

**Collective Bargaining Agreement**

**Between**

**H.S. Gere & Sons, Inc. (a corporation hereinafter known as the Gazette)**

**And**

**The Providence Newspaper Guild-CWA, Local 31041**

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**GUILD CONTRACT**

This contract is made this 1<sup>st</sup> day of January, 2024, between H.S. Gere & Sons, Inc., a corporation hereinafter known as the Gazette ~~or the Employer~~, and the Providence Newspaper Guild-CWA, Local 31041 chartered by The NewsGuild-CWA (AFL-CIO, CLC), hereinafter known as the Guild.

**ARTICLE I**

**RECOGNITION**

**&**

**UNION SECURITY/CHECKOFF**

Section 1.1. Recognition. The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for employees who are members of the bargaining unit as set forth in Case 01-RC-230891.

Section 1.2. Bargaining Unit. (a) Included: All full-time and regular part-time employees employed by the Employer.

(b) Excluded: Confidential employees, managerial employee, and guards, professional employees and supervisors as defined in the Act.

Section 1.3. New Positions. In the Event the Employer creates a new position and assert it to be excluded (e.g., managerial, supervisory or confidential under the National Labor Relations Act

("Act"), it shall notify the Guild in writing not less than two (2) weeks prior to establishing such a position. The parties shall meet within ten (10) calendar days of receipt of such notice for the purposes of discussing the Employer's exemption assertion. If no agreement is reached within five (5) calendar days of such meeting, the Employer may designate the position as exempt. Either party may submit the issue for resolution in a unit clarification proceeding or other appropriate proceeding before the National Labor Relations Board ("Board").

Section 1.4. Union Security. (a) The Employer shall require as a condition of employment of each employee covered by this Agreement that the employee be and remain a member in good standing of the Guild no later than the thirtieth (30<sup>th</sup>) day following either the date of the first Guild contract legally enforceable under the Labor Management Relations Act or the date of hiring, whichever is later.

(b) The Guild shall admit to membership any employee applying for it upon the employee's payment of the membership dues uniformly required by the Constitution & Bylaws of the Guild.

(c) If the Guild terminates the membership of any employee upon some ground other than the employee's failure to tender periodic dues uniformly required as a condition of maintaining membership in the Guild, the Employer shall not be required to discharge the employee.

Section 1.5. Checkoff. (a) Upon an employee's voluntary written assignment, the Employer shall deduct from the bi-weekly earnings of such employee and pay to the Guild not later than the 10<sup>th</sup> day of the month following the month in which payment is made an amount equal to the Guild's initiation fees, dues, and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain in effect on accordance with the terms of such assignment.

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

(c) The Guild agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability, including without limitation, liability under the provisions of any Federal or State statute, that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provision of this Section 1.5.

## ARTICLE II

### JURISDICTION & WORK ASSIGNMENTS

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

(b) To the extent this Agreement permits assignment of bargaining unit work to employees other than those who are currently in the bargaining unit, the Union is not waiving any right that it may have to claim to represent any such employee(s). In this respect such language is intended to be lawful work assignment language consistent with the NLRB's decisions in *Antelope Valley Press*, 311 NLRB No. 50 (1993) and *Bremerton Sun Publishing Co.*, 311 NLRB No. 51 (1993).

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

#### I. Editorial Department.

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

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

(ii) Freelancers and student correspondents, including student correspondents from the University of Massachusetts and other college journalism programs, have been used for decades and may continue to be used so long as their use does not directly result in the layoff of a bargaining unit employee;

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

(iv) Subject to (c) below, there is no limitation on the sharing of content produced by journalists employed by the other publications of any subsidiary of Newspapers of New



England, Inc., parent of the *Gazette* (“other NNE publications”), including but not limited to the *Greenfield Recorder*, the *Concord Monitor*, the *Valley News* and the *Monadnock Ledger-Transcript*;

(v) There is no limitation with respect to generating content for special projects of regional or statewide interest, expressly including University of Massachusetts sports event coverage; and

(vi) There is no limitation of the use of wire or syndicated content, hub services, or other such content providers.

(b) The only limitations on the Employer’s right to assign news coverage, content generation, and any other Editorial work are those set for in this Section 2.1 I (c). Local news is the coverage of events in a local context. Local newsgathering within Hampshire County, Shutesbury and Leverett in Franklin County, and Holyoke and West Springfield in Hampden County and is recognized as bargaining unit work with respect to which the parties agree as follows:

(i) Local news content shall not be produced by journalists employed by other NNE publications on a recurring basis provided further that this shall not limit a journalist employed by another NNE publication from producing content that also constitutes local news for the publication s/he works for as long as it is consistent with existing practice prior to this agreement.

(ii) Local news content may be produced by journalist employed by other NNE publications in the case of an emergency or in situations where a bargaining unit employee is not reasonably available, for example, in the case of illness, injury or vacation of bargaining unit employees;

(iii) Breaking local news content may be produced by journalists employed by other NNE publications in instances where such journalists are best situated to provide such coverage, for example, a non-unit journalist who happens to be in the vicinity of where a fire has just broken out. Such situations are anticipated to be infrequent; and

(iv) In the event a sports event includes a team normally covered by any other NNE publications, coverage may be assigned to journalists employed by that other publication.

(c) The Guild’s jurisdiction with respect to editorial work and related activities does not extend to any work not performed by bargaining unit employees immediately before the effective date of the 2021 Agreement.

## II. Circulation Department.

(a) The jurisdiction of the Guild with respect to the work of the Circulation Department is the work normally and presently performed within the bargaining unit, provided there is no restriction on supervisors and managers performing such bargaining unit work.

## III. Accounting Department.

(a) The jurisdiction of the Guild with respect to the work of the Accounting Department is the work normally and presently performed within the bargaining unit, provided there is no restriction on supervisors and managers performing such bargaining unit work.

## IV. Advertising Department.

(a) The jurisdiction of the Guild with respect to the work of the Advertising Department is as provided herein, provided there is no restriction on supervisors and managers performing such bargaining unit work. This Section 2.1 (IV) is subject to the Letters of Understanding set forth at Appendix B (Sale of advertising outside of Gazette Territory).

### (b) Cross-Selling.

(i) Where feasible, each advertising account will be served by only one (1) sales representative ("sales rep").

(ii) Except as otherwise provided herein or by mutual agreement of the Employer and the Guild, unit sales reps shall represent all advertisers located in Hampshire County and the following municipalities: Whately, Sunderland, Leverett, Shutesbury, Holyoke and West Springfield (the "Gazette Territory").

(iii) If an advertiser has offices in Franklin County (other than in Whately, Sunderland, Shutesbury, Leverett) and offices in the Gazette Territory, but the primary office is located in Franklin County (other than in Whately, Sunderland, Shutesbury, Leverett), then a sales rep from the Greenfield Recorder shall be the sole sales rep for all advertising placed by that advertiser, whether in a publication of the Company or any other publication. Similarly, if an advertiser has offices in Hampshire County or in Whately, Sunderland, Shutesbury, Leverett, Holyoke or West Springfield and elsewhere in Franklin County, and the primary office is located in the Gazette Territory, then a sales rep from the unit shall be the sole sales representative for all advertising placed by that advertiser, whether in a publication of the Company or any other publication. By way of illustration, and not limitation, Greenfield Savings Bank is represented by a sales rep from the Greenfield Recorder even if advertising runs in the Gazette, and Florence Savings Bank is represented by a sales rep from the unit even if advertising runs in the Greenfield Recorder.

(iv) Greenfield Cooperative Bank's subsidiary Northampton Cooperative Bank shall be represented by a unit ad sales rep unless Greenfield Cooperative Bank requests a single sales rep.

(v) It is recognized that Cooley Dickinson Hospital is a house account and thus is not represented by any sales rep and no commission is paid on such advertising.

(c) Digital Advertising.

(i) There shall be no restrictions on the sale, solicitation, management, or distribution of digital advertising, which may be sold, solicited, managed and/or distributed by bargaining unit employees, employees of Newspapers of New England, Inc.'s digital division, or by third-parties or persons using any technology available at any time.

(ii) With respect to digital advertising that is sold by NNE Digital Staff for which sales reps in the bargaining unit have jurisdiction under V (b) (Advertising Department | Cross-Selling), through and including (expiration date of this Agreement) the Company will pay sales commissions to the appropriate bargaining unit sales rep, provided that after (expiration date of this Agreement), this obligation shall cease. So there is no misunderstanding, this provision does not change the obligation of sales reps to make their best efforts to sell digital advertising.

(d) Preprints. The jurisdiction of the Guild with respect to preprints is the work normally and presently performed within the bargaining unit, provided there is no restriction on supervisors and managers performing such bargaining unit work.

