

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**GHM Indiana Holdings, Inc.  
d/b/a South Bend Tribune Corp.**

**and**

**Chicago News Guild-CWA, Local #34071,  
chartered by The News Guild-CWA (AFL-CIO, CLC)**

**(Newsroom Contract)**

THIS AGREEMENT is made (date), between GHM Indiana Holdings, Inc. d/b/a South Bend Tribune Corp. (“Employer”) and Chicago News Guild-CWA, Local #34071, chartered by The News Guild-CWA (AFL-CIO, CLC) (“Guild”) on behalf of employees in bargaining unit set forth below.

## ARTICLE I RECOGNITION AND JURISDICTION

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 all employees in the bargaining unit defined below.

2. **Bargaining Unit.**

- a. *Included.* All full-time and regular part-time newsroom employees employed by the Employer at its facility currently located at 635 S. Lafayette Boulevard, Suite 138, South Bend, Indiana, including Copy Editors, Executive and Editorial Assistants, Photographers, Reporters, Sports Reporters, and Sports Writers.
- b. *Excluded.* All office clerical employees, confidential employees, professional employees, managers, guards, and supervisors as defined by the National Labor Relations Act, temporary employees, interns, and all other employees not specifically listed in Section I.2.a above. The following job positions are specifically recognized as being excluded from the bargaining unit: Arts and Entertainment Editor, Sports Editor, Assistant Sports Editor, Breaking News Editor, Editorial Page Editor, Enterprise Editor, Executive Editor, Local News Editor, Managing Editor, State Editor, Director of Photography, and Visuals Editor.
- c. Should the Employer establish a new job position with duties or responsibilities similar to a position identified in Section I.2.a above, the Parties shall meet to discuss such job position’s inclusion into the bargaining unit.
- d. The Parties have resolved all issues of unit placement as of the effective date of this Agreement and agree that present employees not specifically listed as holding job positions in the above bargaining unit will continue to perform their present duties.

3. **Work Assignments and Jurisdiction.**

- a. The Employer shall have the right and discretion to make any and all work assignments, including the right to assign bargaining unit employees work that is not at that time being performed by bargaining unit employees. There shall be no restrictions regarding work assignments issued by management unless excluded by specific language in this Agreement.
- b. The assignment of work for other Gannett-owned publications or operations shall not constitute a conferral of jurisdiction with respect to such work.
- c. Except as otherwise provided in this Agreement, the work of the bargaining unit employees shall be work which, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, is (i) work normally or presently performed by employees within the bargaining unit as of January 1, 2022; (ii) work similar in skill, or performing similar functions, as work normally or presently performed by employees within the bargaining unit as of January 1, 2022; and (iii) new or additional work for the South Bend Tribune assigned to the bargaining unit by the Employer.
- d. Managers and supervisors may perform any work in the newsroom they have typically and historically performed or in the following circumstances: emergencies, unforeseen news events, training, customer inquiries elevated to management attention, an employee arrives late or leaves early, unexpected employee absences, or unexpected resignations.
- e. Non-bargaining-unit employees may continue to perform any work they have typically and historically performed.
- f. Stringers, freelancers, correspondents, independent contractors, interns, and journalism fellows may perform bargaining unit work subject only to the limitations of this Agreement.
- g. Copy editing, design work, pagination, digital optimization, planning, and interactive web publishing work may be performed by anyone, including but not limited to non-bargaining-unit employees at other Gannett-owned publications or operations. Additionally, the Sports Content Coordinator at the South Bend Tribune may perform work for other Gannett publications or operations. No current member of the bargaining unit shall be displaced, laid off, or suffer a reduction in hours as the sole and direct result of this provision.
- h. Coverage of professional or collegiate sports is on a non-exclusive basis, but such coverage will primarily remain the purview of the local

bargaining unit in which the team is located, except as otherwise permitted in this Agreement. The parties further acknowledge away games/events involving professional or collegiate sports teams local to the South Bend Tribune may also constitute local news content for Gannett publications and operations where such games/events take place, and nothing herein prevents such publications or operations from covering such games/events.

- i. The only limitations on the Employer's right to assign news coverage, content generation, and any other Editorial work are:
  - i. Local news content appearing in the South Bend Tribune shall not be produced by journalists employed by other Gannett-owned publications or operations on a recurring basis.
  - ii. Local news content may be produced by journalists employed by or persons engaged by other Gannett-owned publications or operations in the case of an emergency, unforeseen events, illness, or injury of bargaining unit employees.
  - iii. Breaking local news content may be produced by journalists employed by or persons engaged by other Gannett-owned publications or operations in instances where such journalists are best situated geographically to provide such coverage, for example, a non-unit journalist who happens to be in the vicinity of where a fire has broken out.
  - iv. For purposes of this section, local news is the coverage of events in a local context. Local newsgathering, local reporting and local photography within St. Joseph, Elkhart, LaPorte, and Marshall Counties, Indiana and Berrien and Cass Counties, Michigan for the South Bend Tribune is recognized as bargaining unit work. The parties further acknowledge that news within such geographical areas may also constitute local news content for other Gannett publications and operations and nothing herein prevents such publication or operations from covering such news.

4. Sharing Content.

- a. Except as otherwise specifically limited by this Agreement, the Employer may share and receive any and all content (print, digital or otherwise) with other Gannett properties and/or third parties without restrictions, including but not limited to the sharing of content produced by journalists employed by or persons engaged by other Gannett-owned publications or operations.

- b. There is no limitation with respect to generating or receiving content for special projects or of regional, statewide, national, or international interest. If special projects involve local news as defined in Section 3(i)(iv) above, South Bend Tribune bargaining unit employees must be involved and contribute to such special project.
- c. Except as otherwise specifically limited by this Agreement, there is no limitation on the use of wire or syndicated content, hub services, or other such content providers, including local television and radio stations.
- d. 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 3(i) above. AI may be supplementary to bargaining unit work and is not a replacement for it.

5. Nothing herein shall be construed to restrict the Employer's present practices or methods of operation.

6. Nothing in this Article grants to, assigns to, or in any way gives to the Guild or recognizes the Guild as having any jurisdiction over work or job functions performed by the employees of other Gannett publications and/or work performed for other employers, publication or products by bargaining unit employees.

## **ARTICLE II UNION SECURITY**

It is understood that Indiana law prevents the Parties from including a Union Security provision. In the event that Union Security provisions become legal for Indiana Employers, the Parties agree to meet and discuss the effect of the change in the law.

## **ARTICLE III DUES DEDUCTION**

1. Upon an employee's voluntary written assignment, the Employer shall deduct all Guild initiation fees, dues, and assessments from the earnings of such employee. The Employer will pay the amounts deducted to the Guild no later than the tenth (10<sup>th</sup>) day of the month following the month in which such deductions occurred. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time, on at least thirty (30) days' written notice. An employee's voluntary written assignment shall remain in effect on accordance with the terms of such assignment.

2. An employee's written assignment shall be made upon the following form:

**ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD  
MEMBERSHIP INITIATION FEES, DUES, AND ASSESSMENTS**

TO: The South Bend Tribune

I hereby assign to Chicago News Guild-CWA, Local #34071 ("Guild"), and authorize the Employer to deduct from any wages/salary earned or to be earned by me as its employee, an amount equal to all my Guild membership initiation fees, dues, and assessments, as certified by the Treasurer of the Guild, for each calendar month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild not later than the tenth (10th) day of the month following the month of such deductions.

The assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days or not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

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

\_\_\_\_\_  
Employee's Signature

Date \_\_\_\_\_

3. Notwithstanding any other provision of this Agreement, the Employer's obligation to deduct Guild membership initiation fees, dues, and assessments does not continue after expiration or termination of this Agreement, except as otherwise required by applicable law.

4. The Guild agrees to indemnify and save the Employer, its employees, and/or agents, 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 may arise out of or any action taken or not taken by the Employer for the purpose of complying with any provision of this Article III, provided the Employer has not intentionally acted or failed to act in bad faith, an issue that is subject to the grievance and arbitration provisions of this Agreement. The

Employer and/or the Guild shall bring any dues-related issue to the attention of the other Party as soon as it is discovered, and the Parties shall discuss how to resolve the issue.

#### **ARTICLE IV INFORMATION TO THE GUILD**

1. Information to be Furnished Semi-Annually. The Employer shall supply the Guild, on a semi-annual basis, if requested, the following information with respect to bargaining unit employees:

- a. Name;
- b. Address;
- c. Employee Number;
- d. Date of birth;
- e. Gender (as provided by the employee);
- f. Date of hire;
- g. Anniversary or Seniority date (if different from date of hire);
- h. Department;
- i. Classification and Job title (if different);
- j. Rate of pay; and
- k. Weekly hours.

