

Agreement

Between

Copley Ohio Newspapers, Inc.

(Canton | Massillon)

And

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

2025-2027

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GUILD CONTRACT

PREAMBLE

THIS AGREEMENT is made this (date) between Copley Ohio Newspapers, Inc., d/b/a The Repository and The Independent, hereinafter known as the Employer, and the Northeast Ohio Newspaper Guild, a Local Number 1 chartered by The Newspaper Guild-CWA (AFL-CIO, CLC), hereinafter known as the Guild, for itself and on behalf of all employees in the bargaining unit as set forth in Article 1, Recognition, Coverage, Work Assignments, Jurisdiction and Artificial Intelligence below.

ARTICLE I

RECOGNITION, COVERAGE, WORK ASSIGNMENTS, JURISDICTION AND ARTIFICIAL INTELLIGENCE

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. In 2014 the Employer and the Guild agreed to combine the historically separate bargaining units at *The Repository* and *The Independent* and set forth the terms and conditions of employment in a single Agreement.

(a) Inclusions. The following employees are included in the bargaining unit:

(i) *The Repository*. This Agreement covers the employees of *The Repository* in its Editorial, Advertising (including Retail, National, Classified and Dispatch), Circulation, Business Office, Traffic, Maintenance and Mail Room/Inserting departments, except as provided below.

(ii) *The Independent*. This Agreement also covers the employees of *The Independent* in its Editorial department, except as provided below. There are currently no bargaining unit positions in the Advertising, Business Office, or Circulation departments of *The Independent*. Consistent with applicable law, if the Employer fills any positions in those departments that are not excluded as provided in subsection (b) below, such positions and the employees in them are included in the bargaining unit and covered by this Agreement.

(b) Exclusions. The following are excluded from the bargaining unit:

(i) All supervisors, managers, confidential employees, and guards within the meaning of the Act and individuals in positions that have historically been excluded from coverage.

(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 exclusion 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 before the National Labor Relations Board (“Board”).

(c) No Change in the Bargaining Unit. Nothing contained in this Section 1.2 shall be construed as changing the definition of the bargaining unit. In the event there is a disagreement with respect to the inclusion or exclusion of any position or individual, the issue will be submitted for resolution in a unit clarification proceeding before the Board.

Section 1.3. Work Assignments, Jurisdiction and Artificial Intelligence. (a) The Guild’s jurisdiction with respect to work performed by bargaining unit employees is the work presently performed by them and new or additional work assigned to the unit by the Employer. The Employer’s right to utilize individuals outside of the bargaining unit to perform such work is set forth below and elsewhere in this Agreement including Article XVI (Part-time Employees, Temporary Employees, Correspondents, Journalism Fellows & Interns).

(b) Artificial Intelligence (AI) is intended to be supplementary to local news reporting and writing and is not a replacement for it. The use of AI by all parties with respect to any bargaining unit function must be consistent with Gannett’s Artificial Intelligence (AI) Guidance. News content must also be consistent with Gannett’s Ethical Guidelines and Policy for Gannett Journalists Regarding AI-Generated or Assisted Content. The Employer will provide training on AI in accordance with Section 23.13.

(c) 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 or is not within the Guild’s jurisdiction as provided for in this Section 1.3. In this regard, the assignment of work for other Gannett affiliated publications or operations is not a conferral of jurisdiction.

(d) There is no distinction between work of whatever kind done for *The Repository* and work done for *The Independent*, such work being interchangeable.

(e) There is no restriction on the Employer’s supervisors or managers performing bargaining unit work.

(f) The Guild’s jurisdiction with respect to work performed by bargaining unit employees is as follows:

I. Editorial

(a) Except as otherwise explicitly provided in Section 1.3 I (b) below, the Employer has the right to utilize individuals outside of the bargaining unit to perform editorial work performed by employees in the bargaining unit. By way of illustration, the Employer's rights in this regard include the following:

- (i) Copy-editing, design work, pagination, and digital optimization work may be performed by anyone;
- (ii) There is no limitation on the sharing of content produced by journalists employed by or persons engaged by other Gannett-owned or network publications or operations;
- (iii) There is no limitation with respect to generating content for special projects or of regional or statewide interest; and
- (iv) 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*.

(b) 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 I (b). 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 Stark County for publication by *The Repository* and *The Independent* is recognized as bargaining unit work with respect to which the Parties further agree as follow:

- (i) Local news content appearing in *The Repository* or *The Independent* or any of their platforms shall not be produced by journalists employed by other Gannett-owned or network publications or operations on a recurring basis. This does not apply to teams and other coordinated news gathering initiatives;
- (ii) There shall be no limitation on Guild-represented employees at other Gannett-owned or network publications or operations being assigned any work covered by this Agreement and this sentence is not modified by any other provision of this Agreement;
- (iii) Local news content may be produced by journalists employed by or persons engaged by other Gannett-owned or network 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;
- (iv) Breaking local news content may be produced by journalists employed by or persons engaged by other Gannett-owned or network 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;

(v) It is recognized that matters constituting local news for *The Repository* or *The Independent* may also constitute local news for other Gannett-owned or network publications or operations and the right to assign such coverage to journalists at other such properties and use the content they produce in *The Repository* or *The Independent* is not limited by this Section 1.3 I (b); and

(vi) Correspondents, freelances, and other independent contractors and journalism fellows may perform bargaining unit work subject only to the limitations contained outside of this Section 1.3 I (b).

(c) 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 or network publications already in those locations or covering events.

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

- 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
- To accept reassignment to another position.

II. Advertising

(a) The Employer has the right to run advertising in *The Repository* or *The Independent* or on any of their platforms that is sold by individuals outside of the bargaining unit.

(b) The Parties further agree that:

- (i) During the term of this Agreement or any extension, the Employer has the right to engage in account segmentation (i.e., moving smaller accounts to call centers or elsewhere).
- (ii) The Employer has the right to implement self-serve advertising platforms for classified/classified display ads. In exchange for this this right, the Employer shall meet its obligations to Allita Britton, Kimberly Bitting and Karen Greco as

provided for in Appendix B through the expiration date of this Agreement as provided for in Article XXVII (Duration and Renewal), Section 27.1(a).

- (iii) The Employer may use members of the Classified Management Team and/or the Northeast Ohio Call Center to provide back-up. In exchange for this right, the Employer agrees this will not result in a reduction of normal work schedules prior to the expiration date of this Agreement as provided for in Article XXVII (Duration and Renewal), Section 27.1(a).

