

COLLECTIVE BARGAINING AGREEMENT

Between

**CA Florida Holdings, Inc.
d/b/a the *Florida Times-Union***

And

**The NewsGuild-Communication Workers of America
(Editorial Contract)**

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GUILD CONTRACT

PREAMBLE

THIS AGREEMENT is made as of the 20th day of October 2023, between CA Florida Holdings, Inc. d/b/a/ *The Florida Times-Union* (“Employer”) and The NewsGuild-Communication Workers of America (AFL-CIO, CLC), CWA Local 3108 (“Guild”) for itself and on behalf of employees in bargaining unit set forth below.

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for employees who are members of the bargaining unit as set forth in Case 12-RC-222272.

Section 1.2. Bargaining Unit. (a) The bargaining unit includes all full-time and regular part-time news department employees, including Reporters, Copy Editors, Photographers, Writers, Night Editors, Agate Clerks, Columnists, Digital Producers, Assistant Editors, Administrative Assistants and all other news department employees employed by the Employer at its facility currently located in Jacksonville, Florida, excluding all other employees, employees of the publications, managers, guards, and supervisors as defined by the Act.

(b) The following positions are excluded from the unit: Publisher, Managing Editor, Metro Editor, Sports Editor, and Assistant to the Editor (notwithstanding Section 1.2(a)), all employees outside of the news department, employees of the military and commercial publications, and any new news department positions with duties that meet the criteria for supervisory, managerial, or confidential employees within the meaning of the Act.

(c) If the Employer establishes a new position in the news department that it believes is excluded, it shall notify the Guild and provide a description of the position’s job duties. Upon request, the Parties shall meet within two (2) calendar weeks to discuss whether the position should be included or excluded. If no agreement is reached, either Party may refer the question to the National Labor Relations Board.

Section 1.3. Union Security. It is understood that the Florida state constitution prevents the Parties from including a Union Security provision. In the event that Union Security provisions once again become legal for Florida employers, the Parties agree to meet and discuss the effect of the change in the law.

Section 1.4. Dues Checkoff. (a) Upon an employee’s voluntary written assignment, the Employer shall deduct from the bi-weekly earnings of such employee and pay to the Guild not later than the

10th day of the month following the month in which payment is made an amount equal to the Guild's initiation fees, dues, and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

(b) The dues deduction assignment shall be made upon the form set forth at Appendix A (Checkoff Form).

(c) The Guild shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability, including without limitation, liability under the provisions of any Federal or State statute, that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any provision of this Section 1.4, provided the Employer has not intentionally acted or failed to act in bad faith, an issue that is subject to the grievance and arbitration provisions of this Agreement. The Employer and/or the Guild shall bring any dues-related issue to the attention of the other Party as soon as it is discovered and the Parties shall discuss how to resolve the issue.

ARTICLE II

JURISDICTION & WORK ASSIGNMENTS

Section 2.1. Jurisdiction and Work Assignments. (a) The Employer shall have the right to make and change any and all work assignments, including the right to assign unit employees work that is not at that time being performed by bargaining unit employees.

(b) The work of employees shall be the work presently performed by employees within the bargaining unit and new or additional work assigned to the unit by the Employer, provided that the assignment of work for other Gannett-owned publications or operations shall not constitute a conferral of jurisdiction with respect to such work. Except as otherwise explicitly provided in Section 2.1(c) below, the Employer has the right to utilize individual outside of the bargaining unit to perform work performed by employees in the bargaining unit. By way of illustration, the Employer's rights in this regard include the following:

- (i) There is no restriction on supervisors and managers performing bargaining unit work;
- (ii) Copy-editing, design work, pagination, and digital optimization work may be performed by anyone. A bargaining unit employee who is laid off as a direct result of the Employer's exercise of its rights under this subsection (b)(ii) shall be eligible for enhanced severance and additional separation benefits as provided in Appendix E (Enhanced Severance). Alternatively, the employee may request to be considered for an open position as provided for at Section 11.3 (Consideration for Open Position);

(iii) There is no limitation on the sharing of content produced by journalists employed by or persons engaged by other Gannett-owned publications or operations;

(iv) There is no limitation with respect to generating content for special projects or of regional or statewide interest;

(v) There is no limitation on the use of wire or syndicated content, collaboration partners, or other such content providers, including local television and radio stations and organizations such as ProPublica; and

(vi) There is no limitation on the use of Artificial Intelligence (AI) with respect to any newsroom function including the generation of news content; work associated with generating or processing AI generated content may be performed by anyone and is not subject to subsection (c) below. AI is intended to be supplementary to local news reporting and writing and is not a replacement for it,

(c) The only limitations on the Employer's right to assign news coverage, content generation, and any other Editorial work are those set forth in this Section 2.1(c). Local news is the coverage of events in a local context that would not be of interest in another locality or otherwise be of national or international scope. Local newsgathering, reporting and photography within Duval County and extending to areas in Clay, Baker, and Nassau counties within a 30 mile radius from the geographic center of Jacksonville (as depicted on the map set forth at Appendix B) (which includes the communities of Fleming Island, Orange Park, Green Cove Springs, Macclenny, Amelia Island, Yulee, Callahan and Fernandina Beach) is recognized as bargaining unit work with respect to which the Parties further agree as follow:

(i) Local news content appearing in *The Florida Times-Union* or any of its platforms shall not be produced by journalists employed by other Gannett-owned publications or operations on a recurring basis, provided that there shall be no limitation on Guild-represented employees at other Gannett-owned publications or operations producing local news or other content appearing in *The Florida Times-Union*;

(ii) Local news content may be produced by journalists employed by or persons engaged by other Gannett-owned publications or operations in the case of an emergency or in situations where a bargaining unit employee is not reasonably available, for example, in the case of illness, injury or vacation of bargaining unit employees;

(iii) Breaking local news content may be produced by journalists employed by or persons engaged by other Gannett-owned publications or operations in instances where such journalists are best situated to provide such coverage, for example, a non-unit journalist who happens to be in the vicinity of where a fire has broken out;

(iv) It is recognized that matters constituting local news for *The Florida Times-Union* may also constitute local news for other Gannett-owned publications or operations and the right

to assign such coverage to journalists at other such properties and use the content they produce in *The Florida Times-Union* is not limited by this Section 2.1(c); and

(v) Correspondents, freelancers, and other independent contractors and journalism fellows may perform bargaining unit work subject only to the limitations contained outside of this Section 2.1.

(d) Coverage of professional or collegiate sports is on a non-exclusive basis and, without qualifying the foregoing, it is anticipated that coverage will primarily remain the purview of the local unit in which the team is located although, for example, instances may occur where coverage of out of town games and events can be performed by other Gannett-owned publications already in those locations or covering events.

(i) In the event that the Employer's exercise of its rights under Subsection (d) above would result in a reduction in force in the bargaining unit, the affected sports employee shall have two (2) options.

- (I) To accept and receive severance as provided for herein (only if there would otherwise be a layoff in the bargaining unit). This right of the affected employee shall be exercised with the first seven (7) days of the fourteen (14) day notice period provided for in Section 11.1 (Dismissals to Reduce the Force); or
- (II) To accept reassignment to another position.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. The Guild agrees that the Employer has and will continue to retain the sole and exclusive right to manage its operations and retains all statutory, common law and/or inherent management rights, whether exercised or not, unless specifically and expressly abridged, modified or deleted by the provisions of this Agreement. Such management rights include, but are not limited to, the Employer's rights, in its sole and exclusive judgment and discretion, to determine the number of employees to be employed; to hire employees and set their initial salaries at not less than the minimums provided for in this Agreement; to determine employees' qualifications and assign and direct their work; to transfer, layoff, and recall employees; to maintain the efficiency of the operations; to determine the personnel, methods, means, facilities, and equipment by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to discipline and discharge employees for just cause; to expand, reduce, alter, combine, transfer, assign or cease any job, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer; to install or introduce new or improved services, processes, methods of operation, procedures and/or equipment; and to otherwise direct employees.

Section 3.2. Policies, Rules, and Regulations. (a) (i) Consistent with Section 3.1 and except as amended by this Agreement, all employment policies, rules, and regulations, including ethics policies, in effect when this Agreement goes into effect shall continue to apply to bargaining unit employees but shall not be a part of this Agreement. Bargaining unit employees and the Guild will be notified of any changes in such policies. Upon written request by the Guild, the Parties shall meet and negotiate over the effects of any changes in such policies, rules, and regulations or new policies, rules, or regulations provided that the Employer may implement any change fourteen (14) calendar days after notice is given even if effects bargaining has not concluded.

(ii) “Pandemic”-Related Policies. Notwithstanding (i) immediately above, with respect to COVID or other similar health/safety-related policies, related government mandates, and related CDC guidelines, the Employer shall provide the Guild with not less than three (3) calendar days’ notice (excluding Saturdays and Sundays) of its intention to implement changes with respect to such matters relating to mandatory subjects of bargaining and, upon request, negotiate with the Guild over the effects of any such changes during a period of up to five (5) consecutive calendar days (including weekends) from the date of notice, after which the Employer may implement any changes with respect to such matters even if effects bargaining has not concluded.

(iii) The outcome of effects bargaining is the province of negotiations and shall not be subject to arbitration. Any agreement resulting from such negotiations shall be reduced to writing and shall be subject to arbitration in accordance with the agreement’s terms.

(b) Employees may, at the Employer’s discretion, be required to sign for or otherwise acknowledge receipt of new or revised policies, rules, or regulations.

Section 3.3. First Amendment Rights. The Employer has not waived any of its First Amendment rights and nothing in this Agreement shall be construed as limiting or modifying any of those rights, including the right of editorial control.

Section 3.4. NLRA Rights. Except as provided in this Agreement or any subsequent agreement of the Parties, the Guild and bargaining unit employees have not waived any of their rights, including Section 7 rights, under the National Labor Relations Act.

