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COLLECTIVE BARGAINING AGREEMENT

Between

Copley Ohio Newspapers, Inc.

(Akron | Kent)

And

**Northeast Ohio Newspaper Guild, Local Number 1,
Chartered by The Newspaper Guild (AFL-CIO)**

(Editorial Contract)

2024 – 2026

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GUILD CONTRACT

THIS AGREEMENT is made (date), between Copley Ohio Newspapers, Inc., *d/b/a the Akron Beacon Journal* and the *Record-Courier* ("Employer") and the Northeast Ohio Newspaper Guild, Local Number 1 ("Guild") chartered by The NewsGuild-CWA (AFL-CIO, CLC) for itself and on behalf of employees in the bargaining unit set forth below.

ARTICLE I

RECOGNITION, COVERAGE, WORK ASSIGNMENTS AND JURISDICTION

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 rates of pay, hours, and other terms and conditions of employment for all employees covered by this Agreement.

Section 1.2. Bargaining Unit. (a) Inclusions. This Agreement covers all employees of the Employer in the *Akron Beacon Journal* Editorial Department and the *Record-Courier* Editorial Department (as defined in Case 08-RC-279485).

(b) Exclusions. (i) Excluded from the bargaining unit are:

Akron: One (1) Executive Editor/Regional Editor, one (1) Managing Editor, one (1) Metro Editor, two (2) Planning Editors, one (1) Regional Opinion Engagement Editor, one (1) Regional Sports Editor, one (1) Akron Sports Editor, one (1) Assistant Regional Sports Editor, one (1) Akron Digital Editor, one (1) Regional Digital Editor, one (1) Weekend/Night Editor, and one (1) Administrative Assistant.

Kent: Currently there are no excluded positions. The Employer reserves the right to place one (1) Editor in the Kent market without complying with the notice and meeting requirements provided in subsection (ii) below.

(ii) In the event the Employer creates a new position and asserts it to be managerial, supervisory or confidential under the National Labor Relations Act ("Act"), it shall notify the Guild in writing not less than two (2) weeks prior to establishing such a position. The parties shall meet within ten (10) calendar days of receipt of such notice for the purposes of discussing the Employer's exemption assertion. If no agreement is reached within five (5) calendar days of such meeting, the Employer may designate the position as exempt. Either party may submit the issue for resolution in a unit clarification proceeding or other appropriate proceeding before the National Labor Relations Board ("Board").

Section 1.3. Work Assignments and Jurisdiction. (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

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conferral of jurisdiction with respect to such work. Except as otherwise explicitly provided in Section 1.3(c) below, the Employer has the right to utilize individuals 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;
- (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 1.3(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 Summit County for the *Akron Beacon Journal* and within Portage County for the *Record-Courier* is recognized as bargaining unit work with respect to which the Parties further agree as follow:

- (i) Local news content appearing in the *Akron Beacon Journal* or *Record-Courier* 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 *Akron Beacon Journal* or *Record-Courier*;
- (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;

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(iv) It is recognized that matters constituting local news for the *Akron Beacon Journal* and the *Record-Courier* 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 *Akron Beacon Journal* or in the *Record-Courier* is not limited by this Section 1.3(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 1.3.

(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 8.4; or

(II) To accept reassignment to another position.

ARTICLE II

UNION SECURITY AND CHECK OFF

Section 2.1. Guild Shop. It shall be a condition of employment that all employees of the Employer covered by this Agreement shall remain members of the Guild and those who are not members on the execution date of the Agreement become and remain members in the Guild. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) calendar day following the beginning of such employment become and remain members in the Guild.

Section 2.2. Dues Deduction. (a) Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the 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 to the Employer by the Guild. Such schedule may be changed by the Guild at any time.

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

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ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To Copley Ohio Newspapers Inc.:

I hereby assign to the Northeast Ohio Newspaper Guild, and authorize the Employer to deduct from any salary earned or to be earned by me as its employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the Northeast Ohio Newspaper Guild. I further authorize and request the Employer to remit the amount deducted to the Northeast Ohio Newspaper Guild biweekly.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. I further agree and direct this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable collective bargaining agreement 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 forty-five (45) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's Signature

Date

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. (a) 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

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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 at the time the Guild became the collective bargaining representative 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.

ARTICLE IV

NON-DISCRIMINATION

Section 4.1. No Discrimination. In accordance with applicable law, the Employer and the Guild agree that there shall be no discrimination in hiring or during employment based on race, creed,

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color, religion, national origin, disability, age, sexual orientation or preference, gender identity, veteran status, marital or parental status, and/or family relationship.

Section 4.2. Hiring Practices. Consistent with applicable law, the Employer shall make a reasonable effort in its hiring practices to employ the socially and culturally disadvantaged.

ARTICLE V

HIRING

Section 5.1. Probationary Period. A new employee hired shall have a probationary period of ninety (90) days, which can be extended by mutual agreement of the Employer and the Guild. The discharge or discipline of an employee during the probationary period shall not be subject to the provisions of Article VII (Grievance and Arbitration).

Section 5.2. Guild Referrals. Where a vacancy exists, the Employer shall give consideration to the hiring of any candidates referred by the Guild.

Section 5.3. Diversity. The Employer and the Guild agree that they shall continue to cooperate in programs designed to increase the hiring, training, and promotion of employees without regard to age, sex, race, creed, color, national origin, disability, veteran status, sexual orientation, or marital or parental status.

Section 5.4. No Blacklisting. The Employer agrees not to have or enter into any agreement with any other employer binding such other employer not to give employment to the employees of the Employer.

ARTICLE VI

INFORMATION

Section 6.1. Information to be Furnished Quarterly. The Employer shall supply the Executive Secretary of the Guild, on a quarterly basis, if requested, the following information with respect to bargaining unit employees:

- (a) Name, address, sex, and date of birth;
- (b) Minority status and disability (in each case as identified by the employee);
- (c) Years of service (defined as the total number of continuous years of employment at the *Akron Beacon Journal* and/or the *Record-Courier* 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 *Akron Beacon Journal* and/or the *Record-Courier* 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);
- (d) Classification and job title (if different);

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- (e) Anniversary date (if different from date of hire);
- (f) Salary and other forms of monetary compensation; and
- (g) Average hours worked by part-time employees for the past six (6) month period.

