

**ORLANDO SENTINEL
COLLECTIVE BARGAINING AGREEMENT**

Contents

PREAMBLE..... 4

ARTICLE 1. RECOGNITION OF GUILD AND COVERAGE OF AGREEMENT..... 4

 Section 1. Recognition 4

 Section 2. Coverage of Agreement 4

 Section 3. New Job Classifications 4

 Section 4. New Excluded Positions 4

ARTICLE 2. MANAGEMENT RIGHTS AND JURISDICTION 5

 Section 1. Management Rights 5

 Section 2. Just Cause..... 5

 Section 3. Jurisdiction 5

ARTICLE 3. UNION DUES DEDUCTION..... 6

 Section 1..... 6

 Section 2. Dues Deduction Authorization..... 6

ARTICLE 4. NO DISCRIMINATION 7

 Section 1. Non-Discrimination and Equal Employment..... 7

 Section 2. Harassment, Sexual Harassment, and Bullying..... 7

 Section 3. No Retaliation..... 8

ARTICLE 5. DIVERSITY AND INCLUSION..... 8

ARTICLE 6. DEFINITIONS OF EMPLOYEES 9

 Section 1. Full-time employees..... 9

 Section 2. Part-time employees..... 9

 Section 3. Temporary employees 9

ARTICLE 7. PROBATIONARY PERIOD 9

ARTICLE 8. JOB CHANGES AND JOB POSTINGS 10

 Section 1. Job Changes..... 10

 Section 2. Job Postings..... 10

ARTICLE 9. WAGES 10

 Section 1. Pay Increases for Individual Employees..... 10

 Section 2. Minimum Salary by Unit and Position..... 10

ARTICLE 10. WORKWEEK, OVERTIME PAY, AND WORK SCHEDULES.....	11
Section 1. Workweek Defined.....	11
Section 2. Regular Workweek and Regular Workday	11
Section 3. Overtime Pay – employees eligible for overtime under wage and hour laws	11
Section 4. Work Schedules.....	11
Section 5. Travel Time.....	12
ARTICLE 11. HOLIDAYS	12
Section 1. Recognized Holidays.....	12
Section 2. Full-time employees.....	12
Section 3. Part-time employees.....	13
ARTICLE 12. TIME OFF	13
Section 1. Vacation	13
Section 2. Sick Days.....	14
Section 3. Short term disability.....	14
Section 4. Union-Related Leave	14
Section 5. Parental Leave	15
Section 6. Bereavement Leave.....	15
Section 7. Jury Duty.....	15
Section 8. Military Leave.....	16
Section 9. Unpaid Leaves of Absence	16
ARTICLE 13. REDUCTION IN FORCE AND RECALL.....	16
Section 1. Reduction in Force.....	16
Section 2. Recall.....	17
ARTICLE 14. INSURANCE COVERAGES AND OTHER NON-RETIREMENT PLAN BENEFITS.....	17
Section 1. Medical (includes prescription).....	18
Section 2. Other Insurance Coverages and Non-retirement plan Benefits	19
ARTICLE 15. RETIREMENT SAVINGS PLAN.....	19
ARTICLE 16. GRIEVANCE AND ARBITRATION	19
Section 1. Grievances.....	19
Section 2. Definition of Grievance and Procedural Steps	20
Section 3. Time Limitations.....	20
Section 4. Arbitration	20
Section 5. Arbitrator’s Authority.....	21

Section 6. Arbitration Costs	21
Section 7. Expedited Arbitration	21
Section 8. Grievances Not Arbitrable	21
Section 9. Attendance at Arbitration Hearings	21
ARTICLE 17. NO STRIKES/NO LOCKOUTS.....	21
ARTICLE 18. BUSINESS EXPENSES.....	22
ARTICLE 19. INFORMATION	22
Section 1. Unit Information.....	22
Section 2. Personnel Files	22
ARTICLE 20. ETHICS AND EDITORIAL PRINCIPLES.....	23
Section 1. Challenges	23
Section 2. Subpoena	23
Section 3. Principles	23
ARTICLE 21. OTHER COMPANY POLICIES	24
Section 1. Existing Policies	24
ARTICLE 22. REMOTE WORK (TELECOMMUTING)	24
Section 1. Remote Work	24
Section 2. Compensation and Work Hours.....	24
Section 3. Equipment and Tools	24
ARTICLE 23. EMPLOYEE HEALTH AND SAFETY	24
Section 1. Workplace conditions	24
Section 2. Assignments	25
Section 3. Trauma	25
Section 4. Health and Safety Committee.....	25
ARTICLE 24. VOLUNTARY RESIGNATION INCENTIVES.....	25
ARTICLE 25. SEPARABILITY	26
ARTICLE 26. DURATION OF AGREEMENT	26
ARTICLE 27. TRAINING	26
ARTICLE 28. OUTSIDE ACTIVITIES.....	26
Section 1. Outside Activities	26
ARTICLE 29. TRANSFERS AND PROMOTIONS.....	27
ARTICLE 30. UNION SECURITY.....	27

PREAMBLE

for the Orlando Sentinel unit CBA

This Agreement is made between Orlando Sentinel Communications Company, LLC hereinafter known as the Employer, and CWA Local 3108, chartered by The Communications Workers of America (AFL-CIO, CLC) hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article 1.

ARTICLE 1. RECOGNITION OF GUILD AND COVERAGE OF AGREEMENT

Section 1. Recognition

The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for all employees covered by this Agreement.

Section 2. Coverage of Agreement

for the Orlando Sentinel unit CBA

This Agreement covers all full-time and regular part-time newsroom employees employed by Orlando Sentinel Communications Company, LLC, excluding all other employees, interns, seasonal employees, office clerical employees, confidential employees, professional employees, managers, guards and supervisors as defined by the National Labor Relations Act.

Section 3. New Job Classifications

The Employer shall have the right to create new job classifications in the bargaining unit.

When a new such classification is created, the Guild shall have the right to negotiate if it disagrees with the pay assigned to the new classification.

Section 4. New Excluded Positions

In the event the Employer creates a new excluded position in [the newsroom, the news department, or Design and Production Studio, as applicable to each bargaining unit] during the term of this Agreement that it asserts to be excluded from the bargaining unit, it shall notify the Guild in writing within two weeks of the filling of such a position.

A dispute over the creation of an excluded position(s) shall be submitted to the grievance process within two weeks of the notice to the Guild of the filling of such a position. Any such dispute between the parties must first be submitted to the grievance process of this Agreement, but shall not be subject to arbitration under this Agreement. Such disputes shall be submitted directly to Step 2 of the grievance process.

Disputes not resolved during the grievance process may be submitted to the National Labor Relations Board within thirty (30) calendar days of receipt of the Step 2 answer.