2. Information to be Furnished Monthly. The Employer shall supply the Guild the following information with respect to bargaining unit employees within thirty (30) days of the effective date of such changes:

- a. All pay increases 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.

3. Information Concerning New Hires. Within seven (7) calendar days after the start date for a new employee, the Employer shall furnish the Guild, in writing, the information set forth at Section IV.1 above.

4. Social Security Numbers. In order to minimize the risk of compromising sensitive data, Social Security numbers shall be provided only upon specific request by the Guild and only in accordance with and as required by applicable law.

5. Other Information Requested by Guild. The Employer shall respond to all information requests from the Guild consistent with applicable law. If there are substantial costs or other impositions involved in providing information requested by the Guild, notwithstanding

any other provision of this Agreement, upon request by the Employer, the Parties shall bargain in good faith as to who will bear the costs. If an agreement is not reached as to who will bear the costs, the Parties shall have such rights as are provided by law.

## **ARTICLE V UNION ACCESS/BUSINESS**

1. Employees shall continue to have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for collective bargaining or other mutual aid and protection. There shall be no dismissal of or other discrimination against an employee because of membership or activity in the Guild.

2. There shall be no interference or attempt to interfere with the operations of the Guild.

3. Subject to operational needs, the Employer shall provide access to a conference room in its facility, at a mutually agreeable time, for use by the Guild for the conduct of Guild bargaining unit business.

4. Guild Bulletin Boards. The Employer shall make available a reasonable amount of space on a bulletin board located in a non-public area of the Employer's premises for use by the Guild to inform employees of Guild activities. The right to place or remove such material shall rest with the Guild. Disagreements over propriety or accuracy of such materials shall be resolved by discussion between the Guild and the Employer.

5. On at least an annual basis, the Guild shall notify the Employer of its designated representative(s), including Officers, Executive Board Members and/or Stewards.

6. A Bargaining Unit representative may be present at an investigatory or corrective action meeting conducted by the Employer that could result in the discipline or discharge of an employee, provided that such employee has requested Guild representation and the representative is available. Investigatory or corrective action meetings and meetings for the purpose of processing a grievance through the contractual procedure shall normally be scheduled during the business day and will be scheduled to minimize the time lost from required duties. Should a Bargaining Unit representative wish to meet with another Bargaining Unit employee as part of a grievance investigation, it shall be on said employee's non-working time. Not more than one (1) Bargaining Unit representative shall be excused from regularly assigned activities for the activities referenced in this Section V.6.

7. Except as otherwise provided in this Agreement or as otherwise agreed to by the parties, a Bargaining Unit representative or employee shall not be compensated by the Employer while performing duties on behalf of the Guild and shall perform such duties only during time when he or she is not scheduled to work for the Employer, is on an unpaid break, or during other non-working time.



8. Subject to operational needs, employees shall be allowed flexible scheduling to prepare for or participate in collective bargaining negotiations.

## **ARTICLE VI HIRING, TRANSFER, AND PROMOTION**

1. No Discrimination. In accordance with applicable law, there shall be no discrimination against any employee with respect to any term or condition of employment because of his/her membership or activity in the Guild or because of age, sex, race, creed, color, national origin and ancestry, sexual orientation, gender identity, religion, physical or mental disabilities or any other legally protected status/category.

2. Location Transfer. No employee shall be transferred by the Employer to a position outside of the bargaining unit in another location, including to a subsidiary, related, or parent company of the Employer, without the employee's consent and payment of reasonable and necessary moving expenses of the employee and family. There shall be no reduction in salary or impairment of benefits as a result of such transfer, except that to which the employee agrees as part of such transfer. An employee shall not be penalized for refusing to accept a location transfer, except in the event such transfer is offered as an alternative to layoff in accordance with the terms of this Agreement.

3. Internal Transfer. No employee shall be transferred by the Employer to another position or job classification outside of their current department without the employee's consent. An employee shall not be penalized for refusing to accept such a transfer, nor shall there be a reduction in salary or impairment of benefits as a result of such transfer, except in the event the transfer is requested and/or applied for by an employee or the transfer is accepted by an employee as an alternative to layoff in accordance with the terms of this Agreement.

4. Posting of Vacancies. Where practicable, the Employer will provide the Guild with advance notice of open bargaining unit and exempt positions. The Employer shall post open positions generally describing the job and its qualifications. Once posted, 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. Where qualifications and skills are relatively equal for a bargaining unit position, an internal candidate will have preference over an external candidate.

5. Right to Decline a Promotion. No employee shall be penalized for refusing to accept a promotion, except in the event such promotion is offered as an alternative to layoff, in which case the employee may still be laid off in accordance with the terms of this Agreement.

6. Mentorship. Each new employee with three (3) years or less prior journalism experience may seek support or advice from a peer/mentor in the bargaining unit during the first year of employment at the South Bend Tribune. Subject to operational and scheduling needs, the Employer shall provide up to one (1) hour per week to the new employee and one mentor for such new employee for the purposes of mentoring.

7. Applicants from the bargaining unit shall be notified of or have access to information concerning the status of their application and whether a position has been filled. If a member of the bargaining unit is not chosen for an open position, upon request from the applicant, the hiring manager will discuss with the applicant the reason(s) why they were not chosen for the position; provided, however, such discussion need not involve disclosure of the identities, qualifications, recommendations or other information concerning other candidates for the position. When possible and when requested, the hiring manager will provide professional development advice to a member of the bargaining unit not chosen for an open position.

## **ARTICLE VII NEWS INTEGRITY**

1. Employer Control of Content and Editorial Integrity.

- a. Editorial management retains absolute discretion to determine the content of its newspaper, any other publication, or online/digital platforms, such as the choice of material, and the decisions made as to limitations on the size and content of the newspaper, any other publication, or online/digital platforms, and the treatment of public issues and public officials.
- b. Because editorial integrity of content lies at the core of publishing control, the Employer retains the right to unilaterally establish reasonable rules designed to prevent its employees from engaging in activity that would directly compromise their standing as responsible journalists and that of the Employer as a medium of integrity.
- c. Nothing contained in Article VII or any other provision of this Agreement limits the Employer's rights set forth in this Section VII.1, such rights being limited only to the extent provided at law.

2. Substantive Changes. Substantive changes in material submitted to shall be brought to the employee's attention before publication whenever reasonably possible.

3. 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.

4. Bylines.

- a. Prepublication, for reasons of the journalistic integrity, an employee may withhold her/his byline 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. The employee may report their objections to anyone in Gannett management.

- b. The privilege to withhold bylines prepublication does not extend to the right to engage in byline strikes, defined as the withholding of the byline(s) by one or more employees for reasons other than those of journalistic integrity. A byline strike does not include instance where one or more employees request to withhold bylines for reasons of journalistic integrity where each employee is involved in the coverage of a particular subject matter. If the Employer believes that a byline is being withheld for reasons other than those of journalistic integrity, it reserves the right to affix the byline and the Guild reserves the right to grieve the affixing of the byline over the employee's protest.

5. No Advertorial Assignments. Journalists will not be required to produce advertorial materials. Advertorial materials are material or content that may be subject to modification at the request of an advertiser or sponsor.

6. Letters to Editor. Any employees whose work or person is mentioned in a letter to the editor shall be informed of such letter whenever possible.

7. Corrections, Retractions, and Related Matters. If a question arises as to the accuracy or fairness of published material, managers, whenever practicable, will consult with the employee prior to the publication of a correction, retraction, or insertion of additional material.

8. Assignment Despite Objection. An employee who is assigned to write or prepare any article or other material for publication, which the employee believes compromises the employee's integrity, may not refuse the assignment. However, the employee may file a formal objection to the assignment with Gannett management, by specifying in writing the objection and reasons therefore. The employee may also withhold a byline pursuant to Section VII.4 above.

9. Without limiting the Employer's rights under Section 1 above, the Parties will comply with and follow Gannett's Code of Ethical Conduct for Newsrooms. Any changes made to the Code of Ethical Conduct for Newsrooms shall be communicated to the Guild. If there is a direct conflict between the Code of Ethical Conduct for Newsrooms and this Agreement, this Agreement shall govern.

## **ARTICLE VIII EMPLOYEE DISCIPLINE**

1. Dismissals and Discipline. There shall be no discipline or dismissals except for just and sufficient cause, to reduce the force or during a probationary period, as provided in Section VIII.4 below.

2. Progressive Discipline. In determining whether to discipline and the level of discipline, the Employer may consider the severity of the conduct, the frequency of the conduct, the length of time between instances of the conduct, the employee's prior disciplinary record, the employee's length of employment, and any other relevant circumstances and information, including any mitigating factors relating to the underlying event. The Guild and the Employer agree to adopt a program of progressive discipline and the following sequence of discipline shall generally be followed:

- a. Verbal Warning.
- b. Written Warning.
- c. Suspension Without Pay, and/or Final Written Warning
- d. Discharge.

