AGREEMENT

Between

The News Journal (Wilmington), a division of Gannett Satellite Information Network, LLC, a subsidiary of USA TODAY Media Corp.

And

The NewsGuild of Greater Philadelphia, Communication Workers of America Local 38010

(Editorial Contract)

August 2026 – August 2028

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GUILD CONTRACT

THIS AGREEMENT is made September _____, 2026, between *The News Journal* (Wilmington), a division of Gannett Satellite Information Network, LLC, a subsidiary of USA TODAY Media Corp. ("Employer") and The NewsGuild of Greater Philadelphia, Communication Workers of America Local 38010 ("Guild") for itself and on behalf of employees in bargaining unit set forth below.

ARTICLE I

RECOGNITION & CHECKOFF

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 wages, hours, and other terms and conditions of employment for employees who are members of the bargaining unit as set forth in Case 04-RC-257224.

Section 1.2. Bargaining Unit. (a) Included: All full-time and regular part-time employees employed in the Wilmington News Editorial Department located at 950 W. Basin Road, New Castle, Delaware.

(b) Excluded: (i) All other employees, including confidential employees, guards, managers, and supervisors as defined by the National Labor Relations Act ("Act").

(ii) If the Employer establishes a new position in the news department that it believes is excluded, it shall notify the Guild and provide a description of the position's job duties. Upon request, the Parties shall meet within two (2) calendar weeks to discuss 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.

Section 1.3. Union Security. In accordance with applicable law, it shall be a condition of employment that all employees of the Employer covered by this Agreement shall remain members of the Guild and those who are not members on the execution date of this Agreement become and remain members in the Guild. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) calendar day following the beginning of such employment become and remain members in the Guild.

Section 1.4. Checkoff. (a) Upon an employee's voluntary written assignment, the Employer shall deduct from the bi-weekly earnings of such employee and pay to the Guild 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 to rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain in effect on accordance with the terms of such assignment.

(b) The dues deduction assignment shall be made upon the form set forth at Attachment E.

(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 1.3.

ARTICLE II

JURISDICTION & WORK ASSIGNMENTS

Section 2.1. Work Assignments and Jurisdiction. (a) The Employer shall have the right to make and change any and all work assignments, including the right to assign unit employees work that is not at that time being performed by bargaining unit employees.

(b) The work of employees shall be the work presently performed by employees within the bargaining unit and new or additional work assigned to the unit by the Employer, provided that the assignment of work for other Gannett-owned publications or operations shall not constitute a conferral of jurisdiction with respect to such work. Except as otherwise explicitly provided in Section 2.1(c) below, the Employer has the right to utilize individual outside of the bargaining unit to perform work performed by employees in the bargaining unit. By way of illustration, the Employer's rights in this regard include the following:

(i) There is no restriction on supervisors and managers performing bargaining unit work;

(ii) Copy-editing, design work, pagination, and digital optimization work may be performed by anyone;

(iii) There is no limitation on the sharing of content produced by journalists employed by or persons engaged by other Gannett-owned publications or operations;

(iv) There is no limitation with respect to generating content for special projects or of regional or statewide interest;

(v) There is no limitation on the use of wire or syndicated content, collaboration partner, or other such content providers, including local television and radio stations and organizations such as ProPublica; and

(vi) There is no limitation on the use of Artificial Intelligence (AI) with respect to any newsroom function including the generation of news content; work associated with generating or processing AI generated content may be performed by anyone and is not subject to subsection (c) below. Without qualifying the foregoing, AI is intended to be supplementary to local news reporting and writing and is not a replacement for it. *The usage of AI will be consistent with the Company's AI use and ethics guidelines and policies, as amended from time-to-time as provided for in this Agreement.*

(c) The only limitations on the Employer's right to assign news coverage, content generation, and any other Editorial work are those set forth in this Section 2.1(c). Local news is the coverage of events in a local context that would not be of interest in another locality or otherwise be of national or international scope. Local newsgathering, reporting and photography/videography within New Castle County for *The News Journal* is recognized as bargaining unit work with respect to which the Parties further agree as follow:

(i) The Guild-represented news and editorial staff employees currently on the Dover, Delaware payroll ("Dover Staff') and who work outside of the New Castle have historically worked on local news appearing in The News Journal and there is no restriction on their (or their supervisors or managers) continuing to do so;

(ii) Similarly, news and editorial staff employees working at Delmarva Now — Daily Times ("Salisbury Staff') have historically covered the shoreline and environmental issues involving local news content for *The News Journal* and there is no restriction on their (or their supervisors and managers) continuing to do so. Additionally, members of the Salisbury Staff regularly perform and may continue to perform photography/videography work for *The News Journal*;

Except as provided for above with respect to the Dover Staff and Salisbury Staff (the "Dover/Salisbury Carve Out"), local news content appearing in *The News Journal* or on any of its platforms shall not be produced by journalists employed by other Gannett-owned publications or operations on a recurring basis, provided further that this limitation does not apply to teams and other coordinated news gathering initiatives;

(iii) Without modifying the Dover/Salisbury Carve Out, local news content may be produced by journalists employed by or persons engaged by other Gannett-owned publications or operations in the case of an emergency or in situations where a bargaining unit employee is not reasonably available, for example, in the case of illness, injury or vacation of bargaining unit employees;

(iv) Without modifying the Dover/Salisbury Carve Out, breaking local news content may be produced by journalists employed by or persons engaged by other Gannett-owned publications or operations in instances where such journalists are best situated to provide such coverage, for example, a non-unit journalist who happens to be in the vicinity of where an accident involving a New Castle political figure occurs;

(v) In addition to what is provided for with respect to the Guild-represented Dover Staff members, there shall be no limitation on Guild-represented employees at other Gannett-owned publications or operations producing local news or other content appearing in The News Journal;

(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 2.1.

(d) Coverage of professional or collegiate sports is on a non-exclusive basis and, without qualifying the foregoing, it is anticipated that coverage will primarily remain the purview of the local unit in which the team is located although, for example, instances may occur where coverage of out-of-town games and events can be performed by other Gannett-owned publications already in those locations or covering events.

ARTICLE III

MANAGEMENT & FIRST AMENDMENT 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 number of employees to be employed; to hire employees and set their initial salaries at not less than the minimums provided for in this Agreement; to determine employees' qualifications and assign and direct their work; to transfer, layoff. and recall employees; to maintain the efficiency of the operations; to determine the personnel, methods, means, facilities, and equipment by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to discipline and discharge employees for 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) Consistent with Section 3.1 and except as amended by this Agreement, all employment policies, rules, and regulations, including ethics policies, in effect *as of the effective date of this Agreement* shall continue to apply to bargaining unit employees but shall not be a part of this Agreement. Bargaining unit employees and the Guild will be notified of any changes in such policies. Upon written request by the Guild, the Parties' shall meet and discuss and changes in such policies, rules, and regulations or new policies, rules, or regulations.

(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. Inclusion Policy. (a) It is the Employer's policy to promote an inclusive, diverse, and equitable workplace culture with strong protections against discriminatory conduct. Consistent with its existing policies, practices and recent inclusion, diversity and equity initiatives, Gannett Co., Inc. ("Gannett") and each of its business units are committed to attracting, retaining and engaging a greater inclusion of women, people of color, (including American Indian or Alaska Native; Asian; Black or African American; Hawaiian or Pacific Islander, Hispanic or Latino and

Middle Eastern or North African backgrounds) LGBTQ+, those with differing abilities, those having military experience, and more underrepresented groups at every level of our workforce, for positions covered by this Agreement, recognizing that diversity of race/ethnicity, gender, experience, and background enriches journalism and our industry as a whole.

