Agreement

Between

Spotlight PA

And

The NewsGuild/CWA Local 38010

December 20, 2024 to December 20, 2027

This Agreement by and between Spotlight PA (hereinafter referred to as the "Employer"), and the NewsGuild /CWA Local 38010 (hereinafter referred to as the "Guild"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement, shall be valid and bonding effective December 20, 2024 and expires on December 20, 2027.

ARTICLE 1 – GUILD RECOGNITION

1.1 The Employer will recognize and deal with the Guild as the exclusive collective bargaining representative for employees in the positions of: Reporter, Lead Editor, Newsroom Developer, Events Coordinator, and the Democracy Editor, but excluding all other employees, including quality control employees, clerical employees, confidential employees and guards and supervisors as defined in the National Labor Relations Act.

1.2 The parties agree that, from time to time, the Employer may create certain positions. If the Employer establishes a new position that performs the same work as the positions outlined in Section 1.1, it shall notify the Guild and provide a description of the position's job duties. Upon the request, the Parties shall meet within two (2) calendar weeks todiscuss whether the position should be included or excluded. If no agreement is reached, either Party may refer the question to the National Labor Relations Board.

1.3 Notwithstanding the foregoing, any position or role that is designated as temporary or for a finite period of time, regardless of the classification, duties, or functions, shall not be covered the terms of this Agreement and the Union waives its right to bargain over such positions. At the Union's request, the Employer will meet and discuss nine (9) months into a position covered by this Section, about whether Employer expects the position or role to continue beyond the one (1) year point, in which case Employer will meet and discuss with the Union about whether the position should be covered by this Agreement.

ARTICLE 2 – NO DISCRIMINATION

2.1 Both Spotlight and the Guild are committed to preventing illegal discrimination of any kind, including against, any employee because of their membership or activity in the guild, or because of age, sex, race, creed,

color, national origin, sexual preference, gender identity, marital or parental status, or irrelevant physical or mental disability.

2.2 Spotlight and the Guild strongly value the principle of diversity in the workplace and will cooperate with each other to achieve that goal. Both Spotlight and the Guild are committed to the recruitment, employment, promotion, training, and career development of a diverse workforce. This includes but is not limited to women, people of color, people identifying as LGBTQIA+, and persons who are diverse as to age and disability status.

2.3 This Article 2 and the undertakings set forth herein are not subject to grievance and arbitration provisions of this Agreement.

ARTICLE 3 – JURISDICTION

3.1 The provisions set forth in this Agreement shall apply to employees in those positions listed in Article 1.

3.2 Management and other exempt positions that are not covered by this collective bargaining agreement may perform the work done by employees to whom this contract applies, so long as the performance of such work does not:

(a) directly result in the layoff of a bargaining unit employee;
(b) directly result in the elimination of a bargaining unit employee;
(c) directly result in the erosion of a bargaining unit employee's standard work schedule; or
(d) directly result in the need to transfer a bargaining unit employee to another position.

ARTICLE 4 – GUILD AND AGENCY SHOP

4.1 The Employer agrees that it will not, without the written consent of the Guild, employ or retain as an employee, any person covered by this Agreement unless they are a member in good standing of the Guild or a fair share payer, or becomes a member or fair share payer within thirty (30) days after beginning employment and remains a member in good standing. The Guild agrees that it will admit to membership and retain in good standing any such employee who complies with the constitution and by-laws of the

Guild, provided they shall not have been previously expelled or suspended upon any unit of the Newspaper Guild.

ARTICLE 5 – CHECK-OFF

5.1 Spotlight agrees to deduct from bi-weekly pay of all employees covered by this Agreement, the dues and initiation fees, if any, of the Guild having jurisdiction over such employees and agrees to remit to the Guild all such deductions and a list of those for whom deductions are made prior to the end of the month for which the deduction is made, provided such employees furnish to Spotlight a voluntary authorization for authorizing such deductions in the form required by applicable law.

5.2 The Guild shall indemnify and hold Spotlight harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by Spotlight for the purposes of complying with any other provisions of this Article.