Section 3.5. Diversity Policy. (a) It is the Employer’s policy to promote a culture of inclusion, diversity and equity, with strong protection against discriminatory conduct. The Employer is committed to achieving a greater inclusion of women, people of color, LBTQ+, those with differing abilities, those having military experience, and other underrepresented groups in the workplace.

(b) Employees are encouraged to participate in our Parent(Gannett) Company’s Employee Resource Groups (ERGs), which are diverse, employee driven groups joined together based on shared characteristics or life experiences in the pursuit of recruiting and retaining diverse talent, strengthening professional growth, personal growth, and being inclusive without being exclusive. ERGs are diverse in membership and open to all employees.

(c) This Section 3.5 is subject to the grievance but not the arbitration provisions of Article IX (Grievance/Arbitration).

ARTICLE IV

NO STRIKE/NO LOCKOUT

Section 4.1. No Strike. There shall be no strikes of any kind, including sympathy strikes, acts honoring a picket line, sit downs, slow downs, intermittent strikes, work stoppages or boycotts of any kind, during the term of this Agreement. The Guild agrees that it will not authorize, ratify or condone any such activity proscribed herein.

Section 4.2. No Lockout. The Employer agrees that it will not lock out any employees during the term of this Agreement.

ARTICLE V

NEWS INTEGRITY

Section 5.1. Employer Control of Content and Editorial Integrity. (a) The Employer retains absolute discretion to determine the content of its newspaper or any other publication, such as the choice of material to go into the newspaper, and the decisions made as to limitations on the size and content of the newspaper, and the treatment of public issues and public officials.

(b) Nothing contained in Article V or any other provision of this Agreement limits the Employer's rights set forth in this Section 5.1, such rights being limited only to the extent provided at law, provided that this Section 5.1 shall not be interpreted as modifying an employee's privilege to withhold her/his byline/credit line for reasons of journalistic integrity as provided for in Section 5.4 below.

Section 5.2. No Distortions or Falsehoods. An employee shall not be permitted or required to process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false.

Section 5.3. No Exploitation of Position. No employee shall exploit her/his position with the Times-Union for personal gain or in the course of outside work.

Section 5.4. Bylines/Credit Lines. (a) Prepublication, for reasons of journalistic integrity, an employee may withhold her/his byline/credit line from content s/he created or contributed to, provided that the employee has conferred with the employee's manager concerning any objections in order to provide the Employer the opportunity to address any concerns. The Employer may run the story in its discretion in the absence of such byline/credit line.

(b) The privilege to withhold bylines/credit lines prepublication does not extend to the right to engage in byline/credit line strikes, defined as the withholding of the byline(s)/credit line(s) by one or more employees for reasons other than journalistic integrity. A byline/credit line strike does not include instances of group requests to withhold bylines/credit lines for reasons of journalistic integrity where each member of the group is involved in the coverage of a particular matter or subject. If the Employer believes the byline/credit line is being withheld for reasons other than those of journalistic integrity, it reserves the right to affix the byline/credit line and the Guild reserves the right to the grievance procedure for affixing of the byline/credit line over the employee's protest.

Section 5.5. No Advertorial Assignments. Journalists will not be required to produce advertorial materials.

Section 5.6. Letters to the Editor. An employee whose work or person is mentioned in a letter to the editor shall be informed of such letter whenever possible.

Section 5.7. Corrections, Retractions, and Related Matters. If a question arises as to the accuracy or fairness of published material, managers, whenever practical, will consult with the employee prior to the publication of a correction, retraction, or insertion of additional material.

Section 5.8. Assignment Despite Objection. An employee, who is assigned to write or prepare any material for publication which the employee believes compromises the employee's integrity, may not refuse the assignment. However, the employee may file a formal objection by completing an Assignment Despite Objection ("ADO") form specifying the objection and the reasons therefore. If Management disagrees, it will respond in writing within twenty-four (24) hours of receipt of the employee's ADO, and copies of the Employer's response, and any subsequent employee response, shall be given to the employee and the Guild. All ADOs and Employer responses shall be placed in the employee's personnel file. If the Employer affixes the employee's byline over the employee's objection, a grievance can be filed in accordance with Section 5.4 (b).

Section 5.9. Privilege against Disclosure and Authentication. (a) Except as otherwise provided below, no employee shall be requested to give up custody of notes, records, or documents, or disclose knowledge or information concerning same to any Party except the Employer and/or its representatives.

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

(c) The Employer shall notify the employee concerned of any demand on the Employer for surrender, disclosure or authentication of facts or other information gathered by an employee within the scope of their employment as part of the newsgathering process.

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

(e) The Employer agrees that in the event an employee is the subject of a subpoena, or is named as defendant in a legal action arising from the employee's role in the preparation of a published news story or from the employee's refusal to authenticate or disclose the source of a news account, counsel will be provided by the Employer for the employee's defense. The Employer also agrees to indemnify the employee against damages, loss of salary, benefits, and any other expenses incidental to a defense of the subpoena or the action.

The foregoing provision shall apply should an employee be called before a grand jury, legislative investigative panel, or other duly constituted legal commission or authority as a result of a published news story or from the employee's refusal to authenticate or disclose a source. However, the provision of counsel by Employer and/or the obligation to indemnify the employee shall be optional with the Employer where the issue is the employee's refusal to comply with an outstanding court order for the identification of a source, the production of documents, or the appearance before a court of tribunal to give testimony concerning any aspect of the newsgathering process.

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

(f) The Employer's obligations as specified in this Section 5.9 shall cease at the point at which the employee refuses to follow the advice of counsel provided by the Employer and/or elects to proceed on a course of action that is different than that recommended by counsel provided by the Employer.

ARTICLE VI

HIRING

Section 6.1. No Discrimination in Hiring. In accordance with applicable law, there shall be no discrimination against a prospective employee because of their membership or non-membership in the Guild or because of age, sex, race, ethnicity, color, creed, national origin, sexual orientation, gender identity, gender expression, religion, marital or parental status, physical and mental disabilities, or other legally protected status or classification.

Section 6.2. No Blacklisting. The Employer agrees not to enter into any agreement with any other employer binding such other employer not to offer or give employment to employees of the Employer.

Section 6.3. Selection of Candidates. The Employer retains the right to judge the competency, qualifications and abilities of applicants and shall determine and select the best qualified candidate.

Section 6.4. Salary History Inquiry. The Employer shall continue to observe its Salary History Inquiry Policy, which prohibits, among other things, asking applicants directly or indirectly, orally or in writing, about their salary history information during the hiring process, including in employment applications, interviews, or background checks, in accordance with the terms of that Salary History Inquiry Policy.

ARTICLE VII

ASSIGNMENTS, POSTING OF VACANCIES, PROMOTIONS, AND TRANSFERS

Section 7.1. Assignments of Work. Work assignments and changes therein shall be made at the Employer's discretion. Reporters, photographers, and copy editors may be assigned any work without regard to job title. Assignments shall not be used for punitive purposes. Such assignments may be temporary and/or intermittent in nature, depending on the needs of the newspaper. Other assignments may be regular rather than temporary or intermittent, but shall not be of a nature, by way of example, to make a reporter a de facto photographer or copy editor. The Employer recognizes that employees might not have as much expertise in performing new assignments not traditionally associated with their job title, but employees shall make a fair and reasonable effort to perform those new duties and functions to the best of their ability.

Section 7.2. Posting of Vacancies. The Employer shall post open positions within the bargaining unit generally describing the job and its qualifications. A copy of the posting shall be provided to a Guild representative who is a member of the bargaining unit and may be provided electronically. It is the intention of the Parties' that employees and the Guild be specifically notified of openings within the Jacksonville unit (and a posting on the Guild bulletin board will be considered as meeting this obligation). If an employee who applied for a transfer or promotion is not selected, upon the employee's request, a representative of management will meet with the employee to discuss why the employee was not selected.

Section 7.3. Right to Refuse a Promotion. No employee shall in any way be penalized for refusing to accept a promotion.

Section 7.4. Transfers. No employee shall be transferred by the Employer to a position outside of the bargaining unit, including to a subsidiary, related, or parent company of the Employer, without the employee's consent. Additionally, no employee shall be transferred to normally work out of a location more than twenty-five (25) miles from the Employer's business offices without their consent. It is understood that the prior sentence relates only to the relocation of an employee's normal work location and does not apply to assignments requiring employees to work more than twenty-five (25) miles from the Employer's business offices even for an extended period.

ARTICLE VIII

INFORMATION TO THE GUILD

Section 8.1. Information to be Furnished Quarterly. The Employer shall supply the Guild, on a quarterly basis, if requested, the following information with respect to bargaining unit employees:

- (a) Name, address, date of birth, and gender (as provided by the employee);
- (b) Social security number;
- (c) Minority status & disability (in each case as identified by the employee);
- (d) Years of service (defined as the total number of continuous years of employment at *The Florida Times-Union* and other legacy GateHouse business units. Additionally, years of service also includes years of continuous employment at Gannett business units for employees hired by *The Florida Times-Union* on or after November 14, 2019. Employment is deemed continuous unless there is a break in service of more than six (6) months or if an employee received separation pay or benefits);
- (e) Classification and job title (if different);
- (f) Total wage compensation and, upon request, the elements used to arrive at same (e.g., base wage plus merit pay); and
- (g) Average hours worked by part-time employees for the past six (6) month period.

Section 8.2. Information to be Furnished Monthly. The Employer shall supply the Guild, on a monthly basis, if requested, the following information with respect to bargaining unit employees:

- (a) All pay increases, including merit, bonuses, or other monetary compensation, granted by name of employee, individual amount, resulting new salary, and effective date;
- (b) Changes in job title or classification, any salary changes by reason thereof, and effective date; and
- (c) Resignations, retirements, and deaths and effective dates.

Section 8.3. Information concerning New Hires. Within seven (7) calendar days after the start date for a new employee, the Employer shall furnish the Guild, in writing, the information set forth at Section 8.1, and the start date with *The Florida Times-Union* (which may come in a separate report).