Disputes not timely submitted to the grievance process or to the NLRB shall be deemed waived.

ARTICLE 2. MANAGEMENT RIGHTS AND JURISDICTION

Section 1. Management Rights

All management functions and prerogatives which the Employer has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in the Employer during the term of this Agreement and following its expiration unless otherwise modified by the parties.

Such management functions and prerogatives include but are not limited to the following: establishing and changing practices and procedures for the conduct of the business; determining and redetermining the methods, processes and materials to be used; establishing and discontinuing processes and operations of the Employer; establishing and changing work and quality standards; evaluating employee performance and establishing, conducting, and changing performance reviews; establishing and changing rules of work and conduct that is deemed necessary; establishing and changing production methods, standards and job content; establishing and changing hours and shifts in accordance with the terms of this Agreement; determining, changing or discontinuing equipment used in the Employer's operation; establishing and changing work schedules in accordance with the terms of this Agreement; establishing and changing assignments; laying off employees in accordance with the terms of this Agreement; disciplining, suspending or discharging employees for just and sufficient cause; transferring employees in accordance with the terms of this Agreement; making and enforcing safety rules; conducting job studies; otherwise taking such measures not in conflict with this Agreement as the Employer may determine to be necessary for the orderly, efficient, and profitable operation of its business.

Section 2. Just Cause

The company shall not discipline, suspend or discharge employees except for just and sufficient cause.

Section 3. Jurisdiction

The work of employees shall be work normally performed by employees within the bargaining unit and new or additional work assigned to the unit by the Employer. However, nothing in this Agreement shall be construed as giving the Union exclusive jurisdiction over or an exclusive right to perform any work.

The Employer reserves the right to use independent contractors as stringers without limitation, to perform bargaining unit work. No stringer shall be contracted for the purpose of laying off a newsroom staff employee. Stringers shall be excluded from the bargaining unit.

The Employer has the exclusive right to assign bargaining unit work to individuals employed by the Employer who are not covered by this Agreement or to individuals employed by any other employer or to contract out work or outsource. This includes obtaining content and services from other sources, including but not limited to wire services and syndicates.

The Employer agrees during the term of this Agreement that the Employer will not outsource all bargaining unit work.

In the event that a bargaining unit member's work is reduced or eliminated due to outsourcing,

subcontracting, the use of wire services or syndicates, the employer shall make a good faith effort to offer that employee any comparable open bargaining unit position within Tribune Publishing or MediaNews Group, and to provide additional training if necessary to fill the position.

ARTICLE 3. UNION DUES DEDUCTION

Section 1.

Upon an employee's voluntary written assignment, the Employer shall deduct from the earnings of such employee and transmit to the Guild on a monthly basis the amount equal to Guild initiation fees, dues and assessments as uniformly assessed by the Guild and as deducted from such employee's pay in the prior month. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer in writing by the Guild and shall be deducted on the Employer's regularly scheduled pay dates. Such schedule of rates may be amended by the Guild at any time, and shall be implemented by the Employer within thirty (30) days of receipt of written notice to the Employer of such amendment. An employee's written assignment shall remain effective in accordance with the terms of such assignment and in accordance with applicable law.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer relating to disputes between the Union and employees over payroll deductions for Guild initiation fees, dues and assessments.

Section 2. Dues Deduction Authorization

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT
And
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To:

I hereby assign to the _____ News Guild-CWA, and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the *[insert name of NewsGuild local]* on a monthly basis.

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

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

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

I agree to save _____ *[insert applicable Employer name]* harmless against any and all claims and liability for or on account of the deductions made from my salary or other earnings and remitted to the *[insert name of applicable NewsGuild local]* pursuant to the terms of this authorization.

Employee's signature

Date

ARTICLE 4. NO DISCRIMINATION

Section 1. Non-Discrimination and Equal Employment

There shall be no discrimination against any employee because of age; sex (including gender identity or expression); race; creed; color; sexual orientation; national origin; marital or parental status; religious beliefs; disability; genetic information; personal appearance; weight or body size; familial status; status as a victim of domestic violence; citizenship or immigration status (nothing contained in this provision shall compel the Company to retain an employee in violation of immigration law).

There shall be no discrimination because of an employee's membership in or lawful activities on behalf of the Guild.

Section 2. Harassment, Sexual Harassment, and Bullying

The Employer and the Guild agree that employees will be free from unlawful harassment and workplace bullying.

Impermissible harassment or discrimination includes any verbal, visual or physical conduct that denigrates or shows hostility or aversion to an individual because of any legally protected characteristic and/or any characteristic listed in Section 1 above that has the purpose or effect of creating an intimidating, hostile or offensive work environment; or has the purpose or effect of unreasonably interfering with an individual's work performance.

Examples of impermissible harassment include but are not limited to: jokes, pranks, profane language, slurs, mocking, ridiculing or mimicking another's culture, accent or appearance, or displaying or circulating in the workplace any written or graphic material that shows hostility toward an individual or group.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting an employee;
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Inappropriate behavior includes but is not limited to: unwelcome or repeated requests for dates or other social engagements; display of sexually suggestive objects or pictures in the workplace; using email, voicemail, facsimile or other property of the Employers for the transmission of sexually suggestive material.

Bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Bullying may include, but is not limited to:

- aggressive behavior that would harm, intimidate, or humiliate;
- physical bullying such as pushing, shoving, assault or threat of violence;
- persistent singling out and constant criticism;
- spreading rumors and gossip;
- deliberately interfering with or impeding someone's ability to do their work.

Section 3. No Retaliation

The Employer and the Guild agree that neither will retaliate against any employee who in good faith reports or makes a complaint of discrimination, harassment, or bullying.

Section 4. Claims Submitted to Grievance and Arbitration

Arbitrators shall apply appropriate law in rendering decisions based on claims of discrimination or harassment.

ARTICLE 5. DIVERSITY AND INCLUSION

The Employer and the Guild recognize the importance of having a diverse newsroom. Newsroom management will look for appropriate opportunities to encourage employees from traditionally underrepresented groups to apply for open bargaining unit positions. Whether newsroom management has looked for appropriate opportunities to encourage traditionally underrepresented employees to apply for open bargaining unit positions shall be grievable but not arbitrable.

Representatives of newsroom management and up to five (5) Guild-selected bargaining unit employees will meet to discuss issues of diversity and inclusion awareness relating to the bargaining unit. Such meetings will occur at the request of either the Guild or the Employer, but not less frequently than once per calendar quarter. The frequency of meetings and number of bargaining unit employees participating may be changed by mutual agreement.

Recommendations that may be developed in these meetings shall be considered by newsroom management. Newsroom management will respond to such recommendations by no later than the next quarterly meeting.