ARTICLE 6 – INFORMATION TO THE UNION

6.1 Spotlight agrees to notify the Guild in writing of any person who is discharged or resigns and will notify the Guild in writing of any person hired or transferred into any covered position within fourteen (14) days of each action. The notification will state the position and salary of the person, and whether the person is regular, part-time or temporary. Spotlight also agrees to notify the Guild of merit and step-up increases, and the effective dates. The Guild will maintain the confidentiality of the information furnished by the Employer pursuant to this Article 6.

ARTICLE 7 – HOURS OF WORK

7.1 Except as noted hereinafter, the regular work week for full-time employees shall be five consecutive days of eight (8) hours, falling within nine (9) consecutive hours. Every employee shall have the right to take one (1) hour unpaid each day for lunch.

7.2 Where practicable, every employee shall be notified of any change of their work schedule not later than fourteen (14) days prior to the week (Sunday through Saturday) to be covered by such schedule.

7.3 The parties recognize that employees in this unit are generally expected to work forty (40) hours per week. In the event employees work excess hours per week, they should discuss their work schedule with their manager, including flexibility in future weeks to account for the influx in work.

ARTICLE 8 - OVERTIME

8.1 The Employer may require an employee to work overtime, and the employee will receive overtime pay, in accordance with applicable law. Overtime shall be earned only on hours actually worked in excess of forty (40) in a week. All overtime must be pre-approved by a manager and employees may be subject to discipline, up to and including termination for failure to obtain approval prior to working overtime.

8.2 The Employer shall keep a record of all overtime worked. Copies of overtime records will be given to the Guild upon reasonable request.

ARTICLE 9 – MINIMUM WAGES

9.1 Editorial Department annual minimum wage rates shall be as follows:
Inexperienced/entry level: $60,000.00

9.2 Minimum Wage Increases:

All employees shall receive a 3.0 percent increase as of January 2, 2025, a 3.0 percent increase on January 2, 2026, and a 3.0 percent increase on January 2, 2027.

Employees whose current salaries fall below the minimum rates listed in 9.1, shall move to the appropriate scale upon ratification of this Agreement (December 20, 2024).

9.3 Ratification Bonus. The Employer agrees to pay a one-time ratification bonus of $750.00 next payroll date after ratification of this Agreement (December 20, 2024).

ARTICLE 10 – GENERAL WAGE PROVISIONS

10.1 The Employer will pay all salaries or wages bi-weekly. At the employee's option and where the arrangement can be made with the employee's financial institution, the Employer will provide for direct deposit of the employee's pay checks.

ARTICLE 11 – EXPENSES

11.1 Employees shall be entitled to all proper and reasonable expenses incurred in the course of their duties as authorized and approved by Employer. The Employer will use the best efforts to reimburse employees for such approved expenses within thirty (30) days of the date the employee's reimbursement is properly submitted in accordance with Employer's policies and practices, as may be in effect from time to time, but in no event later than the last day of the month on which the expense is incurred.

11.2 Employees will be compensated for the use of a personal automobile in the service of the Employer, as approved by the Employer, at the standard mileage rate issued by the Internal Revenue Service (IRS). The IRS mileage rate includes any changes, increases, or decreases, issued by the IRS during the term of this Agreement. This section does not apply to the use of Employer vehicles. All employees who use their personal automobile in the service of the Employer are required to provide proof of insurance to Employer each year, in accordance with Employer's policies and practices.

11.3 Work equipment that the Employer deems necessary shall be provided to employees at the Employer's expense.

11.4 Employees shall be permitted to pursue professional development or continued education, which is related to their duties to the Employer, so long as such activities are approved by Employer in advance and do not interfere with employees' obligations to Employer. Employees shall be entitled to all properly submitted and reasonable expenses incurred in the course of such development or education, so long as such expenses are authorized and approved by the Employer.

ARTICLE 12 – HOLIDAYS

12.1 New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day will be paid holidays. If a paid holiday falls on a Saturday, the previous Friday will be considered as the holiday. If a paid holiday falls on a Sunday, the following Monday will be considered as the holiday. Should a holiday fall on a regularly scheduled Monday-Friday off for employees who work shifted schedules, those employees will receive another paid day off within sixty (60) days of the holiday.

An employee will be permitted to be absent from work with pay on no more than two additional holidays of Rosh Hashanah, Yom Kippur, Good Friday, or Indigenous People's Day, or two of any other meaningful holiday(s) to them provided the employee has notified their immediate supervisor at least two (2) weeks in advance.