Section 8.4. Information concerning Employee Discipline. (a) The Guild will be promptly notified in writing with the reasons for any disciplinary action.

(b) The Guild will receive letters or memos warning of possible disciplinary action within seven (7) calendar days of the placement of such materials within an employee's personal file.

(c) This Section 8.4 shall not be construed as obligating the Employer to provide the Guild with any Performance Improvement Plan ("PIP") intended to provide an employee with coaching rather than constitute the imposition of discipline.

Section 8.5. Information Concerning Contract (Freelance) Work. The Employer shall provide the Guild with an annual report showing the amounts paid per month for contract (freelance) work. The report shall identify the individual performing the work, the general area in which the work is performed (e.g., sports, photo, lifestyles, etc.), and the monthly amounts paid.

Section 8.6. Other Information Requested by the Guild. The Employer shall respond to all information requests from the Guild consistent with applicable law.

ARTICLE IX

GRIEVANCE & ARBITRATION PROCEDURE

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

(b) A grievance committee of not more than two (2) *The Florida Times-Union* bargaining unit employees designated by the Guild and not more than two (2) Management representatives designated by the Company shall discuss a timely grievance. The Guild may substitute a CWA representative for one of the two (2) *The Florida Times-Union* bargaining unit employees designated by the Guild. Such meeting shall be held as promptly as possible after the Company receives the written grievance, but in any case within twenty-eight (28) calendar days thereafter.

(c) If the grievance committee resolves the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each Party and, if applicable, affected employee(s). If the grievance committee is not able to resolve the dispute, the Company, or its designated representative, shall respond to the grievance in writing within fourteen (14) calendar days of the meeting.

Section 9.2. Arbitration. (a) In the event the procedure in Section 9.1 (Grievance Procedure) above does not result in a resolution of the grievance and/or the Company fails to respond within the fourteen (14) calendar-day time period in Section 9.1 (Grievance Procedure), the Guild may submit

the matter to arbitration. To be timely, a demand for arbitration must be served within thirty-five (35) calendar days after the Company's written response to the grievance or the expiration of the fourteen (14) calendar-day time period for such response, whichever is earlier. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Company and the Guild may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

(b) Grievances may not be consolidated for arbitration unless the Parties agree to do so in writing. However, contemporaneous occurrences or non-occurrences that affect numerous similarly situated employees may be combined in a single grievance.

(c) In the event that the dispute is not timely grieved, is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed, withdrawn, and/or waived.

(d) If the grievance committee cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from an arbitration panel obtained from the Federal Mediation and Conciliation Service (FMCS). The Party demanding arbitration shall request a panel of seven arbitrators, including the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. If the Parties cannot agree on one of the seven arbitrators listed on the panel, the Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected.

(e) After an arbitrator is selected, the arbitration hearing shall be held promptly. Each Party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by the Company and the Guild, except that no Party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Either Party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The Party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other Party shall pay the cost of a copy of the transcript for itself, if requested. If any Party refuses to pay its share of the cost of a stenographic record of the hearing, the Party waives its right to receive or view any copy of the transcript or the original transcript.

Section 9.3. Authority of the Arbitrator. (a) The arbitrator shall limit their decision to the settlement of the written grievance before him/her and to the application and interpretation of the provision(s) of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.

(b) The award of the arbitrator shall be in writing, and shall be final, conclusive, and binding on the Company, the Guild, the grievant(s), and the employees(s) involved.

(c) In the event the arbitrator awards back wages or other retroactive relief, such remedy shall not be retroactive any earlier than twenty-eight (28) calendar days before the written grievance was received by the Company. No award of back wages shall exceed the amount of wages the employee would otherwise have earned at *The Florida Times-Union* for the relevant time period, less any

unemployment, workers' compensation, and/or disability benefits they received during the same time period, and less any other income that would not have been available or earned had the employee retained their employment with the Company.

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

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

ARTICLE X

DISCIPLINE, DISCHARGE & UNLAWFUL DISCRIMINATION

Section 10.1. No Discrimination. (a) In accordance with applicable law, there shall be no discrimination against any employee by the Employer or the Guild with respect to any term and condition of employment, including but not limited to the continuation of employment, because of her/his membership or non-membership in the Guild or because of age, sex, race, ethnicity, color, creed, national origin, sexual orientation, gender identity, gender expression, religion, marital or parental status, physical and mental disabilities, or other legal protected status or classification.

(b) Discipline and Discharge. There shall be no discipline or discharge except for just and sufficient cause, to reduce the force or during a probationary period, as provided in Section 10.4 (Probationary Period) below.

Section 10.2. Progressive Discipline. In determining whether to discipline and the level of discipline, the Company may consider the severity of the conduct, the frequency of the conduct, the length of time between instances of the conduct, the employee's prior disciplinary record, the employee's length of employment, and any other relevant circumstances and information, including any mitigating factors relating to the underlying event. The Guild and the Company agree to adopt a program of progressive discipline and the following sequence of discipline shall generally be followed:

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

The Company reserves the right to invoke any step in the progressive disciplinary sequence at any time, including summary discharge without prior warning for gross misconduct. Except as

otherwise provided in this Agreement, the Guild may grieve any discipline or discharge, as provided for in the Article IX (Grievance & Arbitration Procedure). For any step prior to termination, Management may utilize any disciplinary step more than once.

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

Section 10.4. Probationary Period. Employees will be considered probationary during their first ninety (90) days of employment. This probationary period may be extended up to ninety (90) days by mutual agreement between the Company and the Guild. The Guild recognizes the right of the Company to discipline and/or discharge new employees anytime during the probationary period and the discipline and/or discharge shall not be subject to the Article IX (Grievance & Arbitration Procedure) in this Agreement.

Section 10.5. Employee Criticisms. The Employer shall promptly furnish to the employee and to the Guild a copy of any criticism placed in the employee's personnel file. The employee shall be allowed to place in such a file a response to anything contained therein which an employee deems to be adverse. Any such response will be written on an employee's own time and not done during working time. An employee and/or the Guild may review their personnel file by making an appointment with the Human Resources Department.

Section 10.6. "Weingarten Rights." In accordance with applicable law, employees *shall* have the right to have, upon request, a union representative present with them during any investigative interview that may lead to the discipline of that employee.

ARTICLE XI

DISMISSALS TO REDUCE THE FORCE

&

SEVERANCE PAY/BENEFITS

Section 11.1. Dismissals to Reduce the Force. (a) Dismissals to reduce the force, as distinguished from dismissals for just and sufficient cause, shall not be made until the Employer notifies the Guild at least fourteen (14) calendar days in advance of its intention to reduce the force or provides two (2) weeks' pay in lieu of notice. Such notice shall specify the job-title groupings to be included and the number of employees in each job-title grouping. During the fourteen (14) day period, the Employer shall accept any and all volunteers who have thirty (30) or more years of service who work in an affected job-title groupings, up to the total number of reductions sought in a given job-title grouping., The employer will consider other volunteers with fewer than thirty (30) years of service, but acceptance of such volunteers is at the discretion of management and shall not be subject to the provisions of Article IX (Grievance & Arbitration Procedure). Should there be more

volunteers who apply than are needed to eliminate the necessity for a reduction in force in a given job-title grouping, the most senior employees who volunteer shall be those who are accepted, provided the Employer, in its discretion, may select additional volunteers beyond the number needed. Volunteers shall be eligible for severance pay in accordance with the terms of Section 11.4 (Severance Pay), and each accepted volunteer within a job-title group subjected to layoff shall reduce by one the number of employees in that job-title grouping to be dismissed.

(b) Neither the decision to dismiss to reduce the force nor the validity of the facts supporting the dismissal to reduce the force shall be subject to the provisions of Article IX (Grievance & Arbitration Procedure). Whether the Employer has made reductions in accordance with the terms of this Agreement is, however, subject to the provisions of Article IX (Grievance & Arbitration Procedure).

(c) Dismissal to reduce the force, if any, shall generally be made in inverse order of seniority within the job title-groupings affected, but the Employer may skip over up to three (3) employees in Group I (the job-title grouping of (“News”) and may skip over one (1) employee in any other job title-grouping. The seniority ranking within job title groupings as of the date of execution of this Agreement is set forth at Appendix C (Seniority Grouping).

(d) For purposes of this Section 11.1, the job titles and groupings are as follows:

- Group I (“News”): This group includes the job titles of News Reporter, Features Reporter, and News Columnist;
- Group II (“Sports”): This group includes the job titles of Sports Reporter and Sports Columnist;
- Group III (“Photographers”): This group includes the job titles Photographer and Videographer; and
- Individual Job Titles: The following job titles are not grouped with each other or any other job titles: assistant metro editor, digital producer/multimedia producer, writer and editorial assistant.

(e) Employees dismissed to reduce the force shall be eligible for severance pay in accordance with the terms of Section 11.4 (Severance Pay).

Section 11.2. Seniority. (a) For purposes of this Article, seniority shall mean all years of continuous employment at *The Florida Times-Union* as a regular full-time employee. Employment shall be deemed continuous unless there is a break in service of six (6) months or more or if an employee received severance pay or other separation benefits.

(b) For purposes of benefit entitlement (including severance pay/benefits), seniority shall be defined as the total number of consecutive years of employment at *The Florida Times-Union* and

other legacy Gatehouse business units. Additionally, seniority shall also include years of continuous employment at Gannett (including legacy Gannett) business units for employees hired by *The Florida Times- Union* on or after November 14, 2019. The date of hire for purposes of severance calculations for all bargaining unit employees as of the date of this Agreement is set forth in Appendix D (Date of Hire).

Section 11.3. Consideration for Open Position. In the event an employee is selected for dismissal as provided for in Section 11.1, while another position remains vacant, upon request the employee shall be considered for placement in any position in which they have relevant skills. The Employer shall retain the freedom to decide whether the employee is appropriate for placement in the vacant position and/or whether or when the vacant position will be filled.