(b) Employees, including those covered by this Agreement, are encouraged to participate in Gannett's Employee Resource Groups (ERGs), which are voluntary, open to all employees, and are based on shared characteristics or life experiences. These employee-led and diverse groups aim to build connections, share information, increase cultural awareness, assist in recruiting and retaining diverse talent, and strengthen our employees' professional and personal growth.

(c) This Section is subject to the grievance but not the arbitration provisions of this Agreement.

ARTICLE IV

NO STRIKE/NO LOCKOUT

Section 4.1. No Strike. There shall be no strikes, including sympathy, or wildcat strikes, sit-downs, slow-downs, work stoppages, boycotts, acts honoring a picket line, picketing or other acts which interferes with the Employer's operations or the production or sale of its products or services during the term of this Agreement. The Guild agrees that it will not authorize, ratify or condone any such activity proscribed herein.

Section 4.2. No Lockout. The Employer agrees that it will not lockout any employees during the term of this Agreement.

Section 4.3. Direct Recourse. Both Parties shall have direct recourse to the National Labor Relations Board and the courts for a violation of this Article.

ARTICLE V

NEWS INTEGRITY

Section 5.1. 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 in Article V or any other provision of this Agreement limits the Employer's rights set forth in this Section 5.1, such rights being limited only to the extent provided at law, provided that this Section 5.1 shall not be interpreted as modifying an employee's privilege to withhold her/his byline/credit line for reasons of journalistic integrity as provided for in Section 5.4 below.

Section 5.2. 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 5.3. No Exploitation of Position. No employee shall exploit her/his position with The News Journal for personal gain or in the course of outside work.

Section 5.4. Bylines/Credit Lines. (a) Prepublication, for reasons of journalistic integrity, an employee may withhold her/his byline/credit line from content s/he created or contributed to, provided that the employee has conferred with the employee's manager concerning any objections in order to provide the Employer the opportunity to address any concerns. The Employer may run the story in its discretion in the absence of such byline/credit line.

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

Section 5.6. 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 5.7. 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 5.8. 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 his/her 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 an employee's unpublished notes, records, or documents, nor shall the Employer release any other unpublished information gathered by employees within the scope of his/her 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 5.9 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.

ARTICLE VI

HIRING

Section 6.1. No Discrimination in Hiring. (a) In accordance with applicable law, there shall be no discrimination against a prospective employee because of her/his membership or non-membership in the Guild or because of age, sex, race, color, religion, creed, national origin, sexual preference, gender, gender identity, marital or parental status, irrelevant physical and mental disabilities, veteran status or other legal protected status or classification.

(b) Because prospective employees are not members of the bargaining unit, Section 6.1 is not subject to the grievance and arbitration provisions of this Agreement.

Section 6.2. 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.

Section 6.3. Selection of Candidate. The Employer retains the right to judge the competency, qualifications and abilities of applicants and shall determine and select the best qualified candidate.

Section 6.4. Remedy at Law. While Sections 6.2 and 6.3 are subject to the grievance procedure, only Section 6.2 is subject to arbitration.

ARTICLE VII

ASSIGNMENTS

Section 7.1. Assignments of Work. (a) Work assignments and changes therein shall be made at the Employer's discretion. Reporters, photographers, and copy editors may be assigned any work without regard to job title. Assignments shall not be used for punitive purposes. Assignments may be temporary and/or intermittent in nature, depending on the needs of the newspaper. Other assignments may be regular rather than temporary or intermittent but shall not be of such a nature as to make a reporter a de facto photographer or a copy editor, a photographer a de facto reporter or copy editor, *etc*. Employees shall perform all work as assigned, provided that this shall not modify Section 5.5. (No Advertorial Assignments).

(b) The Employer recognizes that employees may not have as much expertise or training in performing new assignments not traditionally associated with their classification and shall take this into consideration in evaluating employees' performance, as well as whether employees make a fair and reasonable effort to perform those new duties and functions to the best of their ability.

(c) For purposes of training, to cover absences, and for other legitimate reasons, employees may be temporarily assigned the duties of excluded positions and shall receive no additional compensation except as expressly provided for in the next sentence. An employee who is formally assigned by the Editor for a full shift to cover the duties of a supervisory or managerial employee within the meaning of the Act (and who is excluded from the bargaining unit) shall receive an additional twenty-five dollars ($25) for working such an assigned shift.

ARTICLE VIII

INFORMATION TO THE GUILD

Section 8.1. Information to be Furnished Quarterly. The Employer shall supply to the Guild, on a quarterly basis, if requested, the following information with respect to bargaining unit employees:

(a) Name, address, date of birth, and gender (as provided by the employee);

(b) Social security number (last four digits);

(c) Minority status & disability (in each case as identified by the employee);

(d) Years of service (defined as the total number of years of employment at *The News Journal*). Additionally, years of service also includes years of continuous employment at Gannett business units for employees hired by The News Journal on or after November 14, 2019. Employment shall be deemed continuous unless there is a break in service of more than six (6) months or if an employee received separation benefits;

(e) Classification and job title (if different);

(f) Total wage compensation and, upon request, the elements used to arrive at same (e.g., base wage plus merit pay); and

(g) Average hours worked by part-time employees for the past six (6) month period.

Section 8.2. Information to be Furnished Monthly. The Employer shall supply to the Guild, on a monthly basis, if requested, the following information with respect to bargaining unit employees:

(a) All pay increases, including merit, bonuses, or other monetary compensation, granted by name of employee, individual amount, resulting new salary, and effective date.

(b) Changes in job title or classification, any salary changes by reason thereof, and effective date; and

(c) Resignations, retirements, and deaths and effective dates.

Section 8.3. Information concerning New Hires. Within fourteen (14) calendar days after the start date for a new employee, the Employer shall furnish the Guild, in writing, the information set forth at Section 8.1.

Section 8.4. Additional Information. (a) Freelance Work. The Employer shall provide the Guild with an annual report showing the amounts paid per month for contract (freelance) work. The report shall identify the individual performing the work, the general area in which the work is performed *(e.g.*, sports, photo, *etc.)*, and the monthly amounts paid.

(b) Other Information. The Employer shall respond to all information request from the Guild consistent with applicable law.

ARTICLE IX

GRIEVANCE & ARBITRATION PROCEDURE

Section 9.1. Definition of a Grievance. A grievance is defined as a dispute between an employee and the Employer arising under and during the term of this Agreement involving the application or interpretation of a specific provision of this Agreement. A grievance shall be put in writing and shall specify the grieved action, the specific provision(s) of the Agreement allegedly violated and the requested remedy.

Section 9.2. Grievance Procedure. Grievances shall be handled in the following manner:

(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 fourteen (14) calendar days of the event giving rise to the dispute or within fourteen (14) calendar 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) individuals designated by the Guild (which may include a CWA representative) and not more than two (2) Management representatives designated by the Employer shall discuss a timely grievance. Such meeting shall be held as promptly as possible after the Employer receives the written grievance, but in any case, within fourteen (14) 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 9.3. Guild Representative. A union representative employed in the Newsroom required to attend a grievance meeting during scheduled work time shall first obtain approval for release from work from his/her most immediate supervisor who is not a member of the bargaining unit for a reasonable period of time as determined by the Employer. If the Employer denies approval, the meeting shall be rescheduled for later in the day or the following day when all parties are available. The Guild shall be responsible for compensating its representative(s) for time spent in the grievance meeting under such circumstances and/or the employee may, with the Employer's permission, flex his/her schedule for up to one (1) hour to complete his/her paid workweek.