12.2 If an employee classified by the Employer as non-exempt is required to work on a holiday, the employee will be paid straight time for the holiday and receive another paid day off within sixty (60) days of the holiday. Work performed on observed holidays is not covered by this provision and will be paid at the employee's regular rate of pay. Only hour actually worked will count towards overtime.

ARTICLE 13 – BEREAVEMENT LEAVE

13.1 In the event of the death of an employee's immediate family member or the loss of a pregnancy by the employee or partner, the employee will be permitted bereavement leave consistent with the terms of Spotlight's policy applicable to all other employees in effect at the applicable time, including the applicable maximum amount of such leave. Notwithstanding the foregoing, permitted bereavement leave in such circumstances shall be up to five (5) days off with pay, though employees may return sooner if they so choose.

For purposes of this Article, "immediate family" shall be defined consistent with the terms of Spotlight's policy applicable to all other employees in effect at the time, but in all situations shall include parents, children, siblings, spouse, declared domestic partner, mother in law, father in law, daughter in law, son in law, grandparents, grandchildren, guardians,

stepparents, stepchildren, stepbrothers, stepsisters, brothers in law, sisters in law, foster parents, and relatives residing in the employee's household.

Spotlight may consider additional leave or providing leave for individuals beyond the scope of this Article, in Spotlight's sole discretion. Any such decision shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 14 – JURY DUTY LEAVE

14.1 An employee summoned to jury duty shall be entitled to a leave of absence for the period of such duty and shall be paid for the period, consistent with the terms of Spotlight's policy applicable to all other employees in effect at the applicable time.

ARTICLE 15 – VOTING TIME LEAVE

15.1 An employee required to work on Election Day, during the hours the polls are open, shall receive upon request and at a time convenient for the Employer, two hours off with pay to enable them to vote.

ARTICLE 16 – PAID TIME OFF/PERSONAL DAYS/VACATIONS

16.1 **Paid Time Off "PTO"** – Full-time employees and part-time employees, who are regularly scheduled to work at least twenty (20) hours per week will receive paid time off days according to the following schedule:

During the first year of employment: 20 days
Second anniversary of date of hire: 25 days
Third anniversary of date of hire: 30 days
Fourth anniversary of date of hire: 30 days
Fifth anniversary of date of hire: 30 days
Sixth anniversary of date of hire: 35 days

PTO is designed to provide employees with time away from work for personal, sick, or vacation reasons and provides benefits in excess of those required under applicable local sick leave laws.

PTO under this Article may be used for reasons covered by the Philadelphia Paid Sick Leave Ordinance.

16.2 **Using PTO** – Employees will be required to submit requests for approval of PTO usage to Spotlight at least one week in advance in order to utilize PTO. Spotlight will make an effort to approve the PTO dates requested by an employee such that those dates do not interfere with an employee's duties. The Union acknowledges that Spotlight will maintain a PTO policy and that employees are subject to that policy. In the event this Agreement and the PTO policy
conflict, this Agreement shall govern.

Employees who fail to contact their supervisor as required may not be granted their requested PTO and may be subject to disciplinary action, up to and including termination of employment. Spotlight will consider the circumstances of an employee's failure to comply with this Agreement or PTO Policy, for example, illness or emergency where employees cannot provide advanced notice.

An employee who fails to call in for three consecutive workdays without notifying their direct supervisor will be considered to have voluntarily terminated their employment. Excessive use of unscheduled PTO may result in disciplinary action, up to and including, termination of employment.

Employees will be required to use accrued PTO to cover any period of unpaid leave under Spotlight's leave policies and for any waiting period prior to receiving other benefits to the extent permitted by law.

16.3 **Carry-over and Separation from Employment** – PTO is a benefit designed for use while employed. PTO does not carry-over from year to year and employees will not be paid for any unused PTO upon separation from employment.

ARTICLE 17 – HEALTH AND WELFARE

17.1 Eligible employees will participate in the same benefits package and coverage options at the same cost, as those offered in the Spotlight Plans, all under the same terms and conditions as those set forth in the Plan.

For the duration of this Agreement, Spotlight will agree to cover eighty (80) percent of the premiums (employer portion) for eligible employees who elect coverage through on of the health plans offered by Spotlight.