Section 11.4. Severance Pay. (a) A regular full-time employee terminated pursuant to Section 11.1 (Dismissals to Reduce the Force) who has completed at least ninety (90) days of employment shall be eligible for one (1) week of regular pay for each completed year of service or major portion thereof with a minimum of three (3) weeks to a maximum of twenty-eight (28) weeks. A “major portion” shall be defined as more than six (6) months of service in which case that will count as a full year of service for purposes of calculating severance pay. In addition to severance pay, regular full-time employees shall be eligible for a transition payment and outplacement assistance on the same basis as employees of *The Florida Times-Union* not covered by a collective bargaining agreement, provided the transition payment shall not be in a gross amount of less than fifteen hundred dollars (\$1,500).

(b) Severance pay will be based on the employee’s current base rate of pay.

(c) Severance will be paid bi-weekly in installments equal to the gross amount of the employee’s regular bi-weekly paycheck, except the final installment may be a lesser amount based on the balance owed.

(d) To receive severance pay an employee must sign, and thereafter not revoke, a waiver, release and covenant not to sue (“Release”) as prepared by the Employer. The Employer shall be responsible for ensuring that the Release is in accordance with applicable law.

(e) The Release will not include a provision that would prohibit an employee from seeking employment with a competitor and will provide that while the employee is not precluded from seeking re-employment with the Company or any of its related or affiliated entities, the Company makes no promise (explicit or implicit) of re-employment and, further, should an employee apply or reapply and not be offered a position with the Company or any of its related to affiliated entities, the employee agrees that entering into this agreement will not be the basis for any claim of retaliation by the Company for not employing or re-employing the employee.

Section 11.5. Termination Incentives. (a) The Employer, at its discretion, may enter into individual discussions with employees and may offer monetary payments or other incentives in exchange for an employee’s voluntary termination of employment, provided the Employer shall offer an option

that is at least equal to the value of severance as provided in Section 11.4 (Severance Pay). The Employer shall notify the Guild of the terms of any such offers made to the employee(s) after the offer is made. If the Employer offers termination incentives to a group of employees, the Employer shall notify the Guild in advance of the terms of any such offers to be made to employees. In any group offering of termination incentives initiated by the Employer, the Employer shall offer an option that is at least equal to the value of severance as provided in Section 11.4 (Severance Pay) to be paid to each employee who accepts a group termination incentive and voluntarily resigns. Alternatively, an employee freely and of their own volition and without coercion may initiate a discussion of termination incentives. When an employee initiates such an offer, the amount of the termination incentive may be any sum and on any terms agreeable to the employee and the Employer. In such employee-initiated discussions, the Employer shall notify the Guild of the terms after the offer is made. In all instances the payment of termination incentives (e.g., severance pay and/or separation benefits) will be contingent upon the employee signing, and thereafter not revoking, a waiver, release, and covenant not to sue prepared by the Employer.

(b) Subsection (a) shall not apply to discussions relating to the settlement of a grievance or with respect to disciplinary action.

Section 11.6. Payment in Event of Death. In the event of an employee's death while receiving severance pay or termination incentives, the balance owed shall be paid to the employee's estate.

ARTICLE XII

WAGES & SALARIES

Section 12.1. Minimum Rates of Pay. (a) The following minimum wages and/or salaries for full-time employees shall be in effect during the term of this Agreement.

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

- Not less than \$40,000 per year upon hire;
- Not less than \$45,000 per year after the completion of five (5) years' of employment at *The Florida Times-Union*; and
- Not less than \$50,000 per year after the completion of ten (10) years' of employment at *The Florida Times-Union*.

(c) With respect to individual employees who first reach the relevant years of service "milestone" after the first day of the first full payroll period following acceptance of this Agreement, these minimums will go into effect the first day of the first payroll period immediately following the full-time journalist's anniversary date of employment at *The Florida Times-Union*.

(d) Effective the first day of the first full payroll period following acceptance of this Agreement, the minimum annual wage for a full-time editor in the bargaining unit shall be not less than \$55,000 per year.

(e) Effective the first day of the first full payroll period following acceptance of this Agreement, the minimum annual wage for a full-time columnist shall be not less than \$55,000 per year.

Section 12.2. Other Minimum Rates. (a) Effective the first day of the first full payroll period following acceptance of this Agreement, editorial assistants shall be paid not less than \$16.00 per hour and office clericals shall be paid not less than \$15.00 per hour.

(b) The Company will ensure that interns shall receive not less than the minimum wage, which may be paid in whole or in part by a third-party.

(c) Neither this Article XII (Wages & Salaries) nor Article XIII (General Wage Provisions) shall be construed as modifying the wage provisions of Article XXIV (Part-Time and Temporary Employees & Journalism Fellow).

Section 12.3. No Maintenance of Differentials. The establishment of minimum rates in this Agreement does not provide for an increase to any employee paid at or above those minimum rates. Increases beyond the minimum rates and the payment of bonuses are separately provided for in Section 12.5 below.

Section 12.4. Minimums for New Positions. If the Employer intends to create a new bargaining unit position, the Employer will notify the Guild and provide a description of the general duties of and the job title of the new position at least two (2) weeks in advance of the position being filled. Upon request, the Parties will meet to negotiate the minimum rates for that new position. If the Parties cannot reach an agreement on minimum rates within the 2-week notice period, the Employer may assign a minimum rate consistent with Section 12.1. This Section 12.4 is not subject to the grievance or arbitration provisions (Article IX) of this Agreement.

Section 12.5. Increases Beyond Minimums. (a) Effective the first full payroll period twelve (12) months after the acceptance of this Agreement, employees named in Appendices E and F shall receive a \$0.60 cents per hour increase in their straight time hourly rate or, in the case of salaried employees, a \$24.00 increase in their weekly salary. Consistent with Appendices E and F, they shall also receive the bonuses as provided for in Section 12.5 (b)(i).

(b) Bonuses. (i) In consideration for acceptance of this Agreement, employees named in Appendix E shall receive a signing bonus in the gross amount \$1,200, less applicable deductions (\$600 to named part-time employees), to be paid in a regular payroll period commencing within thirty (30) days of acceptance of this Agreement. In that same payroll period, employees named in Appendix F shall be paid an adjusted signing bonus as provided therein.

(ii) To be eligible for any bonus, a named employee must be on the active payroll of *The Florida Times-Union* during the payroll period when the payment is to be made as provided for above.

ARTICLE XIII

GENERAL WAGE PROVISIONS

Section 13.1. Pay above Minimums/Discretionary Pay. (a) The Employer, in its sole discretion, may start an employee hired or transferred into the bargaining unit at rates above the minimums set forth in Article XII (Wages & Salaries).

(b) In its sole discretion, the Employer may at any time, including after the Agreement has expired and/or during negotiations, provide raises and/or bonuses in excess of those required by this Agreement. This Section 13.1 applies to all types of compensation for the performance of services by an employee for the Employer. Additionally, the Employer may grant pay above the contractual minimums or bonuses to employees for special projects or assignments of additional duties. Such pay above scale may be ended when the assignment or additional duties end.

(c) The minimum wage rates established herein are minimums only. Nothing herein shall be construed to alter or modify the right of employees to bargain for individual pay increases or bonuses on their own behalf, including after the Agreement has expired and/or during negotiations.

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

(e) This Section 13.1 is not subject to the grievance or arbitration provisions (Article IX) of this Agreement.

Section 13.2. No Reduction in Hourly Rates or Salaries. There shall be no reduction in hourly rates or salaries paid to employees solely as result of putting this Agreement in effect. Hourly rates for salaries can be reduced if an employee accepts a demotion.

Section 13.3. Payment of Wages. (a) Wages shall be paid weekly or bi-weekly, unless otherwise mutually agreed to by the Employer and the Guild.

(b) The Employer in its sole discretion may change paydays and pay periods, provided that bargaining unit employees shall have the same paydays and pay periods as the Employer's non-union employees. Before implementing any such change, the Employer will notify the Guild at least two (2) weeks prior to the change and, upon request, meet to discuss the same.

(c) The Employer shall offer to pay wages and salary via direct deposit, provided, in accordance with applicable law, it shall offer employees the option of being paid by check.

Section 13.4. Salaried Employees. (a) In accordance with applicable federal and state law, the Employer, at its discretion, may treat any employee paid more than the minimum salary level for exempt employees under the Fair Labor Standards Act and state law as a salaried, exempt employee, provided that no reporter, photographer, writer, or producer with an annual wage rate/salary level of less than \$55,000 shall be hired as or converted to salaried-exempt.

(b) Weekly salaries paid to employees who are exempt from the overtime and time-recording requirements of the FLSA constitute their full wage compensation for all hours worked in the workweek and no other provision of this Agreement shall be construed as increasing their weekly salary/wage compensation.

(c) Editors and columnists are salaried employees and salaried positions. There are currently no other salaried employees in the bargaining unit and the Employer agrees that, for the term of this Agreement, it will not treat any of its current reporters, photographers, writers, or producers as salaried exempt employees under the Fair Labor Standards Act and state law so long as they remain in their current classification as a reporter, photographer, writer, or producer at The Florida Times-Union unless mutually agreed to by Employer and the Guild. Anyone not currently a member of the bargaining unit who subsequently becomes a bargaining unit employee (e.g., a new hire or transferee) may be treated as a salaried exempt employee so long as they meet the requirements of Section 13.4 (a). The names of the current reporters, photographers, writers, or producers are set forth in Appendix G.

ARTICLE XIV

ANNUAL PERFORMANCE EVALUATIONS

Section 14.1. Annual Performance Evaluations and Development Reviews. (a) At least once a year, employees may be given a performance and development review, which may include goal setting and an employee self-review. An employee will be given the opportunity to respond to their evaluation and any written response will be included in the employee's personnel file.

(b) An employee who does not agree with their performance and development review may promptly appeal it to the Editor (or their designee). The decision of the Editor and/or their designee shall be final.