The Employer shall also supply the Guild, on a quarterly basis, a list of the Correspondents used in the previous three (3) months and the amounts paid to each for that same period, provided that after the end of the third quarter the Employer will next provide the individual's total amount paid as reported on the 1099 for the relevant calendar year when that information becomes available in the normal course of business.

Section 6.2. 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 merit increases granted by name of employee, individual amount, resulting new salary, and effective date;
- (b) Increases resulting from the application of the contractual minimum rates resulting in a new hourly rate or salary and effective dates;
- (c) Changes in job title, any salary changes by reason thereof, and effective date; and
- (d) Resignations, retirements, and deaths and any other revisions in the data listed in Section 6.1, effective dates.

Section 6.3. 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 6.1, including effective dates, and the start date with the *Akron Beacon Journal* or the *Record-Courier* (which may come in a separate report).

Section 6.4. Information in Personnel Files. The Employer shall contemporaneously furnish an employee a copy of any information placed in that employee's personnel file concerning that employee's job performance. The Employer shall contemporaneously furnish the Guild with a copy of any discipline or disciplinary notice placed in an employee's personnel file. The employee shall be allowed to place in that employee's personnel file a response to anything contained therein and, with the employee's consent, the employee may be assisted by the Guild.

Section 6.5. Examination of Personnel File. The Employer shall permit an employee, upon reasonable notice, to examine the content of that employee's personnel file, except pre-employment test scores or references. Such examination shall be permitted at least once a year.

Section 6.6. Additional Information. The Employer agrees to provide records requested by the Guild for administration of its contract and the performance of its duties, and the Guild agrees to make a good faith effort to reach an accommodation on any such request that creates an unreasonable burden on the Employer's operation.

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Section 6.7. Information and Notice to the Guild. All references to information and/or notice in this Agreement to the Guild shall be given to the Executive Secretary of the Northeast Ohio Newspaper Guild. The Guild is responsible for keeping the relevant electronic and physical addresses on file with the Employer.

Section 6.8. 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 individuals performing the work, the general area in which the work is performed (e.g., sports, photo lifestyles, etc.), and the monthly amounts paid.

ARTICLE VII

GRIEVANCE/ARBITRATION PROCEDURE

Section 7.1. 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) *Akron Beacon Journal/Record-Courier* bargaining unit employees designated by the Guild and not more than two (2) Management representatives designated by the Employer shall discuss a timely grievance. The Guild may substitute a CWA representative for one of the two (2) *Akron Beacon Journal/Record-Courier* bargaining unit employees designated by the Guild. Such meeting shall be held as promptly as possible after the Employer 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 Employer, or its designated representative, shall respond to the grievance in writing within fourteen (14) calendar days of the meeting.

Section 7.2. Arbitration. (a) In the event the procedure in Section 7.1 above does not result in a resolution of the grievance and/or the Employer fails to respond within the fourteen (14) calendar-day time period in Section 7.1, 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 Employer'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 Employer and the Guild may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

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(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 Employer 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 7.3. Authority of the Arbitrator. (a) The arbitrator shall limit their decision to the settlement of the written grievance before them 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 Employer, 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 Employer or exceed a total of one hundred and twenty days of pay or other retroactive relief. No award of back wages shall exceed the amount of wages the employee would otherwise have earned at the *Akron Beacon Journal* or *Record-Courier* 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 Employer.

Section 7.4. 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 Employer with seven (7) calendar days advance written notice.

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Section 7.5. 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 VIII

SECURITY

Section 8.1. Employee Discipline. There shall be no dismissals or other employee discipline except for just and sufficient cause.

Section 8.2. Progressive Discipline. (a) The parties hereto agree to the general principles of progressive discipline that may include: verbal warning; written warning; suspension and/or final written warning; termination.

(b) The Employer shall always have the right, depending on the seriousness of the situation, to move directly to any level of progressive discipline, including immediate termination.

(c) Serious offenses include but are not limited to: plagiarism, falsification of records, gross misconduct, conduct creating a hostile work environment, willful neglect of duty, insubordination, using or being under the influence of intoxicants or drugs on Company property, physical assault while on Employer time and/or Employer property and willful damage to Employer property.

(d) Should the Employer invoke any step out of order of the procedure including summary discharge, the burden of proof will be on the Employer to show that the seriousness of the offense outweighed the obligation to apply the provisions of the above discipline procedure.

Section 8.3. Reprimands and Warnings. Communiqués critical of an employee, including notices of reprimands and warnings in an employee's personnel file, may not be referred to by the Employer in future disciplinary matters after two (2) years. Such materials may, however, be used by the Employer to defend against claims brought against it.

Section 8.4. 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 Executive Secretary of the Guild (Local 1) at least fourteen (14) calendar days in advance of its intention to reduce the force or fourteen (14) days' pay in lieu of notice. Such notice shall specify the job title and the number of employees in each job title. During the fourteen (14) day period, the Employer shall accept any and all volunteers in the same job title with twenty-eight (28) or more years of service, up to the total number of reductions sought in a given job title, and each volunteer shall reduce by one the number of employees who otherwise would have been laid off. If needed, the Employer will consider other volunteers with fewer than twenty-eight (28) years of service, but the acceptance of such volunteers is at the discretion of management and shall not be subject to the provisions of Article VII (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, the most senior employees who volunteer shall be those who are accepted, provided the Employer, in its sole discretion, may select additional volunteers beyond the number needed. Volunteers shall receive severance pay in accordance with the terms of Article IX (Severance Pay).

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(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 VII (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 VII (Grievance/Arbitration Procedure).

Section 8.5. Application of Seniority when Reducing the Force. Dismissal to reduce the force, if any, shall be by separate location (*i.e.*, Akron or Kent) and generally be made in inverse order of seniority within the job title affected. The seniority ranking within job titles as of the effective date of this Agreement is set forth at Appendix B. In Akron, the Employer may skip over up to three (3) employees in the Reporter classification or any classification having five (5) or more incumbents. In Akron the number of skips for any classification having four (4) or fewer incumbents shall be one (1). The number of skips in Kent shall be one (1). The Parties may also mutually agree to another process that provides the Employer with personnel needed.