ARTICLE 6. DEFINITIONS OF EMPLOYEES

Section 1. Full-time employees

A full-time employee is defined as an employee who is regularly scheduled to work forty (40) hours per week.

Section 2. Part-time employees

A part-time employee is defined as an employee who is regularly scheduled to work less than forty (40) hours per week.

Section 3. Temporary employees

Temporary employees are not covered by this Agreement. A temporary employee is defined as an employee hired under any of the following conditions:

- (a) for a specific purpose or assignment for a period not to exceed twelve (12) months;
- (b) for summer or seasonal employment;
- (c) pursuant to the terms of a grant which grant provides funding for a specific period of employment, but which employment shall not be longer than twelve (12) months;
- (d) to replace an employee on a leave of absence for the duration of the leave;
- (e) interns employed for up to twelve (12) months each; provided that such interns shall not have more than two prior years of continuous professional journalism experience.

The maximum number of such interns who can be employed at any one time shall be no more than ten percent (10%) of the total number of bargaining unit employees, rounded up to the next whole number. At least one such intern may be employed irrespective of the number of bargaining unit employees.

If at the end of such internship, the intern is offered and accepts a bargaining unit position, their period of employment as an intern will be credited for all purposes under this collective bargaining agreement.

The duration of an individual's temporary employment may be extended by mutual agreement between the Employer and the Guild.

ARTICLE 7. PROBATIONARY PERIOD

A newly hired employee, or an employee newly transferred into the bargaining unit, shall be considered a "probationary" employee for six months after the date of employment or transfer, as applicable. During the probationary period, discipline or discharge of a probationary employee shall not be subject to the grievance or arbitration procedure of this Agreement.

ARTICLE 8. JOB CHANGES AND JOB POSTINGS

Section 1. Job Changes

An employee whose regular job assignment or regular job classification is changed shall be given two weeks advance notice of such change. Upon mutual agreement, any change in regular job assignment, regular job classification, or regular geographical location may begin prior to expiration of the applicable advance notice.

The base pay of an employee whose regular job classification is changed to a higher level job classification shall be increased in accordance with the terms of this agreement.

No employee shall be transferred or promoted or demoted to a position outside of the bargaining unit without their consent.

Section 2. Job Postings

Open bargaining unit positions for which applicants are sought by the Employer shall be posted in the manner in which the Employer normally posts open positions. Additionally, employees may be made aware of such an open position by other methods (such as, but not limited to, email). At an employee's request in connection with a specific posted position for which they are considering applying, the employee will be told if there is already a preferred candidate for the position.

An employee who has applied for a position within the bargaining unit, and who meets the minimum qualifications for the position, shall be granted an interview. If such employee is not offered the position, at the employee's request, the reasons will be discussed with them. The determination of whether an employee meets the minimum qualifications is within the sole discretion of the Employer.

ARTICLE 9. WAGES

Section 1. Pay Increases for Individual Employees

Nothing in this Agreement will prevent employees from bargaining individually for pay increases, nor will anything in this Agreement prevent the Employer, in its discretion, from increasing the pay of individual employees.

Section 2. Minimum Salary by Unit and Position

- a. The following shall be the minimum hourly rate (non-exempt) or annual salary (exempt) for full-time employees by bargaining unit and position, to be implemented as set forth below in Section b.

HOURLY MINIMUMS				
Reporter	Photographer	Editorial Asst	Artist, Video	Office Admin, Editorial
\$24.03 (\$50,000/yr)	\$24.03 (\$50,000/yr)	\$14.42 (\$30,000/yr)	\$30.70 (\$63,856/yr)	\$19.29 (\$40,123)

SALARY MINIMUMS

Sr. Reporter	Dep Editor Sr. Content
\$60,000	\$55,000

- b. Upon ratification of the Collective Bargaining Agreement the following shall apply for the parties' first CBA only:

Year One

- All active full-time and regular part-time employees shall receive a 3% wage increase, no later than the first regularly scheduled payroll date following ratification. For those employees who do not reach the minimum salary or hourly rate after a 3% increase, they will be brought to the minimum salary or hourly rate set forth above for their bargaining unit and position.

Year Two

- All active full-time and regular part-time employees, that have been employed for at least six months on the first anniversary of the ratification of the agreement, shall receive a 3% wage increase on the first regularly scheduled payroll date following the first anniversary of ratification.

ARTICLE 10. WORKWEEK, OVERTIME PAY, AND WORK SCHEDULES

Section 1. Workweek Defined

The workweek begins on Sunday at 12:00 a.m. and ends the following Saturday at 11:59 p.m.

Section 2. Regular Workweek and Regular Workday

The regular workweek for a full-time employee shall consist of forty (40) hours of work over five days or forty hours of work over four days, as determined by the Employer.

As scheduled by the Employer, the regular workday for a full-time employee shall consist of eight hours of work for employees working a five-day workweek, or ten hours of work for employees working a four-day workweek, exclusive of any meal period(s).

Section 3. Overtime Pay – employees eligible for overtime under wage and hour laws

The Employer will pay overtime, at the rate of time and one-half of the employee's regular hourly straight time rate of pay, for all hours worked in excess of forty (40) hours in a workweek by any employee who is eligible for overtime under wage and hour laws.

Overtime shall be paid only for actual time worked.

No overtime shall be worked by any employee unless it is authorized by the Employer. Employees shall work overtime when assigned.

Section 4. Work Schedules

- (a) Schedules may be changed as and when the Employer's operational needs so require.
- (b) Regular weekly work schedules shall be as designated by the Employer.

- (i) The regular weekly work schedule that is in place for each employee as of the date of ratification of this Agreement shall be the employee's "regular weekly work schedule" as described in this Section 4 and any changes to the regular weekly work schedule will be made in accordance with the provisions of this Section 4.
- (ii) If the reason to change an employee's regular weekly schedule is anticipated to last for less than two (2) weeks, the Employer will endeavor to provide the employee with as much notice as possible.

If the change in the regular weekly schedule is anticipated to last longer than two (2) weeks, the Employer will provide the affected employee with at least two weeks' notice prior to the effective date of the schedule change.

If the change in the regular weekly schedule is either from a five day workweek to a four day workweek, or from a four day workweek to a five day workweek, the Employer will provide the affected employee with at least four weeks' notice prior to the effective date of the schedule change. If such a schedule change may result in a hardship, such concerns shall be discussed with the employee's supervisor.

- (c) In addition to the provisions of Sections 4(a) and (b) above, an employee's regular weekly work schedule may be modified by mutual agreement between the employee and the Employer.

Section 5. Travel Time

Travel time that occurs during an employee's workday is considered work time. Travel from an assigned workplace, including an employee's home, to an assignment shall be considered work time. Time commuting to an assigned workplace is not work time.