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

(d) This Section 14.1 is not subject to the grievance or arbitration provisions Article IX (Grievance & Arbitration Procedure) of this Agreement.

ARTICLE XV

HOURS, PREMIUM PAY & OVERTIME

Section 15.1. Normal Workday. The normal workday for full-time employees consists of eight (8) hours falling within nine (9) consecutive hours. The normal workday for part-time employees shall be as assigned by the Employer.

Section 15.2. Normal Workweek. The normal workweek for full-time employees consists of up to five (5) shifts and is forty (40) hours. The normal workweek for part-time employees is *fewer* than thirty (30) hours.

Section 15.3. Overtime. (a) Overtime shall be paid in accordance with the Fair Labor Standards Act ("FLSA") and compensated for at the rate of time and one-half (1-1/2). Consistent with the FLSA, this means that:

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

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

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

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

Section 15.4. Work Schedules. (a) Changes in an employee's normal work week or normal workday (e.g., a change from working 9 am – 5 pm Monday through Friday to working 3 pm – midnight Wednesday through Sunday), as distinguished from temporary changes in daily hours, shall be made with one (1) week's advance notice given to the employee. A shorter notice period can be used if mutually agreed to by the employee or if an emergency exists. Upon an employee's

request and with the supervisor's approval, unpaid time off may be granted, such time to be made up during the workweek at a mutually agreeable time.

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

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

ARTICLE XVI

HOLIDAYS

Section 16.1. Holidays. (a) Regular full-time employees shall have the following holidays with full pay:

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

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

(c) Holiday Worked. (i) Eligible full-time non-exempt employees who work on an Employer-observed holiday will be paid a premium of time and one-half for all hours worked on the holiday. They will also receive an additional day off with pay scheduled at a time mutually acceptable to their supervisor.

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

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

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

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

Section 16.2. Floating Holidays. (a) Regular full-time employees shall be eligible for three (3) floating holidays per calendar-year.

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

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

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

ARTICLE XVII

PAID TIME OFF

Section 17.1. Paid Time Off. (a) Vacations, sick leave, floating holidays and personal days shall remain unchanged through December 31, 2023. Effective January 1, 2024, employees working forty (40) hours per week shall be eligible for PTO in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Accrued per Pay Period</u>	<u>Maximum Days Accrued per Year</u>
0-2 years	4.615	15
3-9 years	7.692	25
10-24 years	8.615	28
25 + years	9.846	32

Accrual rates shall change during the year in which an employee celebrates their employment anniversary. By way of example only, an employee whose third anniversary of employment falls on July 1 shall accrue PTO at the 3-9 year rate effective January 1 of that same year.

(b) Employees hired to work more than thirty (30) hours but fewer than forty (40) hours per week shall accrue PTO on a pro-rata basis.

(c) Except to the extent otherwise required by law, hours not paid for by the Employer shall not count toward the accrual of PTO, provided further that an employee off on worker's compensation or FMLA leave shall continue to accrue PTO. The accrual of PTO while on Military Leave shall be in accordance with Article XXI (Leaves of Absence).

Section 17.2. Use and Accrual. (a) Except as otherwise required by law and/or as provided for in Section 17.2 (b), PTO must be taken during the year accrued. PTO may be used only in half-day increments or more by employees who are exempt from the overtime and time-recording requirements of the Fair Labor Standards Act. Hourly, overtime eligible employees may use PTO in increments of one (1) hour or more, up to a maximum per day equal to regularly scheduled hours.

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

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

Section 17.3. Scheduling. (a) PTO used in Blocks of Five (5) Days or More. PTO requests for five (5) or more full, consecutive workdays shall be scheduled in the following manner. Requests for the first nine months of the calendar year that are received before January 31 shall be granted by seniority within a job title. After January 31, any requests submitted at least two (2) weeks in advance shall be granted on a first-come, first-served basis, provided that the Employer may waive the notice requirement. In all circumstances, employees requesting to use PTO in conjunction with military leave will be given first consideration and preference. Further, the Employer shall not be required to rescind requests that have been granted consistent with the procedures described herein.

Consistent with operational needs, the Employer will make a reasonable effort to accommodate PTO requests.

With respect to PTO to be taken during the period from October 1 to December 31, employees shall submit their requests for time off by September 15, unless waived by the Employer, so the Employer can plan for adequate coverage. Requests received by September 15 shall be granted by seniority within a job title. Requests made after September 15 shall be granted on a first-come, first-served basis, as operational needs allow.

The Parties further recognize that, from time to time, employees may request the use of PTO during any period in a calendar year for an exceptional event such as a wedding or a vacation requiring substantial advance planning. Employees should bring such requests to the Employer's attention as soon as possible, particularly with respect to PTO to be taken in the fourth quarter, and the Employer will make every reasonable effort to accommodate the request. Once such a request is granted by the Employer, it shall not be subject to rescission.

(b) Request for Fewer than Five (5) Days. Except as provided for in Section 17.4 below, PTO requests for fewer than five (5) full consecutive workdays and all requests for partial workdays shall be considered on a first-come, first-served basis upon two (2) weeks' advance notice, provided that the Employer may waive the notice requirement. A reasonable effort will be made to grant a timely request, but the Employer reserves the right to deny any request for operational reasons. In the case of simultaneous requests, employees with greater seniority will be given preference, consistent with operational needs.

Section 17.4. PTO (or Unpaid Time) for Purposes of Illness, Injury, or Emergency. (a) Except in the event of an emergency, an employee who takes an unscheduled day off (whether or not the day off is a paid day) is required to notify their supervisor before the scheduled start of their workday. Notification may be made by text, email, phone, and/or leaving a voicemail message on the supervisor's phone. In the event that an employee may require more time off than one (1) unscheduled day off, the employee must follow up with the supervisor on each day of absence. If an employee is incapacitated or otherwise unable to call, a family member may call.

(b) Employees who are absent for three (3) or more consecutive days due to illness or injury, or in circumstances where the Employer believes an unscheduled day off has not been taken for the stated or legitimate reasons, may be required to provide a physician's statement verifying the illness or injury and its beginning and expected ending dates.

Section 17.5. Payout upon Separation. (a) All accrued, unused PTO will be paid out upon separation from employment if the employee has completed their probationary period, unless otherwise required by law.

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

Section 17.6. Use of Any Form of Paid Time Off in lieu of Unpaid Time Off. In accordance with applicable law, the Employer reserves the right to require the use of PTO or any other form of paid time off in lieu of unpaid time off, and the employee also reserves the right to use such paid time off in lieu of unpaid time off, for example in conjunction with FMLA. This Section 17.6, however, the Employer's right does not apply to Guild Leave (Section 21.6).

Section 17.7. Days of Cultural, Religious, or Other Matters of Personal Significance. (a). PTO may be requested for days of cultural, religious, or other days of personal significance, and such reasonable requests will normally be given preference over others. Such time must be requested and will be scheduled in accordance with Section 17.3 (Scheduling).

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

Section 17.8. Remote Work. From time-to-time, employees may want to work remotely because they don't feel well, because a repair person is scheduled to come to their home, because of childcare issues, or similar situations. Under such circumstances, employees are free, as they have been in the past, to bring their requests to work remotely to Management's (typically the Editor's) attention. As a general rule, such requests should be brought to Management's attention as far in advance as is reasonably practical. Management will consider such requests and determine if there is a way to accommodate them, for example, by allowing employees to switch assignments. Except to the extent otherwise provided by law, however, Management retains sole discretion as to how such requests are handled and the decision is not subject to arbitration.

ARTICLE XVIII

BENEFIT PLANS

Section 18.1. Medical Plan. (a) The medical plan currently in effect for bargaining unit employees remain in effect through December 31, 2023, with no change to plan design, including co-pays, deductibles, out-of-pocket maximums, or any associated HSA contributions. Notwithstanding the foregoing, changes to plan design may be made prior to December 31, 2023 as required by applicable law or by mutual agreement between the Employer and the Guild.

Effective January 1, 2024, the Employer shall make available to all bargaining unit employees the same health insurance plan(s) available to non-union employees of *The Florida Times-Union*, subject to amendments that may be made to those plans from time-to-time without the need for further bargaining. Plan design, including benefit levels, co-payments, co-insurance, out-of-pocket maximums, and deductibles shall be equivalent to those offered non-union employees of *The Florida Times-Union*.

(b) Premiums. There shall be no change in employee premium contributions through December 31, 2023. Effective January 1, 2024, employee premium contributions in 2024 and subsequent years shall be equivalent to the premium contributions of non-union employee at *The Florida*

Times-Union and the Employer annual HSA contribution for bargaining unit employees shall be equivalent to the Employer annual HSA contribution for non-union employees of *The Florida Times-Union*.

(c) Either Party may propose changes to the foregoing provisions of Section 18.1 in negotiations for a successor collective bargaining agreement, but it is understood that this “same basis” practice will continue during negotiations as the status quo consistent with applicable law.

Section 18.2. Dental and Vision Plans. (a) Dental and Vision plans currently in effect for bargaining unit employees shall remain in effect through December 31, 2023, with no change to employee premiums, plan design, including co-pays, deductibles, or out-of-pocket maximums. Notwithstanding the foregoing, changes in plan design may be made prior to December 31, 2023 as required by applicable law or by mutual agreement between the Employer and the Guild.

(b) Effective January 1, 2024, bargaining unit employees shall be eligible to participate in the same dental and/or vision plan(s) on exactly the same basis and to the same extent as employees of *The Florida Times-Union* not covered by a collective bargaining agreement.

(c) The benefits of the dental and/or vision plan(s) may be supplemented, enhanced, reduced or eliminated, the specific benefits, terms and conditions of these plans may be modified, and the costs, if any, associated with participation in these benefits, may be increased or decreased, it being understood that any such changes shall be on the same basis and to the same extent as applicable to employees of *The Florida Times-Union* not covered by a collective bargaining agreement. Either Party may propose changes in these benefits in negotiations for a successor collective bargaining agreement, but it is understood that this “same basis” practice will continue during negotiations as the status quo consistent with applicable law. If the Employer announces the elimination of the dental and/or vision plan(s), the Employer will bargain with the Guild over the effects of the elimination.