Section 8.6. Notification of New/Modified Equipment, Machines, or Apparatus. The Guild shall be given at least thirty (30) calendar days' notice of intent to introduce new or modified equipment, machines, or apparatus which will create new job classifications or significantly alter the job content of existing job classifications. The parties shall meet to discuss the implications of these changes and engage in effects bargaining with the Guild, if requested, provided the Employer shall be entitled to introduce the new or modified equipment, machines, or apparatus in the manner proposed by the Employer after thirty (30) calendar days unless the Parties mutually agree in writing to a different time period.

Section 8.7. Seniority. (a) For purposes of this Article, with respect to the Akron newsroom, seniority shall mean all years of continuous employment in the *Akron Beacon Journal* newsroom as a regular full-time employee. With respect to the Kent newsroom, seniority shall mean all years of continuous employment in the *Record-Courier* newsroom as a regular full-time employee.

(b) For purposes of benefit entitlement (including severance pay/benefits), seniority shall be defined as the total number consecutive of years of employment at the *Akron Beacon Journal*, the *Record-Courier*, 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 *Akron Beacon Journal* or the *Record-Courier* 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 A (Seniority Ranking).

(c) Seniority for purposes of a reduction in force shall be defined as the most recent date of hire into the respective newsroom (*i.e.*, the Akron newsroom or the Kent newsroom).

(d) 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.

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ARTICLE IX

SEVERANCE PAY

Section 9.1. Severance Pay. (a) A regular full-time employee and a regular part-time employee terminated pursuant to Section 8.4 (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 Employer 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 9.2. Payment of Severance or Termination Incentives 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 X

TRANSFERS, ASSIGNMENTS AND PROMOTIONS

Section 10.1. Assignments of Work. (a) 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. Assignments may be temporary and/or intermittent in nature, depending on the needs of the newspaper.

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(b) An employee shall not be required to use their position as an employee for any purpose(s) other than performing the duties of their position as assigned by the Employer.

Section 10.2. Posting of Opportunities. The parties agree that it is currently the policy of the Employer, wherever possible, to promote from within as well as to provide, by means of transfers from one job title to another and assignments among job titles, opportunities for qualified employees to broaden their experience and qualifications. Therefore, subject to the operation of a rehiring list, when a job opening exists, appropriate notice shall be posted and current qualified employees given consideration for assignment, transfer, or promotion. Interested employees shall apply in writing. It is understood that this provision does not apply to internal reshuffling of positions.

Section 10.3. Right to Refuse a Promotion. No employee shall in any way be penalized for refusing to accept a promotion.

Section 10.4. 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 her/his consent. It is understood that the prior sentence relates only to the relocation of an employee's normal work location and does not apply to assignments requiring employees to work more than twenty-five (25) miles from the Employer's business offices even for an extended period.

Section 10.5. Premium for Manager "Fill In" and Team Lead. Employees who temporarily fill in for managers or who are team leads shall receive a premium of \$15.00 per shift. This applies only to shifts actually worked in such capacity, provided that an employee who is assigned as a team lead shall receive premium pay while on vacation or on a sick day, personal day, or holiday/floating holiday (even if not worked).

ARTICLE XI

HOURS AND OVERTIME

Section 11.1. Normal Workday. Effective the first day of the second full payroll period following acceptance of this Agreement, the normal workday for all full-time employees is eight (8) hours interrupted by an unpaid lunch (of up to one (1) hour). The normal workday for part-time employees shall be assigned by the Employer.

Section 11.2. Normal Workweek. (a) Effective the first day of the second full payroll period following acceptance of this Agreement, the normal workweek for all full-time employees consists of up to five (5) shifts and is forty (40) hours. The normal workweek for part-time employees is less than thirty (30) hours. Part-time employees may be scheduled to work no more than six (6) consecutive days, unless mutually agreed to by the Employer and the employee.

(b) The workweek is Monday through Sunday.

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Section 11.3. Overtime. Overtime shall be paid for all hours actually worked in excess of forty (40) hours per week. The Employer shall make its record of overtime paid available to the Guild upon request.

Section 11.4. Work Schedules. Work schedules for full-time employees shall be posted at least seven (7) days in advance of the workweek to which they apply. The Employer agrees that, whenever possible, work will be scheduled in periods longer than fourteen (14) days. Work schedules may be changed with less than seven (7) days' notice by mutual agreement between the Employer and the employee. This section does not limit the Employer's right to change an employee's schedule to cover significant or unusual breaking news.

Section 11.5. Call Back. (a) If a full-time employee having once been released from duty is required by the Employer to return to its business office or go out on assignment, s/he shall be guaranteed three (3) hours' pay at the premium rate, which is time and one-half (x 1-1/2).

(b) Employees who have been released from duty and are required by the Employer to work from home shall be compensated in quarter hour (0.25) hour increments and paid overtime for all time actually worked in excess of forty (40) hours per week.

Section 11.6. Remote Work. With the Employer's agreement, employees may work remotely unless the Employer determines there is the need for the employee(s) to report to a newsroom based on business needs as determined by management. Except with the Employer's agreement, employees must work from the office for portions of at least two (2) business days per week. The Employer shall have the right to increase or decrease the number of in-office days required of its employees at its sole discretion and any requirement for in-office work shall not be subject to the grievance or arbitration provisions (Article VII) of this Agreement.

ARTICLE XII

HOLIDAYS

Section 12.1. Holidays. (a) Regular full-time employees shall have the following holidays with full pay: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Christmas Day. The Employer will determine the days upon which the holidays will be observed.

(b) Holiday Worked. If a holiday is worked, an employee shall receive premium pay of time-and-one-half for all hours worked on the holiday. Additionally, the employee, with the approval of his or her supervisor, may schedule an additional day off within the same pay period, or at such other time as is mutually agreed to. In lieu of scheduling an additional day off, by mutual agreement of the Employer and the employee, the employee will receive a regular shift's pay at straight time.

(c) Holiday Not Worked. An employee not required to work on a holiday will receive a regular shift's pay at straight-time.