(e) New Work. The Guild's jurisdiction with respect to advertising sales work and related activities does not extend to any work not performed by bargaining unit employees immediately before the effective date of the 2021 Agreement.

(f) Advertising Support. Advertising support work sufficient to support a single advertising position will be assigned to the bargaining unit. Otherwise the assignment of such work shall be at the Employer's discretion. This Section 2.1 (V)(f) is subject to the Letter of Understanding set forth at Appendix A concerning Jennifer Levesque and James Curran.

## ARTICLE III

### MANAGEMENT RIGHTS

Section 3.1. Management Rights. The Guild agrees that the Employer has and will continue to retain the sole and exclusive right to manage its operations and retains all statutory, common law and/or inherent management rights, whether exercised or not, unless specifically and expressly abridged, modified or deleted by the provisions of this Agreement. Such management rights include, but are not limited to, the Employer's rights, in its sole and exclusive judgment and discretion, to determine the number of employees to be employed; to hire employees and set their initial salaries at not less than the minimums provided for in this Agreement; to determine employees' qualifications and assign and direct their work; to transfer, layoff, and recall employees; to set reasonable performance levels; to maintain the efficiency of the operations; to determine the personnel, methods, means, facilities, and equipment by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to discipline and discharge employees for just cause; to expand, reduce, alter, combine, transfer, assign or cease any job, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer; to install or introduce new or improved services, processes, methods of operation, procedures and/or equipment; and to otherwise direct employees.

Section 3.2. Policies, Rules, and Regulations. (a) Nothing in this Agreement shall prohibit the Employer from unilaterally instituting or unilaterally altering from time to time lawful rules and regulations, not inconsistent with the express terms of this Agreement, to be observed by employees, including but not limited to rules relating to attendance; reporting traffic violations and the effects of same; personal appearance and grooming (including dress codes); assault, fighting, name calling, profanity, obscene language, bullying, retaliation or harassment of any kind; sabotage or damage to property or equipment or personal effects; horseplay; discourtesy to co-workers or others; dishonesty, theft, or maliciously false statements; moonlighting or working for a competitor; the use of mobile phones, PDAs, and other digital devices in the workplace or during working time; social media and internet policies; recording of time, record keeping, or falsification of records or applications for employment or promotion; insubordination including but not limited to the refusal to follow a work order, accept a job assignment, perform overtime, or work on a holiday; drug and or alcohol use or possession; possession of firearms or other weapons, or explosives on Employer premises, in Employer vehicles, or on Employer time; the handling of confidential, proprietary, or personal information; ethics codes; and incompetence, negligence, or the failure to be efficient or productive.

(b) Bargaining unit employees are subject to the workplace policies that are currently in effect for all employees. The Employer shall provide the Guild with not less than two (2) weeks advance notice of any new policy or standard of conduct, or change to any existing policy or standard of conduct, materially affecting bargaining unit employees. Upon request, the Employer will bargain

in good faith over any such changes or new policies for a period of thirty (30) calendar days from the date of notice to the Guild.

(c) Notwithstanding (b) immediately above, with respect to COVID-19 related policies, related government mandates, and related CDC guidelines, the Employer shall provide the Guild with not less than three (3) calendar days' notice (excluding Saturdays and Sundays) and upon request, bargain with the Guild over such matters for a period of up to five (5) consecutive days from the date of notice to the Guild with respect to such matters.

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

#### ARTICLE IV

##### NO STRIKE/NO LOCKOUT

Section 4.1. No Strike. There shall be no strikes of any kind, including sympathy strikes, acts honoring a picket line, sit downs, slow downs, intermittent strikes, work stoppages or boycotts of any kind, during the term of this Agreement. The Guild agrees that it will not authorize, ratify or condone any such activity proscribed herein.

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

#### ARTICLE V

##### NEWS INTEGRITY

Section 5.1. Employer Control of Content and Editorial Integrity. (a) The Employer retains absolute discretion to determine the content of its newspaper or any other publication, such as the choice of material to go into the newspaper, and the decisions made as to limitations on the size and content of the newspaper, and the treatment of public issues and public officials. So there is no misunderstanding, nothing in this Agreement shall be construed as waiving or modifying the Employer's rights under the First Amendment.

(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 V or any other provision of this Agreement limits the Employer's rights set forth in this Section 5.1, such rights being limited only to the extent provided at law.

Section 5.2. No Distortions or Falsehoods. An employee shall not be permitted or required to process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false.

Section 5.3. Bylines/Credit Lines. (a) Prepublication, for reasons of journalistic integrity, an employee may withhold her/his byline/credit line from content s/he created or contributed to, provided that the employee has conferred with the employee's manager concerning any objections in order to provide the Employer the opportunity to address any concerns. The Employer may run the story in its discretion in the absence of such byline/credit line.

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

Section 5.4. Privilege against Disclosure and Authentication. (a) All documents, recordings, notes and other materials created by an employee in the course of the employee's employment with Employer, including all notes and recordings of interviews and other work, are the Employer's property, and all documents, records, recordings, or other matter provided to or obtained by the employee from a third party shall be handled in a manner similar to documents, recordings, notes, or other materials created by an employee in the course of the employee's employment with Employer.

(b) Except as otherwise provided below, no employee shall be requested to give up custody of notes, records, or documents, or disclose knowledge or information concerning same to any party except the Employer and/or its representatives.

(c) 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.

(d) 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.

(e) Except pursuant to a court order, the Employer and his representative shall not release to third persons and employee's unpublished notes, records, or documents, nor shall the Employer release

any other unpublished information gathered by employees within the scope of his/her employment as part of the newsgathering process.

(f) The Employer agrees that in the event an employee is the subject of a subpoena, or is named as defendant in a legal action arising from the employee's role in the preparation of a published news story or from the employee's refusal to authenticate or disclose the source of a news account, counsel will be provided by the Employer for the employee's defense. The Employer also agrees to indemnify the employee against damages, loss of salary, benefits, and any other expenses incidental to a defense of the subpoena or the action.

The foregoing provision shall apply should an employee be called before a grand jury, legislative investigative panel, or other duly constituted legal commission or authority as a result of a published news story or from the employee's refusal to authenticate or disclose a source. However, the provision of counsel by Employer and/or the obligation to indemnify the employee shall be optional with the Employer where the issue is the employee's refusal to comply with an outstanding court order for the identification of a source, the production of documents, or the appearance before a court of tribunal to give testimony concerning any aspect of the newsgathering process.

The foregoing provisions 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.

(g) The Employer's obligations as specified in this Section 5.4 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.

Section 5.5. No Exploitation of Position. No employee shall exploit her/his position with the newspaper for personal gain or in the course of outside work without the express written permission of the Employer.

## ARTICLE VI

### HIRING

Section 6.1. No Discrimination in Hiring. In accordance with applicable law, there shall be no discrimination against a prospective employee because of her/his membership or non-membership in the Guild or because of age, sex, race, ethnicity, color, creed, national origin, sexual preference, sexual orientation, gender identity, gender expression, religion, veteran status, marital or parental status, physical and mental disabilities, or other legally protected status or classification. The Parties agree that the remedy under this Section shall not be pursued concurrently through the

grievance and arbitration provisions and complaints in administrative agencies or lawsuits in court, state or federal. If an employee or employees file a discrimination complaint under state or federal law, the Guild shall not file a grievance concerning the discrimination complaint and shall withdraw any grievance pending concerning the matter.

Section 6.2. Posting of Vacancies. (a) The Employer shall post open positions within the bargaining unit generally describing the job and its qualifications. A copy of the posting shall be provided to a Guild representative who is a member of the bargaining unit and may be provided electronically.

(b) The Employer shall notify the Guild of each vacancy and shall give consideration to the hiring of candidates recommended by the Guild.

Section 6.3. Selection of Candidate. The Employer retains the right to judge the competency, qualifications and abilities of applicants and shall determine and select the best qualified candidate. If an employee who applied for a transfer or promotion is not selected, they will be notified and upon the employee's request, a representative of management will meet with the employee to discuss why the employee was not selected.

Section 6.4. New Hire Orientation. The Employer shall provide a sixty (60) minute period during the first week of employment for bargaining unit members to for a union representative to meet with newly hired bargaining unit members to discuss the parties' rights and obligations under the collective bargaining agreement, and the union's perspective of the value of membership. This meeting shall be scheduled at a time mutually agreeable to the Parties and held during normal working hours in a meeting room provided by the Employer. No management employee or designee shall be present at the meeting. Such meeting shall be on paid time for the new employees.

