

**MEMORANDUM OF AGREEMENT
BETWEEN NORTHEAST OHIO NEWSPAPER GUILD
AND COPLEY OHIO NEWSPAPERS, INC.**

This Memorandum of Agreement (MOA) is entered into this 29th day of January, 2021, between Copley Ohio Newspapers, Inc. (Employer) and Northeast Ohio Newspaper Guild, Local Number 1 chartered by The NewsGuild-CWA (Guild) for itself and on behalf of all employees in the bargaining unit as presently constituted.

Section 1. Renewal and Term of Renewal. The terms of the Parties' July 22, 2014 through September 5, 2017 labor agreement, along with any agreements reached subsequent to September 5, 2017, which are incorporated by reference, are renewed for the period between the effective date of this MOA through and including December 31, 2021. In the event of an express or implied conflict between the terms of this MOA and any other agreement or practice of the Parties, the terms of this MOA shall prevail.

Section 2. Design Work. Design work, including but not limited to any work performed by Robert Kast, John Lindgren, Karen Sidaway, Jeffrey Verbus, and Alan Szabo, may continue to be assigned to members of the bargaining unit but may also be assigned to other employees or other persons, including but not limited to persons working for the Austin, Texas, Design Center.

Section 3. Other Employment Opportunities and Separation Benefits. In exchange for the flexibilities set forth in Section 2, the Parties further agree as follows:

- (a) The employees named in Attachment 1 shall be eligible for separation benefits as set forth therein. To receive separation benefits under any provision of this MOA, an employee must sign, and thereafter not revoke, a waiver, release, and covenant not to sue as set forth in Attachment 2.
- (b) Additionally, John Lindgren, Jeffrey Verbus and Alan Szabo have interviewed for and been offered employment with Gannett's Austin, Texas, Design Center, subject to the terms set forth in Attachment 3. Karen Sidaway has interviewed for and been offered employment as an editorial assistant in the Canton bargaining unit, subject to the terms set forth in Attachment 3.
- (c) Employees laid off pursuant to Sections 2 and 3 who execute an agreement not to sue as set forth in Attachment 2 shall not be covered by Section 5:04 and shall have no recall or rehire rights.

Section 4. Sales Commissions. Without adding to, subtracting from, or modifying the Parties' agreements referenced in Section 1:

- (a) It is understood that the Company will be implementing the 2021 Commission Plan outlined to the Guild by Bill Albrecht on January 19, 2021.

- (b) It is understood that the changes with respect account segmentation (e.g., moving smaller accounts to call centers or elsewhere) and “revenue swaps” have been implemented.

Section 5. AultCare in 2022. Notwithstanding that this MOA’s expiration date is December 31, 2021, the Parties agree that the healthcare carrier for plan year 2022 will be AultCare. With respect to healthcare for calendar year 2022, Section 12:01 of the Parties’ July 22, 2014 - September 5, 2017 labor agreement shall apply.

Section 6. Holidays. In 2021, Juneteenth shall be added as a paid holiday to Article 7:01. In 2022, Martin Luther King Day shall be added as a paid holiday to Article 7:01.

Section 7. Removal of Caps. Article 14:01 of the parties’ Collective Bargaining Agreement shall be modified to eliminate pay caps for any current and future Massillon Independent employees. Effective upon signing, employees Christopher Easterling, Kevin Whitlock, Amy Knapp, Stephen Grazier, Randy Taylor shall be moved to the “After Five Years” rate in the classification that includes reporters, photographers, and advertising salespersons; effective January 1, 2022, they shall be moved to the “After Six Years” rate. Effective upon signing, employee Cheryl Carroll shall be moved to the “After Four Years” rate in the classification that includes office clerks and switchboard operators.

Section 8. Signing Bonus. In exchange for the agreements and understandings reflected herein, the Employer agrees to pay a signing bonus in the gross amount of \$500 to all employees who work 30 or more hours per week and of \$250 to all employees who work fewer than 30 hours per week. The bonuses are subject to all deductions as required by law.

Section 9. Duration. (a) This MOA will commence effective the date of execution and continue through December 31, 2021.