III. Circulation

No bargaining unit employees currently work in the Circulation Department. Should the Employer elect in the future to employ individuals in the Circulation Department, the Guild's right, if any, to represent such individuals shall be as provided at law. The Guild presently had no exclusive jurisdiction with respect to Circulation Department work and the Employer continues to have the right to utilize other individuals outside of the bargaining unit to perform such work.

IV. Business Office

No bargaining unit employees currently work in the Business Office. Should the Employer elect in the future to employ individuals in the Business Office, the Guild's right, if any, to represent such individuals shall be as provided at law. The Guild presently had no exclusive jurisdiction with respect to Business Office work and the Employer continues to have the right to utilize other individuals outside of the bargaining unit to perform such work.

V. Traffic (Drivers)

The work of drivers shall be as set forth in Section 1.3 (a)-(e).

VI. Maintenance (Custodial Work)

The work of custodial employees shall be as set forth in Section 1.3(a)-(e).

VII. Mailroom (Inserting and Support)

The work of mailroom employees and the warehouse person shall be as set forth in Section 1.3 (a)-(e).

VIII. Mechanics and Mechanic Assistants.

The work of mechanics and mechanic assistants shall be as set forth in Section 1.3 (a)-(e). The Employer shall have the right to subcontract or transfer all or any portion of the work of mechanics and mechanic assistants, in which case the affected employee(s) will be paid severance as provided for in Article IX (Severance Pay) without the need for further negotiations.

ARTICLE II

UNION SECURITY AND CHECK OFF

Section 2.1. Guild Shop. (a) All employees covered by this Agreement who have become members of the Guild, or hereinafter become members of the Guild shall, as a condition of continued employment, maintain membership in the Guild.

(b) All employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Guild no later than the thirtieth (30th) day following hire.

(c) The Guild shall admit to membership any employee applying for it upon their payment of membership dues uniformly required under the Constitution and Bylaws of the Guild.

(d) If the Guild terminates the membership of any employee upon grounds other than the employee's failure to tender dues uniformly required as a condition of retaining membership in the Guild, then the Employer shall not be required to discharge the employee.

Section 2.2. Dues Deduction. (a) Upon an employee's voluntary written assignment, the Employer shall deduct bi-weekly from the earnings of such employee and pay to the Guild not later than the 20th 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:

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 hereto-fore given by me in relation to my Guild membership dues.

Employee's Signature

Date

(c) The Guild agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability, including without limitation, liability under the provisions of any Federal or State statute, that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provision of this Section 2.2, provided the Employer has not intentionally acted or failed to act in bad faith, an issue that is subject to the grievance and arbitration provisions of this Agreement. The Employer and/or the Guild shall bring any dues-related issue to the attention of the other Party as soon as it is discovered and the Parties shall discuss how to resolve the issue.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. The Guild agrees that the Employer has and will continue to retain the sole and exclusive right to manage its operations and retains all statutory, common law and/or inherent management rights, whether exercised or not, unless specifically and expressly abridged, modified or deleted by the provisions of this Agreement. Such management rights include, but are not limited to, the Employer's rights, in its sole and exclusive judgment and discretion, to determine the days of publication, including the right to determine if there will be a printed edition; 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 and lay off employees; to maintain the efficiency of the operations; to determine the personnel, methods, means, facilities, and equipment by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to discipline and discharge employees for just cause; to expand, reduce, alter, combine, transfer, assign or cease any job, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer; to install or

introduce new or improved services, processes, methods of operation, procedures and/or equipment; and to otherwise direct employees.

Section 3.2. Policies, Rules, and Regulations. (a) (i) Consistent with Section 3.1 and except as amended by this Agreement, all employment policies, rules, and regulations, including ethics policies, in effect at the time this Agreement is implemented 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 *or* new policies, rules, or regulations. 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 AND NO HARASSMENT

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,

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.

Section 4.3. Harassment Free Environment. The Employer and the Guild are committed to providing a work environment that is free from all forms of conduct that can be considered harassing, coercive or disruptive and are committed to the following:

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

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

ARTICLE V

HIRING

Section 5.1. Probationary Period. Effective on and after the date of acceptance of this Agreement, 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/Arbitration Procedure).

Section 5.2. Guild Referrals. Where a vacancy exists, the Employer shall give consideration to the hiring of any candidates referred by the Guild. The Employer, in all instances, retains the right to judge the competency, qualifications and abilities of applicants and shall determine and select the candidate it considers best qualified.

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 Guild, on a quarterly basis, if requested, the following information with respect to bargaining unit employees:

- (a) Name, address, personal phone number, personal email address if in the employee's personnel file, sex (as identified by the employee), date of birth, and Social Security Number;
- (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 Repository* and/or *The Independent* 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 Repository* and/or *The Independent* 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);
- (e) Original date of hire with Gannett in the event that an employee transferred directly (without a break in service) from another Gannett property, and the employee has expressly made the Employer aware of this fact;
- (f) Anniversary date (if different from date of hire);
- (g) Salary and other forms of monetary compensation; and
- (h) 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 become 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, 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, including the name of the employee, new amount; and effective date;
- (c) Changes in job title, any salary changes by reason thereof, and effective date; and
- (d) Separations/Terminations and any other revisions 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, and effective dates, and the date of hire with *The Repository* or *The Independent* (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 personal 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 and written request to the People Resource Team, 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 and more frequently by mutual agreement of the Employer and the Guild.

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.

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 Administrative Officer of the Northeast Ohio Newspaper Guild. The Guild is responsible for keeping the relevant electronic and physical addresses on file with the Employer.

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) 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 Local 1 or CWA representative for one of the two (2) 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 twenty-eight (28) 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 twenty-eight (28) 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.

(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.

(f) Except to the extent required by law, neither Party shall be obliged to arbitrate after the Agreement is expired.

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 from the Employer 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.

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. Except as provided for in Section 5.1 (Probationary Period), there shall be no discharges 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. Communiques 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. The Employer shall provide a copy to the Guild of all disciplinary actions, including discharge.

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 Administrative Officer of the Guild (Local 1) at least fourteen (14) calendar days in advance of its intention to reduce the force or gives two (2) weeks' pay in lieu of notice. Such notice shall specify the department, classification and the number of employees in each classification. During the fourteen (14) day period, the Employer shall accept any and all volunteers in the same classification in the same department with twenty-five (25) or more years of service, up to the total number of reductions sought in a given classification, 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, 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 classification, the most senior employees who volunteer shall be those who are accepted, provided the Employer, in its sole discretion, may accept additional volunteers beyond the number needed, including from unaffected classifications. Volunteers shall receive severance pay in accordance with the terms of Article IX (Severance Pay).