## ARTICLE VII

### ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 7.1. Assignments of Work. (a) Work assignments and changes therein shall be made at the Employer's discretion. Reporters, photographers, and copy editors may be assigned any work without regard to job title. Assignments shall not be used for punitive purposes. Such assignments may be temporary and/or intermittent in nature, depending on the needs of the newspaper. Other assignments may be regular rather than temporary or intermittent, but shall not be of a nature, by way of example, to make a reporter a de facto photographer or copy editor.

(b) The Employer recognizes that employees might not have as much expertise in performing new assignments not traditionally associated with their job title, but employees shall make a fair and reasonable effort to perform those new duties and functions to the best of their ability, provided further that any discipline under this Section shall be in accordance with Section 10.1 (b).

(c) Employees shall perform all work assigned for the *Gazette*.



Section 7.2. Transfers. No employee shall be transferred by the Employer to a position outside of the bargaining unit, including to a subsidiary, related, or parent company of the Employer, without the employee's consent. Additionally, no employee shall be required to accept a transfer requiring a change of residence, such as reassignment to a bureau in another city, without the employee's consent

Section 7.3. Promotions. No employee shall be required to accept a promotion outside the bargaining unit without the employee's consent.

## ARTICLE VIII

### INFORMATION TO THE GUILD

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

- a. Name, address, sex, and date of birth;
- b. Minority status and disability (in each case as identified by the employee);
- c. Date of hire;
- d. Classification and job title (if different);
- e. Number of years of experience in the position hired for (to the extent known);
- f. Anniversary date (if different from date of hire);
- g. Full-time or part-time (if part-time, average number of hours per week); and
- h. Salary and other forms of monetary compensation.

In addition, the Gazette shall annually provide the information provided to the Equal Employment Opportunity Commission on form EEO-1 annually regarding gender, race and ethnicity.

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

1. All merit increases granted by name of employee, individual amount, resulting new salary, and effective date;
2. Changes in job title, any salary changes by reason thereof, and effective date; and
3. Resignations, retirements and deaths and any other revisions listed in Section 8.1 and effective dates.

**Section 8.3. Information concerning New Hires.** Within two (2) weeks after the hiring of a new employee, or when thereafter available, the Gazette shall furnish the Guild in writing with the data specified in Section 1 for each new employee.

**Section 8.4. Information Readability.** The Gazette shall provide information as described in this Article in a mutually agreeable format, which for the quarterly reports pursuant to Section 1 shall be in a mutually agreeable spreadsheet format.

**Section 8.5. Personnel File.** The Gazette shall furnish to the employee, and place in the employee's personnel file, a copy of any written commendation or reprimand, and of any performance evaluation. An employee shall have the right to review such personnel file at any time, and upon request shall be provided copies of any material in the file. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

## ARTICLE IX

### GRIEVANCE & ARBITRATION PROCEDURE

**Section 9.1. Grievance Committee.** The Guild shall designate a committee of its own choosing to take up with the Company or authorized agent any matter arising from the application of this Agreement or affecting the relations of an employee and the Employer.

**Section 9.2. Time Limits / Grievance Meeting.** Within thirty (30) calendar days of the time an affected employee or the Guild becomes aware of the occurrence giving rise to the grievance the employee having a grievance and/or the Guild steward or representative shall present the grievance to the employee's most immediate supervisor who is not a member of the bargaining unit. The Company agrees to meet with the committee within five (5) days of request for such a meeting. Efforts to adjust grievances shall be made on Company time. This timeline may be extended by mutual agreement of the parties.

**Section 9.3. Arbitration.** Any matter involving the interpretation, application, administrative or alleged violation of this Agreement (except renewal of this Agreement), including any question as to whether a matter is arbitrable, not satisfactorily settled within thirty (30) days of its first consideration, may be submitted to final and binding arbitration by the Guild. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. The costs of such arbitration shall be borne equally by the parties, except no party shall be obligated to pay any part if the cost of a stenographic transcript without express consent. If any party refuses to pay its share of the cost of a stenographic record of the hearing, the party waives its right to receive or view any copy of the transcript or the original transcript.

Section 9.4. Expedited Arbitration. Upon request by the Guild, any matter described in Section 3 above shall be submitted to expedited arbitration. Such final and binding arbitration shall be conducted pursuant to the expedited labor arbitration rules of the American Arbitration Association provided each party shall have the right to file a post-hearing brief no later than ten (10) day following the close of the hearing. If such a brief is filed, AAA deadlines shall be extended accordingly. The costs of such expedited arbitration shall be borne equally by the parties.

## ARTICLE X

### DISCIPLINE, DISCHARGE, DISMISSAL

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### UNLAWFUL DISCRIMINATION

Section 10.1. (a) No Discrimination. In accordance with applicable law, there shall be no discrimination against any employee by the Employer or the Guild with respect to any term and condition of employment, including but not limited to the continuation of employment, because of her/his membership or non-membership in the Guild or because of age, sex, race, ethnicity, color, creed, national origin, sexual preference, sexual orientation, gender identity, gender expression, religion, veteran status, marital or parental status, physical and mental disabilities, or other legally protected status or classification. The Parties agree that the remedy under this Section shall not be pursued concurrently through the grievance and arbitration provisions and complaints in administrative agencies or lawsuits in court, state or federal. If an employee or employees file a discrimination complaint under state or federal law, the Guild shall not file a grievance concerning the discrimination complaint and shall withdraw any grievance pending concerning the matter.

(b) Discipline, Discharge, and Dismissal. Except for new employees within their ninety (90) day probationary period, there shall be no discipline or dismissal except for just and sufficient cause. Dismissal to reduce the force, as distinguished from dismissal for just and sufficient cause, shall be the right of the Employer.

Section 10.2. Dismissals to Reduce the Force. (a) When the Employer determines dismissals are necessary to reduce the force or for the efficiency and/or economy of the operation, it shall determine which positions are affected and shall follow the procedure set forth below.

(b) Except for advertising sales representatives, reductions in force pursuant to 10.2(a) shall be in the inverse order of seniority within the specific classification being reduced.

(c) The classifications for this Section 10.2 are:

(1) Business/Advertising Service Associate

- (2) Advertising Sales Representatives
- (3) Circulation Customer Service
- (4) Circulation Support
- (5) Editorial Graphic Design
- (6) Advertising Support
- (7) Editor, Senior Writer/Associate Editor
- (8) Paginator
- (9) Newsroom Clerk
- (10) Photojournalist
- (11) Reporter
- (12) Sports Reporter

(d) The Company shall provide two (2) weeks' notice of a reduction in force to the Guild or, if it chooses, two (2) weeks' pay to employees to be eliminated in lieu of two (2) weeks' notice. If two (2) weeks' notice is provided, the Company shall seek volunteers for the position(s) to be eliminated, but the employer retains the sole and absolute discretion to reject the request of any employee volunteering to take the place of another employee whose position is being eliminated.

(e) The Company, at its sole discretion, may offer voluntary termination incentives.

## ARTICLE XI

### SEVERANCE PAY

Section 11. Severance Pay. A regular full-time employee terminated pursuant to a reduction in the force only (and not as a result of discharge) shall be eligible for severance pay in accordance with the following:

(a) Employees shall receive severance pay of one (1) week of pay for each year of service up to fifteen (15) weeks, but no less than four (4) weeks.

(b) From severance pay, the Employer shall deduct any levy of tax which the employee is subject under federal, state, or local law. In addition, the Employer shall pay for three (3) months the full cost of the medical plan and coverage level in effect the month prior to notice of layoff.

(c) To receive severance pay an employee must sign, and thereafter not revoke, a waiver, release and covenant not to sue as drafted by the Employer in substantially the form attached as Attachment A.

## ARTICLE XII

### WAGES & SALARIES

Section 12.1. Minimum Hourly Rates. Employees shall be paid the not less that the hourly rates set forth below:

#### **Accounting**

Business/Advertising Associate: \$17.00

#### **Circulation**

Circulation Assistant/Collections: \$17.00

Receptionist/Customer Service: \$17.00

Circulation Support: \$17.00

#### **Editorial**

Arts Editor: 18.25

Listing/Calendar Editor: \$18.25

Editor, Senior Writer/Associate Editor: \$18.25

Paginator: \$17.00

Photojournalist: \$17.00 (Hire) | \$18.70 (after two (2) years' service with the Daily Hampshire)

Reporter, Sports Reporter: \$17.00 (Hire) | \$18.70 (after two (2) years' service with the Daily Hampshire)

#### **Advertising/Operations**

Receptionist/Classified Sales/Preprint Support: \$16.50 + commission

Advertising Support/Graphic Designer: \$17.00

Advertising Sales Representative: per Section 12.2

Section 12.2. Commissions. The base salary for Advertising Sales Representatives shall be \$26,000 per year plus commission, with a total target compensation of at least \$58,000 annually.