(d) Holidays Falling During PTO. A holiday falling on a day an employee would otherwise be off on PTO shall be considered a holiday and not a PTO day. For example, an employee using PTO

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to be off five (5) consecutive days, one of which is a holiday, will only be charged with using four (4) PTO days.

(e) Holiday Eligibility Requirements. In order to receive holiday pay in addition to pay for time actually worked on the holiday as provided for in Section 12.1(b) or holiday pay as provided for in Section 12.1(c): (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 12.2: Floating Holidays. (a) Beginning January 1, 2021, regular full-time employees shall be eligible for three (3) floating holidays per 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.

(e) Floating holidays shall be scheduled separately in Akron and Kent.

ARTICLE XIII

PAID TIME OFF

Section 13.1. Paid Time Off. (a) Full-time employees shall be eligible for PTO in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Days Accrued per Year</u>
0-2 years	15
3-9 years	25
10-24 years	28
25 + years	32

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

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Although PTO hours accrue on a pay period basis, PTO hours are available to employees to use throughout the year, even prior to all PTO hours being deemed accrued.

(b) Employees averaging thirty (30) or more hours but less 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 XV (Military Leave).

Section 13.2. (a) Use and Accrual. Except as otherwise required by law, PTO must be taken during the year accrued. PTO may be used only in half-day increments or more by employees who are exempt for purposes of the Fair Labor Standards Act. Non-exempt (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. (i) 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 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 shall prevail.

(ii) If PTO (and all other paid time off) is exhausted by December 1 and an employee needs to miss work, employees are free, as they have been in the past, to bring their requests 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 or work remotely. Except to the extent otherwise provided by law, however, Management retains sole discretion as to how such requests (e.g., requests that employees be allowed to switch assignments or work remotely) are handled and the decision is not subject to arbitration.

(c) Advancement. To avoid a bottleneck of unused PTO time in the fourth quarter and to encourage the use of PTO time earlier in the year, the Employer shall consider all requests for the use of PTO time before it is actually accrued. The advancement of more than one (1) week of unaccrued PTO time is at the Employer's discretion and shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 13.3. 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 calendar year that are received before January 31 shall be granted by seniority. 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,

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employees requesting to use PTO in conjunction with military leave will be given first consideration. 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.

(b) Request for less than Five (5) Days. Except as provided for in Section 13.4 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.

Section 13.4. 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 13.5. 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 13.6. 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, for example in conjunction with FMLA. This Section 13.6, however, does not apply to Guild Leave (Section 14.7).

Section 13.7. (a) Days of Cultural, Religious, or Other Matters of Personal Significance. PTO may be requested for days of cultural, religious, or other days of personal significance, and such reasonable requests will normally be given preference over others. Such time must be requested and will be scheduled in accordance with Section 13.3(b).

(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 13.8. Separate Scheduling in Akron and Kent. Any time scheduled or taken pursuant to this Article shall be scheduled or taken separately in Akron and Kent.

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ARTICLE XIV

LEAVES OF ABSENCE

Section 14.1. Discretionary Unpaid Leaves. The Employer, at its discretion, may grant employee unpaid leaves of absence, which shall be on a non-precedential basis.

Section 14.2. Emergency Leaves. The Employer shall consider requests for paid leave and may grant same for a period set by the Employer where personal or family emergencies exist, which shall be on a non-precedential basis. With the Employer's approval, employees may use accrued but unused PTO for approved emergency leaves.

Section 14.3. Jury Duty. (a) Full-time and part-time employees scheduled to work thirty (30) or more hours a week are eligible for paid jury duty leave. Although part-time employees scheduled to work less than thirty (30) hours per week and temporary employees are not entitled to jury duty pay, a request to take unpaid leave for the purposes of jury duty shall not be unreasonably denied.

(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 they are 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 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 be 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 14.3 (b).

Section 14.4. 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 vacation which the Employee may have before becoming eligible for unpaid FMLA leave. Vacation time so taken shall be counted towards the twelve (12) weeks of FMLA leave; and (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 14.5. 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) policy in effect for full-time and part-time employees outside of the bargaining unit. Effective January 1, 2024, this policy generally provides for up to ten (10) weeks of PPL to 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), as applicable. It is

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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 ten (10) weeks or modifying the Parties' rights under FMLA.

(b) 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.

(c) PPL may be taken in one-week increments or for ten (10) 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 10-week total amount of PPL granted for that event. Employees cannot receive more than ten (10) weeks of PPL granted in a rolling 12-month period regardless of whether more than one (1) birth, adoption, surrogacy, or foster care placement event occurs within the same 12-month time frame.

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

(e) 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.

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

Section 14.6. 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 and stepsiblings, mother/father-in-law, grandparents and grandparents-in-law, and grandchildren. Additionally, up to three (3) days of paid bereavement leave may be granted, with Employer approval, for the passing of a loved one who was not an immediate family member.

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(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 14.7. Guild Leave. If the Employer determines it is operationally feasible, and without incurring overtime costs, employees may be permitted to use paid or unpaid time off to attend the conventions of The NewsGuild-CWA or any labor organization with which it is affiliated. 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.

Section 14.8. 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 14.1, the Employer will continue to provide health benefits during an approved leave of absence provided the employee remains current in the employee contribution. With respect to leaves pursuant to Section 14.1, coverage shall be as agreed to by the Employer and the employee requesting the discretionary leave.

ARTICLE XV

MILITARY LEAVE

Section 15.1. Military Leave. (a) The Employer agrees to abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any other state or federal statute in effect or which becomes the law during the term of this Agreement with regard to the employment or reemployment of a person serving military obligations, whether such people are serving military obligations on a voluntary or involuntary basis, including obligations arising in the regular or reserve service of the United States or any state, territory or federal district. This Section shall not be construed as imposing any obligation not required by law.

(b) Employees must give notice to their supervisor regarding military leave as soon as they become aware of it.

(c) An employee's military leave will be without pay, but employees may use any available earned and unused vacation and/or floating holidays for the absence.

ARTICLE XVI

PART-TIME, TEMPORARY EMPLOYEES, CORRESPONDENTS, INTERNS AND SPORTS STATISTICIANS & JOURNALISM FELLOWS

Section 16.1. Part-Time Employees. (a) Defined. A part-time employee is one who is hired to work less than thirty (30) hours per week.