(b) For the purpose of dismissals to reduce the force, sports reporters shall be considered a separate classification.

(c) 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. Seniority. (a) Seniority and Departmental Seniority Defined. Seniority is defined as the most recent date of hire into the bargaining unit. Departmental seniority is defined as the most recent date of hire into the relevant department. A current seniority and departmental seniority list for employees is set forth at Appendix A.

(b) Newsroom/Editorial Seniority. With respect to the seniority of employees who are or were employed in the newsroom(s) of *The Repository* and/or *The Independent*, no distinction is to be made with respect service performed in one newsroom or the other. In other words, newsroom (Editorial) employees shall be considered for all purposes as if they had worked in the same newsroom and any prior agreements or practices to the contrary are null and void. This subsection (b) addresses only work performed at *The Repository* and/or *The Independent* and not work performed in any other newsroom. The foregoing agreements are incorporated in the rankings set forth in Appendix A.

(c) Seniority for Benefit Entitlement. For purposes of benefit entitlement (including severance pay/benefits), seniority shall be defined as the total number of consecutive years employment at *The Repository* or *The Independent*, or 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 Repository* or *The Independent* 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).

(d) Seniority Inapplicable to Work Schedules. Work schedules, including days and hours of work (including overtime), are assigned by the Employer and are not a function of seniority or departmental seniority.

Section 8.6. Application of Seniority when Reducing the Force. (a) Dismissals to reduce the force, if any, shall generally be made in inverse order of seniority within the classification(s) affected, provided that for the purpose dismissals to reduce the force, Reporters and Associate Editors shall be grouped together, provided further that this sentence does not modify Section 8.4(b). In the Mailroom, the seniority of full-time and part-time employees shall be dove-tailed.

(b) The Employer may skip over incumbents consistent with the following. The number of skips for any classification having four (4) or fewer incumbents shall be one (1) (e.g., sports). The number of skips for any classification having at least five (5) incumbents shall be two (2), provided further that the Employer may skip over up to two (2) reporters (excluding sports), two (2) drivers, and eight (8) mailers.

Section 8.7. Termination Incentives. (a) The Employer, at its discretion, may enter into individual discussions with employees and may offer monetary payments or other incentives in exchange for

an employee's voluntary termination of employment, provided the Employer shall offer an option that is at least equal to the value of severance as provided in Article IX (Severance Pay). The Employer shall notify the Guild of the terms of any such offers made to the employee(s) contemporaneous with the making of the offer. If the Employer offers termination incentives to a group of employees, the Employer shall notify the Guild in advance of the terms of any such offers to be made to employees. In any group offering of termination incentives initiated by the Employer, the Employer shall offer an option that is at least equal to the value of severance as provided in Article IX (Severance Pay) to be paid to each employee who accepts a group termination incentive and voluntarily resigns. Alternatively, an employee freely and of their own volition and without coercion may initiate a discussion of termination incentives. When an employee initiates such an offer, the amount of the termination incentive may be any sum and on any terms agreeable to the employee and the Employer. In such employee-initiated discussions, the Employer shall notify the Guild of the terms after the offer is made. In all instances the payment of termination incentives (*e.g.*, severance pay and/or separation benefits) will be contingent upon the employee signing, and thereafter not revoking, a waiver, release, and covenant not to sue prepared by the Employer as provided for in Section 9.1(d) (Severance Pay).

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

Section 8.8. 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 classifications or significantly alter the job content of existing 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 8.9. "Weingarten Rights." In accordance with applicable law, employees shall have the right to have, upon request, a union representative present with them during any investigative interview that may lead to discipline of that employee.

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. The transition payment shall be no less than a gross amount of 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.

(f) Payment in Event of Death. In the event of an employee's death while receiving severance payments or termination incentives, the balance of the severance or termination incentives owed shall be paid to the employee's estate after the Company is provided a completed IRS W-9 form identifying the beneficiary of the payment.

(g) These severance pay provisions apply to all bargaining unit employees except as otherwise provided in this Agreement including Article XVI (Part-time Employees, Temporary Employees, Correspondents, Journalism Fellows & Interns).

ARTICLE X

TRANSFERS, ASSIGNMENTS, AND PROMOTIONS

Section 10.1. Work Assignments. (a) The Employer shall have the right to make and change all work assignments within departments, including the right to assign unit employees work that is not at that time being performed by bargaining unit employees.

(b) With respect to the Editorial Department, employees may be assigned work without regard to job title but, with respect to reporters and photographers, shall not be of such a nature as to make a reporter a de facto photographer or a photographer a de facto reporter. Such changes may be temporary, intermittent, or indefinite and include but are not limited to beat assignments.

Newsroom employees shall perform all work assigned, provided that this Section 10.1 does not modify Section 21.5 (No Advertorial Assignments).

(c) With respect to all other departments, employees may be assigned work within their department without regard to job title except as expressly provided otherwise in this Agreement. Further, with respect to the Advertising Department, nothing contained in this Agreement restricts the Employer's ability to determine sales account and sales territory assignments among advertising sales representatives. Employees shall perform all work assigned.

(d) Assignments shall not be used for punitive reasons.

Section 10.2. Job Openings. (a) Open Positions. 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, when a job opening exists, appropriate notice shall be posted as provided below 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.

(b) Posting of Vacancies. The Employer will provide, electronically or otherwise, notice of open positions within the bargaining unit to the Guild Administrative Officer or Unit Chair for posting on the Guild bulletin board or distribution to bargaining unit employees.

(c) Dayforce. Employees may also view open positions, including internal postings, by accessing their Dayforce account.

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

(b) An employee promoted from one classification to another shall be paid not less than the relevant minimum rate and shall not have their pay reduced. Payment at a rate higher than that provided for in the prior sentence shall be at the sole discretion of the Employer.

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

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. This provision only applies to the Editorial Department.

ARTICLE XI

HOURS AND OVERTIME

Section 11.1. Normal Workday. The normal workday for hourly paid full-time employees consists of eight (8) hours falling within nine (9) consecutive hours, which can be interrupted by an unpaid lunch, except as modified below. By mutual agreement of the Employer and an employee, the employee may work eight (8) hours within ten (10) hours, which can be interrupted by an unpaid meal break. The normal workday for part-time employees shall be as assigned by the Employer.

Section 11.2. Normal Workweek. Except as provided in Section 11.6 (Ten-Hour Shifts), the normal workweek for full-time employees consists of five (5) shifts and is forty (40) hours. The normal workweek for part-time employees is less than thirty (30) hours, but part-time employees may be hired and scheduled to normally work up to thirty-five (35) hours per week.