Section 9.4. Arbitration. (a) If the grievance is not settled as provided for above or if the Employer fails to respond within the fourteen (14) calendar day time period provided for in Section 9.2(c), the Guild may submit the matter to arbitration, provided that the grievance presents an arbitrable matter as herein defined. To be timely, a demand for arbitration must be served within twenty-one (21) calendar days after the Employer's written response to the grievance or the expiration of the fourteen (14) calendar-day time period for such response, whichever is earlier. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Employer and the Guild may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

(b) Matters subject to arbitration as provided herein shall be referred to an arbitrator selected in accordance with the following: by a written request to the Federal Mediation and Conciliation Service (FMCS) for an arbitrator from the National Academy of Arbitrators, who shall be selected in accordance with the rules of the FMCS, whose rules shall not otherwise apply. Except to the extent required by law, neither Party shall be obliged to arbitrate after the Agreement is terminated.

(c) Only grievances that involve an alleged violation by the Employer of a specific provision of this Agreement and that are processed in the manner and within the time limits herein provided shall be subject to arbitration. In the event that a 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) Grievances may not be consolidated for arbitration unless the Parties agree to do so in writing.

(e) Expedited Arbitration. In the event of a disciplinary discharge of a non-probationary employee, the following procedure shall apply:

(i) Representatives of the Parties shall discuss the termination within seventy-two (72) hours. If those discussions do not resolve the matter, the Guild may refer the matter to expedited arbitration;

(ii) The Parties will poll the arbitrators named in Appendix B to determine who is first available to hear the case, but not later than sixty (60) days following the Guild's referral of the matter to expedited arbitration, and the matter shall then be scheduled for arbitration;

(iii) No less than twenty-four (24) hour before the hearing, the Guild shall provide the Employer with the name(s) of any employee(s) the Guild desires to have participate in and/or attend the expedited arbitration proceeding;

(iv) Following the close of hearing by the Arbitrator, the Parties may submit briefs no later than eight (8) days thereafter;

(v) The Arbitrator shall issue his/her decision to sustain in whole or in part or deny the grievance within seventy-two (72) hours of the close of the period for the submission of briefs; and

(vi) No later than thirty (30) days thereafter the Arbitrator shall issue a written opinion explaining the reasons for his/her decision.

Section 9.5. Authority of Arbitrator. (a) The arbitrator shall limit her/his decision to the settlement of the written grievance before her/him 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 fourteen (14) calendar days before the written grievance was received by the Employer nor exceed a total of one hundred and twenty (120) days of pay or other retroactive relief. Additionally, no award of back wages shall exceed the amount of wages the employee would otherwise have earned at The News Journal for the relevant time period, less any unemployment, workers' compensation, and/or disability benefits s/he received during the same time period, and less any other income that would not have been available or earned had the employee retained his/her employment with the Employer.

Section 9.6. Fees, Expenses, and Other Costs. The costs of such arbitration shall be borne equally by the Parties hereto, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If any party refuses to pay its share of the cost of a stenographic record of the hearing, the party waives it right to receive or view any copy of the transcript or the original transcript.

Section 9.7. Notice of Attendance at Proceeding. Employees the Guild desires to have participate and/or attend an arbitration proceeding must provide the Employer with seven (7) calendar days advance written notice.

Section 9.8. 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 X

EMPLOYEE DISCIPLINE

Section 10.1. Just Cause. No employee who has completed his/her/their probationary period will be disciplined or discharged without just cause.

Section 10.2. Information concerning Employee Discipline.

(a) The Guild will be promptly notified in writing with the reasons for any disciplinary action.

(b) The Guild will receive letters or memos warning of possible disciplinary action within seven (7) calendar days of placement of such materials with an employee's personnel file.

(c) This Section shall not be construed as obligating the Employer to provide the Guild with any non-disciplinary Performance Improvement Plan ("PIP").

Section 10.3. "Weingarten Rights." In accordance with applicable law, employees have the right to have, upon request, a union representative present with them during any investigative interview that may lead to the discipline of that employee.

Section 10.4. Discipline and Discharge.

(a) It is recognized that the degree of the penalty in discipline cases should be in keeping with the seriousness of the offense. The Guild and the Employer agree to adopt a program of progressive or corrective discipline as provided for herein.

(b) Subject to (c) below, the following procedure shall be established and followed in disciplining employees for just cause:

First offense: The employee shall receive an oral warning;

Second offense: The employee shall be given a written warning;

Third offense: The employee shall be suspended without pay based on the seriousness of the offense; and

Fourth offense: The employee shall be subject to disciplinary action up to and including discharge.

(c) Subject to (d) below, the Employer reserves the right to invoke any step of the progressive discipline procedure including summary discharge without prior warning. The Employer also reserves the right to invoke any step in the disciplinary procedure more than once.

(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 justified the penalty.

ARTICLE XI

REDUCTIONS IN THE FORCE & SEVERANCE PAY

Section 11.1. 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 Guild at least fourteen (14) calendar days in advance of its intention to reduce the force or provides fourteen (14) days' pay in lieu of notice. Such notice shall specify the job title and the number of employees in each job title. During the fourteen (14) day period the Employer will consider volunteers, but the acceptance of a volunteer is at the discretion of management and shall not be subject to the provisions of Article IX (Grievance Arbitration Procedure). Should there be more volunteers who apply than are needed to eliminate the necessity for a reduction in force in a given job title, the most senior employees who volunteer shall be those who are accepted, provided the Employer, in its sole discretion, may select additional volunteers beyond the number needed. Volunteers shall be eligible for severance pay in accordance with the terms of Section 11.3.

(b) Neither the decision to dismiss to reduce the force nor the validity of the facts supporting the dismissal to reduce the force shall be subject to the provisions of Article IX. Whether the Employer has made reductions in accordance with the terms of this Agreement is, however, subject to the provisions of Article IX.

(c) Subject to the next sentence, dismissals to reduce the force, if any, shall generally be made in inverse order of seniority within the job title/groupings affected, but the Employer shall also consider special skills, community knowledge, the ability to perform the remaining work, and other relevant factors. In making decisions with respect to dismissals to reduce the force, seniority shall be the tie-breaker. The seniority ranking within job titles as of date of ratification is set forth at Appendix B. The Employer may skip over up to one (1) employee to preserve the knowledge, skills and abilities needed to maintain efficient and quality focused operations. The Parties may also mutually agree to another process that provides the Employer with personnel needed.

(d) For purposes of this Section 11.1, the job titles and groupings are as follows: (i) Sports; (ii) Breaking News; (iii) Life/Lifestyle; (iv) General News (v) Visuals; (vi) (Editorial Assistant(s); and (vii) Audience Engagement Specialist(s).

(e) Employees dismissed to reduce the force shall be eligible for severance as provided for in Section 11.3.

Section 11.2. Termination Incentives. (a) The Employer may enter into individual discussions with employees and may offer monetary payments or other incentives, at its discretion, in exchange for an employee's voluntary termination of employment. The Employer shall notify the

Guild of the terms of any such offers made to the employee(s) contemporaneous with when the offer is made. 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 Section 11.3 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 contemporaneous with when 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 as provided for in Section 11.3.

(b) Subsection 11.2 (a) shall not apply to discussions relating to the settlement of a grievance or with respect to disciplinary action.

Section 11.3. Severance Pay. (a) A regular full-time employee terminated pursuant to Section 11.1 (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.

(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) In the event of an employee's death while receiving severance payments or termination incentives, the balance owed shall be paid to the employee's estate.

ARTICLE XII

WAGES & SALARIES

Section 12.1. Minimum Rates of Pay. (a) Effective the first day of the second full payroll period following acceptance of this Agreement, the minimum hourly rates for full-time news reporters shall be as set forth in this subsection (a): a minimum of not less than $24.0384 hour upon hire/start ("starting rate"), a minimum of not less than $26.4423 per hour after five (5) years' of employment at *The News Journal*, and a minimum of not less than $31.25 per hour after ten (10) years' of employment at *The News Journal*.