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

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- Are eligible to participate in the 401(k) and medical plans in accordance with the terms of those plans;
- Part-time, non-exempt employees who work less than thirty (30) hours on a weekly basis shall be eligible for the same paid sick leave on a "same as" basis and to the same extent as other such part-time employees employed by the *Akron Beacon Journal* or the *Record Courier*.
- Employees regularly scheduled to work thirty (30) or more hours but less than forty (40) shall be eligible for the same bereavement leave as full-time employees;
- Although part-time employees scheduled to work less than thirty (30) hours on a weekly basis are not entitled to bereavement leave, a request to take unpaid leave for the purposes of attending a funeral or a memorial service will not be unreasonably denied;
- Employees regularly scheduled to work thirty (30) or more hours but less than forty (40) shall be eligible for the same jury duty leave as full-time employees;
- Although part-time employees scheduled to work less than thirty (30) hours on a weekly basis are not entitled to jury duty pay, a request to take unpaid leave for the purposes of jury duty will not be unreasonably denied;
- Will be paid premium pay at the rate of time and one-half (x1-1/2) for all hours actually worked on the day any of the eight (8) named holidays are celebrated; and
- Will be eligible for severance pay as provided for in Article IX (Severance Pay).

Part-time employees shall be entitled to no other benefits or premium pay except to the extent required by law.

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

Section 16.2. 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 who are paid on Gannett payroll shall be eligible for the same paid sick leave on a "same as" basis and to the same extent as other such temporary employees employed by the *Akron Beacon Journal* or the *Record-Courier*.
- Additionally, although temporary employees are not entitled to jury duty pay (Section 14.3) or bereavement leave (Section 14.6), a request to take unpaid leave for the purposes of jury duty or, consistent with Section 14.6, for the purposes of attending a funeral or a memorial service will not be unreasonably denied.

Otherwise temporary employees receive no benefits except as required by law.

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(b) 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.

Section 16.3. "Correspondents." Correspondents, freelancers, and other independent contractors separate from the bargaining unit ("Correspondents") may provide content. In any given year the Employer shall spend no more than one hundred thousand dollars (\$100,000) on such correspondents, freelancers and other independent contractors.

Section 16.4. Interns and Sports Statisticians. (a) Interns are defined as students currently enrolled in or recent graduates of a college program. Interns may be engaged and work for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Interns who are not currently enrolled in college program may work for a period not to exceed four (4) months, unless extended by mutual agreement of the Employer and the Guild. A sports statistician is someone performing the duties historically performed in that position. Sports statisticians are covered by Sections 16.1 and 17.1.

(b) Interns are acknowledged not to be members of the bargaining unit but their employment shall be consistent with the terms of this Agreement.

(c) Interns 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 named holidays as provided for in Section 12.1; they are entitled to no other benefits under this Agreement except to the extent required by law.

(d) Interns are not covered by Section 8.4 (Dismissals to Reduce the Force).

Section 16.5. Journalism Fellows. (a) Journalism fellows (e.g., Report for America) are journalists or aspiring journalists whose employment is based upon their compensation being funded 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) Fellow's total hourly compensation shall not be less than the minimum rate provided for at Section 17.1 (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, will not be paid severance, and are not covered by layoff protections provided in Section 8.4. (Dismissals to Reduce the Force.)

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(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 XVII

WAGES & SALARIES

Section 17.1. Minimum Rates of Pay. (a) Effective the first day of the second full payroll period following acceptance of this Agreement, the following minimum wages and/or salaries for full-time employees shall be in effect during the term of this Agreement.

(b) Journalists (Akron Newsroom). Except as provided below, effective the first day of the second full payroll period following acceptance of this Agreement, full-time journalists, defined as reporters and photographers, employed in the *Akron Beacon Journal* Editorial Department, shall be paid a minimum of not less than \$20.00 per hour upon hire, a minimum of not less than \$22.12 per hour after the completion of five (5) years' of employment at the *Akron Beacon Journal*, and a minimum of not less than \$24.52 per hour after the completion of ten (10) years' of employment at the *Akron Beacon Journal*.

(c) Other Positions (Akron Newsroom). News clerks employed in the *Akron Beacon Journal* Editorial Department, shall be paid a minimum of not less than \$15.00 per hour.

(d) Journalists (Kent Newsroom). Full-time journalists, defined as reporters and photographers employed in the *Record-Courier* Editorial Department, shall be paid a minimum of not less than \$18.00 per hour.

(e) Other Positions (Either Newsroom). The Company shall ensure that any other positions not identified above, *e.g.* sports statisticians, interns, *etc.* shall receive not less than \$11.00 per hour or the minimum wage, whichever is greater, which may be paid in whole or in part by a third-party.

Section 17.2. Increases Beyond Minimums. (a) Journalists (Akron Newsroom). Effective the first day of the second full payroll period following acceptance of this Agreement, employees covered by Section 17.1(b) shall be advanced (per Section 17.2(d)) to the corresponding minimums set forth in Section 17.1(b) or receive a general increase of sixty cents (\$0.60) per hour, whichever is greater.

(b) Journalists (Kent Newsroom). Effective the first day of the second full payroll period following acceptance of this Agreement, employees covered by Section 17.1(d) shall be advanced (per Section 17.2(d)) to the corresponding minimums set forth in Section 17.1(d) or receive a general increase of sixty cents (\$0.60) per hour, whichever is greater.

(c) Both Newsrooms. Effective the first day of the first full payroll period not less than twelve (12) months following the payment of increases as provided for in (a) and (b) above, full-time reporters and photographers shall be advanced (per Section 17.2(d)) to the corresponding minimums set

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forth in Section 17.1 or receive a general wage increase of seventy-five cents (\$0.75) per hour, whichever is greater.

(d) Increases to Corresponding Minimums. Subject to Section 17.1, increases to corresponding minimums will occur the first payroll period following an employee's eligibility for a minimum rate increase. If an employee receives a minimum rate increase before a general wage increase is due, the amount of the general wage increase will be reduced (and may be eliminated) by the amount of the earlier minimum rate increase. If an employee is eligible to receive a minimum rate increase after a general wage increase is paid, the amount of the minimum rate increase will be reduced (and may be eliminated) by the amount of the earlier general wage increase.