Section 11.3. Overtime. (a) Overtime. The Employer shall compensate for all overtime work at the rate of time-and-one half in pay, except as hereinafter provided. Overtime shall be defined as work beyond the unit of hours in the work day or days in the work week. By mutual agreement of the employee and their supervisor, an employee may work a shortened workday during a given workweek to offset a longer workday to reduce or eliminate the need for overtime payment.

(b) Split Shifts (Newsroom). Split shifts in the news department may be worked upon mutual agreement between the employee and their supervisors. It is agreed that an employee working a split shift shall receive a premium of eight dollars (\$8.00) for each split shift worked.

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

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

Section 11.4. Call Back Pay. An hourly paid full-time employee who is called back to work after the employee's work day shall be paid for the time worked but not less than two (2) hours at the overtime rate. If such a full-time employee is required by the Employer to work on a day that would normally be that employee's day off in any week, such employee will be paid a minimum of four (4) hours at the overtime rate. If such employee works in excess of four (4) hours, that employee will be paid a minimum of eight (8) hours at the overtime rate. An employee shall not be required to be on stand-by over their objection.

Section 11.5. Work Schedules. (a) Regular work schedules for hourly paid employees, whenever possible, shall be posted two (2) weeks in advance, but in no event less than one (1) week in advance of the work week for which they apply, provided schedules for GPS departments shall be posted no later than Tuesday for the work to be performed the following week. However, changes

may be made on less notice as provided in (b) below. The above shall not preclude the hiring of part-time employees as in the past.

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

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

Section 11.6. Ten-Hour Shifts. (a) At the request of employees and in mutual agreement with their supervisor(s), employees can schedule their forty (40) hours in four (4) 10-hour shifts within the normal workweek. Employee requests must be made on a week-to-week basis.

(b) The Employer, in its discretion, may schedule some or all full-time Inserters to work four (4) 10-hour shifts in a work week. Part-time Inserters may also be assigned to work 10-hour shifts.

Section 11.7. Additional Mailroom Flexibilities. Up to twelve (12) part-time employees may be employed in the Mailroom as Inserters. Up to eight (8) additional part-time Inserters may, at the Employer's discretion, be employed "as needed." Such "as needed" Inserters will generally be assigned work with not less than twenty-four (24) hours' notice, but may be offered shifts at the last minute if needed. Such "as needed" Inserters shall not on a regular basis work more than ten (10) hours per day or thirty (30) hours per week, but this does not represent a guarantee of hours per day or per week. Part-time Inserters, including "as needed" Inserters, may be assigned to work additional hours to cover the absence of full-time employees in the mailroom and warehouse, provided they are qualified to perform the work.

Section 11.8. Breaks. Employees may take breaks scheduled at the convenience of their department, including for meal periods, in accordance with departmental policy as reasonably determined by management, provided no mailroom employee shall be required to work for more than five (5) hours without an opportunity to take a meal break.

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 the day on which a holiday is observed is worked, an employee shall receive premium pay of time and one-half for all hours worked on the day of observance, with a minimum of four (4) hours pay, in addition to their regular shift's pay at their straight-time hourly rate.

(c) Holiday Not Worked. When not required to work on an observed holiday that otherwise would be a workday, an employee shall receive their regular shift's pay at their straight-time hourly rate. If a holiday falls on a day that would not be a workday, the employee, at management's discretion, shall receive either a regular shift's pay at their straight-time hourly rate or another day off that week.

(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 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) Floating holidays/personal days shall remain unchanged through December 31, 2025. Effective January 1, 2026, 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 (2) 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 *at The Repository* and *The Independent*.

ARTICLE XIII

PAID TIME OFF

Section 13.1. Paid Time Off (PTO). (a) Vacations and sick leave shall remain unchanged through December 31, 2025. Effective January 1, 2026, full-time employees and part-time employees designated in payroll to work thirty (30) or more hours per week shall be eligible for PTO in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Hours Accrued per Year</u>
0-2 years	120
3-9 years	200
10-24 years	224
25 + years	256

Accrual rates shall change during the year in which an employee celebrates their 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.

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) Part-time employees designated in payroll to work 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. Use and Accrual. (a) 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 PTO and/or prohibits forfeiture of accrued 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 to bring their requests to Management'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 in Editorial 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 in Editorial 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) Separate Scheduling. PTO shall be scheduled separately by department and classification within the department.

(b) 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, 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.

(c) 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.

(d) Team Scheduling. Where employees are part of a team including employees at properties or operations not covered by this Agreement, the Employer also has the right to grant or deny requested time off based upon operational needs or other legitimate reasons of the team as a whole.

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. Days of Cultural, Religious, or Other Matters of Personal Significance. (a) PTO or floating holidays 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 (c).

(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.

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 or unpaid emergency 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.

(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 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 15.3 (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) Effective January 1, 2026, 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. This policy generally provides for up to ten (10) weeks of PPL to such employees who have become parents by birth, adoption, surrogacy, or foster care placement. PPL must be taken within twelve (12) months following the birth of the employee's child, adoption, surrogacy, or foster care placement. PPL runs concurrently with Family Medical Leave (FML), as applicable. It is recognized that PPL may continue to run after Family Medical Leave is exhausted because the employee was recovering from giving birth or the FML entitlement was used for some other reason prior to the need/ability to use PPL arose, provided further that this shall not be construed as increasing PPL beyond 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, 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.

(b) With respect to funeral/bereavement leave, employees shall 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 accrued and unused PTO and/or floating holidays for the absence.

ARTICLE XVI

PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES, CORRESPONDENTS, JOURNALISM FELLOWS & INTERNS

Section 16.1. Part-Time Employees. (a) Employees may be employed by the Employer on a part-time basis in any classification covered by this Agreement.

(b) Rate of Pay. All such employees shall be paid not less than the minimum rate for the classification in which they work and shall progress to the rates provided for in Article XVII (Minimum Wages & Salaries) based on years of service.

(c) Eligibility for Benefits and Premium Pay. (i) Part-Time Employees designated to work 30 or more Hours per Week. Part-time employees designated in payroll to work thirty (30) or more hours but less than forty (40) hours per week shall be eligible for pro rata holiday pay, PTO, severance pay (as provided for in Article IX (Severance Pay)), jury duty leave, parental leave, and bereavement leave paid at their average hours worked per week as reflected in payroll.