Print commission rates for 2024 will vary based on territory, with digital commissions paid at double the print commission rate. Representatives who achieve five percent (5%) percent above their quarterly goal shall earn an additional one percent (1%) of total revenue for each such quarter. Additional spiffs may be added on specific products at the discretion of the Employer.

Commission rates shall be reset annually on budgeted sales goals to achieve the total annual target compensation of at least \$58,000 for each representative. Annual budgeted sales goals, reset annually, will be based on Employer's good faith projections of estimated annual revenue for each territory. All commissions shall be net credits and other adjustments.

Monthly sales goals, based upon annual budgets, and territories shall be set and communicated to Advertising Sales Representatives no later than January 31 of each year, provided that the January monthly sales goal for Advertising Sales Representatives shall be set and communicated to them prior to January 1.

Inactive accounts (not contacted for more than 90 days or one year for seasonal accounts) are open to be called on by other Advertising Sales Representatives covered by this Agreement. The Company retains the right to assign accounts at management's discretion. (if an advertiser requests it or for better function), and in its sole discretion, to modify territories and commission plans on 30 days' notice, with the aim that such modifications still aim at the target compensation of at least \$58,000 annually.

The Company shall offer necessary educational trainings on any and all products that Advertising Sales Representatives are required to sell.

Section 12.3. General Increases. (a) Effective the first payroll period following their anniversary date in 2024 and 2025 only, bargaining unit employees (other than advertising sales representatives paid commissions) will receive a three percent (3%) increase in their regular straight-time hourly rate in 2024 and a three percent (3%) increase in 2025. Increases after December 31, 2025 shall be as agreed to in future negotiations.

Section 12.4 Retroactivity. Employees whose anniversary date has occurred in 2024 prior to ratification of the Agreement shall receive such increase retroactively. The General Increase shall be applied after the application of any step increase due an employee.

Section 12.5. Signing Bonus. In consideration for acceptance of this Agreement, the Employer shall pay a signing bonus in the gross amount of \$200, less applicable deductions, to all regular full-time bargaining unit employees (including employees paid commissions) then on the payroll (\$100 to part-time bargaining unit employees), to be paid the first full payroll period following written notice of acceptance. Employees employed for less than one (1) year shall receive a pro-rata bonus

### ARTICLE XIII

#### GENERAL WAGE PROVISIONS

Section 13.1. Pay Classifications. At the time of hire, promotion, or transfer, the Employer shall determine the classification of employees covered by this Agreement.

Section 13.2. Pay Above Minimums. (a) The Employer, at its sole discretion, may start and/or pay an employee at rates above the minimums set forth in Article XII.

(b) This Section 13.2 is not subject to the grievance or arbitration provisions of this Agreement.

Section 13.3. Discretionary Pay. (a) The Employer at its sole discretion may grant discretionary increases. Similarly, the Employer may also grant discretionary bonuses. The granting, withholding, timing or amount of discretionary bonuses is within the sole discretion of the Employer and is not subject to the grievance or arbitration provisions of this Agreement.

(b) Employees paid above the contractual minimums shall retain their pay above the minimum increment when wages are increased, provided that this shall not apply to increases granted while an employee is progressing to a higher but contractually required minimum. Pay granted above the contractual minimums as provide for in the prior sentence cannot be taken away during the term of this Agreement, provided it is understood that this subsection (b) does not apply to bonus payments. This subsection (b) is subject to the grievance and arbitration provisions of this Agreement.

### ARTICLE XIV

#### HOURS, PREMIUM PAY & OVERTIME

Section 14.1. Normal Workday. (a) The normal workday for full-time employees consists of eight (8) hours. The normal workday for part-time employees shall be as assigned by the

Employer. The normal workday may be interrupted by an unpaid lunch and a paid break as assigned or authorized by the Employer.

(b) Employees may take one 15 minute paid break per day, which will be counted as time worked toward their daily hours. This one paid break replaces all other breaks.

(c) Employees may take up to an hour for an unpaid lunch, 15 minutes of which will be paid if the paid break is used during this time.

Section 14.2. Normal Workweek. The normal workweek for full-time employees is forty (40) hours. The normal workweek for part-time employees is less than forty (40) hours. By mutual agreement between the Employer and the employee full-time employees may work less than forty (40) hours but at least thirty (30) a week and shall still be considered full-time employees for purposes of this Agreement.

Section 14.3. (a) Overtime. In accordance with applicable law, overtime shall be paid for all work in excess of forty (40) hours per week. The Employer shall compensate for all overtime at the rate of time and one-half (1-1/2). Employees shall only be permitted to take compensatory time off to the extent permitted by law.

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

Section 14.4. 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 and the employee is non-exempt.

Section 14.5. Work Schedules. Work schedules for full-time employees shall be set at least two (2) weeks in advance of the workweek to which they apply and shall set forth the normal starting times and the days normally worked during the week. Consistent with business and operational needs, where possible an employee's regular scheduled starting time shall not vary from one regular shift to the next within a scheduled workweek. The Employer shall strive to make days off consecutive. This section does not limit the Employer's ability to make schedule changes with less notice in the event of illness or other unexpected employee absences, because of breaking news, or for other legitimate business reasons, provided further that the Employer may not require the employee to work on a scheduled vacation or personal day other than by mutual agreement with the affected employee.



## ARTICLE XV

### HOLIDAYS & PERSONAL DAYS

Section 15.1. (a) Holidays. Subject to 15.1(d), employees shall have the following holidays off:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (Third Monday in January)
- Memorial Day (Last Monday in May, or as federally observed)
- Independence Day (July 4)
- Labor Day (First Monday in September, or as federally observed)
- Thanksgiving (Fourth Thursday in November, or as federally observed)
- Christmas (December 25)

When a holiday falls on a Saturday or Sunday, the Company will observe the previous Friday or the following Monday as the holiday.

(b) Substitute Day of Cultural or Religious Significance. An employee may substitute another religious day or other day of cultural significance in lieu of Christmas off, provided that the employee's supervisor has been notified of the change at least two (2) weeks prior to the substituted day.

(c) Holiday Pay. Holiday pay will be calculated based on the employee's straight-time pay rate multiplied by the number of average daily hours worked each week, up to a maximum of 8 hours. For example, an employee who works 35 hours a week would be paid for seven hours on a holiday.

(d) Working Holiday Pay. Eligible non-exempt (Wage & Hour) employees who are required to work on the holiday, other than advertising representatives who are paid a commission, will be paid one and one half times the hours worked. If an eligible employee works on any of the seven (7) holidays named in Section 15.1 (a), the employee will receive wages at one and one-half times their straight-time rate for the hours worked on the holiday plus, at the employee's election, either holiday pay as calculated in Section 15.1 (c) or an alternative day off to be taken on a day mutually agreed to by the Employer and the employee.

(e) Holiday during Vacation. If a holiday falls during an employee's vacation, the employee will be paid for the holiday at his or her regular straight-time rate of pay. The holiday shall not be counted as vacation time.

(f) Holidays/Personal Days and Overtime. Paid time off for holidays or personal days are not counted as hours worked for the purposes of determining overtime. That means, for example, that employees who actually work 40 hours in a holiday week, but do not work on the holiday, will be paid for 48 hours at the regular hourly rate without overtime, 40 hours of work plus eight hours of holiday pay.

Section 15.2. Personal Days. (a) In addition to the holidays previously listed, employees receive two (2) paid personal days per year. To be eligible, employees must complete 90 calendar days of service. Personal days shall be scheduled at such times as are mutually agreed to by the employee and the Employer. Personal days do not carry over from year to year and if not taken by year's end are lost. Additionally, a request to substitute one (1) personal holiday for any federal holiday not named in Section 15.1(a) shall not be unreasonably denied provided the employee's supervisor has been notified of the change at least two (2) weeks prior to federal holiday to be taken as a personal day.

## ARTICLE XVI

### VACATIONS

Section 16.1. Vacations. (a) Regular full-time employees, who by the end of the calendar year will have employment service as set forth below, are eligible to earn and use paid vacation time as determined by the Employer in accordance with the following schedule:

<u>Employment Service</u>	<u>Days of Vacation</u>
Upon Initial Eligibility	Ten (10) days
After one (1) year	Fifteen (15) days
After seven (7) years	Twenty (20) days

New employees are eligible to use vacation time after completing their ninety (90) day probation period.

After 90 days, and during the first calendar year of service, the employee earns a prorated share of two weeks' vacation based upon the number of days they worked in their initial calendar year.