Section 17.3. No Maintenance of Differentials. (a) The establishment of minimum rates in this Agreement does not provide for an increase in the hourly rate of any employee paid at or above those minimum rates before implementation of this Agreement.

(b) It is further agreed that Section 17.1 does not constitute an agreement that employees who before implementation of this Agreement were being paid an hourly rate higher than those minimum rates can have their hourly rates reduced to the minimum rates provided for in Section 17.1.

ARTICLE XVIII

GENERAL WAGE PROVISIONS

Section 18.1. Pay above Minimums/Discretionary Pay. (a) The Employer, in its sole discretion, may start an employee hired or transferred into the bargaining unit at a rate above the minimums set forth in Article XVII (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 18.1 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 special project or 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.

(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 18.1 is not subject to the grievance or arbitration provisions of this Agreement.

Section 18.2. Effect of Putting Agreement into Effect. There shall be no reductions in hourly rates or salaries paid current employees solely as a result of putting this Agreement into effect. Further,

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there shall be no reductions in salaries or hourly rates during the life of this Agreement, except as otherwise provided in this Agreement or otherwise agreed by the Parties.

Section 18.3. 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 and, upon request, meet to discuss the same.

(c) The Employer shall offer to pay wages and salary via direct deposit.

Section 18.4. 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 (FLSA) and state law as a salaried, exempt employee, provided that no reporter, photographer, or columnist with an annualized hourly rate of less than \$65,000 shall be hired 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) There are currently no 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 or photographers 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 or photographer 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 18.4 (a).

ARTICLE XIX

HEALTH, SAFETY AND HAZARDOUS CONDITIONS

Section 19.1. Hazardous Conditions. An employee may choose not to perform an assigned task if the employee reasonably believes it endangers their physical health or safety 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 19.2. Sanitary Regulations. The Employer agrees to furnish clean, healthful, sufficiently ventilated, and properly heated, cooled and lighted workplace facilities. It is recognized that with respect to leased space, the Employer does not have complete control but will make every reasonable effort to ensure the foregoing.

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Section 19.3. Health and Safety. The Employer expects employees to report any unsafe conditions or potential hazards to the Employer immediately. No employee shall be penalized or discriminated against for reporting workplace safety or health issues.

Section 19.4. Computer Terminals. The Employer recognizes that employees using computer terminals for prolonged periods are entitled to intermittent relief.

ARTICLE XX

EXPENSES AND EQUIPMENT

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

Section 20.2. Use of Personal Vehicle. (a) Use of an employee's personal vehicle when required by the Employer as essential to the operations of the newspaper shall be a condition of employment for all reporters, photographers, and others involved in the gathering of news. The Employer will take into consideration special hardship cases that may arise under this provision.

(b) Certificate of Insurance. The employee shall furnish the Employer a certificate of insurance periodically. Employees shall be required to have no less than the minimum amount of liability coverage required by state law.

(c) Mileage Reimbursement. Effective the end of the second full month following acceptance of this Agreement, the Employer shall reimburse employees for the use of an automobile in the service of the Employer at the rate established by the Internal Revenue Service for mileage reimbursement.

(d) Parking. Parking privileges shall be extended to bargaining unit employees on the same basis as for non-unit employees, including but not limited to designating 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 the 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.

Section 20.3. Working Equipment. Necessary working equipment shall be provided to an employee and paid for by the Employer.

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 include meal attendee information.

Section 20.5. Mobile Phone Reimbursement. The Employer shall reimburse employees required to use their personal mobile phones to conduct the Employer's business up to \$50 per month. Employees shall submit the summary page of their monthly mobile phone bills to receive said

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reimbursement, but shall not otherwise be required to provide information that would detail, by way of example only, a list of numbers called.

ARTICLE XXI

NEWS INTEGRITY

Section 21.1. 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 any provision of this Agreement limits the Employer's rights set forth in this Section 21.1, such rights being limited only to the extent provided at law, provided that this Section 21.1 shall not be interpreted as modifying an employee's privilege to withhold their byline/credit line for reasons of journalistic integrity as provided for in Section 21.4 below.

Section 21.2. 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 21.3. No Exploitation of Position. No employee shall exploit their position with the *Akron Beacon Journal* or *Record-Courier* for personal gain or in the course of outside work.

Section 21.4. Bylines/Credit Lines. (a) Prepublication, for reasons of journalistic integrity, an employee may withhold their byline/credit line from content they 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. Prepublication, the Employer will reasonably attempt to notify an employee of significant and material content changes made through the editing process.

(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 21.5. No Advertorial Assignments. Journalists will not be required to produce advertorial materials.

Section 21.6. 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.

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Section 21.7. 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 21.8. Assignment Despite Objection. An employee who is assigned to write or prepare any material for publication that 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 thereto. 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.

ARTICLE XXII

PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

Section 22.1. Promulgation. The Employer and the Guild recognize the growing danger from organizations outside the newspaper which seek to utilize information gathered by the newspaper for their own means. In an effort to control this situation, and in the spirit of mutual cooperation to handle this joint problem, this Article XXII (PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION) is promulgated.

Section 22.2. Subscription to Statutory Privilege. The parties subscribe to the position taken by the Ohio Legislature as contained in Section 2739.12 of the Ohio Revised Code, which reads as follows:

"No person engaged in the work of, or connected with, or employed by any newspaper or press association for the purpose of gathering, procuring, compiling, editing, disseminating, or publishing news shall be required to disclose the source of any information procured or obtained by such person in the course of his employment, in any legal proceeding, trial, or investigation before any court, grand jury, petit jury, or any officer thereof, before the presiding officer of any tribunal, or his agent, or before any commission, department, division, or bureau of this State, or before any county or municipal body, officer, or committee thereof."

Section 22.3. 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.

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(d) Except pursuant to a court order, the Employer and its representative shall not release to third persons an employee's unpublished notes, records, or documents, nor shall the Employer release any other unpublished information gathered by employees within the scope of 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 22.3 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.

(g) Any discharge or disciplinary action based upon this Article shall be subject to the Grievance/ Arbitration provisions (Article VII) of this Agreement.