ARTICLE 11. HOLIDAYS

Section 1. Recognized Holidays

The following recognized holidays shall be considered paid holidays for full-time employees:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr's Birthday	Thanksgiving Day
Presidents Day	the day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The holidays listed above shall be observed on the same days as such holidays are observed by the non-bargaining unit employees of the Employer.

Section 2. Full-time employees

In the Employer's discretion, employees who work on a recognized holiday shall either be paid an additional day's pay or shall be given another paid day off. When the employee is given another paid day off, such day off will be scheduled at a mutually agreed upon time during the same calendar year.

When a recognized holiday is observed on an employee's regular day off, the employee will receive an alternative paid day off to be scheduled at a mutually agreed upon time during the same calendar year.

Employees who wish to observe holidays (which may include days for religious observance) that are not among the holidays recognized by the Employer may request time off to observe such holidays. Such requests shall not be unreasonably denied. To receive pay for such a holiday off, employees may use any available paid time off, including a paid day off for having worked on a holiday recognized by the Employer. By mutual agreement, an employee's schedule may also be changed during the workweek in which such a holiday falls so that they have off on the requested day and work instead on a day previously scheduled as a day off in that same workweek.

Section 3. Part-time employees

A part-time employee who works on a recognized holiday will be paid additional straight time pay (double time) for the number of hours worked, up to a maximum of eight (8) additional straight time hours of pay.

When a recognized holiday falls on a day when a part-time employee is normally scheduled to work, they shall either be given the day off with pay for the hours they would normally have been scheduled to work, or, if required to work on such holiday, will be paid as set forth above.

Part-time employees shall not receive holidays off with pay other than as set forth in this Section 3.

ARTICLE 12. TIME OFF

Section 1. Vacation

The Employer and Guild will make all efforts to encourage members to take time off throughout the year. All bargaining unit employees will accrue vacation based on the schedule below with the exception of those salaried employees who, as of the date of ratification of the contract, are on the Salaried Flexible Time Off Plan and those employees will continue on such plan.

(a) Regular full-time active employees are eligible for paid vacation on a calendar year basis in accordance with the schedule outlined below. Paid vacation is intended to be earned and used in the same calendar year but up to 40 hours may be carried over into the following calendar year and must be used by March 31.

(b) The following calendar year schedule shows the maximum accrual amounts based on continuous length of service for regular full-time employees who accrue time off. Part time employees receive the same accrual based on actual hours paid.

0-4 Years of Service	Up to 80 Hours based on regularly scheduled hours
After 4 Years of Service	Up to 120 Hours based on regularly scheduled hours
After 8 Years of Service	Up to 160 Hours based on regularly scheduled hours

(c) During the first year of employment, the maximum vacation available will be pro-rated based on the employee's start date.

(d) Employees shall schedule vacation with their supervisor and should request vacation time off as far in advance as possible. The supervisor shall not unreasonably deny requested vacation dates but may limit the number of employees on vacation at any given time based on operational needs. If the number of employees on vacation must be limited, full-vacation requests shall take priority over single-day requests. Approved vacation may only be changed by management due to operational needs. Management may require vacation to be taken throughout the calendar year.

(e) Upon termination of employment, an employee (or the employee's estate in case of death) shall receive accrued and unused vacation pay.

(f) The procedure in scheduling vacation among employees performing the same or related work shall be as follows:

1. A vacation may begin on any day of the week, subject to approval by the employee's supervisor.

2. If approved paid time off of an hourly employee is canceled by the employee's supervisor, the canceled hours will be rescheduled and must be taken by no later than January 31 of the next vacation year. If mutual agreement cannot be reached, the canceled hours will be rescheduled on the date(s) identified by the Employer.

3. In the event of conflicts on the vacation schedule, the Company shall make every reasonable effort to accommodate employee requests for vacation to take part in or attend major life events, including, but not limited to, weddings and funerals of family members and graduation ceremonies.

4. Nothing in this Article shall constitute a waiver of any right to benefits as provided under federal, state, or local statute, and if in any case the benefits required by law are superior to those specified in this Agreement, the provisions of the applicable statute shall prevail.

Section 2. Sick Days

On January 1 of each year, full-time hourly and salaried employees will receive forty eight hours of sick leave which may be taken in hourly increments for the employee's own medical needs. Where state or local laws provide that an employee can use any paid time off available to care for ill family members, or for other reasons, sick days may be used for such purpose in accordance with applicable law.

Unused sick days or partial days do not carry over from year to year and unused sick days are not paid out upon termination of employment.

New Hires sick days will be prorated their first year of employment based on their start date.

Section 3. Short term disability

Employees shall be permitted to use any accrued unpaid vacation time to supplement the insured benefit.

Section 4. Union-Related Leave

The Company shall grant unpaid union-related leave, as follows .

a. Leaves of absence shall not be unreasonably denied, subject to business and operational needs.

b. If an employee is elected or appointed to a position in the NewsGuild-CWA or AFL-CIO or local of The NewsGuild-CWA or an organization with which The NewsGuild-CWA is affiliated or in the organized labor movement, such employee, upon the employee's request, may be given a leave of absence, and may be reinstated in the same or a comparable position upon the expiration of such leave. No more than one (1) employee may be granted such leave at one time unless this number is increased by

agreement between the Guild and the Employer. Leaves shall not exceed a year. The employee shall give 45 days' written notice before requesting to go on or returning from the leave.

c. If management determines it is operationally feasible, and without incurring overtime costs, a leave of absence of up to 5 unpaid business days may be granted to an employee elected or appointed delegate to conventions of The NewsGuild-CWA, or by a branch thereof or by an organization with which The NewsGuild-CWA is affiliated.

d. Leaves of absence shall not constitute termination of employment, and the period of such leave of absence shall be added to the employee's length of service for the Employer for purposes of experience rating, sick leave pay, vacations or any other accumulated credits.

Section 5. Parental Leave

Parental Leave is available for employees in connection with the birth, adoption, or fostering of a child as defined under the Family Medical Leave Act (FMLA) and applicable state laws.

Section 6. Bereavement Leave

Full-time employees will receive four days of paid bereavement leave when there is a death in their immediate family. Bereavement leave must be taken within six months from the date of death. "Immediate family" is defined as spouse, domestic partner, child, stepchild, parent, step-parent, parent-in-law, legal guardian, sibling, grandparent, or grandchild.

If a full time employee makes a request for bereavement leave for a member or other household member not on this list, such request should be submitted to their immediate supervisor and if the request has been denied the employee can appeal the decision to the next level of management.