(b) The establishment of minimum rates in this Agreement does not provide for an increase to any employee paid at or above these minimum rates. Any such increases are provided for in Section 12.3 below.

Section 12.2. Other Minimum Rates. (a) A part-time news reporter as defined in Article XXIII shall be paid not less than minimum hourly starting rate as provided for in Section 12.1. With respect to minimum rates, a part-time news reporter shall only be guaranteed the minimum starting rate for the classification.

(b) Neither this Article XII nor Article XIII shall be construed as modifying the wage provisions of Article XXIII.

Section 12.3. Increases Beyond Minimums. (a) Effective the first day of the second full payroll period following acceptance of this Agreement, full-time news reporters shall be advanced to the corresponding minimums set forth in Section 12.1(a), as provided in (c) below, or receive a general wage increase of *$1.00* per hour, whichever is greater.

(b) Effective the first day of the first full payroll period not less than twelve (12) months following the payment of increases as provided for in (a) above), such full-time news reporters shall be advanced to the corresponding minimums set forth in Section 12.1(b), as provided in (c) below, or receive a general wage increase of *$0.80* per hour, whichever is greater.

(c) Subject to Section 12.1, increases to corresponding minimums will otherwise occur the first payroll period following an employee's eligibility for a minimum rate increase. If an employee is eligible to receive a minimum rate increase before a general wage increase is due, the amount of the general wage increase will be reduced (and may be eliminated) by the amount of the earlier minimum rate increase. If an employee is eligible to receive a minimum rate increase after a general wage increase is paid, the amount of the minimum rate increase will be reduced (and may be eliminated) by the amount of the earlier general wage increase.

ARTICLE XIII

GENERAL WAGE PROVISIONS

Section 13.1. Pay Classifications. (a) The Employer shall determine the classification of employees covered by this Agreement at the time of hire, transfer, or promotion.

(b) If the Employer intends to create a new classification within the bargaining unit (position), the Employer shall notify the Guild and provide a job description and the job title of the new position at least two (2) weeks in advance of the date the position is to be filled.

Section 13.2. Payment of Wages, Paydays, and Pay Periods. (a) Wages shall be paid weekly or bi-weekly.

(b) The Employer at its sole discretion may change paydays and pay periods, provided that bargaining unit employees shall have the same paydays and pay periods as Employer's non-union employees. The Employer will give at least two (2) weeks' notice.

(c) The Employer shall pay wages and salary via direct deposit provided, in accordance with applicable law, it shall offer employees the option of being paid by check.

(d) Nothing in this Agreement shall be construed to require the Employer to pay wages to an employee for any time spent on Guild business.

Section 13.3. Discretionary Pay Increases. (a) Nothing herein shall be construed to alter or modify the right of employees to bargain for individual pay increases in their own behalf, or the Employer's right, at its sole discretion, to grant pay increases.

(b) In its sole discretion, the Employer may at any time, including after the Agreement has expired and/or during negotiations, provide raises or bonuses in excess of those required by this Agreement. This Section 13.1 applies to all types of compensation for the performance of services by an employee for the Employer.

(c) This Section 13.3 applies to all types of compensation for the performance of services by an employee for the Employer. 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.

(d) Pay increases cannot be taken away during the term of the Agreement.

(e) The Employer may also grant pay increases to employees for special projects or the assignment of additional duties. Such pay may be ended when the assignment or additional duties end.

(f) Except for subsection 13.3 (d), Section 13.3 is not subject to the grievance or arbitration provisions of this Agreement.

Section 13.4. Effect of Putting Agreement into Effect. There shall be no reductions in hourly rates or salaries paid current employees solely as a result of putting this Agreement into effect so long as the employee remains in the same job classification.

Section 13.5. Salaried Employees. (a) In accordance with applicable federal and state law, the Employer, at its discretion, may treat any employee paid more than the minimum salary level for exempt employees under the FLSA and state law 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.

ARTICLE XIV

TRANSFERS, PROMOTIONS & POSTING OF VACANCIES

Section 14.1. 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.

Section 14.2. Right to Refuse a Promotion. No employee shall in any way be penalized for refusing to accept a promotion.

Section 14.3. Posting of Vacancies. The Employer shall post open positions within the bargaining unit generally describing the job and its qualifications. A copy of the posting shall be provided to a Guild representative who is a member of the bargaining unit and may be provided electronically. It is the intention of the Parties' that employees and the Guild be specifically notified of openings within the Wilmington unit (and a posting on the Guild bulletin board will be considered as meeting this obligation). If an employee who applied for a transfer or promotion is not selected, upon the employee's request, a representative of management will meet with the employee to discuss why the employee was not selected.

ARTICLE XV

HOURS, PREMIUM PAY & OVERTIME

Section 15.1. Normal Workday. The normal workday for full-time employees consists of eight (8) hours generally falling within nine (9) consecutive hours, it being recognized that employees may need to have their hours shifted to cover things such as evening meetings. The normal workday for part-time employees shall be as assigned by the Employer.

Section 15.2. Normal Workweek. The normal workweek for full-time employees consists of up to five (5) shifts and is forty (40) hours. The normal workweek for part-time employees less than thirty (30) hours. Part-time employees shall be scheduled to work no more than five (5) days per workweek, unless mutually agreed between the Employer and the employee.

Section 15.3. (a) Overtime. Overtime shall be paid in accordance with the Fair Labor Standards Act ("FLSA") and compensated for at the rate of time and one-half (1-1/2). Consistent with the FLSA, this means that:

(i) Overtime shall be paid for all time actually worked in excess of forty (40) hours per week;

(ii) The Employer may require an employee to work a shortened workday during a given workweek to offset a longer workday to reduce or eliminate the need for overtime payment;

(iii) The Employer may also require and employee to work a shorter workweek in the second week of a pay period to offset overtime worked in the first week of a pay period; and

(iv) Employees must notify their supervisors as far in advance as possible of potential overtime.

(b) 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.

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

Section 15.4. Work Schedules. Work schedules for full-time employees shall be set at least two (2) weeks in advance of the workweek to which they apply and shall set forth the normal starting times and the days normally worked during the week. Consistent with business and operational needs, where possible an employee's regular scheduled starting time shall not vary from one regular shift to the next within a scheduled workweek. The Employer shall strive to make days off consecutive. This section does not limit the Employer's ability to make schedule changes with less notice in the event of illness or other unexpected employee absences, because of breaking news, or for other legitimate business reasons.

Section 15.5. Travel Time. Travel time shall be paid in accordance with applicable law.

Section 15.6. Alternate Schedules. (a) Nothing in this Article shall prevent the Employer and an individual employee from mutually agreeing on a different combination of days and hours, as well as non-consecutive days off, as well as mutually agreeing how holidays and paid time off shall be handled and compensated when the employee is working an alternate schedule. The Guild shall be provided with a copy of what has been mutually agreed to;

(b) Either the Employer or the individual employee may cancel the mutually agreed to alternate schedule on not less than four (4) weeks' notice, provided the Employer and the individual employee can mutually agree to end the arrangement on less notice.

ARTICLE XVI

HOLIDAYS

Section 16.1. Holidays. (a) Regular full-time employees shall have the following holidays with full pay:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas

(b) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday.

(c) Holiday Worked.

(i) Eligible non-exempt employees who work on an Employer-observed holiday will be paid a premium of time-and-one-half for all hours worked on the holiday. Additionally, a full-time employee will also receive either a day's pay at straight-time or may, with the approval of his/her/their supervisor, schedule an additional day of within the same pay period, or at such other time as is mutually agreed to. A part-time employee who works on a holiday shall be paid a premium of time and one-half for all hours worked on the holiday.