The Employer reserves the right to invoke any step in the progressive disciplinary sequence at any time, including summary discharge without prior warning for gross misconduct. Except as otherwise provided in this Agreement, the Guild may grieve any discipline or discharge, as provided for in the Grievance and Arbitration procedure (Article IX). For any step prior to termination, the Employer may utilize any disciplinary step more than once.

3. Notice to Guild. The Guild will be notified in writing of any disciplinary steps beyond a verbal warning, including any written warning, final written warning, suspension or discharge, at the time of the discipline or as soon thereafter as is practicable.

4. Probationary Period. Employees will be considered probationary during their first ninety (90) days of employment. This probationary period may be extended up to ninety (90) days by mutual agreement between the Employer and the Guild. The Guild recognizes the right of the Employer to discipline and/or discharge new employees anytime during the probationary period and the discipline and/or discharge shall not be subject to the Grievance and Arbitration procedure (Article IX).

## **ARTICLE IX GRIEVANCE AND ARBITRATION**

1. 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 the Employer within twenty-eight (28) calendar days of the event giving rise to the dispute or within twenty-eight (28) days after the employee or the Guild knew, or by reasonable diligence should have known, of the facts giving rise to the dispute. The Guild must present such disputes in a written grievance, which will explain the dispute, will include a specific statement of the remedy sought, and request a meeting of a grievance committee regarding the dispute.

2. A grievance committee of not more than two (2) South Bend Tribune bargaining unit employees designated by the Guild and not more than two (2) Management representatives designated by the Employer shall discuss a timely grievance. The Guild may substitute a CWA

representative for one of the two (2) South Bend Tribune bargaining unit employees designated by the Guild. Such meeting shall be held as promptly as possible after the Employer receives the written grievance, but in any case within twenty-eight (28) calendar days thereafter.

3. 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.

4. In the event the procedure in Sections IX.1 to IX.3 above does not result in a resolution of the grievance and/or the Employer fails to respond within the fourteen (14) calendar day time period in Section IX.3, the Employer or the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within thirty-five (35) calendar days after the Employer's written response to the grievance or the expiration of the fourteen (14) calendar day time period for such response, whichever is earlier. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Employer and the Guild may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

5. Grievances may not be consolidated for arbitration unless the Parties agree to do so in writing. However, contemporaneous occurrences or non-occurrences that affect numerous similarly-situated employees may be combined in a single grievance.

6. In the event that the dispute is not timely grieved, is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed, withdrawn, and/or waived.

7. If the grievance committee cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from an arbitration panel obtained from the Federal Mediation and Conciliation Service (FMCS). The party demanding arbitration shall request a panel of seven arbitrators, including the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. If the parties cannot agree on one of the seven arbitrators listed on the panel, the Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected.

8. After an arbitrator is selected, the arbitration hearing shall be held promptly. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by the Employer and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested. If any party refuses to pay its share of the cost of a stenographic record of the hearing, the party waives its right to receive or view any copy of the transcript or the original transcript.

9. The arbitrator shall limit his/her decision to the settlement of the written grievance before him/her 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.

10. 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.

11. In the event the arbitrator awards back wages or other retroactive relief, such remedy shall not be retroactive any earlier than twenty-eight (28) calendar days before the written grievance was received by the Employer. No award of back wages shall exceed the amount of wages the employee would otherwise have earned at the South Bend Tribune for the relevant time period, less any unemployment, workers' compensation, and/or disability benefits he/she 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.

12. If the Guild desires to have employee(s) participate in an arbitration proceeding occurring during such employee(s)' regularly scheduled work hours, the Guild must provide the Employer with seven (7) calendar days advance written notice.

13. 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 SAFETY AND HEALTH**

### **1. General Conditions.**

- a. The Employer will provide a reasonable and safe workplace that complies with applicable laws, regulations, and standards, including the requirements of OSHA. The Employer further agrees to furnish clean, healthful, sufficiently ventilated, and properly heated, cooled and lighted workplace facilities. It is recognized that with respect to leased space, the Employer does not have complete control but will make every reasonable effort to ensure the foregoing.
- b. Safety Equipment. The Employer will provide all safety equipment required by law. Upon request, the parties will discuss the availability and use of other equipment not required by law.
- c. Safety Rules and Reporting of Unsafe Conditions. Employees will observe all safety rules and requirements. The Employer expects employees to report any unsafe conditions or potential hazards to the Employer immediately. No employee shall be retaliated against for reporting workplace safety or health issues.

d. Building Security. The Employer shall notify the Guild of any material changes to building security procedures or protocols.

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. No employee shall be docked pay for exercising in good faith the aforesaid right to choose not to perform an assigned task, but such employee may be required to accept an alternative or modified assignment that eliminates or avoids the hazardous condition.

3. Weapons Policy. Carrying or possessing firearms, or any dangerous weapons, at any time, on premises owned or occupied by the Employer is prohibited. The definition of “premises” does not include Employer parking lots with respect to employees who keep legally owned firearms and ammunition locked inside or locked to a private motor vehicle.

## **ARTICLE XI OUTSIDE ACTIVITIES**

1. Outside of their work hours, employees shall be free to engage in those paid or unpaid activities that do not violate any provisions of this Agreement, do not interfere with their office duties and job performance, and/or do not create a conflict of interest that compromises or that may reasonably appear to the public to compromise the integrity or the credibility of the newspaper or its staff.

2. No employee shall work for any competing news media. If outside activity involves (a) public relations or marketing work; or (b) performing services that in any way resemble work that bargaining unit employees perform for the Employer, employees must first notify management to ensure a conflict of interest does not exist and secure written permission from the Editor.

3. Employees shall have the right to appear on non-Gannett programs, including but not limited to television, radio, podcasts, webcasts, streaming video or live events, with prior approval of the Employer. Employees shall be entitled to negotiate a fee for making appearances on such non-Gannett programs.

4. Except as otherwise allowed pursuant to this Agreement, no employee shall in any way exploit or attempt to exploit his or her connection with the newspaper or the Employer for personal gain or in the course of outside work. No employee shall willfully damage the reputation or integrity of the publication.

5. The Guild has the right to challenge through grievance and arbitration procedure any of management’s decisions pertaining to this provision.

**ARTICLE XII  
DISCLOSURE AND AUTHENTICATION**

1. Except as otherwise provided below:
  - a. 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. No employee shall be disciplined for refusing to give up custody of notes, records, or documents, or disclose knowledge or information concerning same to any third party (*i.e.*, a person or entity other than the Employer or its representatives), unless such refusal violates a court order or lawful process.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.



7. 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.

8. The Employer's obligations as specified in this Article XII 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 XIII LABOR-MANAGEMENT COMMITTEE**

1. The Employer and the Guild shall form a Labor-Management Committee (LMC) consisting no more than three (3) members each from the Guild and from the Employer. Where possible, the Unit Chair or Vice Chair and the Executive Editor will participate in LMC meetings.

2. The LMC will meet periodically to discuss items of importance or concern to both parties. However, discussion of a matter by the LMC shall not prevent an otherwise grievable matter from being processed through the grievance procedure. The LMC will have no authority to modify, amend, alter or interpret this Agreement; no authority to modify terms or conditions or employment governed by this Agreement; and no authority to discuss or resolve active grievances.

3. LMC meetings will be held at a mutually agreeable location and on a periodic basis on the written request of either party. Such written request will specify the subject(s) the requesting party proposes to discuss.

4. Nothing in this Article waives either party's right to negotiate mandatory subjects of bargaining subject to and in accordance with applicable law.

### **ARTICLE XIV LEAVES OF ABSENCE**

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 employee should submit a request in writing as soon as they become aware of the need for a leave. The Employer's decision must be communicated to the employee at a reasonable time prior to the requested commencement of the leave. The Employer's decision shall be final and shall not be subject to the grievance or arbitration process under Article IX.

2. Military Leave.

- a. The Employer agrees to abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any other state or federal statute currently in effect or which becomes the law during the term of this Agreement with regard to the employment or reemployment of a person serving military obligations, whether such people are serving military obligations on a voluntary or involuntary basis, including obligations arising in the regular or reserve service of the United States or any state, territory or federal district. This Section XIV.2 shall not be construed as imposing any obligations not required by law.
- b. An employee's military leave will be without pay, but employees may use any available earned and unused PTO for the absence.
- c. Employees shall notify the Employer as soon as they become aware that military service is required.
- d. To the extent required by the Indiana Military Family Leave Law, if applicable, job-protected leave will be provided for certain employees to spend time with a family member who has been called to active duty.