(ii) Part-Time Employees designated to work less than 30 Hours per Week. Part-time employees designated in payroll to work less than thirty (30) hours per week shall be treated in accordance with the following:

- They 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 named holidays are observed;
- They are eligible for pro rata severance pay as provided for in Article IX (Severance Pay);
- From their date of hire, they shall accrue paid sick leave (“PSL”) hours in hourly increments, accruing one (1) PSL hour for every thirty (30) hours worked.

PSL not used in one year will carry over into the next year, provided that once an employee has accrued eighty (80) PSL hours, no additional PSL hours accrue until the employee uses PSL hours and their accrued PSL hours falls below the eighty (80) hour cap, at which time accrual starts again (but does not apply retroactively to the period when the employee was at the 80-hour cap).

Accrued but unused PSL hours are not paid out upon separation from employment, unless otherwise required by law.

PSL hours shall be used consistent with the provisions of Section 13.4 (PTO (or Unpaid Time) for Purposes of Illness, Injury, or Emergency) and may be scheduled for these or other reasons as mutually agreed to by the employee and the Employer.

- Although 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;
- Although not entitled to jury duty pay, a request to take unpaid leave for the purposes of jury duty will not be unreasonably denied; and
- Unless temporary, if such part-time employee is normally and regularly scheduled to work thirty (30) or more hours per week, this shall be reflected in payroll and they shall become eligible for benefits as provided in Section (c)(i) above.

(d) Participation in Article XXIV Benefit Plans. All part-time employees shall be eligible to participate in the plans set forth in Article XXIV (Medical, Dental & Vision, 401(k), and Other Benefit Plans) in accordance with the terms of those plans.

(e) No Other Eligibility. Part-time employees (regardless of their hours worked) shall not be entitled to any other benefits or premium pay except to the extent required by law.

Section 16.2. Temporary Employees. Employees may be employed by the Employer on a temporary basis in any classification covered by this Agreement. 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 except in cases where a temporary employee is hired to replace an employee on leave, in which case the temporary employment may be for the duration of the leave. If hired directly by Copley Ohio Newspapers, Inc., a temporary employee's hourly rate shall not be less than the minimum rate/new hire rate for their classification provided for in Section 17.1(c) (Minimum Wages & Salaries). Temporary employees receive no benefits except as required by law. The Employer's obligation to furnish information concerning temporary employees will be limited to providing the employee's name, when they are hired, and when they are released. Service as a temporary employee shall count for no other purpose under this Agreement, such as toward accruing seniority or completing a probationary period.

Section 16.3. "News Correspondents" and Other Independent Contractors. (a) News correspondents and freelance journalists separate from the bargaining unit ("Correspondents") may provide editorial content or services without limitation, except that in any given year, the Employer shall spend no more than one hundred thousand dollars (\$100,000) in the Editorial Department on news correspondents and freelance journalists.

(b) The Employer shall spend no more than one hundred thousand dollars (\$100,000) per year on the use of independent contractors or third-parties outside of the Editorial Department.

Section 16.4. Journalism Fellows. (a) Journalism fellows (*e.g.*, Report for America) are journalists or aspiring journalists whose employment is based upon the employee's 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) Fellows total hourly compensation shall not be less than the minimum rate/new hire rate for the fellow's classification as provided for in in Section 17 of Article XVII (Minimum Wages & Salaries)

(c) 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 purposes of benefits and premium pay. All other fellows shall be entitled to no other benefits except to the extent provided by law, provided that they shall be paid time and one-half for all hours worked on an Employer-observed holiday.

(d) Fellows, including those engaged on a full-time basis, may be terminated at the end of their grant and will not be paid severance.

(e) Fellows are not covered by Section 8.4 (Dismissals to Reduce the Force) or Article IX (Severance Pay).

(f) 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.

Section 16.5. Editorial Interns. (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 for up to eighteen (18) weeks, unless extended by mutual agreement of the Employer and the Guild. There shall be no more than two (2) interns employed at any given time, unless otherwise mutually agreed to by the Employer and the Guild.

(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 shall be paid not less than fourteen dollars (\$14.00) per hour.

(d) Interns will be paid premium pay at the rate of time and one-half 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.

(e) Interns are not covered by Section 8.4 (Dismissals to Reduce the Force) or, as provided in (d) above, Article IX (Severance Pay).

ARTICLE XVII

MINIMUM WAGES & SALARIES

Section 17.1. Minimum Rates for Full-Time Employees. Effective the first day of the first full payroll period following acceptance of this Agreement, the minimum hourly rates or annual salaries for full-time bargaining unit employees shall be as set forth below and shall be in effect during the term of this Agreement.

(a) Editorial Department

- (1) Full-time hourly paid Journalists (defined as Reporters and Photographers) shall be paid a minimum of not less than \$21.64 per hour upon hire, a minimum of not less than \$24.04 per hour after five (5) years' of employment as a journalist in the bargaining unit, and a minimum of not less than \$26.45 per hour after ten (10) years' of employment as a journalist in the bargaining unit.
- (2) A full-time hourly employee classified as an Associate Editor shall be paid a minimum of not less than \$25.50 per hour.
- (3) A full-time hourly employee classified as a News Assistant shall be paid a minimum of not less than \$15.00 per hour upon hire, a minimum of not less than \$15.38 per hour after one (1) year, a minimum of not less than \$15.76 per hour after two (2) years, a

minimum of not less than \$16.15 per hour after three (3) years, and a minimum of not less than \$16.56 per hour after four (4) years.

(b) All Other Departments

Classification	New Hire	1 Year	2 Year	3 Year	4 Year
Outside Sales	\$40,000 (annual salary)				
Classified	\$15.00	\$15.38	\$15.76	\$16.15	\$16.56
Advertising Liaison	\$15.00	\$15.38	\$15.76	\$16.15	\$16.56
Graphic Designer	\$15.00	\$15.38	\$15.76	\$16.15	\$16.56
Driver	\$16.00	\$16.40	\$16.81		
Mechanic	\$20.00	\$20.50	\$21.01		
Maintenance	\$14.50	\$14.86	\$15.23	\$15.61	
Insertter	\$12.50	\$12.81	\$13.13		
Warehouse	\$14.50	\$14.86	\$15.23		

Section 17.2. Minimum Rates for Part-Time Employees. Effective the first day of the first full payroll period following acceptance of this Agreement, the minimum hourly rates for part-time bargaining unit employees shall be the minimum rates set forth above.