(b) Renegotiation of the parties’ Collective Bargaining Agreement, including this MOA, shall be subject to the terms set forth in Article 20:02.

Attachment 1

<u>Eligible Employees</u>	<u>Severance Pay</u>	<u>Transition Allowance</u>	<u>Total</u>
J. Lindgren	\$ 6,706.60	\$3,000.00	\$ 9,706.60
K. Sidaway	\$26,826.80	\$3,000.00	\$29,826.80
J. Verbus	\$23,952.50	\$3,000.00	\$26,952.50
A. Szabo	\$25,868.50	\$3,000.00	\$28,868.50
R. Kast	\$23,952.50	\$3,000.00	\$26,952.50

(The amounts set forth are gross amounts subject to all reductions required by law.)

The last day of employment for any named employee not opting to apply for employment as a Designer/Page Editor or Editorial Assistant shall be March 1, 2021. Medical coverage for such an

employee shall continue through March 31, 2021, and eligibility for COBRA-continuation coverage shall begin on April 1, 2021.

Attachment 2

Latest waiver, release, and covenant not to sue has been provided.

Attachment 3

Offers of Employment: John Lindgren, Jeffrey Verbus, and Alan Szabo each will be offered employment as a Designer/Page Editor at Gannett's Austin, Texas, Design Center, with no requirement to move to Austin or elsewhere as a condition of employment. Karen Sidaway will be offered employment as an editorial assistant in the Canton bargaining unit.

45-Day Trial Period: John Lindgren, Jeffrey Verbus, and Alan Szabo have been offered a trial period of 45 calendar days for the position of Designer/Page Editor. If an employee elects not to accept employment, he shall be eligible for the severance pay and transition allowance set forth in Attachment 1. If before or at the end of this trial period, an employee voluntarily chooses to terminate employment, or if the employee does not successfully complete the trial period, he shall be eligible for the severance pay and transition allowance set forth in Attachment 1. Further, should Lindgren, Verbus and/or Szabo voluntarily terminate employment with the Austin Design Center on or before August 1, 2021 (or six months from the transfer of design work to the Austin Design Center, whichever is later), or should the Employer terminate the employment of Lindgren, Verbus, and/or Szabo on or before August 1, 2021 (or six months from the transfer of the design work to the Austin Design Center, whichever is later), they shall be eligible for the severance pay and transition allowance set forth in Attachment 1.

Pay and Benefits for Designers: For calendar 2021, including during the trial period, the above-named employees shall be paid \$23.95 per hour. They shall also be eligible for the normal package of Gannett benefits and will be credited with prior service for the purpose of determining benefits eligibility, for example, with respect to paid time off. Each employee's unused vacation time that has been earned pursuant to the terms of the parties' Collective Bargaining Agreement shall be credited to the employee for use in 2021.

Pay and Benefits for Editorial Assistant: Karen Sidaway has been offered a position as an editorial assistant in the Canton bargaining unit. She shall be paid \$846.97 per week (\$21.17 per hour). Should Sidaway choose not to accept the position, or should she accept and thereafter voluntarily terminate employment with the Canton Repository on or before August 1, 2021 (or six months from the transfer of the design work to the Austin Design Center, whichever is later), or should her position be eliminated because of a reduction in force on or before August 1, 2021 (or six months from the transfer of the design work to the Austin Design Center, whichever is later), she shall be eligible for the severance pay and transition allowance set forth in Attachment 1.

Non-Unit Employment: It is recognized that, during the trial period and thereafter, former Canton design employees who accept employment at Gannett's Austin Design Center will no longer be members of the Canton bargaining unit.

Signing Bonus: Each employee affected by the transfer of work referenced in Sections 2 and 3 of this MOA shall be eligible for the signing bonus described in Section 8.

Unemployment: The Company agrees that it will not contest unemployment claims filed by any of the five employees affected by the transfer of work to Gannett's Austin Design Center or elsewhere who elect to take the VSO under the terms described above.

Edward D. Pritchard 1/29/2021
For Guild Date

 1/29/21
For the Employer Date