After completing one full year of service, the employee will receive a prorated share of three weeks' vacation based upon the number of days remaining in the calendar year after their hire anniversary date. Beginning on the January 1 after the employee has worked at least a full year, the employee will receive three weeks of vacation annually.

After completing seven full years of service, the employee will receive a prorated share of four weeks' vacation based upon the number of days remaining in the calendar year after their hire anniversary date. Beginning on the January 1 after the employee has worked at least seven full years, the employee will receive four weeks of vacation annually.

(b) No employee with an annual vacation amount greater than this schedule shall have that amount reduced as a result of execution of this Agreement. The vacation schedule shall constitute minimums only and nothing shall prohibit employees from bargaining individually for additional paid time off. Employees are encouraged to review their accrued and available hours on their pay stubs each pay period.

Section 16.2. Seniority and Scheduling Vacation. (a) Vacation periods for the term of this Agreement shall correspond to the calendar year. They shall be granted on the basis of company seniority within the department, according to the following conditions:

(1) During vacations, employees shall receive their regular rate of pay, including any authorized stipends; and

(2) In accordance with applicable law including any obligations arising under Massachusetts's Paid Family Leave law, the Employer reserves the right to require the use of paid vacation time (and/or other paid time off) in lieu of unpaid time off.

(b) (i) To be granted by seniority, for vacations taken during the period January through June inclusive, employees must make their choices no later than the previous December 1st. The departmental vacation list for vacations taken during the period January through June inclusive shall be posted not later than December 15<sup>th</sup>. To be granted by seniority, for vacations to be taken during the period from July through December inclusive, employees must make their choices no later than March 1<sup>st</sup>. The departmental vacation list for vacations to be taken during the period from July through December inclusive shall be posted no later than March 15<sup>th</sup>.

(ii) In all circumstances, employees requesting to use vacation in conjunction with military leave will be given first consideration and preference. Further, the Employer shall not be required to rescind requests that have been granted. Consistent with operational needs, the Employer will make a reasonable effort to accommodate vacation requests.

(iii) Vacation requests for available time made after each posting date for the periods specified above shall be granted by the Employer in the order in which they are received. The Employer reserves the right to decline vacation requests based on business needs.

Section 16.3. Vacation Pay upon Termination. Upon termination of employment, payment shall be made for all accrued but unused vacation.

Section 16.4. Hospitalization during Vacation. An employee hospitalized before a scheduled and approved vacation who otherwise would have continued to be hospitalized during the scheduled vacation will be permitted to reschedule that vacation at a mutually agreeable time.

Section 16.5. Vacation Carry-Over. (a) In the event an employee does not take vacation time that has been placed on the vacation schedule pursuant to Section 16.2, the employee shall use their best efforts to reschedule the vacation during the same calendar year. If for any reason the employee has not by the end of October placed on the schedule for that year all of their earned, unused vacation time to be taken for the year the employee and the Department Head shall use their best efforts to schedule the vacation time for a mutually agreeable time in the current calendar year. In the event the employee and the Department Head are unable to schedule the vacation time for a mutually agreeable time in the current calendar year, then either (i) if the Department Head agrees, part or up to forty (40) hours of vacation time earned but unused may be carried over to the following year and must be used by March 31<sup>st</sup> of that following year, or (ii) if the Department Head does not agree to carry over part or up to forty (40) hours of vacation time earned but unused, the Department Head shall provide a list of available days (in five day contiguous blocks) for the employee to choose their remaining vacation days from. However, in the event an employee has not taken vacation time that has been placed on the vacation schedule pursuant to Section 16.2 due to the request of the Employer, the Department Head's consent to the rescheduling in the following year is not required, and that vacation time may be taken anytime during the following year.

(b) Any vacation time earned, but unused and not carried over, shall be scheduled by the employee no later than October 15 at a time acceptable to the Employer to be taken prior to December 31<sup>st</sup>; such requests for time off by the employee must be in writing. If any of the employee suggested time is unacceptable to the Employer, the Employer may schedule time off for the employee prior to December 31<sup>st</sup> after consultation with the employee. If that time goes unused by the employee, it shall be forfeited unless the efforts to schedule such time are either unanswered or denied by the Employer without the scheduling by the Employer of alternative time off as provided for in the prior sentence.

(c) It is the aim of this provision that all employees use their available and accrued vacation time during the calendar year in which it was accrued.

## ARTICLE XVII

### BENEFIT PLANS

Section 17.1 Medical Plans. Bargaining unit employees shall be eligible to participate in the same medical plans on the same basis as the Employer's non-union employees. The Employer's unilateral right to make changes in these medical plans is acknowledged by the Guild and, during the term of this Agreement or any extension, the Guild hereby unequivocally agrees to intentionally relinquish its right to bargain with respect to the unilateral exercise by the Employer of its right to make changes with respect to medical plans and/or coverage, including but not limited to the right to change carriers, self-insure, change eligibility requirements, benefits, and/or employee contributions. In exchange for this clear and unmistakable waiver by the Guild of its right to bargain with respect to the unilateral exercise by the Employer of the right to make changes, the Employer agrees it will treat bargaining unit employees in the same manner as it treats other employees of the Employer. Further, while the Employer may offer a "Catastrophic" Plan, defined for the purposes of this Agreement as a plan with a deductible of at least \$3,500 for an individual or \$7,000 for a family as an option with lower employee-paid premiums, for the term of this Agreement the Employer will continue to offer a medical plan option(s) that is/are "over and above" (i.e., plan(s) offering "better" coverage, which may include higher employee-paid premiums than a Catastrophic Plan).

Section 17.2. Disability Plans and 401(k). (a) In addition to those benefits specifically provided for elsewhere in this Agreement, employees shall be eligible to participate in the following benefits on exactly the same basis and to the same extent as employees of the Employer not covered by a collective bargaining agreement: disability plans and 401(k).

(b) These benefits may be supplemented, enhanced, or reduced, the specific benefits, terms and conditions of these plans may be modified, and the costs, if any associated with participation in these benefits, may be increased or decreased, it being understood that any such changes shall be on the same basis and to the same extent as applicable to employees not covered by a collective bargaining agreement. Either party may propose changes in this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this "same basis" practice will continue during negotiations as the status quo until such time as a change has been made through negotiations.

Section 17.3. Life, Long Term Disability, Dental, Vision and Pet Insurance. Employees shall be eligible to participate in the same life, long term disability, dental, vision and pet insurance plans on the same basis as the Employer's non-union employees.

## ARTICLE XVIII

### SICK DAYS

Section 18.1. Sick Days. (a) An employee who is unable to report to work because of illness or injury must notify his or her supervisor, before the scheduled start of the workday. Employees must also notify their supervisor for each additional day of absence. In accordance with applicable law, employees may be asked to provide a physician's statement as a condition to receiving sick leave pay, which is currently when an employee misses more than three (3) consecutive workdays.

(b) Part-time employees will accrue one (1) hour of paid sick time for every thirty (30) hours worked, up to a maximum of forty (40) hours of paid sick time per calendar year. Full time employees will accrue one (1) hour of paid sick time for every thirty (30) hours worked, up to a maximum of forty (40) hours of paid sick time per calendar year.

(c) Employees are eligible to take their accrued paid sick leave only after ninety (90) days of continuous employment.

(d) Employees may carry over up to forty (40) hours of paid sick time to the next calendar year.

(e) The smallest increment of sick time an employee can take is one (1) hour.

(f) Employees who are exempt from overtime requirements under the Fair Labor Standard Act shall be assumed to work forty (40) hours, in which case earned sick time shall accrue based on their regularly scheduled hours.

(g) When the use of earned sick time is foreseeable, an employee must make a good faith effort to provide notice of this need to their supervisor in advance of the use of the earned sick time.

(h) Employees may use sick time to care for themselves, spouse, domestic partner, child, parent, or parent of spouse or domestic partner, for physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care, preventative medical care, or routine medical appointments, or to address psychological, physical or legal effects of domestic violence. The company reserves the right to require certification when earned sick time used covers in excess of twenty-four (24) consecutively scheduled work hours. Documentation signed by a health care provider indicating the need for earned sick time taken shall be deemed acceptable certification.

For purposes of this Agreement, it is understood that a domestic partner is an unrelated and unmarried person who share living quarters with as employee and living in a committed, intimate relationship with the employee.

(i) Employees cannot use more than eighty (80) hours of sick time in a calendar year. Employees who exceed that amount will be paid for the time out only if they meet the standards for short-term disability pay, under the provisions described in that section.

(j) Employees shall not be entitled to be paid for any unused sick time upon termination of employment.