Section 7. Jury Duty

Subject to applicable law, full time employees who are required to report for jury duty shall be paid their regular, straight-time pay for up to a maximum of five (5) jury duty days per year. Any additional time on jury duty shall be paid to the extent that an hourly employee has accrued, unused paid time off available, and, for employees exempt from wage and hour laws, shall be subject to approval for use of additional flexible time off.

- a. A night shift employee shall not be required to report to work when they have reported for jury duty earlier that day. Pay for such shifts shall be in accordance with the paragraph above.
- b. Employees may be required to provide evidence of time spent on jury duty.
- c. This Section 7 applies to jury duty in response to a jury duty summons only. Time requested off for appearance in court other than in response to a jury duty summons, or in connection with a government agency proceeding, including in response to a subpoena, is considered personal business and the employee may request use of other available paid time off for these purposes.

Section 8. Military Leave

The Employer supports the right of any employee to serve in the U.S. Armed Forces, the U.S. Military Reserves, or the National Guard, and grants leave for uniformed service in accordance with applicable federal and state laws.

Section 9. Unpaid Leaves of Absence

Employees may request an unpaid personal leave of absence (which shall not be for a reason covered by any other type of leave, such as but not limited to, FMLA or disability) not to exceed one year.

Applications for such leave shall be in writing and shall include the reason for the request and the requested duration of the leave. A request for unpaid personal leave may be granted in the Employer's discretion.

To the extent the employee has unused paid time off available, such paid time must be used to reduce the unpaid portion of the leave.

Medical benefits and life insurance coverage will continue during the unpaid leave, subject to the employee timely paying any required employee contributions for such benefits.

No such leave of absence granted in one case shall constitute a precedent binding upon the Employer in any other case. No such leave of absence shall constitute a break in continuity of employment.

ARTICLE 13. REDUCTION IN FORCE AND RECALL

Section 1. Reduction in Force

(a) The Employer has the right to reduce the force, i.e., to conduct layoffs. The term, "reduce the force" as used herein, shall be construed as synonymous with layoff for economic reasons and/or "staff reductions."

(b) The Publisher shall give the Guild at least three weeks prior notice of any layoff. The notice shall be in writing and shall include the job classifications affected.

(c) When deciding on layoffs, the Employer shall be able to designate, but is not required to designate, up to 12% (rounded to the next whole number) of the employees affected, to be exempt from layoff. The employees remaining must be able to perform the essential elements of the job. Job classification seniority shall be determined on the basis of the last continuous employment by the Employer regardless of any change in job classification. After designating such employees, any further layoffs will be based on seniority.

(d) Seniority shall be considered broken by (1) discharge for just and sufficient cause, (2) resignation or retirement, (3) twelve (12) consecutive months of layoff or (4) refusal to accept an offer of rehire. Any issues relating to seniority for purposes of lay off shall be subject to the grievance and arbitration provisions of this Agreement.

(e) In its sole discretion the employer may exercise its rights to offer-employees in the affected job classifications a voluntary buyout opportunity, the terms of which will be negotiated with the union. In the event that the parties have not reached an agreement on the terms of the buyout opportunity, by the proposed date of the layoff, the Employer's last offer will prevail and be effective.

(f) A full time employee who has been dismissed to reduce the force, either under section (a) or section (c) above, will be eligible to receive severance pay calculated as follows: two weeks of base pay for the first year of employment, plus an additional one week of base pay per year of service or major portion thereof (i.e., 6 plus months rounds up to one year) per year of employment, with a maximum payment of twelve weeks of severance.

For existing employees as of the ratification of this agreement on May 31, 2024 with more than 12 years of continuous years of service or major portion thereof on the date of ratification, severance will be one week for the first year and one week for each additional year, to a maximum of 21 weeks.

Years of employment for purposes of severance pay shall be those years of continuous, uninterrupted employment in a workplace prior to and since acquisition by the Employer.

Severance pay will be paid as a one-time-only, lump sum payment, less applicable withholdings and deductions.

Payment of severance is contingent upon the employee signing, and not revoking, the Employer's separation agreement and general release

(g) Dismissals to reduce the force may be grieved, but shall not be arbitrable.

Section 2. Recall

(a) For the six month period that begins with the date of an employee's dismissal to reduce the force, prior to hiring a person who does not work for the Employer in the classification from which the employees was dismissed, such dismissed employee will be offered recall to the position if deemed qualified by the Employer.

(b) The notice of recall shall be sent to the dismissed employee's mailing address by a form of delivery where signature of receipt is required and personal email address (if any), read and receipt required, on record in the Employer's human resources departments employee database. A copy of the notice to the employee will concurrently be sent to the Guild.

(c) The employee offered recall shall have one week or by emailed copy from the date of the earlier receipt of the notice of recall by paper copy or by emailed copy to accept the offer, and shall return to work no later than two weeks from the date of the employee acceptance of the notice of recall. The return to work date may be changed by mutual agreement between the Guild and the Employer.

(d) An employee who declines an offer of recall, or who fails to respond to an offer of recall within one week, shall have no further recall rights.

(e) Employees who volunteer for a layoff shall not be placed on a recall list.

ARTICLE 14. INSURANCE COVERAGES AND OTHER NON-RETIREMENT PLAN BENEFITS

Tribune Publishing Company, LLC. (the "Employer" or the "Company") and NewsGuild-CWA including the Tribune Publishing Company bargaining units that the NewsGuild-CWA currently represents (the "Union" and collectively, the "Parties"), hereby agree to the terms of this Memorandum of Agreement

(the “Agreement”) as follows, which shall be effective as of January 1, 2023 through December 31, 2025:

1. The language in the following Article 14 (“INSURANCE COVERAGES AND OTHER NON-RETIREMENT PLAN BENEFITS”) is effective and enforceable on January 1st, 2023 and will be incorporated into the collective bargaining agreement currently being negotiated between the Parties. Notwithstanding the language of Article 14, section 2 (Other Insurance Coverages and Non-retirement plan Benefits) below, Employee contributions for dental will be same as status quo for 2023 and 2024, but will be bargained under the same terms for 2025 as medical.
2. The aforementioned agreements will resolve the 2023 Unfair Labor Practice charges. Upon full execution of this agreement, the Guild will direct its legal counsel to take any and all necessary steps to either dismiss or withdraw the unfair labor practice charges filed regarding the 2023 health benefits (13-CA-306205).
3. Any disputes related to this Memorandum of Agreement shall be processed through the grievance and arbitration clause to which the Parties have tentatively agreed

Section 1. Medical (includes prescription)

- a. The Employer agrees to contribute towards eligible employee’s medical coverage under the United Furniture Workers H&W Fund (UFW). Eligibility for medical coverage under the UFW plans (i.e., waiting period and ft/pt status) will remain unchanged from calendar year 2022 for the duration of this contract.