ARTICLE 18 – 401 (K)

18.1 Employees are immediately eligible to participate in Spotlight PA's 401 (k) program. After the first anniversary of the date of hire, Spotlight PA will match fifty (50) percent of contributions up to 3% of an employee's total salary. All contributions and benefits will be subject to the terms and conditions set forth in the applicable Plan documents.

ARTICLE 19 – EMPLOYEE TERMINATION

19.1 The Employer will not discharge any employee except for just cause.

19.2 If arbitration is required to determine whether there was just cause for discharge, arbitration must be requested by the Union within thirty (30) days of discharge. The arbitrator's decision shall be restricted solely to a finding of whether or not the discharge was for just cause. If the decision is in favor of the Employer, the award shall be limited to sustaining the discharge and, if the award is in favor of the Union, the award shall be limited to reinstatement of the employee or employees, and, if appropriate, with full pay for all time lost, subject to reductions and offsets as permitted under arbitrable and other law.

19.3 Spotlight will give the Guild notice of employee terminations.

19.4 Probation Period: The first six (6) months after an employee's hire shall be a probationary period.

Notwithstanding any other provision to the contrary, during the employee's probationary period, the employee may be dismissed immediately. The Employer's decision regarding the dismissal of an employee during their probationary period shall be final and not subject to the grievance and arbitration provisions of this Agreement.

19.5 Warning Letters: The Employer will send the Union a copy of any warning letter issued to an employee covered by this Agreement. If the Union or the employee submits a written answer to the warning letter, the response will be placed in the employee's personnel file.

ARTICLE 20 – REDUCTION IN FORCE

20.1 The Employer agrees to provide the Guild with notice of its intention to lay off employees as part of a mass layoff (i.e., where at least 33% of the unit is being laid off). The Employer will meet and discuss with the Guild the effects of the proposed layoff.

Decisions as to who may be laid off shall be determined by the Company in its sole discretion.

Decisions under this Article 20 are not subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 21 – PART-TIME AND TEMPORARY EMPLOYEES

21.1 Part-time employees whose positions fall within the classifications described in Article 1 are subject to all terms of this Agreement. Their wages and benefits shall be computed on a pro-rata basis in proportion to time worked.

21.2 Persons may be hired temporarily to do work done by employees on vacation or on paid or unpaid leave, and such individuals are not subject to the terms of this Agreement. The Guild waives its right to bargain over such individuals and its right to grieve and/or arbitrate any claims related to their use or service to the Guild.

ARTICLE 22 – LEAVES OF ABSENCE

22.1 **Unpaid Family and Medical Leaves of Absence**

Spotlight recognizes the need to provide time off if employees experience family or medical circumstances requiring an extended period of leave from the workplace. Spotlight is not required to comply with the Family and Medical Leave Act of 1993 (FMLA). We have, however, chosen to provide a policy for family and medical leaves of absences.

Employees who have worked for Spotlight for at least 12 months and have worked at least 1,250 hours during the prior 12 months are eligible for up to 12 weeks of unpaid leave per 12-month period for the following reasons:

- birth of the employee's child and care of that child

• placement of a child with an employee for adoption or foster care

• care of an employee's spouse, child, parent or grandparent who has a serious health condition

• a serious health condition which renders the employee unable to perform the functions of the employee's position.

For the purposes of this policy, a serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

For purposes of this policy, the 12-month period, measured backward from the date the employee first uses FMLA leave (the "Leave Period").

Applications for family and medical leave should be submitted, in writing, at least 30 days before the leave commences, or as soon as possible thereafter. Employees should submit a written request for leave to [name to be included]. Any application must be accompanied by appropriate medical documentation.

At the start of a leave under this paragraph, employees are required to use any paid vacation time and paid sick time available to them, to the extent permitted by applicable law.

Once paid time is exhausted, the remainder of the leave is unpaid. The maximum length of the leave, including paid family and medical leave, PTO, may not exceed 12 weeks.

Spotlight will attempt to provide the same position to an employee at the end of a family and/or medical leave of absence, but it cannot guarantee that it will be able to do so in all circumstances.

22.2 **Personal Leaves of Absence**

Personal leaves, without pay, may be granted if employees need to be absent for personal reasons not addressed in the family and medical leave policy. A personal leave can be taken for up to 30 days, provided that:

• the employee has been employed in a benefits-eligible position for at least 12 months; and

• the absence will not interfere with Spotlight's operations.