(ii) Part-time employees will be paid a premium of time-and one half for all hours worked on the holiday (between 12:00 AM until 12:00 PM the day of the holiday) only and no other benefit under this Article.

(d) Holiday Not Worked. If an employee does not work a holiday, she/he/they shall receive a day's pay at the regular-straight time hourly rate.

(e) Holiday Eligibility Requirements. To receive any holiday pay: (i) an employee who is scheduled to work on a holiday must in fact work the holiday (ii) an employee who is not scheduled to work on a holiday must actually work the last scheduled day before and the first scheduled day after, and (iii) at least one (I) shift within fourteen (14) calendar days of the holiday.

(f) Holiday Staffing. When staffing for a holiday, the Employer shall first solicit volunteers and, consistent with operational needs, shall accept qualified volunteers before involuntarily scheduling an employee to work a holiday. Subject to the legitimate needs of the Employer, it is the intent of the Parties that such involuntary scheduling shall be spread evenly among all staff members over the course of time. Nothing contained herein shall be construed as limiting the Employer from assigning work for legitimate business reasons to employees who are not scheduled to work the holiday. This Section 16.1 (f) is subject to the grievance but not the arbitration provisions of this Agreement.

(g) Holiday Substitution. By Agreement with the Employer, an employee may select up to two (2) religious holidays to substitute for any two (2) of the holidays listed in Section 16.1(a). Such

selection shall be arranged with supervisor/manager not less than three (3) weeks before the religious holiday(s) chosen.

Section 16.2. Floating Holidays. (a) Regular full-time employees shall be eligible for three (3) floating holidays per calendar-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. Requests to schedule and use floating holidays shall not be unreasonably denied.

ARTICLE XVII

PAID TIME OFF

Section 17.1. Paid Time Off. (a) Employees working forty (40) hours per week shall be eligible for PTO in accordance with the following schedule:

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

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

(b) Subject to Section 17.2 (c), 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.

(c) Employees averaging more than thirty (30) hours but less than forty (40) hours per week shall accrue PTO on a pro-rata basis.

(d) 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 XVI.

Section 17.2. (a) Use and Accrual. Except as otherwise required by law, PTO must be taken during the year accrued. PTO may be used only in half-day increments or more by employees who are exempt for purposes of the Fair Labor Standards Act. Non-exempt 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. 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 above five (5) days in the fourth quarter to avoid a forfeiture. The failure of the Employer to exercise this right shall not prevent a forfeiture of PTO or give rise to a claim that the employee is entitled to PTO pay in lieu of time off. To the extent applicable law requires carryover of vacation/PTO and/or prohibits forfeiture of accrued vacation/PTO, such legal requirements will prevail.

(c) Advancement. Consistent with the other provisions of this Agreement, up to forty (40)) hours of PTO may be advanced by the Employer for purposes such as allowing PTO to be used during the first quarter or to avoid a forfeiture of PTO at year's end. Consistent with applicable law, as a condition of advancing PTO the Employer may require submission by the employee of a properly executed form that permits the lawful recapturing of advanced but unaccrued PTO time/pay in the event of separation from employment.

Section 17.3. Scheduling. (a) PTO used in Blocks of Five (5) Days or More.' (i) PTO requests for five (5) or more full, consecutive workdays shall be scheduled in the following manner. Requests for the first nine (9) months of the calendar year that are received before January 31 shall be granted, consistent with operational needs, by seniority within a job title. After January 31, any requests submitted at least three (3) 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 and preference. 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. (An employee's request for five (5) consecutive days off, one (1) of which is a holiday, shall be scheduled in accordance with this Section 17.3 (a). In such circumstances the employee shall receive holiday pay as provided for in Section 16.1 (d) and the employee's PTO bank will not be reduced for the payment received for the holiday.)

(i) With respect to PTO to be taken during the period from October 1 to December 31, employees shall submit their requests for time off by September 10, unless waived by the Employer, so the Employer can plan for adequate coverage. Requests received by September 10 shall be granted by seniority within a job title. Requests made after September 10 shall be granted on a first-come, first-served basis, as operational needs allow.

(ii) The Parties further recognize that, from time to time, employees may request the use of PTO during any period in a calendar year for an exceptional event such as a wedding or a vacation that requires substantial advance planning. Employees should bring such requests to the Employer's attention as soon as possible, particularly with respect to PTO to be taken in the fourth quarter, and the Employer will make every reasonable effort to accommodate the request. Once such a request is granted by the Employer, it shall not be subject to rescission.

(b) Request for less than Five (5) Days. Except as provided for in Section 17.4 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 three (3) 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. Consistent with operational needs, in the case of simultaneous requests, employees with greater seniority will be given preference.

Section 17.4. 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 his/her supervisor before the scheduled start of his/her workday. Notification may be made by text, email, and/or phone (no voicemails). The notification shall include the identification of assignments that need to be covered. 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 17.5. Payout upon Separation. (a) All accrued, unused PTO will be paid out upon separation from employment if the employee has completed his/her probationary period, unless otherwise required by law. In the event of an employee's death, such accrued, unused PTO will be paid to the employee's estate.

(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 17.6. 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, and the employee also reserves the right to use such paid time off in lieu of unpaid time off, for example in conjunction with FMLA.

Section 17.7. Days of Cultural, Religious, or Personal Significance. PTO may be requested for days of cultural, religious, or other days of personal significance, and such reasonable requests will normally be given preference over others. Such time must be requested and will be scheduled in

accordance with Section 17.3 (b). The rights under this Section 17.7 are in addition to those provided for in Section 16.1(g) but the granting of requests pursuant to those made pursuant to Section 16.1(g) may be considered in determining the reasonableness of a request made pursuant to Section 17.7 (and *vice versa).*

Section 17.8. Volunteer Time. Bargaining unit employees shall be eligible for "volunteer time" on exactly the same basis and to the same extent as Wilmington News Journal employees not covered by a collective bargaining agreement without the need for further bargaining.

ARTICLE XVIII

BENEFIT PLANS

Section 18.1. Medical Plan(s). (a) In addition to those benefits specifically provided for elsewhere in this Agreement, employees shall be eligible to participate in the same medical plan(s) on exactly the same basis and to the same extent as employees of *The News Journal* not covered by a collective bargaining agreement.

(b) The benefits of the medical 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 News Journa*l 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 the medical plan(s), the Employer will bargain with the Guild over the effects of the elimination.

Section 18.2. Disability Plan(s). (a) In addition to those benefits specifically provided for elsewhere in this Agreement, employees shall be eligible to participate in the same disability plan(s) on exactly the same basis and to the same extent as employees of *The News Journal* not covered by a collective bargaining agreement.

(b) The benefits of the disability 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 News Journal* 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 the medical plan(s), the Employer will bargain with the Guild over the effects of the elimination.

Section 18.3. 401(k) Plan. (a) In addition to those benefits specifically provided for elsewhere in this Agreement, employees shall be eligible to participate in the 401(k) plan on exactly the same basis and to the same extent as employees of *The News Journal* not covered by a collective bargaining agreement.

(b) The benefits of the 401(k) plan may be supplemented, enhanced, reduced, r 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 News Journal* 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 18.4. 2028 Open Enrollment. Notwithstanding that this Agreement will expire in 2028, in order to ensure a smooth open enrollment in 2028 for the 2029 plan year, the Parties agree that Article XVIII will remain in effect through and including January 1, 2029. This provision does not waive the right of either Party to propose changes in matters covered by Article XVIII relative to the terms and conditions of employment for a successor Agreement.