3. Jury Duty. Bargaining unit employees are eligible for paid jury duty leave as provided below.

- a. 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. Unless prohibited by law, employees are expected to work any day or significant part of a day not required for jury service (including court holidays not observed by the Employer). In the event an employee is dismissed after reporting for jury duty, the employee will return to work for any remaining portion of a shift the employee would otherwise have worked that day, unless travel time or distance makes this impractical or the employee served more than four (4) hours of jury duty that day. Employees are required to report back to work as soon as reasonably possible following the completion of jury duty.
- b. Employees must show their supervisor their jury duty summons or notice as soon as possible so that arrangements may be made to cover the absence. After completion of jury duty, employees must furnish their supervisor with evidence of having served on a jury for the time claimed.
- 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 been scheduled to work on the day of absence, and will not include any special forms of compensation such as incentives,

commissions, discretionary bonuses or shift differentials. Employees are not required to sign over to the Employer any court compensation checks they receive for paid jury duty.

- d. Schedules may be reasonably be changed by the Employer in order to accommodate jury duty.
- e. An employee scheduled for a night shift shall not be required to report to work and shall have the scheduled shift off with pay if he/she served more than four (4) hours of jury duty during the day before the beginning of the night shift. An employee called for such service who is scheduled on one (1) or both weekend days shall not be required to work a total of more than five jury duty and work shifts in a given work week.

4. Witness Duty/Court Appearances. Employees who are required to testify as a witness, whether subpoenaed or not, on behalf of the Employer, or subpoenaed to appear as a witness to a crime or other matter (excluding personal matters other than domestic violence-related matters) will be excused from work with pay computed in the same manner as provided for in Sections XIV.3.c and XIV.6.d. Employees who appear as a witness for a personal matter, other than matters relating to domestic violence-related matters, will not receive pay for lost work time, although they are permitted to use any accrued but unused PTO. In the case of an absence for any of the reasons covered by this Section XIV.4, employees are required to give as much advance notice to the Employer as is reasonably possible.

5. FMLA Leave. Employees shall be eligible for leaves of absence, subject to and in accordance with the eligibility criteria and requirements of the Family and Medical Leave Act of 1993 (FMLA), and all leaves of absence provisions of this Agreement shall be applied consistent with the FMLA and any other applicable state, federal or local law. Notwithstanding the foregoing, employees will be eligible for FMLA benefits irrespective of whether the Employer has fifty (50) or more employees within seventy-five (75) miles of the employee's work location, provided the employee meets all of the other eligibility requirements of the FMLA.

Employees may elect but shall not be required to use their accrued but unused PTO and/or floating holidays during FMLA leave. All PTO or floating holidays so taken shall run concurrently with FMLA leave and shall therefore be counted towards the employee's FMLA leave entitlement. The Employer will utilize a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave to determine whether an employee is entitled to additional FMLA leave.

6. Funeral/Bereavement Leave.

- a. Up to four (4) regularly scheduled consecutive working days, one of which must include the day of the funeral or memorial service, will be provided to active full-time employees to attend the funeral or memorial service of an "immediate family" member and deal with related personal matters. Part-time employees shall be granted paid bereavement leave for

up to four (4) regularly scheduled work days, one of which must include the day of the funeral or memorial service, that fall within four (4) consecutive business days in the event of the death of an “immediate family” member.

- b. Two (2) paid days off will be granted to active full-time employees to attend the funeral or memorial service or deal with related personal matters in the event of the death of an “other family member.” Part-time employees shall be granted paid bereavement leave for up to two (2) regularly scheduled work days, one of which must include the day of the funeral or memorial service, that fall within two (2) consecutive business days in the event of the death of an “immediate family” member.
- c. “Immediate family” members consist of spouse or significant other, domestic partner, child, step-child, parent, step-parent, sibling, step-sibling, grandparent, step-grandparent, grandchild, step-grandchild, mother-in-law, and father-in-law. “Other family members” consist of aunts, uncles, first cousins, and other in-laws.
- d. With respect to funeral/bereavement leave, employees shall give as much advance notice as is reasonably possible to their supervisor. Employees may use accrued but unused PTO for additional days off, subject to the requirements of Article XV (Paid Time Off).
- e. Bereavement pay is calculated on the base pay rate at the time of absence and will not include any special forms of compensation such as incentives, commissions, discretionary bonuses or shift differentials.
- f. The Employer may request documentation of the death and/or funeral or memorial service.

7. Parental Leave. Employees shall be eligible for up to ten (10) weeks of paid parental leave (PPL), to be taken within the first twelve (12) months following the birth, adoption, surrogacy or foster care placement of an employee’s child. PPL must be taken in full-week increments. PPL is in addition to Short-Term Disability Benefits, but runs concurrently with parental leave taken pursuant to the FMLA.

8. Guild Business Leave. Bargaining unit employees shall be granted up to five (5) consecutive days of unpaid Union Leave to attend training, conferences, or meetings called by the Guild. The Guild shall provide at least seven (7) days’ notice of such leave to the Employer. No more than one (1) employee may be on such leave at any one time under the provisions of this Section and no more than two (2) employees per year may take leave under the provisions of this Section. The employee on Guild Leave may elect to use available PTO for time missed from work or may elect to take the time without pay.

9. Union Work Leave. The Guild may request an unpaid leave of absence for one (1) bargaining unit employee at any given time. The unpaid leave of absence shall not be unreasonably denied, but is subject to business and operational needs, including but not limited to the ability to find adequate and qualified coverage for the leave. If granted, such unpaid leave shall not exceed six (6) months, unless extended by mutual agreement of the Parties. If such leave is extended beyond six (6) months, the Guild shall be responsible for reimbursing the Employer for the Employer's share of all Employer-sponsored benefits. The Employer may use non-bargaining-unit employees and/or temporary workers to cover any leave under this provision, and in such case the provisions of this Agreement shall not apply with respect to those non-bargaining-unit employees and/or temporary workers. Unless the Employer agrees otherwise, only one (1) unpaid leave of absence under this provision need be granted during the term of this Agreement.

10. Domestic Violence Leave. The Employer shall provide eligible employees with up to three (3) working days of unpaid leave in any twelve (12) month period if the employee or a family or household member of the employee is a victim of domestic violence.

- a. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, false imprisonment, or criminal offense resulting in physical injury or death of one family or household member by another family or household member; or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.
- b. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as a family or who resided together in the past as if a family, and persons who are parents of child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- c. To be eligible for Domestic Violence Leave and employee must:
  - i. Have been employed by the Employer for at least three (3) months;
  - ii. Have exhausted all his/her annual paid time off (e.g., vacation days, personal days and/or sick leave); and
  - iii. Be a victim of domestic violence or have a family or household member who is a victim of domestic violence.

11. Voting Leave. An employee required to work on a local, state, or national election day during the hours polls are open shall receive time off with pay at their regular straight-time rate, up to two (2) hours in duration, but limited to the actual time necessary to vote. To be eligible for time off with pay, an employee must have less than two hours available to vote while the polls are open before or after his/her shift and he/she shall notify the Employer in advance. The Employer will determine what time is granted off during the employee's

workday. If the time off is not at the end of the employee's workday, the employee is required to report back to work as soon as they have voted.

12. Effect on Seniority. Leaves provided for in this Article shall not constitute breaks in the continuity of service for the computation of severance pay, eligibility for PTO, or other benefits under this Agreement. However, leaves under sections XIV.1, and XIV.9 above shall not be construed as service time, except as required by applicable law or to the extent an employee uses PTO during a portion of such leaves, in which case that portion of the leave will count as service time. Seniority/service accrual during leaves under XIV.2 shall be governed by the requirements and limitations of USERRA.

13. Health Benefits During Leaves. Except with respect to leaves pursuant to Section XIV.1, the Employer will continue to provide health benefits during an approved leave of absence provided the employee remains current in the employee contribution. With respect to leaves pursuant to Section XIV.1, the Employer will continue to provide health benefits until the end of the month after the month in which the leave commences. After that, coverage and payment for such coverage shall be as agreed to by the Employer and the employee requesting the discretionary leave.

14. Conformance With Law. Further, all leaves pursuant to this Article XIV shall be granted in accordance with applicable Federal, State, and Local law.

## **ARTICLE XV PAID TIME OFF (PTO)**

1. PTO Accrual.

- a. Full-time employees will accrue PTO each bi-weekly pay period in a calendar year based on years of service that will be achieved in that calendar year, as follows:

	Accrual Rate Per Pay Period	Maximum Annual Accrual
0-2 Years of Service	4.62 hours	120 hours
3-9 Years of Service	7.69 hours	200 hours
10-24 Years of Service	8.62 hours	224 hours
25+ Years of Service	9.85 hours	256 hours

For example, an employee who is achieving a service milestone of 10 years in August 2022 will begin accruing the additional PTO allowance of up to 224 hours in January 2022, not on the employee's service anniversary in August.