All such requests must be made in writing, in advance, and approved by the Employer.

22.3 **Compensation While on Family and Medical Leave**

Leaves of absence under this policy are unpaid.

A Spotlight employee may be eligible to receive payments or benefits while on a leave under the following circumstances:

a. An employee absent from work due to the employee's own serious health condition may receive benefits under Spotlight's Short-Term Disability (STD) plan, or under workers' compensation, provided the employee qualifies for those benefits. Not all events qualifying under this policy will be eligible for STD or workers' compensation benefits.

   Details of the STD benefits are described in the Summary Plan. Contact Spotlight's plan administrator for more information about STD benefits.

b. Employees absent from work pursuant to "Unpaid Family and Medical Leaves of Absence", above, are eligible to receive ten (10) weeks of fully paid leave ("Paid Family and Medical Leave").
c. Employees must use any accrued paid time off (PTO) to cover any unpaid leave under this policy.

All paid leave, including STD, workers'; compensation, Paid Family and Medical Leave, and use of PTO, runs concurrently with an employee's entitlement to unpaid leave under this policy and any STD benefits.

In all cases, both paid and unpaid Family and Medical Leave of Absences, including any waiting period for benefits and leave under any state laws, will be counted towards an employee's allowable leave entitlement of 12 weeks, to the extent allowed by state law.

Paid Family and Medical Leave that is used for the birth, adoption or placement of a child, or to bond with a new child, cannot be used intermittently and must be completed within twelve (12) months of the birth of the child or the placement date of the adopted or foster child. Any unused Paid Family and Medical leave for the foregoing reasons will be forfeited at the end of the twelve-month timeframe.

Spotlight employees are required to apply for STD benefits, if applicable, and at no time will Spotlight employees receive more than 100% of their base pay.

22.4 **Failure to Return from Leave**

If an employee elects not to return to work after disability leave, Spotlight must be reimbursed for the cost of health benefits paid during the leave period.

22.5 **Miscellaneous**

Because of Spotlight's relatively small size, the company necessarily reserves the right to depart from this policy as circumstances may require.

ARTICLE 23 – LEAVE FOR UNITED STATES SERVICE

23.1

(a) Any employee with three (3) months or more of service with the Employer who is required under act of Congress to enter the Service of the United States, or of any State, or who, if the United States is at war, voluntarily enters the armed forces of the United States, or of any State, or the United States Merchant Marine, or any employee who in the future may be conscripted by a Manpower-Draft under an Act of Congress to enter the service of any employer other than the Employer, and who furnished Management such documentary proof that they were to be conscripted, shall be considered as on leave of absence, and shall have the time spent by them in such services (hereinafter sometimes referred to as "war service") added to the length of their service for the Employer for all purposes. Any such employee who within ninety (90) days plus reasonable travel time of their release from war service applies for reinstatement, shall within two (2) weeks after the Employer receives such application be returned to his former position, if they are capable physically of filling it, at the rate of pay then applicable thereto (but in no event shall it be less than the pay they received upon taking their leave of absence) and with all the benefits accorded to employees under the then existing contract between the Employer and the Guild. If the employee is physically incapable of performing the work of their former position, the Employer shall do everything reasonably possible to find a position for them which they can fill, which position shall be held

under the terms of the then existing contract between the Employer and the Guild. In attempting to make such a position available the Employer may, if necessary, dismiss upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, an employee who was hired subsequent to the entry into service of the returning employee.

(b) Regardless of any other seemingly conflicting provisions of this Agreement, when an employee who has been on leave of absence, because of having been in the service of the United States, or of any State, or of the United States Merchant Marine, or an employer other than the Employer, as herein defined, applies for reinstatement, any other employee who was hired because of such first employee's absence may, upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, be dismissed by the Employer, and any employee who was transferred to a different position because of such first employee's absence may be returned to their former position and to their former pay, or the scale then applicable to their former position, if that then be higher than his former pay. An employee hired or transferred to substitute for an employee on leave of absence under the provisions of subsection (a) of this Article 30 shall be notified in writing, at the time of their hiring or transfer, as the case may be, of the fact that their employment or transfer is subject to the provisions of this subsection (b) and of the name of the absent employee for whom they are substituting.