2023:

The Employer’s monthly contribution, regardless of the medical plan the employee elects under the UFW, will be:

- Employee Only - \$513.62
- Employee + Spouse - \$1,056.62
- Employee + Child(ren) - \$956.01
- Employee + Family - \$1,452.21

Effective January 1, 2024 and 2025 the above listed Company contribution for each level of coverage will increase by no more than 5.5%. However, in the event the above listed employer contribution rates increase for the company medical plans for 2024 and 2025 is less than 5.5%, the increase for the Company contribution to the UFW plan shall be the lesser amount.

- b. The Guild and the UFW will be completely responsible for properly enrolling eligible employees for medical benefits effective January 1, 2023. The UFW and the Guild must provide to the Employer initial enrollment information effective January 1, 2023, by employee, no later than December 28, 2022 to ensure timely updating of payroll. After this initial enrollment, timely enrollment, including any changes as a result of a qualifying life event (per IRS requirements), will follow the same process as in place in 2022.
- c. The parties agree that, no later than March 31, 2024, negotiations for 2025 medical benefits only will reopen or commence. Such negotiations should be concluded by June 30, 2024. These negotiations shall be limited to medical benefits for 2025 only. Parties agree that any changes will be based on plan design, which will include at least one HSA and one PPO plan. Alternative plan

proposals with premium increases of less than 13% will be considered. All other provisions of a CBA, should one be reached by then, shall remain in full force and effect. In any event, employer contributions will increase no more than 5.5% in 2025. However, in the event the increase for the company medical plans for 2025 is less than 5.5%, the increase for the Company contribution to the UFW plan shall be the lesser amount. In the event the parties do not reach agreement on the terms for 2025 medical benefits, the UFW plan will remain in place in 2025. In the event that the parties do not reach an agreement on dental, the 2025 company plan will go into effect.

- d. In no event will the Employer be subject to any additional liability to the UFW or the Guild beyond the payment of the Employer monthly contribution agreed to in this Article, including but not limited to administrative costs, fines and any and all claim overages relating to the usage of the UFW plan benefits. The UFW and the Guild agree to indemnify and hold the Employer harmless from any and all litigation arising out of the denial of any claims for benefits under the UFW plan.

Section 2. Other Insurance Coverages and Non-retirement plan Benefits

Eligible Guild represented employees will continue to be offered the same dental, vision, short-term disability and voluntary benefits as is offered to non-represented employees of the Employer. Benefits provided under these plans are determined by the insurance contract or other benefits program documents.

Certain voluntary benefit offerings are dependent on minimum enrollment counts determined by the insurance carrier. Should enrollment fall below the carrier's requirement, the Company will work with the insurance carrier to determine if benefit offerings can be provided directly to the individuals electing the applicable voluntary benefit.

Voluntary benefits offered for the duration of this agreement: Basic and Supplemental Life Insurance and AD&D (employee, spouse, child); Short-term disability buy-up; Long-Term Disability; Employee Assistance Program; Flexible Spending Accounts (FSA); Health Savings Account (HSA); Legal Assistance Plan; Identity Theft Insurance; Hospital Indemnity Insurance; Accident Insurance; Critical Illness Insurance; Student Loan Refinancing Benefit; Pre-Tax Commuter benefit (Transit/Parking).

ARTICLE 15. RETIREMENT SAVINGS PLAN

The Employer shall offer a 401(k) plan to all employees covered by this contract. The terms and conditions of the 401(k) plan including the match shall be the same as what is offered to non bargaining unit employees.

For existing active employees currently participating in the 401 (k) as of May 21, 2024, the match portion of the 401 (k) will continue during the term of this Agreement.

ARTICLE 16. GRIEVANCE AND ARBITRATION

Section 1. Grievances

The Guild and the Publisher agree, in principle, that disputes should be resolved whenever possible by informal discussion and without recourse to the formal grievance process.

Section 2. Definition of Grievance and Procedural Steps

A grievance is a difference or dispute between an employee or the Guild and the Publisher with respect to the meaning, interpretation, or application of the terms of this Agreement, including the question of procedural arbitrability of such a difference or dispute.

Step 1. Grievances must be initiated in writing and shall specify the basis for the grievance and the Article(s) alleged to have been violated and submitted to the employee's immediate supervisor (or to the Guild if the grievance is initiated by the Publisher) within sixty (60) calendar days after the alleged violation has occurred or it shall be considered waived. Notwithstanding the foregoing, if the grievance relates to discipline or discharge, the grievance must be submitted within thirty (30) calendar days of the date on the notice of discipline or discharge or it shall be considered waived.

The Publisher shall notify the employee and a Guild representative of a disciplinary action or discharge. Failure to notify the Guild does not eliminate or otherwise affect the discipline or discharge issued by the Publisher.

If the grievance directly involves the grievant(s)' immediate supervisor, the matter will be submitted to the department head or the department head's supervisor.

The grievance shall be answered, in writing, within fourteen (14) calendar days of receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the matter shall, within fourteen (14) calendar days after receipt of the written answer in Step 1, be advanced to Step 2, in writing, to the head of the employee's department (or to the Guild if the grievance is initiated by the Publisher). If the grievance has not been advanced in writing to Step 2, the grievance will be considered waived.

A meeting to discuss the grievance shall be held between the Guild's grievance committee and the Publisher's representative(s) within fourteen (14) calendar days of receipt of the written Step 2 grievance. The grievance shall be answered, in writing, within fourteen (14) calendar days of the Step 2 meeting.

The Step 2 meeting shall be held during the grievant(s)' regular workday.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the matter may be submitted to arbitration. If the grievance is advanced to arbitration, it must be submitted within thirty (30) calendar days of the receipt of the Step 2 answer or the grievance will be considered waived. Unless otherwise mutually agreed, the submission to arbitration shall be based solely on the written grievance submitted at Step 1 of the grievance process.

Section 3. Time Limitations

Any time limits in this Article may be mutually extended by the Parties in writing. If the Publisher fails to give an answer within the time limits set forth above, the Guild may immediately appeal the grievance to the next Step.

Section 4. Arbitration

The Party submitting a properly processed grievance to arbitration shall request the American Arbitration Association to furnish to both Parties a list of fifteen (15) arbitrators' names, all of whom shall be members of the National Academy of Arbitrators. An arbitrator shall be selected in accordance with the labor arbitration rules and procedures of the American Arbitration Association.

The Party submitting the request to the American Arbitration Association shall simultaneously provide a copy of the request to the other Party.

Section 5. Arbitrator's Authority

The Parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this Agreement and to issue an appropriate remedy. The Arbitrator shall have no power or authority to add to, delete from, subtract from, modify or amend the specific provisions of this Agreement. The decision of the arbitrator shall be final and binding.