Section 17.3. Increases beyond Minimum Rates. (a) The implementation of minimum rates in this Agreement does not provide for an increase to any employee paid at or above these minimum rates. (Same)

(b) Effective the first day of the first full payroll period following acceptance of this Agreement, hourly-paid full-time and part-time employees shall be advanced to the corresponding minimums set forth in Section 17.1 or receive a general wage increase of \$1.00 per hour, whichever is greater, as provided in (d) below. Thereafter, effective the first day of the first full payroll period twelve (12) months following the payment of increases as provided for in the prior sentence, such employees shall be advanced to the corresponding minimums set forth in Section 17.1 or receive a general wage increase \$1.00 per hour, whichever is greater as provided in (d) below.

Effective the first day of the first full payroll period following acceptance of this Agreement, salaried Outside Sales Representatives, shall receive a lump sum payment in the gross amount of \$2,080. Thereafter, effective the first day of the first full payroll period twelve (12) months following the payment of the lump sums as provided for in the prior sentence, salaried Outside Sales Representatives, shall receive a lump sum payment in the gross amount of \$2,080.

Section 17.4. Step Increases. Step increases provided for in Section 17.1 shall take effect the first day of the first full payroll period following the employee's anniversary date, until the employee reached the top step provided for their classification.

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 (Minimum Wages & Salaries).

(b) In its sole and exclusive 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.

(c) 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 (including bonuses) may be ended when the special project or assignment of additional duties ends.

(d) 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.

(e) 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.

(f) This Section 18.1 is not subject to the grievance or arbitration provisions of this Agreement.

Section 18.2. Sales Incentive Plans. (a) The Employer shall have the exclusive and unilateral right to institute, modify, suspend, or terminate sales incentive plans at any time for any bargaining unit employee(s).

(b) Except by mutual agreement of the Employer and affected employee(s), sales incentive plan goals shall be provided to employees in advance of the measurable period.

(c) The Employer shall have the exclusive and unilateral right to modify or change such goals during the measurable period. The Employer shall notify the affected employee(s) prior to such modification or change to goals.

(d) The Employer also has the exclusive and unilateral right to offer temporary commission guarantees to any employee(s).

Section 18.3. Effect of Putting Agreement into Effect. There shall be no reductions in hourly rates or salaries paid to current employees solely as a result of putting this Agreement into effect. Further, 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, or by an employee who accepts a transfer to a position with a lower pay scale.

Section 18.4. Salaried Employees. (a) In accordance with applicable federal and state law, the Employer, at its discretion, may treat any employee paid at least \$65,000 annually as a salaried, exempt employee.

(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) Other than Outside Sales Representatives, 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 employees as salaried exempt employees under the Fair Labor Standards Act and state law so long as they remain in their current classification 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).

Section 18.5. Paydays, Pay Periods, and Payment of Wages (a) Wages shall be paid weekly or bi-weekly, unless mutually agreed to by the Employer and the Guild. The pay-week runs Monday through Sunday.

(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 18.6. Minimums for New Positions. If the Employer intends to create a new bargaining unit position, the Employer shall notify the Guild and provide a description of the general duties, classification, and the job title of the new position at least two (2) weeks in advance of the position

being filled. Upon request, the Parties will meet to negotiate minimum rates for that new position. If the Parties cannot reach an agreement on minimum rates within the 2-week notice period, the Employer may assign a minimum rate and fill the position even if negotiations are continuing. This Section 18.6 is not subject to the grievance and arbitration provisions (Article VII) of this Agreement.

Section 18.7. Differentials. (a) Night Shift Differential. The shift pay for any hourly-paid full-time employee scheduled to work before 5:00 AM or after 8:00 PM shall be increased by six dollars (\$6.00) per shift (regardless of its duration), excluding Mail Room/Inserting Department employees, whose rates are set forth in Article XVII (Minimum Wages & Salaries).

(b) Sunday Shift Differential. The shift pay for any hourly-paid full-time employee scheduled to work on Sunday shall be increased by six dollars (\$6.00) per shift (regardless of its duration), excluding Mail Room/Inserting Department employees, whose rates are set forth in Article XVII (Minimum Wages & Salaries).

(c) Setup Premium. An inserter assigned to perform setup will be paid an additional thirty-five dollars (\$35.00) per week.

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.

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 legitimate expenses incurred by an employee in the service of the Employer.

Section 20.2. Vehicles. (a) Use of Personal Vehicle. Use of an employee's personal vehicle when required by the Employer is essential to the operations of the newspaper and shall be a condition of employment, but excluding Custodians, Warehouse Persons, Inserters, Mechanics and Drivers.

(b) Certificate of Insurance. The employee shall periodically furnish the Employer a copy of the employee's certificate of insurance. 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.

Section 20.3. 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 reimbursement, but shall not otherwise be required to provide information that would detail, by way of example only, a list of numbers called.

Section 20.4. 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.

Section 20.5. Meal Allowance. Reasonable meal costs, not to exceed fifty-five dollars (\$55) per day, incurred because of the requirement 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 20.6. Equipment. Equipment not otherwise mentioned in this Agreement that the Employer deems necessary will be furnished by the Employer. Except with respect to equipment for which employees receive a reimbursement (e.g., vehicles, mobile phones), employees shall not be expected to use their personal equipment to perform their assigned work.

Section 20.7. Uniforms. The Employer will provide production and distribution employees who request them eleven (11) shirts and eleven (11) pairs of pants, and two (2) jackets if the employee is normally required to work in the elements. The Employer will also provide laundry service for

these uniforms. Employees are prohibited from wearing these uniforms when performing non-work functions (e.g., when gardening, painting outside of the workplace, *etc.*).

Section 20.8. Expense Reimbursement. Employees' expenses will be reimbursed within thirty (30) days of the submission by the employee.

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 a journalist'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 Repository* or *The Independent* for personal gain or in the course of outside work.

Section 21.4. Bylines/Credit Lines. (a) Prepublication, for reasons of journalistic integrity, a journalist may withhold their byline/credit line from content they created or contributed to, provided that the journalist 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.

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 XXIII (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.

(d) Except pursuant to a court order, the Employer and his representative shall not release to third persons and 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 of 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 of this Agreement.

ARTICLE XXIII

GENERAL CONDITIONS

Section 23.1. Drug and Alcohol Testing Program. (a) It is expressly recognized that the Employer currently has in place policies with respect to drug-free and alcohol-free environment, which are governed by Section 3.2. Unless prohibited by law, the Employer reserves the right to require an employee who it reasonably suspects to be violating these policies to consent in writing to a drug test/and or alcohol impairment test. An employee involved in an accident involving injury to a person, including themselves, or property may also be required to consent in writing to a drug test/and or alcohol impairment test.