(c) The benefits of this Article 30 shall be extended to include such employees as, being subject to induction under the Selective Service Act, voluntarily enlist, and to employees in the reserve of any service who enter active service.

ARTICLE 24 – HEALTH AND SAFETY

24.1 The Employer will not require any employee, without their consent to work under conditions which may be injurious to the employee's health, life or limb.

ARTICLE 25 – NO STRIKE/NO LOCKOUT

25.1 It is mutually agreed that there shall be no strikes, lockouts, sit-downs, sit-ins, slowdowns, sympathy strikes, picketing, stoppage, or interruption of work, or direct or indirect interference or disruption of the operations of the Employer during the term of this Agreement. The Guild shall use every reasonable effort to prevent the above actions by any of its members employed by the Employer. This shall include, but not be limited to, any such actions and/or secondary boycotts directed at a funder or investor of or in Spotlight.

ARTICLE 26 – EMPLOYEE INTEGRITY AND PRVILEGE AGAINST DISCLOSURE

26.1

a. An employee's byline or credit line shall not be used over their protest. In the event substantive changes are made in a reporter's story and it is not practicable to call such changes to their attention, the byline shall be taken off such story by the editor.
The Guild and Employer agree that news stories and feature articles will be presented in accordance with sound journalistic practice without distortion of any facts, without malice, and without creating false impressions. If a question arises as to the accuracy of the printed material, the Employer shall make reasonable efforts to consult with the employee concerned prior to any retraction of the material involved. The foregoing shall not apply in circumstances in which the employee is no longer an employee of the Employer or is otherwise unlikely to be available for consultation.

b. The Employer, believing that a free press best gathers news without external pressures, and the Guild, believing that a news employee should be responsible in his work only to their conscience and to their employer, agree that protection of a news employee's sources is of prime importance to their work. The Employer and the Guild further agree that: When any request is made by a Federal, state or municipal court, grand jury, agency, department, commission, or legislative body for the production or disclosure of confidential information or confidential news sources utilized by any employee covered by this Agreement, and directly engaged in the gathering of news for Spotlight, Spotlight will

make arrangements for legal guidance and assistance for the employee through legal counsel to Spotlight as soon as practicable and reasonable under the circumstances. To the extent anything in this Agreement conflicts with such policies or plans, the policies and plans control.

Where there has been a breach of the law, trust, any applicable policies or procedures, or the journalistic standards of Spotlight by the employee, Spotlight shall have no obligation to provide legal protection to the employee. Such determination may be grieved through the grievance process in this Agreement but shall not be subject to arbitration procedures of this Agreement.

ARTICLE 27 – OUTSIDE WORK

27.1 An employee may engage in outside work provided that, as determined by Spotlight, such work does not interfere with the employee's work for the Employer nor create any conflict or perceived conflict of interest with the work of Spotlight, and provided that such work is not in the service of another news organization whose primary readership and/or marketing audience is in competition with the Employer. Under no circumstances shall an employee use their connection with the Employer to exploit their outside work. Any employee taking on such outside work shall obtain written approval from their Department Head in advance. Spotlight's decision to deny approval of an outside work assignment shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 28 – GRIEVANCE PROCEDURE

28.1 (a) A grievance is defined as a complaint filed by the Guild alleging that Spotlight breached a specific provision of this Agreement. Any complaint that concerns matters specifically excluded from the application of this Article in this Agreement are not considered grievances and may not be processed under the Grievance and Arbitration provisions of this Agreement. This Article is the sole and exclusive procedure for the resolution of grievances under this Agreement.

(b) An informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, through direct discussion between Spotlight and the Guild. If the grievance is not resolved

through informal discussions, either party may file a formal grievance as set forth below.

(c) Any offers of resolution or settlement agreed upon at any stage of the grievance or arbitration procedures, or any offers of such a resolution, shall not be considered admissible at any steps in the grievance or arbitration process.

28.2 The following steps shall be followed in the processing of grievances:

The Guild shall present a grievance to the President of Spotlight or that individual's designee within fourteen (14) calendar days of its occurrence.

Each grievance must be in writing and specify the following:

- The nature of the grievance;
- The specific section(s) and provision(s) of this Agreement alleged to have been violated;
- The date of the occurrence of the alleged violations; and
- The relief request.