- b. An employee's years of service as of January 1 are determined by subtracting the year of his/her service/seniority date from the current year.

Employees will receive credit for years of continuous service with Schurz Communications at the South Bend Tribune prior to GateHouse Media assuming ownership and for all continuous service with the Employer thereafter.

- c. The PTO accruals rates and/or maximums set forth above are based on a forty (40) hour week (or eight (8) hours per day) and will be adjusted for regular work weeks that are different.
- d. Except as otherwise required by law or in this Agreement, employees will not accrue PTO while on unpaid leave.
- e. Part-time employees will accrue PTO on a pro-rated basis.

2. PTO Use. Employees may take PTO in hourly increments for the following purposes:

- a. For personal reasons or vacation;
- b. To recover from or seek treatment for a health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position;
- c. For the employee's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care;
- d. To care for the employee's family member with a mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care;
- e. Upon completion of Paid Parental Leave, to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, if such leave is completed within 12 months after birth or placement of the child;
- f. Absences related to domestic violence, harassment, sexual assault or stalking:
  - i) To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal

proceedings related to domestic violence, harassment, sexual assault or stalking;

- ii) To seek medical or mental health treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's family member;
- iii) To obtain services from a victim services provider for the eligible employee or the employee's family; or
- iv) To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's family member.

g. Any other purpose required by federal, state or local law.

h. A family member for purposes of PTO use includes:

- i) A person who is related to the employee by blood, marriage, civil union, or adoption;
- ii) A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor;
- iii) A person for whom the employee is responsible for providing or arranging health- or safety-related care.

3. Notice of PTO Use.

a. ***Personal or Vacation Leave.*** When used for personal reasons or vacation under Section 2(a), PTO must be requested from and approved by an employee's supervisor in advance. PTO for personal reasons or vacation shall be scheduled so as to have the minimum interference with efficient operations. The Company shall have the right to exercise discretion in the administration of vacation, including the right to limit the number of employees on vacation at the same time and deny vacation requests to ensure efficient operation of the department. Requests for use of PTO for personal reasons and/or vacation shall not be unreasonably denied.

b. ***Sick Leave.***

- i) When the use of PTO for sick leave is foreseeable, employees must give their supervisor advance notice as soon as practicable of the need for leave.



- ii) If the reason for sick leave is unforeseeable, such as an emergency, accident, or sudden illness, the employee shall provide notice before the start of the employee's shift or, when circumstances prevent the employee from providing notice before the start of the employee's shift, as soon as is practicable. Family members may only notify a supervisor of an employee's absence in unavoidable circumstances.
- iii) The employee shall inform his/her supervisor of any change in the expected duration of the sick leave as soon as is practicable.
- iv) Notification of the need to use PTO for sick purposes may be made orally, by email, by phone and/or by leaving a voicemail message on the supervisor's phone(s).
- v) In the event that an employee may require more time off than one unscheduled day off, the employee must follow up with the supervisor on each day of absence. Supervisors are responsible for ensuring that his/her employees know of his/her preferred method of notification for absences.

4. Verification/Documentation. The Company may require verification or documentation for the use of PTO in excess of five (5) consecutive days for the reasons specified in Section 2(b)-2(g) above.

- a. Any health information received about an employee or an employee's family member shall be treated as confidential to the extent provided by law.
- b. Records concerning use of sick leave for purposes related to domestic violence, harassment, sexual assault or stalking are confidential and will not be released without the express permission of the employee, unless otherwise permitted or required by law.
- c. Failure to provide medical verification or certification when requested may result in the denial of paid sick leave and/or discipline for failure to follow the Company's policies and procedures.
- d. Misuse of sick leave, including but not limited to falsification of sick leave records, may subject an employee to discipline, up to and including termination of employment.
- e. Notwithstanding the provisions above, nothing herein limits the Employer's rights under other laws and regulations (e.g., the ADA or the

FMLA) to request verification and documentation concerning absences and leaves.

5. PTO Pay. PTO will be paid at an employee's regular rate of pay. The regular rate of pay does not include: overtime, holiday pay, commissions, discretionary bonuses or other types of incentive pay, tips, or other premium rates.

6. Borrowing and Carryover.

- a. PTO may be taken as earned. Employees may borrow up to forty (40) hours of PTO (pro rated for employees regularly working less than 40 hours per week) for use in that calendar year before it is accrued, but under no circumstance may an employee borrow more PTO than they would expect to earn for the remainder of that calendar year. Upon separation from employment, to the extent allowed by applicable law, the Employer may recover pay for used but not yet accrued PTO from the employee's final pay, except in the case of layoff.
- b. Employees may not carry over any unused PTO from one calendar year to the next. Such accrued and unused PTO is forfeited if not used. However, provided the employee has made good faith efforts to schedule use of their PTO during the calendar year, in the event an employee is unable to use all of the employee's accrued PTO because of operational needs, as determined by the Employer, the employee shall be paid the cash value of the accrued but unused PTO time.
- c. Upon separation of employment, an employee (or the employee's estate in case of death) shall receive payment for accrued but unused PTO. PTO may not be used to extend an employee's termination date.

7. Conformance with Law. All PTO provided will be in accordance with applicable Federal, State and/or Local laws, including but not limited to the FMLA and related guidance/regulations.

## **ARTICLE XVI MISCELLANEOUS**

1. Security Cameras. The Employer shall make a reasonable effort to disclose to the Guild and bargaining unit employees the current locations of any security cameras covering the workspaces, common areas and/or parking lots of the premises occupied by the Employer. The Employer may rely upon information provided by its landlord with respect to security cameras not owned or controlled by the Employer. The Employer shall inform the Guild of any changes in the number or location of Employer-controlled security cameras referenced in this section.

2. Employee Desks/Lockers. Upon reasonable suspicion and/or to support a workplace investigation, the Employer may inspect the contents of an employee's desk or locker.

3. Electronic Communications Systems. The right of bargaining unit employees to use the Employer's electronic communications systems shall be in accordance with applicable law. This Section XVI.7 shall not be construed as limiting any legal right the Employer may have in this regard.

4. Seniority. Seniority for purposes of this Agreement means the length of continuous employment with the South Bend Tribune. Employment shall be deemed continuous unless interrupted by dismissal for just and sufficient cause, dismissal pursuant to a reduction in force (Art. XXV) that lasts more than six (6) months (but the period of such dismissal shall not be included in computing total seniority), resignation, retirement, or failure to return to work at the expiration of a leave of absence without reasonable excuse. For purposes of calculating seniority, employees will receive credit for years of service with Schurz Communications Inc. prior to GateHouse Media assuming ownership of the South Bend Tribune. However, consistent with Article XIV (Leaves of Absence) some leaves of absence or portions thereof may not count towards an employee's credited service time for purposes of seniority.

5. Digital Subscriptions. The Employer shall provide digital South Bend Tribune subscriptions to all bargaining unit employees.

6. Guild Meeting with New Hires. Within thirty (30) days of hire, the Guild President, or his/her designee, shall be allotted up to one-half hour of Employer time with a new bargaining unit employee for the purpose of explaining the role of the Guild at the South Bend Tribune.

7. No Blacklisting. The Employer agrees not to have or enter into any agreement with any other employer not to employ the employees of the Employer.

## **ARTICLE XVII MANAGEMENT RIGHTS**

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 assign and direct employees' 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.

2. The rights enumerated herein are decisional and, consistent with applicable law, the Employer shall, upon request of the Guild, bargain with the Guild over the effects of such decisions.

3. All bargaining unit members will adhere to the Employer's policies, whether contained in an employee handbook or otherwise, which may be revised from time to time. The terms of this Agreement shall govern in the event the Employer's policies conflict with the terms of this Agreement. Bargaining unit employees and the Guild shall be notified of any changes to such policies. Should there be substantive changes to any policies, the Guild may request to negotiate such changes within thirty (30) days of the introduction or implementation of the new policy.

4. Employees may, at the Employer's discretion, be required to sign for and acknowledge receipt of new or revised policies, rules, or regulations.

#### **ARTICLE XVIII NO STRIKE/NO LOCKOUT**

1. During the term of this Agreement, or any written extension thereof, there shall be no strikes of any kind, including sympathy strikes.

2. The Guild, upon reasonable knowledge of any employee actions in violation of this Article, shall take prompt and reasonable action to attempt to prevent or stop such actions.

3. The Employer will not lockout employees during the term of this Agreement, or any written extension thereof.

#### **ARTICLE XIX PART-TIME & TEMPORARY EMPLOYEES**

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. A part-time employee is defined as any employee regularly scheduled to work few than thirty (30) hours per week averaged over a twelve (12) month period. This definition is not to be construed as preventing the occasional full-time employment of part-time employees.