ARTICLE XXIII

MISCELLANEOUS

Section 23.1. Bulletin Boards. The Employer agrees to provide a bulletin board suitably placed in the newsroom for use by the Guild.

Section 23.2. Job Sharing. The Employer will consider in good faith any job-sharing proposals. The terms of such an agreement must be mutually acceptable to the employees involved, the Employer, and the Guild.

Section 23.3. Employee Subscriptions. Although the Employer and the Guild encourage all employees to subscribe to the *Akron Beacon Journal* or *Record-Courier* through payroll deduction, this is not required. Employees who subscribe will be entitled to a discounted rate, which may from time-to-time be revised. The current discount for Akron is \$2.25 per week (\$4.50 per pay period). The current discount for Kent is \$2.50 per week (\$5.00 per pay period).

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Section 23.4. Outside Activity. Employees shall be free to engage activities outside of work hours. If the activity involves performing journalistic work, employees must first secure agreement with the Editor to ensure a conflict of interest does not exist. Such activities might include but are not limited to services for print or digital publications, radio, TV, social media, public relations, or advocacy groups. The decision of the Editor to deny such work because of a perceived conflict of interest shall not be subject to arbitration.

Section 23.5. Employee Cell Phone Privacy. Employees who elect to retrieve email on personal phones 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 23.6. 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

MEDICAL, DISABILITY & 401(K) PLANS

Section 24.1. (a) Medical Plans. (i) Akron Newsroom. The medical plan currently in effect for bargaining unit employees in the Akron Editorial Department shall remain in effect until January 1, 2025, 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 then as required by applicable law or by mutual agreement between the Employer and the Guild.

Effective January 1, 2025, the Employer shall make available to all bargaining unit employees in the Akron Editorial Department the same health insurance plan(s) available to non-union employees of the Employer, 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 Employer.

(ii) Kent Newsroom. Until January 1, 2025, the Employer shall make available to all bargaining unit employees in the Kent Editorial Department health insurance plan(s) consistent with the first paragraph of the Parties' September 2022 Letter of Agreement set forth at Appendix D.

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Effective January 1, 2025, the Employer shall make available to all bargaining unit employees in the Kent Editorial Department the same health insurance plan(s) available to non-union employees of the Employer, 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 Employer.

(b). Premiums. (i) Akron Newsroom. Until January 1, 2025, there shall be no change in employee premium contributions. Effective January 1, 2025, employee premium contributions in 2025 and subsequent years shall be equivalent to the premium contributions of non-union employee of the Employer and the Employer's annual HSA contribution for bargaining unit employees shall be equivalent to the Employer's annual HSA contribution for non-union employees of the Company.

(ii) Kent Newsroom. Until January 1, 2025, employee premium contributions for all bargaining unit employees in the Kent Editorial Department shall be consistent with the first paragraph of the Parties' September 2022 Letter of Agreement set forth at Appendix D. Effective January 1, 2025, employee premium contributions in 2025 and subsequent years shall be equivalent to the premium contributions of non-union employee of the Employer and the Employer's annual HSA contribution for bargaining unit employees shall be equivalent to the Employer's annual HSA contribution for non-union employees of the Company.

(c) Either Party may propose changes to the foregoing provisions of Section 24.1 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 24.2. Dental and Vision Plans. (a) The dental and vision plans currently in effect for bargaining unit employees shall remain in effect until January 1, 2025, with no change in premiums and 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 then as required by applicable law or by mutual agreement between the Employer and the Guild.

(a) Effective January 1, 2025, 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 Employer not covered by a collective bargaining agreement.

(b) 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 Employer 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.

Section 24.3. 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

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(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 Employer 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.

Section 24.4. 401(k) Plan. (a) In addition to those benefits specifically provided for elsewhere in this Agreement, 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 Employer 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 Employer not covered by a collective bargaining agreement. Either Party may propose changes in this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this "same basis" practice will continue during negotiations as the status quo until such time as a change has been made through negotiations. If the Employer announces the elimination of a 401(k) plan, the Employer will bargain with the Guild over the effects of the elimination.

ARTICLE XXV

WORK STOPPAGE

Section 25.1. No Strike/No Lockout. During the term of this Agreement or any extensions thereof, there shall be no strikes or sympathy strikes, lock-outs, or interferences with production of any kind.

ARTICLE XXVI

UNION BUSINESS

Section 26.1. Union Business. Guild officers will in good faith make every effort to conduct union business on their own time.

ARTICLE XXVII

DURATION AND RENEWAL

Section 27.1. Duration. (a) This Agreement shall commence effective the date of execution and expire the last day of the last full payroll period in February of 2026.

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

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notice the Parties shall enter into negotiations as soon as possible. In the event such notice is not given by either party, this Agreement shall continue in effect until such notice is given, at which time negotiations shall be entered into as soon as possible.

(ii) After notice as provided for in (i) above is given, the terms and conditions of this Agreement shall remain in full force and effect unless and until fourteen (14) days' written notice is given by either Party that the terms of this Agreement will no longer remain in force and effect ("Termination Notice"), which shall constitute a termination of this Agreement. So there is no misunderstanding, after fourteen (14) days written Termination Notice has been given, the no strike/no lockout pledge will no longer be in effect, checkoff of dues shall cease, and, except to the extent required by law as set forth by the Supreme Court in *Litton Financial Printing Division v. NLRB*, 501 US 190 (1991), neither Party will be obliged to arbitrate.