(k) Employees who abuse sick leave for other purposes, such as ski vacations, fishing, Christmas shopping etc., will be subject to disciplinary action, up to and including termination of employment.

(l) In accordance with applicable law, employees who use less than three days of sick leave in a calendar year will receive a wellness bonus of one additional paid personal day off in the following calendar year.

## ARTICLE XIX

### EXPENSES

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

(b) The mileage reimbursement rate is \$0.37 per mile. If the mileage rate is increased for other employees at the *Daily Hampshire Gazette* it will be similarly increased for bargaining unit employees. If it is subsequently decreased for other employees it shall similarly be decreased for bargaining unit employees but not below \$0.37 per mile. An employee who is normally and regularly assigned to work at the Daily Hampshire Gazette in Northampton who is required to report and work out of the Greenfield Recorder office shall receive mileage reimbursement for all miles between the Daily Hampshire Gazette in Northampton and the Greenfield Recorder in Greenfield.

(c) Employees authorized by their supervisor to use their cell phones for use in their employment with the Company, and who agree to use their phones for such use, shall be reimbursed \$25 per month for business use of their cell phones. This use may include installing (at no cost to the employee) applications on the cell phone for email, VoIP telephone service, advertising and editorial systems.

(d) In the event an employee's vehicle or cell phone suffers property damage while the employee is traveling and using such property on company business, the Company agrees to reimburse the employee up to a maximum of \$500 per calendar year toward the cost of repair of any actual property damage, so long the employee provides a description of the accident, proof of damage, documentation of the repair cost, documentation of the accident (if an automobile is involved), and the damage was not the result of a preventable accident as defined by the Federal Motor Carrier

Safety Administration (FMCSA), which defines a preventable accident as "one which occurs because the driver fails to act in a reasonably expected manner to prevent it." Accidents that occur when drivers are texting, speeding, intoxicated, tired, or simply not paying attention are examples of preventable accidents.

## ARTICLE XX

### LEAVES OF ABSENCE

Section 20.1. Federal and State Laws Regarding Leaves of Absence. Leaves of absence shall be administered in accordance with all applicable federal and state laws, including but not limited to the Massachusetts Paid Family and Medical Leave Act, the Family and Medical Leave Act, the Small Necessities Leave Act, the Massachusetts Domestic Violence Leave Act, the Uniformed Services Employment and Reemployment Rights Act and Massachusetts law governing jury duty service.

Section 20.2. Parenting Leave. In accordance with applicable law, the Gazette will grant eight weeks of leave to 1) pregnant employees for the purpose of giving birth or 2) employees adopting a child under 18 years of age (or under 23 years of age if the child has a physical or mental disability). In order to qualify for maternity or paternity leave, an employee must:

- (a) Have been employed on a regular full-time basis by the Gazette for at least three months; and
- (b) Have provided two weeks written notice of the anticipated date of departure and of the employee's intention to return to his/her position and state the anticipated date of return to work.

Section 20.3. New Parent Leave. Regular full-time employees shall be eligible for New Parent Leave in accordance with the following. Upon the birth or adoption of a child, a new parent who has been employed by the Gazette for at least three (3) months is eligible for two (2) days off with pay.

Section 20.4. Bereavement Leave. (a) Employees should notify their supervisor as soon as possible upon learning of the death of an immediate family member. Up to three days of paid bereavement leave per qualifying event is available to employees. By mutual agreement between the Employer and the employee, the employee may take additional unpaid bereavement leave.

(b) Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions or bonuses. Any employee may, with the supervisor's approval, take unused vacation or personal days for additional time off as necessary.



(c) For purposes of this section, the Gazette defines "immediate family" as the employee's spouse, domestic partner, parent, grandparent, child, grandchild, mother-in-law, father-in-law, sister, brother or any member of the employee's immediate household. Employees who need to take time off for the death of an extended family member or a close friend may use personal days, vacation time or unpaid leave, after gaining approval from his/her supervisor for the leave.

Section 20.5. Jury Duty Leave. (a) Employees who are summoned to serve jury duty will be paid the difference between their regular straight time rate of pay or salary and the amount received from the courts for serving as a juror.

(b) Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence up to a maximum of 8 hours.

(c) Employees must show the jury duty summons to their supervisor as soon as possible. Employees are expected to report for work if the court schedule permits, and as soon as they are excused from further jury duty. If the court releases you with more than two hours remaining of your scheduled workday, you are required to report to work. To qualify for paid jury duty you must give a copy of the jury duty summons and your "juror service certificate" to Human Resources. Failure to report to work at the conclusion of jury duty service will be treated as an unexcused absence.

Section 20.6. Abusive Behavior/Domestic Violence Leave. When an employee or family member of an employee has been the victim of abusive behavior/domestic violence leave shall be granted in accordance with applicable law (MCL Chapter 149, Section 52E).

Section 20.7. Discretionary Leaves of Absence. In unusual circumstances, employees may be granted unpaid leave for other family or personal obligations or opportunities for education, travel etc. Employees should consult with their supervisor and department head if they believe their situation warrants such leave. However, approval may be denied at the discretion of the Employer.

Section 20.8. Guild Leave. Leaves of absence upon advance request with at least two (2) weeks' notice shall be granted to employees elected or appointed delegates to conventions of The Newspaper Guild-CWA, AFL-CIO, or any organization with which The Newspaper Guild-CWA is affiliated, and to delegates to special meetings called by The Newspaper Guild-CWA, or by any branch thereof or by any organization with which The Newspaper Guild-CWA is affiliated. While such leave shall be without pay, employees are permitted but not required to use accrued but unused vacation or personal holidays to avoid a loss of pay while on Guild Leave. Unless otherwise mutually agreed to by the Company and the guild, Guild leave shall be limited to one (1) employee per year and shall not exceed three (3) days.

Section 20.9. (a) Concurrent Leaves. If two (2) or more leaves of absence are available, the leaves will run concurrently. For example, an eligible employee who takes parental leave under

the Massachusetts Parental Leave Act (8 weeks) may also be eligible for leave under both PFML (12 weeks) and FMLA (12 weeks). These leaves will run at the same time, so that an employee would be entitled to a total of up to twelve (12) weeks of leave relating to the birth of a child, which would exhaust Massachusetts Parental Leave, PFML, and FMLA leave benefits during this time.

(b) Use of Sick Leave and STD in conjunction with PFML. Employees may use accrued but unused sick time, to a maximum of eighty (80) hours in a calendar year, to bring their pay under PFML up to 100%. After all such accrued but unused sick time is exhausted, benefits available under the Employer's short term disability plan may be used to bring their pay under PFML up to 100%.

## ARTICLE XXI

### EMPLOYEE SAFETY

Section 21.1. Hazardous Conditions. An employee may choose not to perform an assigned task if the employee reasonably believes it endangers their physical health or safety and no less drastic alternative is available. An employee electing to exercise this right shall notify the Employer with reasonable promptness of this action and provide an explanation if required. This provision shall be construed in conformance with applicable federal, state, and local laws and regulations, and shall not be construed as adding to, subtracting from those laws and regulations.

Section 21.2. Compliance with Law. (a) The Employer will comply with all applicable laws, standards, and regulations as they apply to providing a safe workplace for employees.

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

## ARTICLE XXII

### GENERAL CONDITIONS

Section 22.1. Parking. Parking privileges shall be extended to bargaining unit employees on the same basis as for non-unit employees, including but not limited to designating parking areas/locations, and a parking fee, if any, provided, the employer shall continue to provide parking privileges at no cost to bargaining unit employees.

Section 22.2. Drug and Alcohol Testing Program. (a) It is expressly recognized that the Employer currently has in place policies with respect to drug-free and alcohol-free environment, which are part of the current terms and conditions of employment. Before making any material change in its policies in this regard, it shall notify the Guild and, upon request, meet to discuss the same. Unless prohibited by law, the Employer reserves the right to require an employee who it reasonably

suspects to be violating these policies to consent in writing to a drug test/and or alcohol impairment test.

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

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

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

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

(f) Any discipline under this Section shall be in accordance with Section 10.1 (b).

Section 22.3. Right of Inspection. The Employer at its sole discretion may at any time inspect the contents of an employee's desk, computers or other equipment used for work etc. that is provided by the Employer (including information contained in Employer provided email, document and data storage, telephone, and other systems). Employees shall have no expectation of privacy with respect to an employee's desk, computers or other equipment used for work, etc., or the contents thereof, with respect to Employer provided equipment or systems (including no expectation of privacy with respect to information contained in Employer provided email, document and data storage, telephone, and other systems).