The President will meet with the grieving employee and their representative to discuss the grievance within fourteen (14) calendar days following the receipt of the grievance. Spotlight will issue a written response to the grievant and/or the grievant representative within fourteen (14) calendar days after the meeting is held.

If the grievance is not satisfactorily resolved, or Spotlight fails to respond in writing within thirty (30) calendar days of receiving the grievance, the Guild may submit the matter to arbitration. Arbitration under this Agreement shall be limited to grievances that have been timely processed through the grievance procedure.

28.3 Grievances received after 5:00 pm EST will be deemed to have been received on the next business day. If grievance is not appealed to the subsequent step of the procedure within the applicable time limits, and/or an extension has not been agreed to in advance, in writing, by the parties, the grievance will be considered settled on the basis of Spotlight's last written response. The aggrieved employee, Guild, and Spotlight are all expected to attend a scheduled grievance meeting, except in the event of an

unforeseeable emergency. If the aggrieved employee fails to attend a schedule grievance, then the grievance will be deemed waived and there will be no further processing of the grievance or any arbitration thereon.

ARTICLE 29 – ARBITRATION

29.1 (a) A request for arbitration may be made only after exhaustion of the grievance procedure described by this agreement.

(b) The Guild's appeal to arbitration must be made within thirty (30) calendar days after the date of Spotlight's answer to the grievance, or if no answer was provided, within thirty (30) calendar days from the date Spotlight's response was due. The Guild shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to Spotlight. The request must identify the specific Section(s) and Article(s) allegedly violated. The issue(s) to be heard by the arbitrator shall solely be restricted to the Article(s) set forth in the filed grievance. Issues or allegations which were known or should have been known to the Guild butnot introduced at during the grievance procedure are waived and shall not be introduced by the guild at arbitration or heard by the Arbitrator in any manner.

(c) Failure to submit the appeal within the above time limits will render the grievance ineligible for arbitration and the last preceding Spotlight response, if any, will be deemed final and not appealable in any forum. The time limits contained herein may be extended by mutual agreement of the parties.

29.2 The issue of arbitrability shall be resolved in a hearing (or telephone conference with the arbitrator) prior to and separate from the hearing (if any) regarding the substantive facts and/or allegations in the dispute. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case shall not be heard, and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed on the substantive issue(s) raised.

29.3 The arbitrator shall have the authority only to settle grievances arising under this Agreement as defined by this Agreement. The arbitrator shall have no power to add to, subtract from, modify, amend or supplement this Agreement in any way, not shall the arbitrator substitute their judgement for

that of Spotlight. The arbitrator shall have no jurisdiction or authority to hear any arbitration involving, nor issue any award changing, modifying, or restricting any action taken by Spotlight on matters committed to Spotlight's discretion under this Agreement, unless such action independently violates the specific terms of this Agreement, in which case the arbitrator may only have jurisdiction or authority to resolve the alleged independent violation, not the matter committed to Spotlight's discretion.

29.4 Only one grievance may be referred to and decided during a particular arbitration, unless otherwise agreed by the parties, in writing, and all hearings shall be closed to the public.

29.5 Remedies.

(a) If a grievance is sustained in whole or in part, and subject to the limitations set forth in the paragraph below, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and/or benefits received from any source, including, but not limited to Workers' Compensation and/or unemployment benefits, etc.

(b) The decision of the arbitrator shall be final and binding, subject to applicable laws permitting judicial review of the decision. The decision shall be distributed to the parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the parties that the time-frame cannot be met.

(c) The arbitrator shall have no authority to award back wages or other monetary reimbursement, not shall Spotlight be liable on a grievance claiming back wages or other monetary reimbursements for:

- Any period of time during which an extension of time limits has been granted by Spotlight at the request of the Guild; or
- Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Guild; or
- Any period of time greater than thirty (30) calendar days prior to the date of the initial filing at Step 1 of the grievance procedure.

29.6 The costs of fees of the arbitrator shall be borne equally by Spotlight and the Guild.

ARTICLE 30 – SENIORITY

30.1 Seniority means length of continuous employment with Spotlight. No time worked for a previous employer shall be considered for purposes of defining any employee's date of hire for any purposes. Employment shall be deemed continuous unless interrupted by (a) dismissal for good and reasonable cause, (b) resignation, (c) refusal to accept an offer of rehire into a position in which an employee worked when dismissed, (d) or where the language provisions elsewhere in the Agreement would be in conflict with this Section. Employees who voluntarily leave the Company's employment and are rehired within six (6) months from their last day of work shall be considered to have continuous employment notwithstanding the gap in employment.