ARTICLE XIX

EXPENSES & EQUIPMENT

Section 19.1. Expenses. The Employer shall pay all authorized expenses incurred by an employee in the services of the Employer.

Section 19.2. Mileage. When authorized by the Employer, mileage shall be reimbursed as provided for herein. The current mileage reimbursement rate is $0.655 per mile. If the mileage rate is increased for non-unit employees at *The News Journal*, it will be similarly increased for bargaining unit employees. If the mileage rate is decreased for such other employees, it will be similarly decreased for bargaining unit employees.

Section 19.3. Equipment. Equipment not otherwise mentioned in this Agreement that the Employer deems necessary will be furnished by the Employer, including, in accordance with applicable law, equipment needed to reasonably accommodate a disabled employee in the performance of their job. Except with respect to equipment for which employees receive a reimbursement (e.g., vehicles), employees shall not be expected to use their personal equipment to perform their assigned work.

Section 19.4. Use of Employer Equipment. Employer-provided equipment, including photographic and video equipment, computer equipment, and portable electronic devices are to be used only for Employer business. Employees are free to make reasonable personal use of Employer-provided mobile phones. Employees may make reasonable personal use of Employer-provided computer equipment and portable electronic devices to check and send personal emails,

which does not include mass emailings, conducting personal business activities, or ordering goods or making of payments unrelated to business expenses. All Employer-provided equipment must be returned.

Section 19.5. Mobile Phone Reimbursement. If the Employer does not provide a mobile phone and management determines the use of a mobile phone is required by an employee, an employee shall be reimbursed up to $50.00 per month for the use of their personal phones for business purposes. Employees shall be required to submit reasonably required documentation as the basis for their reimbursement.

Section 19.6. 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 Company warrants that it will not use this application to access location data or to download, view or otherwise access any information of a personal nature stored on employees' phones including, but not limited to, texts or photos.

ARTICLE XX

LEAVES OF ABSENCE

Section 20.1. Discretionary Unpaid Leaves. The Employer, at its discretion, may grant employee unpaid leaves of absence, which shall be on a non-precedential basis. The Employer will consider the employee's written request for a discretionary leave of absence. If it is not granted in writing within fourteen (14) calendar days, it shall be deemed as denied.

Section 20.2. Emergency Leaves. The Employer shall consider requests for leave or paid leave and may grant same for a period set by the Employer where personal or family emergencies exist, which shall be on non-precedential basis.

Section 20.3. Jury Leave. (a) Full-time employees and other employees regularly scheduled to work thirty (30) or more hours a week are eligible for paid jury duty leave; other employees are not.

(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 his/her/their shift on any day she/he/they is 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(s) of absence. Employees are not required to sign over to the Employer any court compensation checks they receive for paid jury duty.

(d) Schedules may be reasonably changed by the Employer in order to accommodate jury duty.

(e) Paid vacation and sick/personal leave will continue to accrue during jury duty leave. Observed Employer paid holidays will be paid while on jury duty.

Section 20.4. 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; (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 from the first date an employee uses FMLA leave to determine whether an employee is entitled to additional FMLA leave.

Section 20.5. Funeral/Bereavement Leave. Full-time employees and other employees regularly scheduled to work thirty (30) or more hours a week are eligible to use up to five (5) days bereavement leave (with an additional two (2) 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, stepsiblings, and stepsiblings-in-law, mother/father-in-law, grandparents and grandparents-in-law, and grandchildren. Additionally, up to three (3) days of bereavement leave may be granted, with Employer approval, for the passing of others.

Section 20.6. Parental Leave. (a) Full-time employees and other employees regularly scheduled to work thirty (30) or more hours a week are eligible to participate in the Paid Parental Leave (PPL) currently effect on for full-time and part-time employees outside of the bargaining unit. Effective January 01, 2024, this policy generally provides for up to ten (10) weeks of PPL 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.

(b) Eligible employees taking PPL will be paid at their base pay rate. Employees without a base pay rate shall be paid by averaging the most recent twelve (12) weeks' pays. Employees will receive their PPL benefit through regularly scheduled bi-weekly pay dates. Under no circumstances will an employee receive more than 100% of pay.

(c) PPL may be taken in one-week increments or for ten (10) consecutive weeks within twelve (12) months of the date of the birth, adoption, surrogacy, or foster care placement. Multiple births, adoptions, surrogacies, or foster care placements (e.g., the birth of twins or the adoption of siblings) do not increase the 10-week total amount of PPL granted for that event. Employees cannot receive more than ten (10) weeks of PPL granted in a rolling 12-month period regardless of whether more than one (1) birth, adoption, surrogacy, or foster care placement event occurs within the same 12-month time frame.

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

(e) Unused PPL will be forfeited if not taken within the first twelve (12) months following the birth, adoption, surrogacy, or foster care placement and will not be paid out upon termination of employment.

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

(g) In the event the Employer changes its policy with respect to parental leave, the Employer will offer the same change(s) to the bargaining unit on the same basis as the change(s) were implemented for non-unit employees.

Section 20.7. Military Leave. (a) An employee who has left or leaves the employment of the Publisher to enter any kind of military service of the U.S. government or of any state, territory or federal district of the United States or service with any organization which is in lieu of such service, shall be considered an employee on leave of absence, such absence not to exceed five (5) years, and on release from such service, unless dishonorably discharged therefrom, shall resume the same position or a comparable one with a salary no less than what the employee would have received if employment with the Employer had been continuous.

(b) Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer.

(c) An employee leaving for such service shall, upon request, receive their accrued vacation pay.

(d) If an employee, upon return from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment with reasonable accommodation, the Employer shall make all efforts to place the employee in other acceptable employment with the Employer. If such other employment is not found, the employee shall receive severance pay.

(e) Application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation center to place of employment.

(f) An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to the promoted employee's previous position and at a salary no less that what the employee would have received if service in the former classification had been continuous. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which the employee was promoted. In the event of a subsequent re-promotion to the same classification the employee shall receive full experience credit in such new classification.

(g) An employee hired or promoted as replacement for an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which position is being replaced, and a copy of such notice shall be sent to the Guild.

(h) A leave of absence without pay shall be granted to an employee for training service or call to duty for emergency service in connection with conditions caused by natural phenomena or human acts, including by way of example but not limited to storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marines, Air Force or Coast Guard Reserve. All of the above provisions, excepting Sections 3 and 5, shall apply to all such service herein. Resumption of work after such service shall be made within a reasonable time, including consideration for necessary travel time.

Section 20.8. Union Business Leave. If the Employer determines it is operationally feasible, and without incurring overtime costs, employees will be permitted to use paid or unpaid time off to attend the conventions of the NewsGuild-CWA or any labor organization which with it is affiliated. The Guild will provide as much notice as is reasonably possible, but notice shall be generally no later than when delegates are selected. Up to five (5) business days (for each employee) may be allowed annually for no more than one (1) employee. 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 and is not subject to the grievance procedure.

Section 20.9. 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 21.1, the Employer will continue to provide health benefits during an approved leave of absence provided the employee remains current in the contribution. With respect to leaves pursuant to Section 21.1, coverage shall be as agreed to by the Employer and the employee requesting the discretionary leave.

Section 20.10. Conformance with Law. All leaves provided for herein shall be granted and administered in conformance with applicable law. To the extent permitted by law, this Article shall be construed as a waiver of other leave-related benefits or privileges to the extent permitted under applicable federal, state, or local law.

ARTICLE XXI

EMPLOYEE SAFETY

Section 21.1. Sanitary Regulations. The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated, cooled and lighted place for the performance of all work.

Section 21.2. Hazardous Conditions. An employee may choose not to perform an assigned task if the employee has a reasonable apprehension of death or serious injury 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 21.3. Compliance with Law. (a) The Employer will comply with all applicable laws, standards, and regulations as they apply to providing a safe workplace for employees.

