benefits paid to me pursuant to this Waiver and Release Agreement minus \$100.00.

I further acknowledge that if I am hired on a temporary basis by **Company name** or an affiliated employer prior to the date the Severance Pay Allowance payment and/or Company-subsidized Welfare Benefits is required to be paid, the Company may delay such payment until the temporary assignment is completed.

If **Company name** or an affiliated employer offers me another position with **Company name** or an affiliated employer, any such reemployment is contingent upon my forfeiture of any unpaid severance payments. I also understand that, if applicable, Company-subsidized Welfare Benefits will end on the date of reemployment into a position wherein I qualify for Company sponsored healthcare benefits.

I further acknowledge that I will not at any time, directly or indirectly, disclose any Company confidential information to anyone, or use any confidential information for any reason, unless required by a lawfully-issued subpoena, notice of deposition, or court order. The term “confidential information” means all information and electronic and paper documents unique to the Company that relates to the business, employees, contractors, subscribers, advertisers, operations, systems, finances or resources of the Company (including any advertiser, customer, contractor, or any entity doing business with the Company). “Confidential information” also includes any information that the Company is for any reason obligated to retain in confidence, as well as any attorney client communication. It does not include information generally known to the public.

I understand that the disclosure or improper use of confidential information will cause serious and irreparable injury to the Company. I acknowledge that I have returned all Company property and confidential information in my possession prior to my termination date. If I disclose or improperly use any confidential information, the Company shall be entitled to apply for and

receive an injunction to restrain any violation of this paragraph and I will be liable for any damages the Company incurs.

I agree that I will not, directly, or indirectly, make any statements, either oral or written, or take any other actions which disparage or defame the Company, its products or business opportunities, or take any action which is in any manner detrimental to the Company. This does not apply to providing truthful testimony, under oath, in response to a properly-issued subpoena, notice of deposition, or court order.

I am signing this Waiver and Release Agreement knowingly and voluntarily. I acknowledge that:

1. I am hereby advised in writing to consult an attorney before signing this Waiver and Release Agreement;
2. I am hereby advised that the organizational unit for the current Separation Program is **[INSERT ORGANIZATIONAL UNIT]**

The selection process for these eliminations was as follows:

All positions within the organizational unit covered by this Plan are set forth in Appendix A and Appendix B of the Summary Plan Description (provided along with this Waiver & Release Agreement and incorporated by this reference);

3. I have relied solely on my own judgment and/or that of my attorney regarding the consideration for and the terms of this Waiver and Release Agreement and am signing this Waiver and Release Agreement knowingly and voluntarily of my own free will;
4. This Waiver and Release Agreement is written in a manner that I understand;
5. By executing this Waiver and Release Agreement, I do not waive rights or claims under the ADEA that arise after the date of its execution;
6. I am waiving all rights and claims in return for the consideration provided for herein which is in excess of anything of value to which I am already entitled;
7. I am not entitled to the Severance Pay Allowance and/or Company-subsidized Welfare Benefits, if applicable, unless I agree to and honor the terms of this Waiver and Release Agreement. I also acknowledge that the specific Severance Pay Allowance and/or Company-subsidized Welfare Benefits that is the consideration for this Waiver and Release Agreement is the benefit(s) provided under **Supplement Number** of The McClatchy Company, LLC, Company Severance Pay Plan.

I understand that the Severance Pay Allowance for regular full-time eligible employees is equal to two (2) weeks of base pay, plus direct sales commission if applicable, for every year of continuous service with the Company or an affiliate, (including any partial year of

service) if I am not offered a comparable position with the Company or an affiliate. The maximum Severance Pay Allowance will not exceed twenty-six (26) weeks of base pay, plus direct sales commission if applicable. The minimum Severance Pay Allowance will be four (4) weeks of base pay plus direct sales commission if applicable.

I understand that the Severance Pay Allowance for regular part-time-time eligible employees is equal to one (1) week of base pay, plus direct sales commission if applicable, for every year of continuous service with the Company or an affiliate (including any partial year of service). The maximum Severance Pay Allowance will not exceed ten (10) weeks of base pay, plus direct sales commission, if applicable. The minimum Severance Pay Allowance will be two (2) weeks of base pay, plus direct sales commission, if applicable.

I further understand that Welfare Benefits, if applicable, are equal to a maximum of three (3) months of the Company portion of the COBRA medical, dental and vision premiums and the 2% administrative fee for the level of coverage I am enrolled in at the time of termination, provided I continue to pay the employee portion of the premiums. I understand that I am responsible for completing and returning the COBRA enrollment paperwork in the time period prescribed by the COBRA administrator and for making the appropriate payments. Failure to do so will result in ineligibility for both COBRA benefits and the Company subsidy;

8. I was given this Agreement on **[Insert date]** and I have been given at least forty-five (45) days to consider this Waiver and Release Agreement;
9. I may revoke this Waiver and Release Agreement within seven (7) days after signing it (employees working in Minnesota may revoke the waiver and release claims under the Minnesota Human Rights Act within fifteen (15) days after signing this Agreement) by submitting a written notice of revocation to the Plan Administrator's delegatee (insert Delegatee name and address) I further understand that this Waiver and Release Agreement is not effective or enforceable until after the seven (7) day period of revocation has expired without revocation, and that if I revoke this Waiver and Release Agreement, I will not receive the Severance Pay Allowance and/or Company subsidized Welfare Benefits;
10. I have read and understand the Waiver and Release Agreement and further understand that it includes a general release of any and all known and unknown, foreseen or unforeseen, claims presently asserted or otherwise arising through the date of my signing of this Waiver and Release Agreement that I may have against the Company;
11. No statements or conduct by the Company have in any way coerced or unduly influenced me to execute this Waiver and Release Agreement; and,
12. I have received (a) notice of the group of individuals covered by the severance Program and the eligibility factors and time limits applicable to such Program, and (b) a list of job titles and ages of employees selected for termination, and the job titles and ages of all

individuals in the same classification or organizational unit who were not selected for termination, and have been given at least forty-five (45) days to consider this information.

I further acknowledge that there are no other agreements of any nature between the Company and me with respect to the matters discussed in this Waiver and Release Agreement, except as expressly stated herein, and that in signing this Waiver and Release Agreement, I am not relying on any agreements or representation, except those expressly contained in this Waiver and Release Agreement.

I further acknowledge and agree that if any provision of this Waiver and Release Agreement is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release Agreement shall continue in full force and effect.

This Waiver and Release Agreement is deemed made and entered into in the State of **[Insert State]**, and in all respects shall be interpreted, enforced and governed under applicable federal law, and in the event that any reference shall be made to state law, the internal laws of the State of **[Insert State]** shall apply. Any disputes under this Waiver and Release Agreement shall be adjudicated by a court of competent jurisdiction in the State of **[Insert State]**.

I understand that, to receive the Severance Pay Allowance and, if applicable, the Company-provided COBRA subsidy, I must sign and return this Waiver and Release Agreement no sooner than my employment termination date and no later than forty-five (45) days from the date (i) I received this Waiver and Release Agreement, or (ii) my employment was terminated, whichever is later.

Facsimile / Electronic Signatures

A signed electronic or facsimile version of this Agreement shall have the same force and effect as a signed original of this Agreement. The Parties also agree where practicable to use electronic signature technology, to expedite the execution of this Agreement, pursuant to the United States Electronic Signatures in Global and National Commerce (ESIGN) Act in 2000 and/or the Uniform Electronic Transactions Act (UETA).

ACKNOWLEDGED AND AGREED TO:

Date

Employee Signature

Date

Approved by Signature