An arbitrator shall have the authority to consider external sources of law unless those external sources conflict with the express provisions of this Agreement.

Section 6. Arbitration Costs

The costs of arbitration shall be shared equally by the Parties. Notwithstanding the foregoing, no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent, in which case the non-consenting party shall neither receive a copy of, nor receive access to, such transcript(s).

Section 7. Expedited Arbitration

Any grievance appealed to arbitration may be submitted to an arbitrator for expedited arbitration by agreement of both parties to do so. In cases involving discharge or suspension without pay for more than three (3) days, the Guild may unilaterally invoke expedited arbitration. Upon submission to expedited arbitration, the Publisher and the Guild shall endeavor to utilize all possible means to expedite the hearing and the rendering of the arbitrator's opinion and award, including, upon mutual agreement at the close of the hearing, the waiver of briefs and a joint request that an arbitrator render an oral opinion and award, not later than seven (7) calendar days following the close of the hearing.

Section 8. Grievances Not Arbitrable

The following shall be grievable but not arbitrable:

- Disciplinary actions that do not involve loss of pay or benefits
- Any difference regarding performance evaluations.

Section 9. Attendance at Arbitration Hearings

Notwithstanding anything to the contrary in this Agreement, employees shall not be paid by the Publisher for any time spent at any arbitration hearing between the Publisher and the Guild, unless they are requested by the Publisher to attend the arbitration hearing.

ARTICLE 17. NO STRIKES/NO LOCKOUTS

The Guild, its officers, agents, and representatives and all bargaining unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, boycott, or other interference or interruption of work of the Publisher or the sale of its products and services.

The Employer agrees not to engage in any lock-outs during the term of this Agreement.

ARTICLE 18. BUSINESS EXPENSES

- a. The Employer shall reimburse necessary business expenses incurred by an employee in the service of the Employer provided such expenses are approved by the employee's supervisor in advance of the purchase per the Employer's business expense guidelines. Expenses should be submitted for reimbursement within 30 days of the employee incurring the expense.
- b. The Employer shall reimburse for miles driven in a personal vehicle in the service of the Employer. The base reimbursement rate of 45 cents per mile shall be adjusted each year at the same annual percentage increase or decrease as the Internal Revenue Service mileage reimbursement rate not to exceed 3% per year but shall not fall below 45 cents per mile. The Employer shall reimburse employees for tolls and parking fees incurred while on assignment in the field.
- c. The company shall provide necessary equipment for employees to fulfill their duties as specified by the Employer and as provided in Article 22. Remote Work, Section 3.
- d. In the event an employee experiences a loss or damage to personal property while performing work for the employer, that is not caused by the employees' negligence or lack of due care, the employer will consider reimbursing the employee for damages in excess of reimbursements received by the employee from other sources, including insurance. The employer's decision shall be grievable but not subject to arbitration.

ARTICLE 19. INFORMATION

Section 1. Unit Information

The Employer shall provide the following information to the Guild in writing on a monthly basis:

- Name, home address, date of birth, race/ethnicity, gender
- Personal email and phone number (to the extent the information resides on the Employer's human resources database; for example, Workday)
- Date of hire
- Job classification
- Full time or part time status
- Annual salary or hourly rate, as applicable
- Work location
- Changes in pay including amount, resulting annual salary or hourly rate, and effective date
- Job classification change, including the new job title and effective date
- Termination date
- Change in status to full-time or part-time, and effective date
- The original date of hire when a temporary employee becomes a bargaining unit employee without a break in employment

Section 2. Personnel Files

Upon written request, but no more frequently than twice per year unless provided by state law any employee may review their electronic personnel file.

Upon written request, but no more frequently than twice per year, the Guild may request a copy of an employee's personnel file. An employee may provide to Human Resources for placement in their personnel file a written response to an item in their personnel file.

ARTICLE 20. ETHICS AND EDITORIAL PRINCIPLES

Section 1. Challenges

- a. An employee whose identifiable work, or if the employee himself/herself, is challenged in a letter to the editor shall be informed, when practicable, of such letter prior to its publication.
- b. If a question arises as to the accuracy of published material, the employee concerned will be given prior notice, where practicable, prior to publication of a correction, retraction or addition of that material.
- c. An employee who has been assigned to participate in an advertising, broadcast, streaming, networking, or political event and has concerns about such assignment should discuss such concerns with their supervisor. If after such discussion, the employee remains assigned to the event, the employee may refuse to accept the assignment.

Section 2. Subpoena

When a requirement for disclosure of information, notes, documents, films, video recordings, photographs, texts, emails, digital records, social media records or any other material or the source thereof is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission or legislative body, such employee shall immediately notify the Employer, or, if such requirement is made upon the Employer, the Employer shall notify the employee.

- a. Following such notification, Employer's counsel will be consulted and, if counsel's advice is followed, and if the employee has immediately notified the Employer and provided the requirement document(s) to the Employer, the employee shall not suffer any loss of pay or other benefits and shall be made whole to the extent permitted by law against fines or damages by any final judgment or decision in the action.
- b. If the Subpoena is for identification of an anonymous source and or notes and documents related to the source, the Employer's obligation to defend shall only exist if the employee first obtained prior permission and approval to use an anonymous source(s) from their direct supervisor or the manager responsible at the time of publication.

Section 3. Principles

Employees shall not be:

Held responsible for, nor disciplined in connection with, the communications of another person on social media or similar communications sites.

An employee's byline or credit line shall not be used over the employee's protest. The foregoing right to withhold a byline or credit line does not extend to the right to engage in a byline strike.

Editorial content decisions shall be made by editorial management only. Such decisions shall be consistent with journalistic integrity.

ARTICLE 21. OTHER COMPANY POLICIES

Section 1. Existing Policies

All policies of the Employer not specifically modified by or not specifically addressed in this Agreement shall apply to bargaining unit employees on the same basis as such policies are applicable to non-bargaining unit employees of the Employer.

Such policies are each subject to the Employer's right in its sole discretion to modify, replace, or discontinue each policy, provided such changes are consistent with changes made to the policies applicable to non-bargaining unit employees of the Employer.

ARTICLE 22. REMOTE WORK (TELECOMMUTING)

Section 1. Remote Work

Remote work is working from home or another location on a full-time or part-time basis.

- a) Employees may be assigned to work remotely or may request to work remotely.
- b) When an employee who works remotely is reassigned to work in an Employer-provider location, the employee will be given at least two weeks advance notice of the change. If requested, the employee will be provided an explanation for the change.
- c) Employees who are working remotely remain obligated to comply with all company rules, practices, and instructions, unless inconsistent with the provisions of this collective bargaining agreement.