Section 18.3. 401(k) Plan. (a) Through December 31, 2023, the Employer shall continue the Employer match at the current rate. Effective January 1, 2024, bargaining unit employees shall be eligible to participate in the 401(k) plan on exactly the same basis and to the same extent as employees of *The Florida Times-Union* not covered by a collective bargaining agreement.

(b) The benefits of the 401(k) plan may be supplemented, enhanced, reduced or eliminated, the specific benefits, terms and conditions of these plans may be modified, and the costs, if any, associated with participation in these benefits, may be increased or decreased, it being understood that any such changes shall be on the same basis and to the same extent as applicable to employees of *The Florida Times-Union* not covered by a collective bargaining agreement. Either Party may propose changes in this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this “same basis” practice will continue during negotiations as the status quo consistent with applicable law. If the Employer announces the elimination of a 401(k) plan, the Employer will bargain with the Guild over the effects of the elimination.

Section 18.4. Other Benefits. Except as otherwise provided for in this Agreement, full-time and eligible part-times employees shall be eligible to participate in the same benefit plans and benefits (e.g., disability plan(s), life and AD&D insurance, pet insurance, etc.) on exactly the same basis and to the same extent as employees of *The Florida Times-Union* not covered by a collective bargaining agreement, subject to changes (i.e., supplemented, enhanced, reduced, or eliminated benefits) made at the Employer's discretion at any time without the need for further bargaining.

ARTICLE XIX

EQUIPMENT

Section 19.1. Equipment. Equipment not otherwise mentioned in this Agreement that the Employer deems necessary will be furnished by the Employer. Except with respect to equipment for which employees receive a reimbursement (e.g., vehicles, mobile phones), employees shall not be expected to use their personal equipment to perform their assigned work.

ARTICLE XX

EXPENSES

Section 20.1. Expenses. The Employer shall pay all authorized expenses incurred by an employee in the service of the Employer.

Section 20.2. Mileage. Employees required to use their own vehicles for business purposes shall be reimbursed at the same rate and to the same extent as non-union employees of *The Florida Times-Union*, but in no event shall the mileage rate be more than twenty-five cents (\$0.25) below the IRS allowable mileage rate.

Section 20.3. Mobile Phone Reimbursement. Consistent with IRS regulations, employees who are required to use their personal mobile phone for business purposes shall be reimbursed up to \$50 per month. Employees shall be required to submit reasonably required documentation showing mobile phone expenses no later than the 15th of the month following the billing period. It is understood that employees shall not be reimbursed for non-qualifying expenses such as mobile phone insurance or installments to pay off the purchase of a mobile phone.

Section 20.4. Meal Allowance. Reasonable meal costs, not to exceed fifty-five dollars (\$55) per day, incurred because of the requirements of the job, will be reimbursed to the employee. Reimbursement is contingent on the employee submitting the original expense receipt (not a copy of a credit card bill) indicating whether the meal was on or off-site and shall include the meal attendee information.

ARTICLE XXI

LEAVES OF ABSENCE

Section 21.1. Discretionary Unpaid Leaves. The Employer, at its discretion, may grant employee unpaid leaves of absence, which shall be on a non-precedential basis. The Employer will consider the employee's written request for a discretionary leave of absence. If it is not granted in writing within fourteen (14) calendar days it shall be deemed as denied.

Section 21.2. Emergency Leaves. The Employer shall consider requests for leave or paid leave and may grant same for a period set by the Employer where personal or family emergencies exist, which shall be on non-precedential basis. With the Employer's approval, employees may use accrued but unused vacation days and/or personal days for approved emergency leaves.

Section 21.3. Jury Leave. (a) Full-time and regular part-time employees regularly scheduled to work thirty (30) or more hours a week are eligible for paid jury duty leave; temporary employees are not. Part-time employees not eligible for jury leave and temporary employees will be allowed to take unpaid time off if summoned for jury duty.

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

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

(d) Schedules may be reasonably changed by the Employer in order to accommodate jury duty. Employees will not be required to work the night before jury duty or on a day when they are a juror, except as provided for in Section 21.3 (b).

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

Section 21.4. Voting Leave. Employees are allowed up to two (2) hours with pay to vote, if they do not have two (2) hours continuous off-duty time while the polls are open.

Section 21.5. FMLA Leave. All leaves of absence provisions of this Agreement shall be applied consistent with the requirements of the Family and Medical Leave Act of 1993 (FMLA). The Parties agree that the Employer may require the following: (1) that an Employee use at the beginning of a FMLA leave all unused PTO which the Employee may have before becoming eligible for unpaid FMLA leave. PTO so taken shall be counted towards the twelve (12) weeks of FMLA leave; (2) that an Employee's paid sick leave for a "serious health condition" shall be

counted toward the Employee's twelve (12) week entitlement under FMLA. The Employer will utilize a twelve (12) month period measured forward from the first date an employee uses FMLA leave to determine whether an employee is entitled to additional FMLA leave.

Section 21.6. Funeral/Bereavement Leave. (a) Full-time and part-time employees regularly scheduled to work thirty (30) or more hours a week are eligible to use up to five (5) days paid bereavement leave (with an additional two (2) paid days for out of state travel approved by the Employer) for immediate family, defined as spouse/domestic partner, children and stepchildren, parents and stepparents, siblings, stepsiblings, siblings-in-law, mother/father-in-law, grandparents and grandparents-in-law, and grandchildren. Additionally, up to three (3) days of paid bereavement leave may be granted, with Employer approval, for the death of a loved one who was not an immediate family member.

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

Section 21.7. Parental Leave. (a) Full-time and part-time employees regularly scheduled to work thirty (30) or more hours a week are eligible to participate in the Paid Parental Leave (PPL) currently in effect for full-time and part-time employees outside of the bargaining unit.

(b) This policy generally provides for up to six (6) weeks of PPL to such employees who have become parents by birth, adoption, surrogacy, or foster care placement. PPL must be taken within twelve (12) months following the birth of the employee's child, adoption, surrogacy, or foster care placement. PPL runs concurrently with Family Medical Leave (FML). It is recognized that PPL may continue to run after Family Medical Leave is exhausted because the employee was recovering from giving birth or the FML entitlement was used for some other reason prior to the need/ability to use PPL arose, provided further that this shall not be construed as increasing PPL beyond six (6) weeks or modifying the Parties' rights under FMLA.

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

(d) PPL may be taken in one-week increments or for six (6) consecutive weeks within twelve (12) months of the date of the birth, adoption, surrogacy, or foster care placement. Multiple births, adoptions, surrogacies or foster care placements (e.g., the birth of twins or the adoption of siblings) do not increase the 6-week total amount of PPL granted for that event. Employees cannot receive more than six (6) weeks of PPL granted in a rolling 12-month period regardless of whether more than one (1) birth, adoption, surrogacy, or foster care placement event occurs within the same 12-month time frame.

(e) When an employee gives birth, the six (6) weeks of PPL can commence at the conclusion of any Short-Term Disability (STD) leave/benefit provided for the employee's own medical recovery following childbirth.

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

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

Section 21.8. Military Leave. (a) An employee who has left or leaves the employment of the Publisher to enter any kind of military service of the U.S. government or of any state, territory or federal district of the United States or service with any organization which is in lieu of such service, shall be considered an employee on leave of absence, such absence not to exceed five (5) years, and on release from such service, unless dishonorably discharged therefrom, shall resume the same position or a comparable one with a salary no less than what the employee would have received if employment with the Publisher had been continuous.

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

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

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

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

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

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

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

Section 21.9. Domestic Violence Leave. (a) The Employer shall provide eligible employees with up to three (3) working days of unpaid leave in any twelve (12) month period if the employee or a family or household member of the employee is victim of domestic violence.

- i. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, false imprisonment, or criminal offense resulting in physical injury or death of one family or household member by another family or household member; or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.
- ii. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as a family or who resided together in the past as if a family, and persons who are parents of child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

(b) To be eligible for Domestic Violence Leave and employee must:

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

Section 21.10. Union Business Leave. (a) If the Employer determines it is operationally feasible, and without incurring overtime costs, employees will be permitted to use paid or unpaid time off to attend the conventions of The NewsGuild-CWA or any labor organization which with it is

affiliated. The Guild will provide as much notice as is reasonably possible, but notice shall be generally no later than when delegates are selected. Up to five (5) business days (for each employee) may be allowed annually for no more than two (2) employees. Attendance by additional employees or the use of additional paid or unpaid time off to extend the leave may be granted at the sole discretion of the Employer and is not subject to the grievance procedure.

(b) Additional leave for Guild-related purposes may be requested and approved subject to mutual agreement between the Parties.

Section 21.11. No Effect on Seniority. Leaves provided for in this Article that do not exceed six (6) months shall not constitute breaks in the continuity of service for the computation of severance pay, vacations, or other benefits under this Agreement. Except with respect to leaves pursuant to Section 21.1 (Discretionary Unpaid Leave), the Employer will continue to provide health benefits during an approved leave of absence provided the employee remains current in the contribution. With respect to leaves pursuant to Section 21.1 (Discretionary Unpaid Leave), coverage shall be as agreed to by the Employer and the employee requesting the discretionary leave.

ARTICLE XXII

EMPLOYEE SAFETY & HEALTH

Section 22.1. Sanitary Regulations. The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated, cooled and lighted place for the performance of all work.

Section 22.2. Hazardous Conditions. An employee may choose not to perform an assigned task if the employee has a reasonable apprehension of death or serious injury and no less drastic alternative is available. An employee electing to exercise this right shall notify the Employer with reasonable promptness of this action and provide an explanation if required.