- c. Temporary employees shall be defined as persons hired to work on a special project for a limited time, as vacation replacements, or as replacements for employees on sick leave or another leave of absence. When a temporary employee is hired, the Guild shall be notified of the temporary or special project or leave that requires such hiring and the anticipated duration of such project or leave. A temporary employee may not be employed for more than six (6) consecutive months, unless the Guild and the Employer agree otherwise in writing.

2. Rights of Part-Time Employees. The hours and workdays of part-time employees shall be scheduled by the Employer. Part-time employees receive no benefits, except as otherwise specified herein or as otherwise required by law.

## **ARTICLE XX WAGES**

1. Minimum Rates of Pay. Effective the first full regular pay period after ratification, the following minimum wage rates for full-time employees shall be in effect during the term of this Agreement.

- a. Except as provided below, full-time hourly employees shall be paid a minimum of \$19.25 per hour upon hire, a minimum of \$22.50 per hour after five (5) years' of continuous employment at the South Bend Tribune, and a minimum of \$24.00 per hour after ten (10) years' of continuous employment at the South Bend Tribune.
- b. Except as provided below, part-time hourly employees shall be paid a minimum of \$19.25 per hour.
- c. Executive Assistants shall be paid a minimum of \$15.00 per hour upon hire, a minimum of \$16.00 per hour after five (5) years' of continuous employment at the South Bend Tribune, and a minimum of \$17.00 per hour after ten (10) years' of continuous employment at the South Bend Tribune.
- d. Notwithstanding the foregoing, any employee with at least six months of seniority who does not receive at least a \$1.00 per hour increase in their hourly rate by virtue of the terms of this Agreement (including attachments) will receive an increase in their hourly rate of \$1.00 per hour, effective the first full regular pay period after ratification. Those same employees only shall also receive an additional increase of \$0.75 per hour effective the first full regular pay period after the first anniversary of this Agreement. The Employer will also pay those same employees only a one-time anniversary bonus in the gross amount of \$500, less applicable deductions, if they are on the active payroll one year after the date of

ratification AND on the date of payment. Payment will be made within thirty (30) days after the one-year anniversary of the date of ratification of this Agreement.

- e. Although service at the South Bend Tribune as a temporary employee, intern, or Fellow shall not count toward years of employment referenced in 1(a) and 1(c) above, the Employer, at its sole discretion, may grant whatever credit, if any, an employee is given for such service at the time they move to part-time or full-time status.
- f. In accordance with applicable federal and state law, the Employer, at its discretion, may pay employees performing exempt duties on a salary basis, in which case such employees will be exempt from minimum wage and overtime.

## **ARTICLE XXI GENERAL WAGE PROVISIONS**

1. Minimums. The Employer may, in its sole discretion, pay employees, including new hires, above the minimum rates specified in this Agreement. This subsection is not subject to the grievance and arbitration procedure.

2. Increases/Bonuses. The Employer shall have the exclusive and unilateral right to provide wage increases and/or discretionary bonuses on an individual basis, including after the Agreement has expired and/or during negotiations. Additionally, nothing in this Agreement shall prevent employees from bargaining individually for pay increases. Whether to grant increases or bonuses and the timing/amount of such increases or bonuses shall be at the sole discretion of the Employer. Any increases or bonuses are non-precedential and not subject to the grievance and arbitration procedure.

3. Payment of Wages.

- a. The Employer will pay wages and salaries on a bi-weekly basis.
- b. The Employer will offer to pay wages and salaries via direct deposit.

4. Employer Right to Use or Re-Use Work Product. All work performed for pay for the Employer is the property of the Employer alone to use or re-use in any way and in any medium desired by the Employer. Under no circumstances will the Employer be required to pay any employee any additional amount for the Employer's use or re-use of work product, wages for which have already been paid.

5. No Reductions. There shall be no reductions in salaries or hourly rates during the life of this Agreement, except as otherwise provided in this Agreement or as otherwise agreed by the parties.

**ARTICLE XXII  
BENEFIT PLANS**

1. Health Insurance.

- a. The medical plans currently in effect for bargaining unit employees will remain in effect through December 31, 2024, with no changes to plan design, including co-pays, deductibles, out-of-pocket maximums, or any associated HSA contributions. Employee premium contributions to these medical plans will not change in 2024. Notwithstanding the foregoing, changes to plan design may be made prior to December 31, 2024 as required by applicable law or by mutual agreement between the Employer and the Guild.
- b. Effective January 1, 2025, the Employer shall make available to all full-time employees the same health insurance plan(s) available to non-union employees of the Employer, subject to amendments that may be made to those plans from time to time without the need for further bargaining. Plan design, including benefit levels, co-payments, co-insurance, out-of-pocket maximums, and deductibles shall be equivalent to those offered to non-union employees at the South Bend Tribune.
- c. To the extent required by law, health insurance on the same terms shall be offered to part-time employees working on average at least 30 hours per week or 130 hours per calendar month. New employees are eligible to participate in the health insurance program beginning the first day of the month following thirty (30) days of employment. If an employee does not enroll at that time, enrollment may occur only during open enrollment or upon the occurrence of a qualifying event, as defined by law or the terms of the applicable plan.
- d. Effective January 1, 2025, employee premium contributions in 2025 and in subsequent years shall be equivalent to the premium contributions of non-union employees at the South Bend Tribune and the Employer annual HSA contribution for bargaining unit employees shall be equivalent to the Employer annual HSA contribution for non-union employees at the South Bend Tribune.

2. Dental and Vision Insurance.

- a. The dental and vision plans currently in effect for bargaining unit employees will remain in effect through December 31, 2024, with no changes to plan design, including co-pays, deductibles, and out-of-pocket maximums. Employee premium contributions to these dental and vision plans will not change in 2024. Notwithstanding the foregoing, changes to

plan design may be made prior to December 31, 2024 as required by applicable law or by mutual agreement between the Employer and the Guild.

- b. Effective January 1, 2025, the Employer shall make available to all full-time employees the same dental and vision insurance plan(s) available to non-union employees of the Employer, subject to amendments that may be made to those plans from time to time without the need for further bargaining. Plan design, including benefit levels, co-payments, co-insurance, out-of-pocket maximums, and deductibles shall be equivalent to those offered to non-union employees at the South Bend Tribune. Effective January 1, 2025, employee premium contributions for dental and vision insurance in 2025 and in subsequent years shall be equivalent to the premium contributions for such insurance of non-union employees at the South Bend Tribune.

3. 401(k). Subject to applicable law and the terms of the applicable plan documents, all bargaining unit employees are eligible to participate in the Employer's 401(k) plan upon hire and may be automatically enrolled therein. Effective the date of ratification of this Agreement, bargaining unit employees will participate in the Employer's 401(k) Plan on the same basis (including the same Employer matching contribution) as the Employer's non-union employees, subject to the terms and conditions of that Plan and subject to amendments that may be made from time to time without the need for further bargaining during the life of this Agreement.

4. Other Benefits. Except as otherwise specifically provided in this Agreement, full-time and eligible part-time employees are covered by the Gannett Co. Benefit Program on the same basis and to the same extent as those benefits are provided to full-time and eligible part-time non-union employees at the South Bend Tribune, subject to amendments that may be made to those plans from time to time without the need for further bargaining. Employee costs for such other benefits shall be equivalent to the costs borne by non-union employees at the South Bend Tribune for such benefits.

### **ARTICLE XXIII EXPENSES**

1. Employees will be compensated for the use of a personal automobile in the service of the Employer on the same basis and to the same extent as non-management employees of the Employer not covered by a collective bargaining agreement. "On the same basis and to the same extent" includes any changes, increases or decreases during the term of this Agreement. Either Party may propose changes to 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. This section does not apply to the use of Employer vehicles.



2. Employees that are required to drive their personal vehicle for business purposes shall maintain, at their own expense, auto insurance coverage at the levels mandated by Indiana law. Employees are required to provide proof of coverage to the Employer upon request.

3. Employees will be covered by the Employer's Travel and Reimbursement Policy and its Mobile Policy, effective December 3, 2021, on the same basis and to the same extent as non-management employees of the Employer not covered by a collective bargaining agreement. "On the same basis and to the same extent" includes any changes to said policies, including any changes, increases, or decreases to any of their provisions, including to any required forms and procedures, during the term of this Agreement. Either Party may propose changes in these policies 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.

4. All other necessary working equipment, as determined by the Employer, shall be provided to the employee and paid for by the Employer, to be used only in the Employer's business, unless otherwise expressly authorized. If employees choose to use their own personal equipment in the performance of their job duties, they do so at their own risk, and the Employer will not in any way be responsible for the loss or damage of such equipment.