Section 22.4. Paydays and Pay Periods. In accordance with applicable law, the Employer at its sole discretion may change paydays and pay periods, provided that bargaining unit employees shall have the same paydays and pay periods as Employer's non-union employees.

Section 22.5. Use of Technology for Business Purposes. Consistent with applicable law, the Employer may utilize any available technology for legitimate business purposes such as controlling access to facilities, preventing harassment or theft, recording time, and providing for the safety of its employees and others. Before introducing new technologies that materially change terms and conditions of employment and are not simply an evolution of current technologies, the Employer shall give notice to the Guild of its intent to use any such technologies and the anticipated installation date. Such technologies may not be operationally introduced earlier than two (2) weeks after notice to the Guild is given.

Section 22.6. Voluntary Termination Incentives. The Employer at its sole discretion may fashion and unilaterally offer voluntary termination incentives to employees or groups of employees.

Section 22.7. Outside Activity. Employees shall be free to engage in activities outside of work hours. If the activity involves performing journalistic work, employees must secure agreement with the Editor to ensure a conflict of interest does not exist. Such activities might include but are not limited to services for print or digital publications, radio, TV, social media, public relations or advocacy groups. The decision of the editor to deny such work because of a perceived conflict of interests shall not be subject to arbitration. Nothing contained in this Section shall be construed as limiting an employee's rights under the NLRA.

Section 22.8. Employee Discounts. Employees shall be eligible to participate in the same employee discount plans (e.g. advertising and circulation) on the same basis as the Employer's non-union employees.

Section 22.9. Flexing Schedule. Although the Employer shall not be responsible for compensating employees when union-related business (such as grievance meetings, representing employees exercising their *Weingarten* rights, etc.) occurs during work time, employee-representative(s) may reasonably flex their schedules to complete their paid workweek.

## ARTICLE XXIII

### PART-TIME & TEMPORARY EMPLOYEES

Section 23.1. Part-Time and Temporary Employees. (a) Employees may be employed by the Employer on a part-time or temporary basis in any classification covered by this Agreement.

(b) Part-Time Employees. (i) A part-time employee is one who is regularly scheduled to work fewer than thirty (30) hours in a work week. Hours worked by a part-time employee in a work week may increase to thirty (30) or more hours or decrease based upon business needs without changing the employee's part-time status. The Employer will comply with all applicable law.

(ii) Part-time employees shall be paid not less than the minimum rates set forth in Article XII. Benefits for part-time employees shall be in accordance with benefit plan documents and as required by applicable law and as provided herein.

(iii) Part-time employees shall be paid at the rate of time and one-half (x 1-1/2) for all time actually worked on a day celebrated by the Employer as a holiday.

(iv) Employees who are regularly scheduled to work thirty (30) or more hours but less than forty shall be entitled to benefits on a prorated basis. Employees regularly scheduled to work fewer than thirty (30) hours shall be entitled to sick days in accordance with Article XVIII, employee discounts as provided for at Section 17.4, New Parent Leave as provided for at Section 20.3, Bereavement Leave as provided for at Section 20.4, and other leaves to the extent required by law; they are also eligible for pro-rated severance pay but shall be entitled to no other benefits (e.g., vacation, personal days, *etc.*) or overtime or premium pay except to the extent required by law.

(c) Temporary Employees. (i) A temporary employee is one employed on a special project for a period of no more than six (6) months, except in cases where a temporary employee is hired to replace an employee on leave, in which case the temporary employment may be for the duration of the leave.

(ii) Temporary employees employed directly by the Employer shall be paid not less than the minimum rates set forth in Article XII. Benefits for temporary employees shall be in accordance with benefit plan documents and as required by applicable law.

Section 23.2. Journalism Interns. Interns are defined as students currently enrolled in a college program. Interns may be engaged and work for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. It is recognized that interns are not employees of the Employer. No more than four (4) interns at any time may be employed by the Employer, provided that an overlap of up to fourteen (14) calendar days shall not count against this restriction.

Section 23.3. Journalism Fellows. (a) Journalism fellows (e.g., Report for America) are journalists or aspiring journalists whose compensation is paid in whole or in part by a third-party organization (grant funded).

(b) Fellows total hourly compensation shall not be less than the minimum rate provided for in this Agreement. A fellow engaged on a full-time basis whose funding grant is for at least twelve (12) months shall be considered full-time employees for the purposes of benefits and premium pay, including severance pay. All other fellows shall be entitled to no other benefits except to the extent provided by law, provided that they shall be paid time and one-half for all hours worked on an Employer-observed holiday.

(c) Fellows may be terminated at the end of their grant.

Section 23.4. No layoffs as a Result of Use. The use of part-time or temporary employees and/or interns or fellows shall not result in the layoff of a full-time employee.

#### ARTICLE XXIV

#### SEVERABILITY

Section 24.1. Severability. (a) 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.

(b) If a provision is held unlawful the parties agree to negotiate in good faith with respect to replacement language and any language agreed to by the parties shall become part of the Agreement. If the parties are unable to reach agreement on replacement language the law shall supersede the offending provision and neither Party shall have the right to submit the dispute to arbitration.

#### ARTICLE XXV

#### ENTIRE AGREEMENT

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

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

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

ARTICLE XXVI

DURATION & RENEWAL

Section 26.1. Duration. This Agreement shall commence on the effective DATE, 2024 and expire on the first day of the first full payroll period in 2026.

Section 26.2. Renewal. The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least sixty (60) days prior to termination of this Agreement. In the event such notice is not given by either Party, this Agreement shall continue in effect until sixty (60) days' written notice of termination is given by either Party. Upon the giving of such notice the Parties shall enter into negotiations as soon as possible. In the event such notice is not given by either party, this Agreement shall continue in effect until such notice is given, at which time negotiations shall be entered into as soon as possible.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this 30<sup>th</sup> day of July, 2024.

By: 

On behalf of the Employer

By: 

ADMINISTRATOR BLDG 1  
On behalf of the Guild

## ATTACHMENT A

### SEPARATION AND RELEASE AGREEMENT

1. **Parties.** The parties to this Agreement are [Employee Name], the Employee (for yourself, your family, beneficiaries and anyone acting for you) (“you”), and your employer, H.S. Gere & Sons, Inc. (the “Company”).
2. **End of Employment.** Your employment with the Company will end on [Date] (the “Separation Date”). You must not sign this Agreement before your Separation Date. Regardless of whether you sign this Agreement, you will receive your final pay including accrued and unused vacation/personal time. All other benefits provided by or through the Company will end on the Separation Date.
3. **Separation Pay and Benefits.** As consideration for your promises in this Agreement, if you enter into and abide by this Agreement, remain employed in good standing with the Company until the Separation Date, you will receive the following (the “Separation Pay and Benefits”):
  - **Separation Pay:** The Company will pay you [X] weeks of pay based on your salary as of the Separation Date in the form of salary continuation, minus applicable deductions and withholdings. The first payment will begin on the next regular payroll date on which payments may be processed after you sign this Agreement and after the revocation period has expired, provided such payroll date is at least three business days after such date. The Company will issue an IRS Form W-2 to you reflecting these payments.
  - **COBRA Subsidy:** The Company will pay for three months the full cost of the medical plan and coverage level in effect the month prior to notice of the end of employment (if you have elected COBRA continuation option and you remain COBRA-eligible).
  - **Unemployment Insurance (UI):** The Company agrees not to contest any claim you file for unemployment compensation benefits, provided however that the Company will respond truthfully to any request from the applicable state agency regarding your claim. You acknowledge that whether you receive unemployment compensation benefits is decided by the applicable state agency and not by the Company.

You agree that the Separation Pay and Benefits are items of value being provided in exchange for your promises in this Agreement, and that you are not otherwise entitled to the Separation Pay and Benefits.