(b) In accordance with applicable law, employees shall not be penalized or discriminated against for reporting workplace safety or health issues.

ARTICLE XXII

GENERAL CONDITIONS

Section 22.1. Changes in Paydays and Pay Periods. The Employer at its sole discretion may change paydays and pay periods, provided that bargaining unit employees shall have the same paydays and pay periods as Employer's non-union employees. The Employer will give at least two (2) weeks' notice.

Section 22.2. 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.

Section 22.3. Outside Activity. Employees shall be free to engage activities outside of work hours that do not violate any provisions of this Agreement or the Employer's policies, including but not limited to its ethics policy. However, if the activity involves performing services that in any way resembles work bargaining unit employees are engaged in, employees must first secure written permission of the Editor to ensure a conflict of interest does not exist, such as working for a competitor. Such activities might include but are not limited to services for print or digital publications, radio, TV, social media, public relations, or advocacy groups. The decision of the Editor is final and is not subject to the grievance procedure.

Section 22.4. Standing Committee. There shall be a standing committee consisting of an equal number of Employer and Guild representatives, *unless otherwise mutually agreed to by the Parties*, to discuss matters of mutual interest and concern, such as *artificial intelligence,* workplace health and safety, diversity, disputes, and grievances, provided this shall not modify Article IX.

Section 22.5. Bulletin Boards. The Employer agrees to provide a bulletin board suitably place in the newsroom for use by the Guild.

Section 22.6. Work Environment. The Employer and the Guild are committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive and are committed to the following:

(a) No Discrimination. In accordance with applicable law, there shall be no discrimination against any employee by the Employer or the Guild with respect to any term or condition of employment, including but not limited to the continuation of employment, because of his/her/their membership or non-membership in the Guild or because of age, sex, race, color, religion, creed, national origin, sexual preference, gender, gender identity, marital or parental status, irrelevant physical and mental disabilities, veteran status, family membership or other legally protected status or classification.

(b) No Harassment. (i) In accordance with applicable law, there shall be no harassment in the workplace or harassing behavior directed toward employees, contractors, job applicants, and visitors to the Employer's offices sites or facilities. This means that 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, 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.

(ii) An employee experiencing or observing harassment should promptly report it to the Employer (for example, by reporting it to the Editor and/or Human Resources). Alternatively, an employee my contact the Ethics Violation Hotline at 866-553-4734.

(iii) The Parties acknowledge that the Employer's parent (Gannett) has an extensive anti-harassment policy that is applicable to all persons employed by the Employer. If that policy materially changes other than in a manner required by law, the Employer will notify the Guild and upon request meet to discuss the change(s).

(c) 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.

(d) No Pursuit in Multiple-Forums. The Parties agree that the remedy under this Article shall not be pursued concurrently through the grievance and arbitration provisions and complaints in administrative agencies or lawsuits in court, state or deferral. If an employee or employees file a discrimination complaint under state or federal law, the Guild shall not file a grievance concerning the discrimination complaint and shall withdraw any grievance pending concerning the matter.

Section 22.7. In-Office, In-Market and Remote Work. (a) With the Employer's agreement, employee's 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. Except with the Employer's agreement, employees must work from the office or physically in the market for portions of at least three (3) business days per week. The Employer shall have the right to increase or decrease the number of required days of its employees at its sole discretion and any requirement for in-office/in-market work shall not be subject to the grievance or arbitration provisions of this Agreement.

(b) "In market" primarily means in the area of a journalist's beat or assignments. Geographically it includes New Castle, Kent and Sussex counties, but primarily New Castle.

ARTICLE XXIII

PART-TIME & TEMPORARY EMPLOYEES, INTERNS AND FELLOWS

Section 23.1. Part-Time and Temporary Employees.

(a) Employees may be employed by the Employer on a part-time or temporary basis in any classification covered by this Agreement.

(b) Part-Time Employees.

(i) A part-time employee is one who is regularly scheduled to work fewer than thirty (30) hours in a work week. Hours worked by a part-time employee in a work week may increase to thirty (30) or more hours or decrease based upon business needs without

changing the employee's part-time status. The Employer will comply with all applicable law.

(ii) Part-time employees:

- Will be paid not less than the minimum starting rate for their classification as set forth in Article XII;
- Are eligible to participate in the 401(k) plan in accordance with the terms of that plans;
- Will be eligible for paid sick leave in accordance with Gannett's Paid Sick Leave Policy for Part-Time and Temporary Employees;
- Will be paid premium pay at the rate of time and one-half (1-1/2) for all hours actually worked on any of the eight (8) named holidays as provided at Section 16.1(c)(iii);
- Will be eligible for severance pay as provided for in Article XI; and
- Part-time employees shall be entitled to no other benefits or premium pay except to the extent required by law.

(c) Temporary Employees.

(i) A temporary employee is one employed on a special project for a period of no more than 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.

(ii) A temporary employee hired directly by the Employer will be paid not less than the minimum starting rate for their classification as set forth in Article XII.

(iii) Benefits for temporary employees hired directly by the Employer shall be in accordance with benefit plan documents, Gannett's Paid Sick Leave Policy for Part-Time and Temporary Employees, and as required by applicable law. Additionally, a temporary employee will be paid premium pay at the rate of time and one-half (1-1/2) for all hours actually worked on any of the eight (8) named holidays as provided for in Section 16.1.

(iv) Temporary employees shall be entitled to no other benefits or premium pay except to the extent required by law.

Section 23.2. Student Interns. Student interns are defined as students currently enrolled in or recent graduates of a college program. Interns may be engaged and work for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Student interns shall be paid at the minimum wage rate and will be paid premium pay at the rate of time

and one-half (1-1/2) for all hours actually worked on any of the eight (8) named holidays as provided for in Section 16.1; they are entitled to no other benefits under this Agreement.

Section 23.3. Journalism Fellows. (a) Journalism fellows (e.g., Report for America) are journalists or aspiring journalists whose compensation is paid in whole or in part by a third-party organization (grant funded). A journalism fellow shall only be guaranteed the minimum starting rate for their classification.

(b) A fellow engaged on a full-time basis whose funding grant is for at least twelve (12) months shall be considered full-time employees for the 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 (1-1/2) for all hours worked on an Employer-observed holiday and will be eligible for paid sick leave in accordance with Gannett's Paid Sick Leave Policy for Part-Time and Temporary Employees.

(c) Fellows may be terminated at the end of their grant and will not be paid severance. They are not covered by Section 11.11 (Dismissals to Reduce the Force).

Section 23.4. Expense Reimbursement. Employees covered by this Article XXIII shall be reimbursed for approved business expenses on the same basis as others in the newsroom.

ARTICLE XXIV

SEVERABILITY

Section 24.1. Severability. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause(s) shall be finally determined to be in violation of the law, then such clause(s) only, to the extent only that any may be so in violation, shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of the clause, sentence, or paragraph in which the offending language may appear.

ARTICLE XXV

ENTIRE AGREEMENT

Section 25.1. Entire Agreement. (a) This Agreement represents the complete and entire agreement between the parties and there are no practices, understandings, or agreements, written or oral relating to wages, hours, or other terms and conditions of employment except those set forth herein or expressly incorporated by reference.

(b) This Agreement supersedes any prior agreements whether implied, express, written or oral between this Employer and the Guild. The Guild further acknowledges that there are no past practices of either party that would arise to the level of supplementing, amending or in any way superseding the express provisions of this Agreement or in any way modifying or infringing on the rights of management as provided for herein.