5. Data, photos, videos and/or other materials created or stored for work purposes on Employer-provided equipment and/or employees' personal devices are the property of the Employer. Employees' use of Employer-provided equipment and/or their personal devices must comply with and is subject to the Employer's Information Technology policies, including but not limited to its Acceptable Use Policy.

## **ARTICLE XXIV HOURS AND OVERTIME**

1. Normal Workday. The normal workday for full-time employees shall consist of eight (8) hours falling within nine (9) consecutive hours. In the case of a four-day full-time schedule, the normal workday shall consist of ten (10) hours falling within eleven (11) consecutive hours. The normal workday for part-time employees shall be as assigned by the Employer, provided that no part-time employee shall be assigned to work less than four (4) hours in a scheduled workday or more than five (5) consecutive days in a work week, unless mutually agreed between the Employer and an employee.

2. Normal Workweek. The normal workweek for full-time employees shall be five (5) days of eight (8) hours each. Alternatively, by mutual agreement between the Employer and an employee, a normal workweek may be four (4) days of ten (10) hours each. Subject to operational needs and/or otherwise by mutual agreement between the Employer and an employee, days off in a workweek shall normally be consecutive.

3. Call Back/Call In. An employee called back to the workplace by management after their workday shall be paid for all time worked, including travel time, but not less than two

(2) hours. An employee called in to work on a day off shall be paid for all time worked, but not less than four (4) hours.

4. Overtime. Overtime must be authorized in advance by an employee's supervisor. An employee may be excused from the advance authorization requirement if (i) the employee was assigned to a breaking news story necessitating overtime work by the employee; and (ii) the employee made a reasonable effort to obtain advance authorization from their supervisor. The Employer shall compensate all hours worked over forty (40) hours in a workweek at the rate of one and one-half (1½) times the employee's regular rate of pay. An employee may be required to take time off within the same workweek to avoid overtime. The overtime provisions of this Article also do not apply to any employee exempt from overtime pay under Federal or State law.

5. 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.

6. Recordkeeping. The Employer shall keep a record of all overtime. Copies of such records shall be available for inspection by the Guild upon reasonable request. ***01-13-2022 TA***.

7. Work Schedules. It is the intent of the Employer that all regular, full-time employees receive at least two (2) weeks' advance notice of their working schedules. Subject to operational needs, every attempt will be made to provide employees a consistent work schedule, a minimum of twelve (12) hours between scheduled shifts (ten [10] hours in the event of a four-day schedule as referenced in Section 1 above), and consecutive days off. This section does not limit the Employer's ability to make schedule changes with less notice in the event of illness, unexpected changes in workload or work demands, unexpected employee use of PTO or other leave, unexpected employee departure, a major operational emergency, breaking news, and/or by mutual agreement between the Employer and an employee. The Employer shall give as much notice as is practicable of such changes.

8. Alternative Schedules. Nothing in this Article shall prevent the Employer and an individual employee from mutually agreeing to an alternative schedule based on a different combination of days and hours, as well as non-consecutive days off. An employee may request discontinuance of such an alternative schedule and will be reassigned to a normal schedule as soon as practicable after the request is made, subject to operational needs.

9. Scheduling Exceptions. Sections 1, 2, 3, and 7 above do not apply to Sports Reporters and Sports Writers, given their job duties and/or hours. Except during football and basketball seasons, Sports Reporters and Sports Writers will not normally work more than forty (40) hours or more than five (5) days in any workweek, subject to changes in schedules required by illness, an unexpected change in workload or work demands, unexpected employee use of PTO or other leave, unexpected employee departure, a major operational emergency, breaking news, and/or by mutual agreement between the Employer and an employee.

10. Travel Time. Travel time shall be compensable time when required by applicable law.

11. Overtime Assignments. When the need for overtime arises, the Employer shall seek volunteers from among employees it determines to be qualified to meet its needs at the particular time. If mandatory overtime becomes necessary, it will be assigned to the least senior employee the Employer determines to be qualified to meet its needs at the particular time.

## **ARTICLE XXV REDUCTIONS OF THE WORKFORCE AND SEVERANCE**

1. When dismissals are to reduce the force, the Employer shall notify the Guild and affected employees at least fourteen (14) days before the effective date of such dismissal(s). The Employer shall also provide the Guild with a list of employees in the affected job classifications and their seniority dates. During the fourteen (14) day period following notification of dismissals to reduce the force, the Guild and the Employer will meet to discuss alternatives to reduce or eliminate the need for layoffs, including but not limited to voluntary layoffs, voluntary buyouts, and/or transfers to vacant positions within Gannett, if such alternatives are suggested by the Guild in a timely manner. To be clear, there will be no obligation on the part of the Guild to suggest any alternatives and no obligation on the part of the Employer to bargain over layoffs or suggested alternatives, which it the Employer may accept or reject in its sole judgment and discretion. Additionally, other than the requirement to discuss alternatives if suggested in a timely manner, the Employer's exercise of its judgment and discretion pursuant to these discussions shall not be subject to the grievance and arbitration provisions of this Agreement.

2. Dismissals to reduce the force shall be made in inverse order of seniority within the affected job classification, provided those remaining are qualified to perform the work required.

3. Job classifications for purposes of this Article are News Reporter, Photojournalist, Executive Assistant, and Sports Reporter (which includes Sports Content Coordinator) as well as any other job classification added to the bargaining unit during the term of this Agreement.

4. Guild represented employees may, at the Employer's discretion, be offered buyouts or the chance to participate in a voluntary early retirement program. The payment of any buyout or early retirement incentive shall be conditioned on the employee signing, and thereafter not revoking, a general waiver, release, and covenant not to sue drafted by the Employer.

## **ARTICLE XXVI SEVERANCE**

1. All employees who have completed at least 180 days of employment who are involuntarily terminated as a result of layoffs as provided in Article XXV (Reductions of the

Workforce) are eligible to receive severance pay. Severance will not be paid to employees terminated/dismissed for just and sufficient cause.

2. Severance pay as provided in Section 1 above for full-time employees shall be one (1) week of regular pay for each completed year of service or major portion thereof, up to a maximum of twenty-eight (28) weeks, with a minimum of three (3) weeks. Severance pay as provided in Section 1 above for part-time employees shall be calculated based on their average number of weekly hours worked over the twenty-six (26) week period prior to the effective date of their layoff.

3. For purposes of calculating severance pay, employees will receive credit for years of continuous service with Schurz Communications Inc. at the South Bend Tribune prior to GateHouse Media assuming ownership and for all continuous service for the South Bend Tribune thereafter. An employee will not receive credit for years of service that precede a break in service of more than six (6) months.

4. The payment of any severance shall be conditioned on the employee signing, and thereafter not revoking, a general waiver, release, and covenant not to sue drafted by the Employer that does not conflict with this Agreement.

5. Severance shall be paid bi-weekly pursuant to the Employer's normal payroll practices. Severance pay shall be based on an employee's regular base rate of pay, which does not include overtime or any special forms of compensation such as incentives, commissions, discretionary bonuses, or shift differentials.

6. In the event of the death of an employee during the payment of severance, the remaining payments shall be made to the employee's estate.

## **ARTICLE XXVII DIVERSITY AND INCLUSION**

1. 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.

2. For each bargaining unit position the Employer seeks to fill, whenever possible, the Employer will consider and, where appropriate, interview members of traditionally under-represented groups, including women, who meet the minimum qualifications and applied in a

timely manner for the position. The Employer will also consider qualified applicants referred by the Guild in a timely manner. However, nothing herein requires the Employer to delay the hiring process.

3. 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.

4. This Article is subject to the grievance but not the arbitration provisions of this Agreement.

### **ARTICLE XXVIII HOLIDAYS**

1. Holidays.

- a. All eligible full-time and eligible part-time employees shall have the following holidays with pay:

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

These holidays will be observed by the Employer on the days they are legally observed.

- b. To be eligible for holiday pay, an employee must work his/her last scheduled day immediately before the observed holiday and his/her first scheduled day immediately following the observed holiday. An employee's use of paid leave satisfies this obligation.
- c. Part-time employees are eligible for holiday pay only if they are regularly scheduled to work the day on which a holiday falls.
- d. A full-time, non-exempt employee whose regular day off falls on an observed holiday shall not be paid for the holiday but shall be given a paid day off within the same pay period, to be determined by the supervisor after consultation with the employee.