ARTICLE 31 – MANAGEMENT RIGHTS

31.1 Management of operation and the workforce covered by this Agreement are vested exclusively in Spotlight, except as limited by the specific provisions of this Agreement. Spotlight shall continue to have sole and exclusive rights customarily reserved to the employer, including but not limited to the rights to: hire, evaluate, promote, demote, suspend, discipline, transfer, lay off, recall, and discharge employees; relieve employees from duty because of lack of work or other proper reasons; establish rules pertaining to the operation of the organization and permissible conduct of employees; schedule operations, shifts, and hours of work; assign, direct, designate, and schedule duties, including overtime work; determine appropriate staffing levels, including whether to fill vacant positions; select the resources and materials to be used in the operation of the business; control all employer property; make technological improvements and install or remove equipment, including labor-saving devices or technology, regardless of whether or not such action causes: (a) a reduction in the number of employees, (b) a transfer of employees, or (c) the elimination of bargaining unit titles or jobs or the assignment of additional or different duties; select supervisory personnel and control their conditions of employment; plan, control, direct, form, discontinue, consolidate, or reorganize any department or division; and designate work to be subcontracted and select subcontractors.

Spotlight shall have the sole right to manage the business, to direct and control the business and workforce, to make any decisions affecting the business, and to take actions necessary to carry out its business, including, but not limited to decide all work methods, techniques, and processes, as well as the methods of selling, distributing, and providing all publications, products and services, to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the methods, procedures, materials, and operations to be used or to discontinue or to modify their use; to determine which programs and contracts to enter; to expand the business operations by acquisition, merger or other means; to discontinue the operation of Spotlight by sale or otherwise, in whole or in part, its stock or assets; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

The above-mentioned rights are not all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that the rights, power, and authority held by Spotlight prior to the signing of this Agreement, whether exercised or not, are retained by and remain exclusively with Spotlight, except as specifically limited or modified by the express provisions of this Agreement.

ARTICLE 32 – SEPARABILITY

32.1 If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid. All other provision of this Agreement that are not affected by the illegal provision, will remain in full force and effect during the term of this Agreement.

ARTICLE 33 – DURATION

33.1 Duration. This Agreement shall commence on ratification (December 20, 2024) and expire on the same date three years after ratification (December 20, 2027).

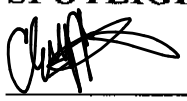
33.2 (a). Renewal. The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least ninety (90) days before expiration of this Agreement. In the event such notice is not

given by either Party, this Agreement shall continue in effect until ninety (90) day's written notice of termination is given by either Party. Upon giving of such notice, the Parties shall enter into negotiations as soon as possible.

(b). Dispute Resolution. Either Party shall have the right to demand, with thirty (30) days' written notice to the other, that the Parties meet to discuss any significant/substantive issues (i.e., jurisdiction, use of AI, etc.) related to the interpretation and implementation of the terms of this Agreement. The Parties agree that they will meet promptly upon receipt of such notice and confer in good faith to reach agreement on the issue(s). If, however, the Parties fail to meet or reach an agreement on the outstanding issue(s) within sixty (60) days, either Party may require the Parties to use the services of FMCS to negotiate the outstanding issue. FMCS is non-binding. It is understood that in the event that FMCS negotiations do not result in a mutually satisfactory resolution, the terms and conditions of the collective bargaining agreement shall continue in full force and effect. The terms of this Agreement shall remain unchanged unless agreed to by the Parties. Further this provision is not intended to supersede the existing grievance and arbitration procedure.

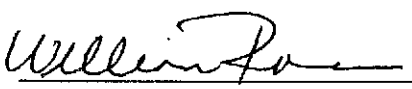
IN WITNESS WHEREOF, the parties hereto, intending that they, their successors and Assigns shall be legally bound hereby, have set hereunto their hands and seals this 20th Day of December, 2024.

SPOTLIGHT PA



By: Christopher Baxter, CEO & President

NEWSGUILD OF GREATER PHILADELPHIA/CWA LOCAL 38010



By: William Ross, Executive Director