Section 22.3. Compliance with Law. (a) The Employer will comply with all applicable laws, standards, and regulations as they apply to providing a safe workplace for employees.

(b) In accordance with applicable law, employees shall not be penalized or discriminated against for reporting workplace safety or health issues.

ARTICLE XXIII

GENERAL CONDITIONS

Section 23.1. Parking. Parking privileges shall be extended to bargaining unit employees on the same basis as for non-unit employees, including but not limited to designated parking areas/locations, and the parking fee, if any. It is understood that, during the term of this Agreement, parking shall remain free of charge pursuant to the terms of the Employer's lease, unless the Employer renegotiates the provisions of its lease related to parking, in which case the Employer

shall provide thirty (30) days' notice to the Guild for the purpose of bargaining over the effects, if any, of a change in location or cost. The initial parking access key card/device shall be provided at no cost; the charge for a replacement access key card/device shall be the same as for other employees. The Employer shall notify the Guild of any changes to building security procedures or protocols, including, by way of example only, cessation of evening escort by security personnel to adjacent parking garages.

Section 23.2. Drug and Alcohol Testing Program. (a) It is expressly recognized that the Employer currently has in place policies with respect to drug-free and alcohol-free environment, which are part of the current terms and conditions of employment. Before making any material change in its policies in this regard, it shall notify the Guild and, upon request, meet to discuss the same. Unless prohibited by law, the Employer reserves the right to require an employee who it reasonably suspects to be violating these policies to consent in writing to a drug test/and or alcohol impairment test.

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

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

(d) The refusal to submit/consent to a test shall be considered the same as a positive test result.

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

Section 23.3. Employee Desks. (a) The Employer at its sole discretion may at any time inspect the contents of any desk, computers or other equipment provided by the Employer to be used by employees for work. Employees shall have no expectation of privacy with respect to any desk,

computers or other equipment provided by the Employer to be used by employees for work or the contents thereof.

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

Section 23.4. Use of Technology for Business Purposes. Consistent with applicable law, the Employer may utilize any available technology for legitimate business purposes such as controlling access to facilities, preventing harassment or theft, recording time, and providing for the safety of its employees and others. Before introducing such technologies, the Employer shall disclose to the Guild and bargaining unit employees its intent to use such technologies and the anticipated installation date. Upon written request, the Employer will meet with the Guild to discuss installation and bargain over the effects of the Employer's decision, provided that such technologies may be introduced anytime at least two (2) weeks after notice to the Guild is given, even if effects bargaining has not been concluded.

Section 23.5. Security Cameras. The Employer shall disclose to the Guild and bargaining unit employees the current locations of any security cameras or other surveillance devices in the workplace that have been installed or are controlled by the Employer. Should the Employer intend to install additional security cameras or such surveillance devices, it shall first notify the Guild and, upon written request, meet with the Guild to discuss the installation and bargain over the effects of the Employer's decision.

Section 23.6. Outside Activity. Employees shall be free to engage in activities outside of work hours. If the activity involves performing journalistic work, employees must secure agreement with the Editor to ensure a conflict of interest does not exist. Such activities might include but are not limited to services for print or digital publications, radio, TV, social media, public relations or advocacy groups. The decision of the Editor to deny such work because of a perceived conflict of interest shall not be subject to arbitration.

Section 23.7. Weapons Policy. (a) Carrying or possessing firearms, or any dangerous weapons, at any time, on premises owned or occupied by the Employer is prohibited.

(b) The definition of "premises" does not include Employer parking lots with respect to employees who keep legally owned firearms and ammunition locked inside or locked to a private motor vehicle.

Section 23.8. Electronic Communications Systems. The right of bargaining unit employees to use the Employer's electronic communications systems shall be in accordance with applicable law.

Section 23.9. Gender. Whenever the masculine gender is used herein, it shall be construed as including all gender identities.

Section 23.10. Bulletin Board. The Employer shall install and maintain one (1) bulletin board in the newsroom for use by the Guild. The size of the bulletin board shall be at least three feet (3') by four feet (4').

Section 23.11. Nursing Mothers. The Employer will continue to comply with the federal Break Time for Nursing Mothers law and any applicable state or local laws. This includes time for women to express milk and a private space that is not a bathroom each time they need to pump.

Section 23.12. Employee Cell Phone Privacy. Employees who elect to retrieve company email on personal phones or PDAs that they use for work-related purposes may be required to install an application for the sole purpose of safeguarding the company's systems. The Company warrants that it will not use this application to access location data or to download, view or otherwise access any information of a personal nature stored on employees' phones including, but not limited to, texts or photos.

Section 23.13. Standing Committee. There shall be a standing committee consisting of an equal number of Employer and Guild representatives to discuss matters of mutual interest and concern, such as workplace health, safety, and diversity. The standing committee shall meet at mutually agreeable times. The Employer shall not be responsible for compensating bargaining unit employees attending such meetings, but employees may flex their schedules to complete their paid workweek. The standing committee shall not have the authority to amend the terms of this Agreement.

Section 23.14. Conferences and Other Outside Events. (a) If an employee is required by the Employer to attend business-related events such as conferences, training, or awards ceremonies, such time shall be treated as normal working hours and will be paid for in accordance with Article XV (Hours, Premium Pay & Overtime).

(b) Employee requests to attend non-mandatory work-related events such as conferences, training, or awards ceremonies should be brought to the Editor's attention as far in advance as is reasonably practical. The Editor will consider such requests and determine if there is a way to accommodate them. The Employer, however, retains sole discretion as to how such requests are handled and this subsection (b) is not subject to arbitration.

Section 23.15. Harassment Free Environment. The Employer and the Guild are committed to providing a work environment that is free from all forms of conduct that can be considered harassing, coercive or disruptive and are committed to the following:

(a) No Harassment. No form of harassment will be tolerated by the Employer or the Guild, including but not limited to harassment for the following reasons: race, color, religion, sex, gender, age, national origin or ancestry, physical or mental disability, veteran status, marital status, familial status, sexual orientation, gender identity, gender expression or any other basis that is also protected by federal, State and/or Local laws.

(b) No Retaliation. The Employer and the Guild further agree that retaliation or reprisals against any employee who complains of harassment or cooperates with any investigation of such matters is prohibited.

(c) Timely Investigation. The Employer shall investigate harassment complaints in a timely manner.

(d) Notification. Consistent with applicable law, the Employer shall notify the Guild in a timely manner of any harassment complaint involving a bargaining unit employee as the complainant or the accused.

(e) No Limitation. Nothing in this Section 23.16 shall be construed as limiting the Guild's right to request information concerning harassment complaints.

Section 23.16. Training and Mentoring. (a) During the course of their normal work hours, employees shall perform and complete all training assigned to them, which may include, but is not limited to, all Employer policies, rules, regulations and procedures (whether current, modified, or new), all Employer products, services and operations, and all matters covered by this Agreement.

(b) Employees may, at the Employer's discretion, be required to sign for or otherwise acknowledge participation in training and/or the receipt of training or training related materials.

(c) In mentoring situations, mentors will be selected by the employer from among experienced Gannett employees who volunteer to participate as a mentor during the course of their normal work hours. Mentoring assignments, opportunities, and expectations shall be mutually agreed to by mentors and mentees.

ARTICLE XXIV

PART-TIME and TEMPORARY EMPLOYEES

&

JOURNALISM FELLOWS

Section 24.1. Part-Time Employees. (a) Defined. A part-time employee is one who is hired to work fewer than thirty (30) hours per week.

(b) Eligibility for Benefits and Premium Pay. Part-time employees:

- Are eligible to participate in the 401(k) and medical plans in accordance with the terms of those plans;
- Will be paid bereavement leave if the day of the service/funeral coincides with a regularly scheduled workday;
- Will receive jury duty pay based upon the employee's base rate times the hours the employee would otherwise have worked on the day of absence;

- Will be paid premium pay at the rate of time and one-half (x1-1/2) for all hours actually worked on any of the eight (8) named holidays; and
- Will be eligible for severance pay as provided for in Article 12.
- Part-time employees shall be entitled to no other benefits or premium pay except to the extent required by law.

(c) Classification Rate. Part-time employees shall be paid not less than the minimum rate for the classification in which they work.

Section 24.2. Temporary Employees. (a) Temporary employees are employed to perform a particular task(s) or for a particular length of time, in either case not to exceed six (6) months in any one calendar year, unless extended by mutual agreement of the Employer and the Guild. Temporary employees receive no benefits except as required by law. The Employer's obligation to furnish information concerning temporary employees will be limited to providing the employee's name, when they are hired, and when they are released. Service as a temporary employee shall count for no other purpose under this Agreement, such as toward accruing seniority or completing a probationary period.

(b) Section 24.2 (a) relates only to temporary employees employed directly by *The Florida Times-Union*.

Section 24.3. Journalism Fellows. (a) Journalism fellows (*e.g.*, Report for America) are journalists or aspiring journalists whose employment is based upon their compensation being paid in whole or in part by a third-party organization (grant funded) and are engaged for a term consistent with the funding grant. The Guild shall be advised in advance if the Employer intends to use a journalism fellow.

(b) Fellows total hourly compensation shall not be less than the minimum rate provided for at Section 12.1 (b) (Minimum Rates of Pay) for the job title. A fellow engaged on a full-time basis whose funding grant is for at least twelve (12) months shall be considered a full-time employee for all purposes under this Agreement. All other fellows shall be eligible to participate in the 401(k) and medical plans in accordance with the terms of those plans and they shall be paid time and one-half for all hours worked on an Employer-observed holiday. Otherwise they shall be entitled to no other benefits except to the extent required by law.

(c) Fellows, including those engaged on a full-time basis, may be terminated at the end of their grant and will not be paid severance and are not covered by layoff protections or Section 19.1. (Dismissals to Reduce the Force).

(d) With respect to a regular bargaining unit employee (one who is not employed or retained by virtue of a fellowship grant) who participates in a fellowship program and/or whose compensation is funded in whole or in part by a third-party, such participation or funding does not change their status as a regular bargaining unit employee covered by all provisions of this Agreement.