- e. Whenever one of these observed holidays falls within a full-time employee's vacation period, the day shall be paid as a holiday and shall not be treated as a vacation day.
- f. If an employee works on an observed holiday, the employee shall be paid a premium of one and one-half (1 ½) times his/her regular hourly rate for all hours worked on the holiday. There shall be no pyramiding of this premium rate with overtime or other premium rates; incremental holiday pay premiums will be credited against any required incremental overtime pay premiums.
- g. Whenever practicable, before assigning an employee to work on a holiday, the Employer shall first seek qualified volunteers for the assignment. Involuntary assignments of qualified employees shall be made by rotation on the basis of the last holiday shift worked.
- h. Eligible employees shall receive their base rate of pay times the number of hours the employee would have been regularly scheduled to work on the holiday when not required to work on an observed holiday.

2. Religious Holidays. Instead of any holiday in Section 1 above to which an employee is entitled, the employee may select any major religious holiday of their choice as a paid day off, subject to thirty (30) days' advance notice and mutual agreement between the Employer and the employee. Where such an agreement is reached, the holiday or holidays traded off shall not be deemed holidays for said employees for any purposes under this Agreement. Religious holidays in lieu of the recognized holidays in Section 1 above shall not be unreasonably denied.

3. Floating Holidays. In addition to the above, full-time employees shall receive three (3) floating holidays per calendar year, the specific dates to be approved by the employee's supervisor. Employee requests to use floating holidays shall not be unreasonably denied. Floating holidays are loaded into the employee's floating holiday bank on January 1 of each calendar year. Employees hired between January 1 and April 30 of a calendar year receive three (3) floating holidays to use in that calendar year. Employees hired between May 1 and August 1 of a calendar year receive two (2) floating holidays to use in that calendar year. Employees hired between September 1 and December 31 of a calendar year receive one (1) floating holiday to use in that calendar year. Floating holidays must be used within the calendar year in which they are credited to the employee's floating holiday bank and are not paid out if unused at the end of the calendar year or in the event of voluntary or involuntary termination.

## ARTICLE XXIX LEGALITY/STABILITY OF AGREEMENT

1. **Conformance with Law.** 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.

2. **Written Amendment Only.** The rights of the Employer as provided for in this Agreement cannot be limited or modified by custom or practice. No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Employer and the Guild unless made and executed in writing by the Employer and the Guild.

3. **No Waiver of Rights.** The failure of the Employer to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer to future performance of any such term or provision.

## **ARTICLE XXX ENTIRE AGREEMENT**

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. 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.

## **ARTICLE XXXI DURATION & RENEWAL**

1. This Agreement will commence on March 5, 2024 and will remain in full force and effect until March 4, 2026.

2. 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. Except as otherwise provided herein, during negotiations, this Agreement shall remain in full force and effect until such negotiations are lawfully terminated.

3. Prior to finalizing the sale of the South Bend Tribune or the sale of substantially all the assets of the South Bend Tribune, the Employer shall notify the purchaser of the existence of this Agreement and provide the purchaser with a copy of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GHM Indiana Holdings, Inc.  
d/b/a/ South Bend Tribune Corp.**

**The Chicago News Guild,  
Communications Workers of America  
Local #34071**

By: \_\_\_\_\_  
Ismail Turay, Jr.  
Executive Editor

By: \_\_\_\_\_  
Gayle Bell  
Local President

By: \_\_\_\_\_  
Andy Grimm  
President



**MEMORANDUM OF AGREEMENT  
(to be attached to CBA)**

This Memorandum of Agreement (“MOA”) is between GateHouse Media Indiana Holdings, Inc. d/b/a/ South Bend Tribune Corp. (“Company”) and Chicago News Guild-CWA, Local #34071 (“Guild”), collectively referred to herein as the “Parties.”

1. Notwithstanding any other provision in the collective bargaining agreement, effective the first full regular pay period after ratification, the hourly wage rate for Jordan Smith and Austin Hough will be increased to \$21.65.

2. The Parties agree this Agreement shall not be construed or cited as creating a custom, precedent, or past practice between them.

**GHM Indiana Holdings, Inc.  
d/b/a/ South Bend Tribune Corp.**

**The Chicago News Guild,  
Communications Workers of America  
Local #34071**

By: \_\_\_\_\_  
Ismail Turay, Jr.  
Executive Editor

By: \_\_\_\_\_  
Gayle Bell  
Local President

**MEMORANDUM OF AGREEMENT**  
**(to be attached to CBA)**

This Memorandum of Agreement (“MOA”) is between GateHouse Media Indiana Holdings, Inc. d/b/a/ South Bend Tribune Corp. (“Company”) and Chicago News Guild-CWA, Local #34071 (“Guild”), collectively referred to herein as the “Parties.”

**WHEREAS**, the Parties are negotiating their initial collective bargaining agreement;

**WHEREAS**, on or about December 12, 2022, the Guild filed an unfair labor practice charge at the National Labor Relations Board (NLRB) alleging that the Company eliminated the position of Photographer and unilaterally assigned that work outside the bargaining unit (NLRB Case 25-CA-308706; the “NLRB Charge”);

**WHEREAS**, the Company disputes the allegations in the NLRB Charge;

**NOW, THEREFORE**, to avoid the further time and expense of litigating the NLRB Charge, and to further ongoing collective bargaining, the Parties agree as follows:

1. The South Bend Tribune will hire a Photographer on or before April 1, 2024. If, despite good faith efforts, the Company has not been able to hire a suitable candidate by April 1, 2024, the Company will continue to recruit and will hire a Photographer as soon as possible after April 1, 2024. Upon request, the Company will provide the Guild with evidence of its good faith efforts to recruit a Photographer.
2. The terms and conditions of the Photographer’s employment will be governed by the terms of the Parties’ collective bargaining agreement.
3. In the event the Photographer leaves employment, the South Bend Tribune will hire a Photographer within four (4) months in order to ensure that there is at least one Photographer in the bargaining unit during the term of this Memorandum of Agreement.
4. The Guild will take all steps necessary to withdraw the NLRB Charge and discontinue all NLRB proceedings with respect to the NLRB Charge. The Guild will not reinstate the NLRB Charge and otherwise prosecute the allegations raised in that charge in any other manner, forum and/or jurisdiction. The actual dismissal of the NLRB Charge (and the Complaint based on the NLRB Charge) is a material part of this Memorandum of Agreement and the South Bend Tribune will have none of the obligations in Section 1 through 3 unless and until the NLRB closes all proceedings with respect to the NLRB Charge and the Complaint based on that NLRB Charge.
5. This Agreement is the result of negotiation between the Guild and the Company and fully and finally resolves and waives any and all claims and/or disputes between the Guild and the Company concerning the allegations in the NLRB Charge.

6. The Parties agree that the terms of this Memorandum of Agreement will remain in effect until March 4, 2026.

7. This Agreement sets forth the entire understanding between the Parties and merges and supersedes all prior discussions, agreements, arrangements and understandings of every kind and nature, written or oral, regarding the NLRB Charge.

8. The Parties agree this Agreement shall not be construed or cited as creating a custom, precedent, or past practice between them and may not be used as evidence in any subsequent grievance, arbitration or other proceeding between the Parties, other than a proceeding to enforce the terms of this Agreement, which is enforceable through the Grievance/Arbitration procedures in the Collective Bargaining Agreement, but culminating in expedited arbitration in accordance with the FMCS (Federal Mediation and Conciliation Service).

9. The signatories to this Agreement hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto, including all Guild members, to the terms and conditions hereof. The Guild signatory represents and warrants that he/she has taken all steps, including obtaining ratification if necessary and/or required by Guild bylaws and policies, to obtain the necessary authority to enter into this Agreement on behalf of the Guild and its members.

**GHM Indiana Holdings, Inc.  
d/b/a/ South Bend Tribune Corp.**

**The Chicago News Guild,  
Communications Workers of America  
Local #34071**

By: \_\_\_\_\_  
Ismail Turay, Jr.  
Executive Editor

By: \_\_\_\_\_  
Gayle Bell  
Local President

**MEMORANDUM OF AGREEMENT  
(to be attached to CBA)**

This Memorandum of Agreement (“MOA”) is between GateHouse Media Indiana Holdings, Inc. d/b/a/ South Bend Tribune Corp. (“Company”) and Chicago News Guild-CWA, Local #34071 (“Guild”), collectively referred to herein as the “Parties.”

1. On behalf of the bargaining unit, the Guild agrees to waive any claim with respect to holiday pay and/or time off for Martin Luther King, Jr. Day (January 15, 2024).

2. The Parties agree this Memorandum of Agreement shall not be construed or cited as creating a custom, precedent, or past practice between them.

**GHM Indiana Holdings, Inc.  
d/b/a/ South Bend Tribune Corp.**

**The Chicago News Guild,  
Communications Workers of America  
Local #34071**

By: \_\_\_\_\_  
Ismail Turay, Jr.  
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By: \_\_\_\_\_  
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Local President