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

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

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

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

(f) Nothing contained in this Section 23.1 shall be construed as limiting the Employer's ability to comply with all Federal, State or local laws, regulations, or ordinances, such as performing random testing where required by law.

Section 23.2. Use of Technology for Business Purposes. Consistent with applicable law, the Employer may utilize any available technology for legitimate business purposes such as controlling access to facilities, preventing harassment or theft, recording time, and providing for the safety of its employees and others. Before introducing such technologies, the Employer shall

disclose to the Guild and bargaining unit employees its intent to use such technologies and the anticipated installation date. Upon written request, the Employer will meet with the Guild to discuss installation and bargain over the effects of the Employer's decision, provided that such technologies may be introduced anytime at least two (2) weeks after notice to the Guild is given, even if effects bargaining has not been concluded.

Section 23.3. Outside Activity. Employees shall be free to engage in activities outside of work hours. If the activity involves performing journalistic work or sales activity for another business that may in any way be in competition with the Employer, the employee must secure agreement with the editor or department head prior to performing such work to assure a conflict of interest does not exist. Employees must also secure agreement with the editor or department head before engaging in activities on behalf of or in conjunction with any business or organization that may violate the Employers ethical policies. With respect to the Editorial Department, such activities might include, but are not limited to, services for print or digital publications, radio, TV, social media, public relations or advocacy groups. With respect to Advertising Department (Sales), and in accordance with applicable law, such activities include, but are not limited to, selling advertising on behalf of another business, or other activity constituting a conflict of interests. A dispute over the application of this Section 23.3 shall be subject to the grievance procedure (Section 7.1) but shall not be subject to arbitration (Section 7.2) as provided for in Article VII (Grievance/Arbitration Procedure).

Section 23.4. Weapons Policy. In accordance with applicable law, carrying or possessing firearms, or any dangerous weapons, (a thing designed or used to threaten or inflict bodily harm or physical damage), at any time, on premises owned or occupied by the Employer is prohibited.

Section 23.5. Nursing Mothers. The Employer will continue to comply with the federal Break Time for Nursing Mothers law and any applicable state or local laws. This includes time for women to express milk and a private space that is not a bathroom each time they need to pump.

Section 23.6. Employee Cell Phone Privacy. Employees who elect to retrieve company email on personal phones or PDAs that they use for work-related purposes may be required to install an application for the sole purpose of safeguarding the company's systems. The Employer 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 23.7. Social Media. Gannett's social media policy or its standards of ethical conduct shall not be construed to unlawfully prohibit or interfere with employees' legal rights to communicate with work colleagues about terms and conditions of employment, provided that this shall not be construed as waiving or modifying any of the Employer's rights under the First Amendment.

Section 23.8. Bulletin Boards. The Employer agrees to provide bulletin board space for use by the Guild.

Section 23.9. Employee Subscriptions to Print Editions and Access to Digital Editions. Employees who subscribe to print editions of *The Repository* or *The Independent* will be entitled to a discounted rate, which may from time-to-time be revised. The current discount rate paid by employees for print editions of either *The Repository* or *The Independent* is ten dollars (\$10) per month. Employees shall have free access to the digital editions of *The Repository* or *The Independent*.

Section 23.10. Superseniority. Consistent with applicable law, the Guild unit chairperson shall be accorded superseniority.

Section 23.11. Job-Sharing. Job sharing arrangements that are agreeable to all affected employees, the Employer, and the Guild are permitted. Any of these parties may terminate job sharing by providing five (5) calendar days written notice.

Section 23.12. In-Office/In-Market/Field and Remote Work. (a) With the Employer's agreement, employees may work remotely unless the Employer determines there is a need for the employee(s) to report to the newsroom or be physically in the market based upon business needs as determined by management. The Employer shall have the right to increase or decrease the number of required days of its employees at its sole discretion.

(b) GPS Employees. It is recognized that employees performing GPS functions (e.g., production, delivery, custodial and maintenance functions) do not work remotely. While it might occur rarely, if ever, with the Employer's permission GPS employees may work remotely at specific times approved in advance.

(c) This Section 23.12 shall not be subject to the arbitration provisions of this Agreement.

Section 23.13. 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.

Section 23.14. Definition: Classification & Job Title. The term "classification" as used in this Agreement means a group of one or more positions with similar duties and responsibilities such that the same descriptive title (e.g., "reporter") may be used. A "job title" is a name or designation given to a position within a classification (e.g., "courts reporter").

ARTICLE XXIV

MEDICAL, DENTAL & VISION, 401(k), AND OTHER BENEFITS PLANS

Section 24.1. Medical Plan(s). (a) (i) For plan year 2025, bargaining unit employees shall remain on the current AultCare plan.

(ii) Effective January 1, 2026, the Employer shall make available to all bargaining unit employees 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-bargaining unit employees of *The Repository* and *The Independent*.

(b) Premiums. (i) For calendar year 2025, bargaining unit employees shall pay the current employee premium rates.

(ii) Effective January 1, 2026, the premium contributions for health insurance shall be shared between the Employer and the employee on a 75% (paid by the Employer) / 25% (paid by the employee) basis.

(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) Effective January 1, 2026, 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 Repository* and *The Independent* 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 Repository* and *The Independent* not covered by a collective bargaining agreement. Either Party may propose changes in these benefits in negotiations for a successor collective bargaining agreement, but it is understood that this “same basis” practice will continue during negotiations as the status quo consistent with applicable law. If the Employer announces the elimination of the dental and/or vision plan(s), the Employer will bargain with the Guild over the effects of the elimination.

Section 24.3. 401(k) Plan. (a) Effective January 1, 2026, bargaining unit employees shall be eligible to participate in the 401(k) plan on exactly the same basis and to the same extent as

employees of *The Repository* and *The Independent* 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 Repository* and *The Independent* 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.

Section 24.4. Other Benefits. Effective January 1, 2026, except as otherwise provided for in this Agreement, full-time and eligible part-times employees shall be eligible to participate in other benefit plans and benefits (e.g., disability plan(s), life and AD&D insurance, pet insurance, etc.) on exactly the same basis and to the same extent as employees of *The Repository* and *The Independent* not covered by a collective bargaining agreement, subject to changes (i.e., supplemented, enhanced, reduced, or eliminated benefits) made at the Employer’s discretion at any time without the need for further bargaining.

ARTICLE XXV

NO STRIKES/NO LOCKOUTS

Section 25.1. No Strike. There shall be no strikes of any kind, including sympathy strikes, acts honoring a picket line, sit down, slow downs, intermittent strikes, work stoppages or boycotts of any kind during the term of this Agreement. The Guild agrees it will not authorize, ratify, or condone any activity proscribed herein.