4. **General Release.** Except as noted below in Section 5, you release the Company (plus its parents, subsidiaries, affiliates, predecessors, successors and any other entity related to it and all of its and their past and present directors, officers, employees and anyone else acting for any of them – all together “Releasees”) from all claims of any type to date, known or unknown, suspected or unsuspected, to the fullest extent allowed by law, including but not limited to anything to do with your employment or the end of your employment. This means you give up all claims and rights related to:
  - pay, compensation, or benefits including bonuses, commissions, equity, expenses, incentives, insurance, paid/unpaid leave, profit sharing, or separation pay/benefits;



- compensatory, emotional, or mental distress damages, punitive or liquidated damages, attorney fees, costs, interest, or penalties;
- violation of express or implied employment contracts, covenants, promises or duties, intellectual property, or other proprietary rights;
- unlawful or tortious conduct such as assault or battery; background check violations; defamation; detrimental reliance; fiduciary breach; fraud; indemnification; intentional or negligent infliction of emotional distress; interference with contractual or other legal rights; invasion of privacy; loss of consortium; misrepresentation; negligence (including negligent hiring, retention, or supervision); personal injury; promissory estoppel; public policy violation; retaliatory discharge; safety violations; posting or records-related violations; wrongful discharge; or other federal, state or local statutory or common law matters;
- discrimination, harassment or retaliation based on age (including Age Discrimination in Employment Act or "ADEA" claims), benefit entitlement, citizenship, color, concerted activity, disability, ethnicity, gender, gender identity and expression, genetic information, immigration status, income source, jury duty, leave rights, military status, national origin, parental status, reproductive health decision making, protected off-duty conduct, race, religion, retaliation, sexual orientation, union activity, veteran status, whistleblower claims in court (including under Sarbanes-Oxley, Dodd-Frank, and the False Claims Act claims), other legally protected status or activity; or any allegation that payment under this Agreement was affected by any such discrimination, harassment or retaliation, failure to accommodate or failure to engage in the interactive process;
- violation of the Massachusetts Payment of Wages Law (M.G.L. c. 149) and/or the Massachusetts Minimum Fair Wage Law (M.G.L. c. 151) including claims regarding entitlement to, or timely payment of, any wages, overtime, accrued vacation, paid time off, sick time, bonuses, commissions, equity, expenses, incentives, stock/stock options, and/or other compensation; and
- any participation in any class or collective action against any Releasee.

- 5. Release Exclusions and Other Exceptions.** Nothing in this Agreement restricts your rights with respect to claims or disputes that arise after the date you sign this Agreement or the factual basis of such claims or disputes, including but not limited to claims for breach of this Agreement; and claims that cannot be waived, such as for unemployment or worker's compensation benefits. Nothing in any part of this Agreement limits your rights to: (i) file a charge or complaint with any administrative agency, such as the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, or a state fair employment practices agency, (ii) communicate directly with or provide information (including testimony) to an agency, or otherwise participate in an agency proceeding; or (iii) communicate with law enforcement or your attorney. You nonetheless give up all rights to any money or other individual relief based on any agency or judicial decision, including class or collective action rulings. However, you may receive money properly awarded by the U.S. Securities and Exchange Commission (SEC) as a reward for providing information to that agency.
- 6. Promise Not To Sue.** A "promise not to sue" means you promise not to sue any Releasee in court. This is different from the General Release above. Besides releasing claims covered by the General Release, you agree never to sue any Releasee for any reason covered by the General Release. Despite this Promise Not To Sue, however, you may file suit to enforce this Agreement or to challenge its validity under the ADEA.
- 7. Whistleblowing.** You agree that (i) no one has interfered with your ability to report within the Company possible violations of any law, and (ii) it is the Company's policy to encourage such reporting.
- 8. Return of Employer Property.** You agree that you have no right to the Company property you possessed or controlled, including any confidential information, laptop or other computer, other business equipment, credit cards, keys, software or work product. The Company property includes all originals plus hard copies and electronic versions of all documents, such as e-mails, facsimiles, files, handbooks, letters, manuals, memoranda, presentations, records and reports. You also agree to reconcile promptly any outstanding expense accounts.
- 9. Non-Admission.** Neither the Company's offer reflected in this Agreement nor any payment under this Agreement are an admission that you have a viable claim against the Company or any other Releasee. Each Releasee denies all liability.
- 10. Applicable Law.** This Agreement shall be interpreted under federal law if that law governs, and otherwise under the laws of the Commonwealth of Massachusetts, without regard to its choice of law provisions.
- 11. Severability.** If a court finds any part of this Agreement unenforceable, that part shall be modified and the rest enforced. If a court finds any such part incapable of being modified, it shall be severed and the rest enforced.
- 12. Entire Agreement.** This Agreement is the complete understanding between you and the Company. It replaces any other agreements, representations or promises, written or oral.

**13. Time to Consider.** You have 21 days to consider this Agreement after receiving it. You must sign and return this Agreement to the Company during this review period if you want to receive the Separation Pay and Benefits listed at the beginning of this Agreement.

**14. Time to Revoke.** After you sign this Agreement, you have seven days to revoke it by sending written notice of revocation to the representative of the Company signing below. This Agreement is not effective or enforceable until the revocation period expires. If you revoke this Agreement, you will not receive the Separation Pay and Benefits listed at the beginning of this Agreement.

**15. Other Representations.** You agree:

- You have received all pay, compensation, benefits, leave, time off, and/or expense reimbursements you are due to date, including for overtime or vacation/personal time.
- You have not suffered any on-the-job injury for which you have not already filed a claim, and the end of your employment is not related to any such injury.
- You do not have any pending lawsuits against the Company.
- You were advised in writing, by getting a copy of this Agreement, to consult with an attorney before signing below.
- You have relied on your own informed judgment, or that of your attorney if any, in deciding whether to sign this Agreement.
- You are signing this Agreement knowingly and voluntarily.

**H.S. Gere & Sons, Inc.**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

**[Employee Name]**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT B**

**DUES CHECKOFF FORM**

**ASSIGNMENT**

And

**AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP  
DUES**

To: *The Gazette*

I hereby assign to the Providence Newspaper Guild and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the 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 10th day of each month.

This 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 each 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 and 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 is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 202\_\_\_\_\_

**Employee's signature Date**

APPENDIX A

LETTER OF UNDERSTANDING

This is to confirm that neither James Curran nor Jennifer Levesque will be laid off as a direct result of the Employer's exercise of its rights under Article II(V)(f) prior to (expiration date of Agreement), provided the Employer may assign either of them new or additional duties to fill out their workdays with no reduction in pay or benefits.

Subsequent to the termination of this Agreement or any written extension thereof, the terms of this Letter of Understanding shall be maintained as the status quo in accordance with applicable law.

Accepted on behalf of the Employer:



Dated: 7/30/2024

Accepted on behalf of the Guild:



Dated: 7/30/2024

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APPENDIX B

LETTER OF UNDERSTANDING

Re: Sale of advertising outside of Gazette Territory

Notwithstanding the restriction in Section 2.1 (V)(b)(ii) that the Guild's jurisdiction with respect to advertising sales is limited to advertisers located in Hampshire county and the municipalities of Whately, Sunderland, Shutesbury, Leverett, Holyoke and West Springfield (the "Gazette Territory"), the Parties have reached the following agreements with respect to the advertisers named below that are outside Gazette Territory.

1. Except as provided below, the following accounts at the following locations are within the exclusive jurisdiction of the Guild with respect to the actual selling of advertising, which shall be assigned to the identified advertising sales representative so long as s/he remains employed as an advertising sales representative; (hereafter this work may be assigned or reassigned to anyone in the bargaining unit).

<u>Account</u>	<u>Location</u>	<u>Advertising Sales Representative</u>	<u>Jurisdiction for Listed Publication(s)</u>
Springfield Symphony*	Springfield, MA	Todd Lever	Daily Hampshire Gazette, Valley Advocate
Diocese of Springfield*	Springfield, MA	Audley Robinson	Daily Hampshire Gazette, Valley Advocate
Robinson Donovan, Barry*	Springfield, MA	Audley Robinson	Daily Hampshire Gazette, Valley Advocate
Bacon & Wilson	Springfield, MA	Audley Robinson	Daily Hampshire Gazette, Valley Advocate

Freedom Credit Union	Springfield, MA	Audley Robinson	Daily Hampshire Gazette, Valley Advocate
Springfield Technical Community College	Springfield, MA	Todd Lever	Daily Hampshire Gazette, Valley Advocate
Santo DeSpirit Marble & Granite	Agawam, MA	Audley Robinson	Daily Hampshire Gazette, Valley Advocate
Shatz, Schwartz & Fentin	Springfield, MA	Audley Robinson	Daily Hampshire Gazette, Valley Advocate

2. With respect to accounts above marked with an asterisk, if no new advertising is booked by the named advertising sales representative by July 1, 2024, the Employer may reassign the account within the unit. If after July 1, 2024 no new advertising is booked by the named advertising sales representative by July 1, 2025, the Employer may reassign the account within the unit and the Employer shall have the same right every July 1 in subsequent years.

3. Miscellaneous.

- With respect to Baystate Hospital (Springfield location), the Guild's jurisdiction does not extend to advertisements for the Baystate/Franklin Medical Center in Greenfield, MA.
- With respect to Freedom Credit Union, the Guild's jurisdiction does not extend to advertising placed in the Greenfield Recorder or Athol Daily News.

Accepted on behalf of the Employer:



Dated: 7/30/2024

Accepted on behalf of the Guild:



Dated: 7/30/2024