Section 2. Compensation and Work Hours

An employee's compensation, benefits, work status and work responsibilities will not change as a direct result of working remotely. Working remotely from a different state may result in a change in benefits or other changes due to state requirements. The amount of time the employee is expected to work per day or pay period will not change as a direct result of telecommuting.

Employees who are working remotely are expected to work during their regularly scheduled work hours.

Section 3. Equipment and Tools

The Employer shall provide all necessary work-related equipment and tools to employees as specified by the Employer. Equipment shall be maintained and updated by the Employer to allow the employees to perform their work.

ARTICLE 23. EMPLOYEE HEALTH AND SAFETY

Section 1. Workplace conditions

- a. Any complaint about unsanitary and/or unsafe conditions shall be investigated by the Employer and, if valid, corrected within a reasonable period of time.
- b. When testing is required by a federal, state or local agency to assess potentially unsafe or unsanitary conditions, the Employer will advise the Guild within 48 hours of the Employer

having received notice of such testing in work areas where bargaining unit employees work or of such testing on equipment which bargaining unit employees use.

Section 2. Assignments

- a. If an employee has a good faith belief that an assignment is objectively hazardous and may result in physical injury, death or serious illness, such concerns should immediately be discussed by the employee with their supervisor and/or their supervisor's manager. Such discussion may also cover the furnishing of reasonable protection and protective devices.
- b. If after such discussion, the employee remains assigned, the employee may refuse to accept such assignment.
- c. Nothing in this section precludes the Employer from disciplining an employee for refusing to perform an assignment which a reasonable person would not consider to be objectively hazardous and may result in physical injury.

Section 3. Trauma

Once a calendar year, in response to a traumatic experience in covering a news story in service of the employer, an employee may request a reduction in responsibilities for an agreed upon period of time and/or **will be granted** up to five days of paid time off and will be provided information on the Employee Assistance Program. The Guild shall be notified in writing of such arrangements or any changes to such arrangements.

If the employee decides to apply for Short Term Disability based on such an event, any paid days granted above will count towards the waiting period

Section 4. Health and Safety Committee

The Employer and the Guild recognize the importance of the safety of all employees.

- a. Upon ratification of this Agreement, the Employer and the Guild shall establish a joint health and safety committee, with two (2) representatives each will meet to discuss issues of health and safety relating to their bargaining unit. Such meetings will occur at the request of either the Guild or the Employer, but not less frequently than once per calendar quarter unless neither party requests a meeting. The frequency of meetings and number of bargaining unit employees participating may be changed by mutual agreement.
- b. Recommendations that may be developed in these meetings shall be considered by newsroom management. Newsroom management will respond to such recommendations by no later than the next meeting.

ARTICLE 24. VOLUNTARY RESIGNATION INCENTIVES

The Employer reserves the right to, from time to time, design and offer in its discretion individual or group voluntary termination incentives to bargaining unit employees.

Prior to offering a voluntary termination incentive to bargaining unit employees, the Employer will provide the Guild with a copy of the incentive at least one week in advance of offering it to employees, and, at the Guild's request, will meet to discuss the incentive being offered. In the event the Parties are not able to reach agreement on the terms of the incentive, the Employer may nevertheless implement such changes.

ARTICLE 25. SEPARABILITY

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or regulation, such term or provision shall continue in effect only to the extent permitted by such law or regulation. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 26. DURATION OF AGREEMENT

This Agreement shall be in effect from June 1, 2024 and shall continue in full force and effect through May 31, 2026, inclusive.

Within ninety (90) days immediately prior to the expiration date of this Agreement, but not less than sixty (60) days prior to said expiration date, the Employer or the Guild may give notice, in writing, of termination, modification or renewal of this Agreement.

The provisions of this Agreement shall remain in effect until such negotiations are lawfully terminated through ratification of a successor Agreement, through a lawful impasse, or any other lawful means of terminating this Agreement.

If notice is not given by either party by not less than sixty (60) days prior to said expiration date, this Agreement shall automatically renew itself thereafter during annual periods of one (1) year each and continue in full force and effect unless either party notifies the other in writing of its desire to alter, amend, or terminate this Agreement not greater than ninety (90) days and no less than sixty (60) days prior to the expiration of any such contract year.

ARTICLE 27. TRAINING

The Employer and the Guild recognize that training is important and necessary and will work together to assure that training is useful and contribute to the overall good function of our workplaces.

Upon ratification of this Agreement, the Employer and the Guild shall establish a joint training committee, with two (2) representatives each, to meet quarterly or on an as needed basis, for the purpose of researching and identifying and recommending training needs for employees covered by this Agreement focusing on new or additional skills and duties, including the introduction of new technology or processes and for creating classes and programs to address those training needs. The Employer will respond to such recommendations by no later than the next scheduled meeting. Such training will be on paid work time. If travel to another location is necessary travel and accommodation will be reimbursed.

ARTICLE 28. OUTSIDE ACTIVITIES

Section 1. Outside Activities

1. Employees are encouraged to obtain prior approval of their manager before accepting outside employment. Limitations on outside employment include:
 - A. Employment that conflicts with your work schedule, duties, performance and responsibilities;

- B. Employment that creates a conflict of interest with your employment;
 - C. Employment that competes with the business or reputational interests of the Employer.
2. The Employer encourages its employees to be involved in community organizations.
 3. Recognizing that it is not possible to foresee all conflicts that could emerge, employees are expected to be alert to involvement that may affect or impact the reputation, integrity or appearance of fairness with the Employer, and, when they surface, bring them to the attention of their manager.

ARTICLE 29. TRANSFERS AND PROMOTIONS

- a. An employee whose regular job assignment or regular job classification is changed shall be given two weeks advance notice of such change. An employee whose regular geographical location is changed will be given thirty (30) days’ advance notice of such change. Upon mutual agreement, any change in regular job assignment, regular job classification, or regular geographical location may begin prior to expiration of the applicable advance notice.
- b. Should the Employer transfer an employee or change an employee’s job classification, job assignments or geographical assignment, the Employer shall pay appropriate moving expenses.

ARTICLE 30. UNION SECURITY

Employee Union Rights

Employees shall continue to have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for collective bargaining or other mutual aid and protection, and shall also have the right to refrain from any or all of such activities.

It is understood that the Florida state constitution has declared that mandating union membership as a condition of employment is illegal and unenforceable in collective bargaining agreements. In the event that Union security provisions become legal for Florida employers, the parties agree to meet to discuss the effect of the change in law.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representatives:

For The CWA Local 3108, chartered by The Communications Workers of America (AFL-CIO, CLC)

BY: _____

BY: _____

For The Orlando Sentinel Communications Company, LLC

BY: Jean Reumatat _____ 7/3/24 _____

BY: Marshall W Anstandig _____ 7/3/24 _____