ARTICLE XXV

SEVERABILITY

Section 25.1. Severability. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause(s) shall be finally determined to be in violation of the law, then such clause(s) only, to the extent only that any may be so in violation, shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of the clause, sentence, or paragraph in which the offending language may appear.

ARTICLE XXVI

ENTIRE AGREEMENT

Section 26.1. Entire Agreement. This Agreement represents the complete and entire agreement between the Parties and there are no practices, understandings or agreements, written or oral relating to wages, hours, or other terms and conditions of employment except those set forth herein or expressly incorporated by reference.

Section 26.2. No Limitation by Custom or Practice. The rights of the Employer and the Guild as provided for in this Agreement cannot be limited or modified by custom or practice but only by written and dated agreement of the Parties, provided that no such purported amendment will be binding on the Parties unless: (a) it is signed by the Editor and the Unit Chair of the Guild, (b) expressly states in writing that “it is the intention of the Parties to modify a provision the Parties’ written Collective Bargaining Agreement,” and (c) is witnessed by the signature of a second manager or supervisor and by a second officer or representative of the Guild.

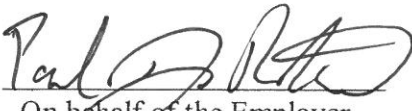
ARTICLE XXVII


DURATION & RENEWAL

Section 27.1. Duration. This Agreement shall commence effective October 20, 2023 and expire on June 25, 2025.

Section 27.2. Renewal. The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least one hundred and twenty (120) days prior to termination of this Agreement. In the event such notice is not given by either Party, this Agreement shall continue in effect until sixty (60) days’ written notice of termination is given by either Party. Upon the giving of such notice the Parties shall enter into negotiations as soon as possible.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this 31 day of OCTOBER, 2023.

By: 
On behalf of the Employer

By: 
On behalf of the Guild

APPENDIX A

ASSIGNMENT & AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To The Florida Times-Union:

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

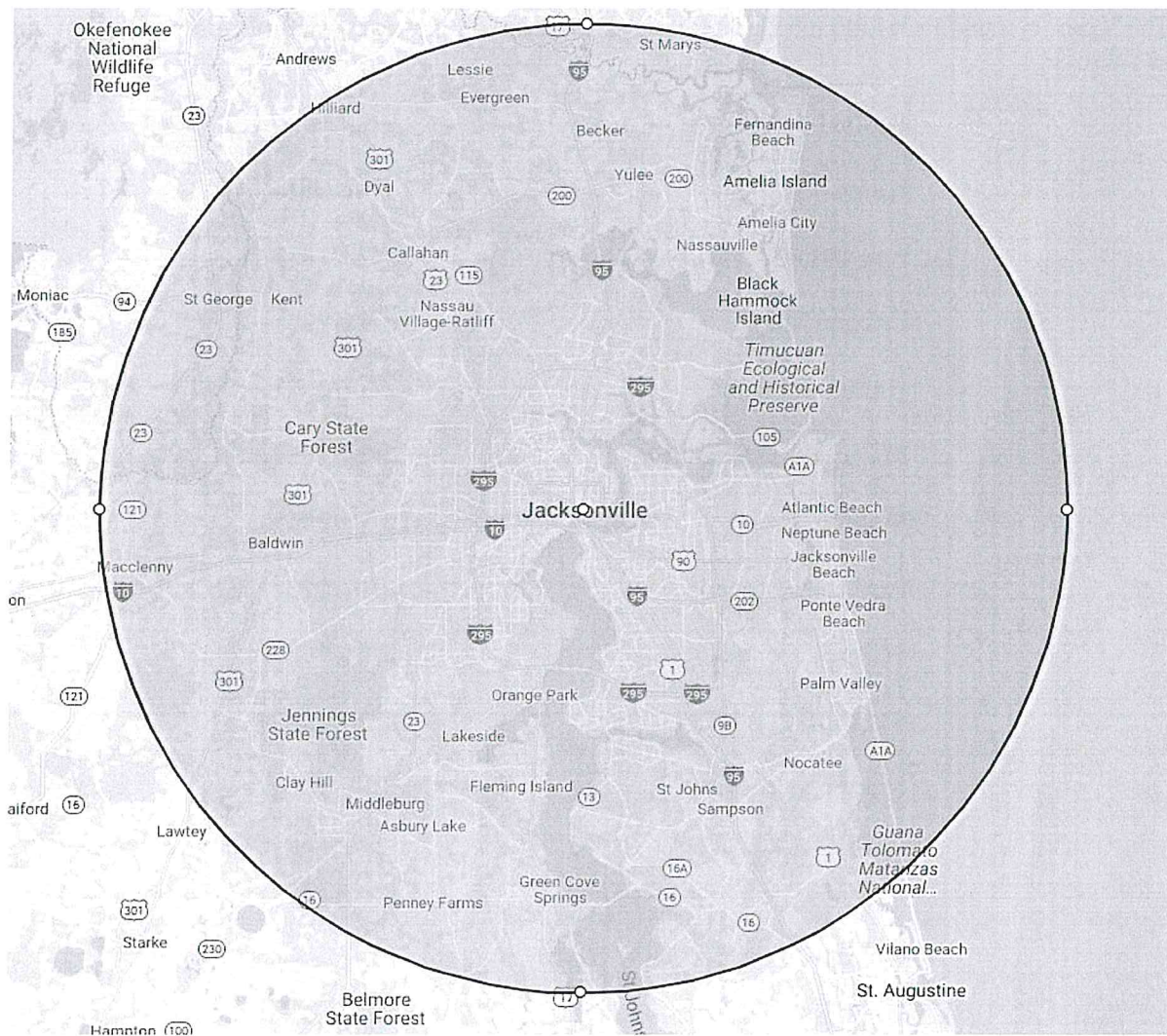
The assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment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

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

Employee's Signature

Date Signed

APPENDIX B



APPENDIX C

SENIORITY RANKINGS BY JOB GROUPING

The seniority ranking within job title groupings as of the date of execution of this Agreement are as follows:

Group I (“News”)

Name	Hire Date
Bauerlein, David	4/6/1998
Cravey, Mary	10/11/1981
Holthaus, Hanna	7/14/2022
Mansfield, Alexandria	2/14/2022
Monroe, Nate	10/28/2013
Patterson, Steven	8/17/1987
Soergel, Donald	9/10/1990
Stepzinski, Teresa	11/28/1988
Szaroleta, Thomas	3/26/2001
Woods, Mark	2/12/2001

Group II (“Sports”)

Name	Hire Date
Freeman, Clayton	10/21/2013
Frenette, Eugene	8/31/1981
Harvey, Demetrius	8/15/2022
Lewis, Juston	7/26/2021
Smits, Garry	6/14/1982

Group III (“Photographers”)

Name	Hire Date
Perrine, Corey	11/15/2021
Self, Robert	8/25/1984

Individual Job Titles

Name	Hire Date
Butler, Scott	10/9/2000
Hammock, Anne	2/1/2011
Pitzer, Cheri	6/1/1981

APPENDIX D

DATE OF HIRE FOR SEVERANCE CALCULATION

Name	Hire Date
Bauerlein, David	4/6/1998
Butler, Scott	10/9/2000
Cravey, Mary	10/11/1981
Freeman, Clayton	10/21/2013
Frenette, Eugene	8/31/1981
Hammock, Anne	2/1/2011
Harvey, Demetrius	8/15/2022
Holthaus, Hanna	7/14/2022
Lewis, Juston	7/26/2021
Mansfield, Alexandria	2/14/2022
Monroe, Nate	10/28/2013
Patterson, Steven	8/17/1987
Perrine, Corey	11/15/2021
Pitzer, Cherri	6/1/1981
Self, Robert	8/25/1984
Smits, Garry	6/14/1982
Soergel, Donald	9/10/1990
Stepzinski, Teresa	11/28/1988
Szaroleta, Thomas	3/26/2001
Woods, Mark	2/12/2001

APPENDIX E
INCREASES & BONUSES

This Appendix (E) covers the following individuals:

David Bauerlein	Gene Frenette	Demetrius Harvey
Hanna Holthaus	Alexandria Mansfield	Nate Monroe
Steve Patterson	Corey Perrine	Donald Soergel
Thomas Szaroleta	Mark Woods	

APPENDIX F

ADJUSTED INCREASES & BONUSES

This Appendix (F) covers the following individuals:

	(a) <u>Increase</u> (Section 12.1)	(b)(i) <u>Bonus</u> (Section 12.5)
Scott Butler	\$334.98 (annual)	\$865.02
Garry Smits	\$357.47 (annual)	\$842.53

APPENDIX G

NAMES OF CURRENT REPORTERS, PHOTOGRAPHERS, WRITERS, AND PRODUCERS

Name
Bauerlein, David
Cravey, Mary
Freeman, Clayton
Hammock, Anne
Harvey, Demetrius
Holthaus, Hanna
Lewis, Juston
Mansfield, Alexandria
Patterson, Steven
Perrine, Corey
Pitzer, Cherri
Self, Robert
Smits, Garry
Soergel, Donald
Stepzinski, Teresa
Szaroleta, Thomas

Letter of Understanding

The Parties' acknowledged that Cherri Pitzer will be laid off as a result of the exercise by the Employer of its rights under Section 2.1. She shall be eligible for one (1) week of regular pay (computed at her current specialist weekly rate of \$844.75) for each completed year of service or major portion thereof to a maximum of twenty-eight (28) weeks paid as otherwise provided for in Section 11.1. Additionally, she shall be eligible for a transition payment in the gross amount of \$3,000 and outplacement services. She shall also be eligible for the signing bonus provided at Section 12.5 (b)(i) notwithstanding that she is not named in Appendix F.

To receive any of these payments or benefits, Ms. Pitzer must sign, and thereafter not revoke, a Release as provided for at Section 11.4(e).