Section 25.2. No Lockout. The Employer agrees it will not lock out employees during the term of this Agreement.

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. Although the Employer shall not be responsible for compensating employees when union-related business (such as grievance meetings, representing employees exercising their *Weingarten* rights, etc.) occurs during work time, employee-representative(s) may reasonably flex their schedules to complete their paid workweek.

Section 26.2. Notice to the Guild. Where references of notice to the Guild are used in this Agreement, it shall mean notice in writing (including email or text) to the Administrative Officer of the Northeast Ohio Newspaper Guild.

ARTICLE XXVII

DURATION AND RENEWAL

Section 27.1. Duration. (a) This Agreement shall commence on the first day of the first payroll period following the date accepted by the Guild and expire the last day of the first full payroll period in January 2027.

(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 the expiration date of this Agreement as provided in (a) above. In the event such notice is not given by either Party, this Agreement shall continue in effect until sixty (60) days' written notice is given by either Party. Upon the giving of such 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: _____
On behalf of the Employer

By: _____
On behalf of the Guild

Dated: ____/____/2025

Dated: ____/____/2025

APPENDIX A

SENIORITY DATES AND RANKING

<u>Name</u>	<u>Classification/Grouping</u>	<u>Seniority Date</u>
Soliday, Rose	Ad Liason	12/1/1979
Britton, Allita	Classified	5/18/1981
Bitting, Kimberly	Classified	8/8/1988
Greco, Karen	Classified	9/21/2015
Adams, Jeffrey	Driver	2/22/1999
Mayle, Lester	Driver	11/14/2002
Flory, Jeffrey	Driver	5/10/2005
Lee, Lois	Driver	3/24/2012
Domer, Steven	Driver	5/23/2014
Naugle, Donald	Driver	1/24/2022
Castro, Vincent	Driver	8/29/2022
Johnson, Erwin	Driver	9/11/2022
McCoy, DeAndre	Driver	4/17/2023
Schade, Christine	Graphic Designer	12/10/1990
Fosdick, David	Insertor	7/22/1988
Molyneaux, Verna	Insertor	9/20/1994
Rosca, Daniela	Insertor	12/26/1995
Thornsley, Shelia	Insertor	5/10/2005
Stillion, Cindy	Insertor	11/20/2006
Bowditch, Michael	Insertor	10/27/2010
Gravley, Robyn	Insertor	10/12/2013
Nape, Terry	Insertor	6/1/2014
Barth, Dennis	Insertor	6/30/2014
Elliott, Timothy	Insertor	2/8/2021
Spencer, Paula	Insertor	6/3/2021
Stevens, Michael	Insertor	11/17/2021
Bailey, Ashton	Insertor	2/16/2022
Archie, Norma	Insertor	8/8/2023
Overcashier, Nicki	Insertor	12/18/2023
Woodworth, Geneva	Insertor	1/23/2024
Jackson, Skylier	Insertor	2/16/2024
Thompson, Megan	Insertor	4/26/2024
Grider, Cherokee'L	Insertor	5/21/2024

Alexander, Kavon	Insertter	5/22/2024
Archie, Edward	Insertter	6/4/2024
Hunter, Rashad	Insertter	8/6/2024
Stevens, Alexander	Insertter	8/13/2024
Pasters, Kevin	Insertter	10/1/2024
Smith, Richard	Insertter	12/26/2024
Hollon, Erik	Insertter	3/31/2025
Kelley, Gavin	Insertter	3/31/2025
Williams, Brian	Insertter	4/1/2025
Harper, Rook	Insertter	4/15/2025
Pigford, DNisha	Insertter	6/14/2025
Williams, Damian	Insertter	7/7/2025
Emery, Kyle	Insertter	7/14/2025
Castro, Julianna	Insertter	7/28/2025
Crawford, Anna	Maintenance	1/15/1996
Serri, Domenico	Maintenance	8/24/1998
Cundra, Michael	Mechanic	4/30/1990
Ujcich, Joseph	Mechanic	10/27/1997
Sidaway, Karen	News Assistant	3/14/1988
Boyd, Michael	Outside Sales	1/9/1989
Cannon, Mindy	Outside Sales	8/15/2014
Barbato, Kelly	Outside Sales	10/5/2016
Botos, Julie	Photographer	12/29/1997
Whitlock, Kevin	Photographer	10/25/2002
Goshay, Charita	Reporter	7/2/1990
Duer, Benjamin	Associate Editor	10/26/1998
Botos, Timothy	Reporter	2/22/1999
Balint, Edward	Reporter	6/14/1999
Wang, Robert	Reporter	12/4/2001
Weir, Kelli	Associate Editor	11/17/2003
Knapp, Amy	Reporter	2/19/2007
Grazier, Stephen	Reporter	3/20/2013
Byer, Kelly	Reporter	10/14/2013
Molnar, Nancy	Reporter	11/11/2015
Shaffer, Beverly	Reporter	11/6/2023
Springer, Grace	Reporter	1/2/2024
McNair, Janson	Reporter	6/17/2024

Popovich, Michael	Sports Reporter	8/17/1989
Doerschuk, Stephen	Sports Reporter	1/24/1993
Weir, Joshua	Sports Reporter	9/26/2002
Hickman, Clifford	Sports Reporter	9/1/2004
Gravley, Kevin	Warehouse	10/25/2002

APPENDIX B

Letter of Understanding

Canton. February 21, 2024

Self-Serve Advertising Platforms (Revised)

INTERIM AGREEMENT

SELF-SERVE ADVERTISING PLATFORMS

The Parties agree that the Employer may implement self-serve advertising platforms for classified/classified display ads.

1. The implementation of such self-serve advertising platforms shall not reduce the wages or benefits of employees in Classified Sales.
2. No current employee in Classified Sales, specifically Allita Britton, Kimberly Bitting, or Karen Greco, will be laid off prior to a new full collective bargaining agreement being reached or during the term of that new collective bargaining agreement. Classified Sales employees may be assigned work that is not within the Guild's jurisdiction but the assignment of such work shall not constitute a conferral of jurisdiction with respect to such work.

Accepted: _____ Accepted: _____

Dated: February 21, 2024

Dated: February 21, 2024

APPENDIX C

Effective the first day of the first full payroll period following acceptance of this Agreement, Tim Botos, Stephen Doerschuk, Charita Goshay, and Kelli Weir shall each receive a lump sum payment in the gross amount of one thousand dollars (\$1,000).