By: MS SL
On behalf of the Employer

By: Michelle A. Carey
On behalf of the Guild

Dated: 3 / 13 / 2024

Dated: 03 / 14 / 2024

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APPENDIX A

SENIORITY RANKING

Seniority date for purposes of PTO

<u>Site</u>	<u>Last Name</u>	<u>First Name</u>	<u>Job Name</u>	<u>Seniority Date</u>
Akron	Roose	Daniel	News Clerk	10/23/1989
Akron	Clawson	Kerry	Reporter	12/23/1991
Akron	Cardew	Michael	Photographer	5/10/1993
Akron	Masturzo	Phil	Photographer	6/12/1995
Akron	Price	Mark	Reporter	2/17/1997
Akron	Helms	April	Reporter	12/29/1997
Akron	Lawrence	Stephanie	Reporter	9/14/1998
Akron	Easterling	Christopher	Reporter	11/9/1998
Akron	Thomas	George	Reporter	8/9/1999
Akron	Leonard	Michael	Reporter	1/3/2000
Akron	Ashworth	Alan	Reporter	1/12/2000
Akron	Webb	Craig	Reporter	2/21/2000
Akron	Coughlin	Donald	Sports Statistician	11/3/2000
Akron	Beaven	Michael	Reporter	12/1/2003
Akron	Scalfaro	Lisa	Photographer	7/8/2009
Akron	Ulrich	Nathan	Reporter	5/24/2010
Akron	Lewis	Ryan	Reporter	1/26/2015
Akron	Garrett	Amanda	Reporter	12/1/2015
Akron	Deckerd	Jeffrey	Sports Statistician	8/31/2016
Akron	Pignolet	Jennifer	Reporter	4/29/2019
Akron	Lange	Jeffrey	Photographer	6/24/2019
Akron	Buyakie	Bryce	Reporter	3/15/2021
Akron	Beans	Tawney	Reporter	5/10/2021
Akron	Bournival	Bradley	Reporter	1/3/2022
Akron	Kreider	Derek	Reporter	4/18/2022
Akron	Thompson	Anthony	Reporter	7/25/2022
Kent	Smith	Diane	Reporter	8/29/94
Kent	Saunders	Jeff	Reporter	10/21/02
Kent	Levin- Rosenblum	Jonah	Reporter	8/7/15

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Akron Seniority dates for purposes of reduction in force

<u>Site</u>	<u>Last Name</u>	<u>First Name</u>	<u>Job Name</u>	<u>Akron Guild Date</u>
Akron	Roese	Daniel	News Clerk	10/23/1989
Akron	Clawson	Kerry	Reporter	12/23/1991
Akron	Cardew	Michael	Photographer	5/10/1993
Akron	Masturzo	Phil	Photographer	6/12/1995
Akron	Price	Mark	Reporter	2/17/1997
Akron	Lawrence	Stephanie	Reporter	9/14/1998
Akron	Thomas	George	Reporter	8/9/1999
Akron	Ashworth	Alan	Reporter	1/12/2000
Akron	Webb	Craig	Reporter	2/21/2000
Akron	Coughlin	Donald	Sports Statistician	11/3/2000
Akron	Beaven	Michael	Reporter	12/1/2003
Akron	Ulrich	Nathan	Reporter	5/24/2010
Akron	Lewis	Ryan	Reporter	1/26/2015
Akron	Garrett	Amanda	Reporter	12/1/2015
Akron	Pignolet	Jennifer	Reporter	4/29/2019
Akron	Lange	Jeffrey	Photographer	6/24/2019
Akron	Deckerd	Jeffrey	Sports Statistician	8/28/2019
Akron	Helms	April	Reporter	11/9/2020
Akron	Leonard	Michael	Reporter	11/9/2020
Akron	Beans	Tawney	Reporter	5/10/2021
Akron	Bournival	Bradley	Reporter	1/3/2022
Akron	Easterling	Christopher	Reporter	6/6/2022
Akron	Thompson	Anthony	Reporter	7/25/2022
Akron	Kreider	Derek	Reporter	11/7/2022
Akron	Buyakie	Bryce	Reporter	7/8/2023
Akron	Scalfaro	Lisa	Photographer	2/12/2024

Kent Seniority dates for purposes of reduction in force

Kent	Smith	Diane	Reporter	8/29/94
Kent	Saunders	Jeff	Reporter	10/21/02
Kent	Levin-Rosenblum	Jonah	Reporter	8/7/15

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APPENDIX B

NEWS CLERKS

A News Clerk assists the news staff by proactively seeking information to funnel to other staffers or to enter into the content information system(s). While not a reporter, News Clerks are expected to call to verify information as warranted but may not otherwise contact a news source beyond what is provided for below.

News Clerks handle a wide variety of items and tasks, freeing up editors and reporters for other journalistic functions. For example, News Clerks prepare listings by contacting local theaters for movies being shown, municipalities for closings, parades, and other holiday events, and routine briefs not requiring reporting resources, letters to the editor and other content for editors. Job duties include the formatting (*e.g.*, copying/pasting) of submitted press releases into news briefs in the appropriate style (presently AP style) and cutting extraneous information. News Clerks are also expected to answer phones, provide quality service, monitor email accounts, maintain basic library functions, provide administrative support to the newsroom and editor as assigned (*e.g.*, tracking correspondent payments), and other like or related duties.

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APPENDIX C

PART-TIME EMPLOYEES GRANDFATHERED WITH RESPECT TO JURY DUTY

Despite the fact that they are not scheduled to work thirty (30) or more hours a week, the following part-time employees, and no others, are grandfathered for purposes of jury duty as otherwise provided in Section 14.3.

Donald J Coughlin

Jeffrey S Deckerd

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APPENDIX D

KENT MEDICAL PLANS & PREMIUMS FOR 2023

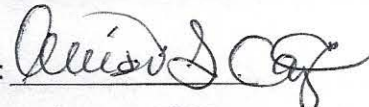
Letter of Agreement

In exchange for the Guild's agreement that Kent employees who are eligible to be covered by the Gannett Medical Plan can be moved to the 2023 Gannett Medical Plan effective January 1, 2023, the Company agrees to cover any increases in employee premiums, deductibles and out of pocket maximum, if incurred in 2023. The Employer shall cover any increases by stipend, grossed up to cover taxes. If the 2023 premiums are less than the 2022 premium amounts, Kent employees shall pay the 2023 premium rate but shall receive the stipend covering additional deductible and/or out-of-pocket maximums, if incurred. Payments shall be made on a monthly basis.

This Letter of Agreement does not preclude the Guild from proposing that Kent employees be covered by a different plan (e.g., a Legacy GateHouse Plan) in 2023 or the Parties from implementing any agreement that may be reached by the Parties with respect to participation in a different medical plan. If Kent employees are moved to another plan pursuant to the agreement of the parties this Letter of Agreement shall terminate when they are moved.

Accepted: 

Dated: September ____, 2022
3-13-24

Accepted: 

Dated: September ____, 2022
3-14-2024