Section 25.2. No Limitation by Custom or Practice. The rights of the Employer as provided for in this Agreement cannot be limited or modified by custom or practice but only by written and dated agreement of the parties, provided that no such purported amendment will be binding on the Employer unless: (a) it is signed by the Editor, (b) expressly states in writing that "it is the intention of the Parties to modify the Parties' written Collective Bargaining Agreement," and (c) is witnessed by the signature of a second manager or supervisor.

ARTICLE XXVI

DURATION & RENEWAL

Section 26.1. Duration. (a) This Agreement shall commence *effective the first day of the first full payroll period following the date on which the Agreement is formally accepted by the Guild and shall expire the first day of the first full payroll period twenty-four (24) months after this Agreement becomes effective.*

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands this 23 day of September, 2026.

EMPLOYER	GUILD
By: Michael Feeley	By:
Michael Feeley	William Ross

APPENDIX A

EXPEDITED ARBITRATION

Set forth below are the names of six (6) arbitrators the Parties have agreed are acceptable to hear and decide an expedited arbitration pursuant to Section 9.4 (c). Once an arbitrator has been used, s/he will not be used again unless none of the remaining arbitrators is available within the time period as provided for in Section 9.4 (c)(ii) and s/he is available during that time period.

Margie Brogan
Ira Jaffe
Joshua Moses Javitts
Joan Parker
Joseph Sharnoff
Alan Symonette

APPENDIX B

SENIORITY RANKINGS WITHIN JOB TITLES

Visuals

William Bretzger	DOH: 1/13/1997
Damian Giletto	DOH: 8/16/2004
Benjamin Chambers	DOH: 8/29/2022
Joe Johnson	DOH: 11/3/2025

Sports

Kevin Tresolini	DOH: 1/15/1982
Brad Myers	DOH: 6/1/1988
Martin Frank	DOH: 1/26/1998
Brandon Holveck	DOH: 6/11/2018

Breaking News

Esteban Parra	DOH: 8/25/1993
Isabel Hughes	DOH: 9/3/2019

General News

Xerxes Wilson	DOH: 12/8/2014
Krys'tal Griffin	DOH: 9/27/2021
Kelly Powers	DOH: 11/07/2022
Olivia Montes	DOH: 7/1/2024
Shane Brennan	DOH: 8/5/2024
Sophia Voight	DOH: 2/28/2022[1]

Lifestyle

Patricia Talorico	DOH: 11/5/1989
Ryan Cormier	DOH: 7/1/1998

Audience Specialist

Anthony DiMattia	DOH: 4/24/2023

[1] S. Voight previously worked for another Gannett/USAToday newspaper; she started in Wilmington on 11/10/2025.

APPENDIX C

LETTER OF UNDERSTANDING

This Letter of Understanding reflects the Parties' agreements with respect to converting all employees to a normal workweek of forty (40) hours as provided for in Section 15.2.

1. The Employer will convert all current full-time employees not presently working a 40-hour week to a 40-hour normal workweek within thirty (30) days following acceptance of the Agreement.

2. Upon at least two (2) weeks' written notice to the Guild, the Employer may convert all full-time employees not presently working a 40-hour work week to a 40-hour normal workweek.

3. Consistent with #1 above, the conversion shall be effective the first day of a payroll period.

4. The conversion shall not result in the reduction of any employee's current straight-time hourly rate.

5. The effects of the conversion shall be prospective and not retroactive.

a. By way of example, a hypothetical employee who, prior to the conversion, was working a normal workweek of thirty-five (35) hours and a normal workday of seven (7) hours and who is eligible for a maximum of twenty-eight (28) PTO days would be treated as follows:

    - If the employee took ten (10) days of PTO off prior to the conversion and was compensated for seven (7) hours for each of those days, after the conversion the employee would be eligible for eighteen (18) 8-hour PTO days. There would be no additional hours of PTO added to their post-conversion PTO balance.

    - If an employee scheduled all of their PTO before the conversion but actually took that time off after the conversion, each full day of PTO taken after the conversion would be compensated based upon an eight (8) hour day, not a seven (7) hour day.

b. The foregoing examples with respect to prospective and not retroactive application of the conversion applies to all provisions of the Agreement, *e.g.*, holidays and floating holidays, leaves of absence, *etc*.

6. A conversion consistent with this Letter of Understanding will be considered as fulfilling all of the Employer's obligations under Article XV (Hours Premium Pay, & Overtime).

By: _____ By: _____

On behalf of the Employer On behalf of the Guild

Dated: _____/_____/2024 Dated: _____/_____/2024

APPENDIX D

LETTER OF UNDERSTANDING

This is to confirm the Parties' agreement that the position of Audience Engagement Specialist is included in the bargaining unit as set forth at Section 1.2(a) (Bargaining Unit | Inclusions) of the Agreement. The duties and responsibilities of this position include, but are not limited to, digital optimization. The inclusion of this position in the bargaining units hall not be construed as modifying Article II (Jurisdiction & Work Assignments, including, but not limited to, Section 2.1(c)(ii).

By: _____ By: _____

Dated: ____/____/2023 Dated: 05/03/2023

APPENDIX E

AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

Declaration: I designate The NewsGuild-CWA Local 38010 as my collective bargaining representative, and to represent me before any Board, Court, Committee, or other tribunal in any matter involving collective bargaining. I authorize The NewsGuild-CWA and its Local to represent me in adjusting any grievances I may have in connection with my employment. I pledge to abide by the Constitution of the Communications Workers of America and The NewsGuild-CWA and the By-laws of the Local Guild.

I hereby authorize the employer to deduct my Guild membership dues from any salary earned. Dues, assessments, contributions, or gifts to The NewsGuild-CWA Local 38010 are not deductible as charitable contributions. Dues paid to The NewsGuild-CWA Local 38010, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code. TNG-CWA Constitution requires that, when turned into the Guild this form be accompanied by an initiation fee.

NAME:

First: _____
Middle: _____
Last:_____

GENDER:

_____ Female _____Non-Binary

_____ Male _____Non-Conforming

Transgender _____Prefer Not to Respond

HOME ADDRESS:

Street Address: _____

City: _____
State:_____
Zip Code: _____

EMPLOYER:_____

DATE OF HIRE:_____

DEPARTMENT/JOB TITLE:_____

HOME PHONE: _____ CELL PHONE: _____

EMAIL (WORK):_____

EMAIL (PERSONAL): _____

PRIOR MEMBERSHIP IN GUILD OR CWA: YES ____ NO _____

IF YES, WHAT LOCAL AND YEAR: _____

APPENDIX F

Letter of Understanding

As an exception to Section 22.7 (In-Office/In-Market and Remote Work), for the term of this Anthony DiMattia will be permitted to work from his residence in Bucks County, PA. This exception may change by mutual agreement of the Company and Anthony DiMattia.

Additionally, because Martin Frank covers the Eagles, his time doing so will be considered in-market time.

Section 25.2. No Limitation by Custom or Practice. The rights of the Employer as provided for in this Agreement cannot be limited or modified by custom or practice but only by written and dated agreement of the parties, provided that no such purported amendment will be binding on the Employer unless: (a) it is signed by the Editor, (b) expressly states in writing that "it is the intention of the Parties to modify the Parties' written Collective Bargaining Agreement," and (c) is witnessed by the signature of a second manager or supervisor.

ARTICLE XXVI

DURATION & RENEWAL

Section 26.1. Duration. (a) This Agreement shall commence *effective the first day of the first full payroll period following the date on which the Agreement is formally accepted by the Guild and shall expire the first day of the first full payroll period twenty-four (24) months after this Agreement becomes effective.*

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands this 23 day of September, 2026.

EMPLOYER

By: Michael Feeley
Michael Feeley

GUILD

By: William Ross
William Ross