

AGREEMENT

BETWEEN

YORK DISPATCH PUBLISHING COMPANY, LLC

AND

**DISPATCH UNIT
WASHINGTON BALTIMORE NEWS GUILD
TNG-CWA**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	GUILD MEMBERSHIP & DUES CHECK-OFF	2
II	JURISDICTION	2
III	HIRING	3
IV	INFORMATION	3
V	GRIEVANCE PROCEDURE	4
VI	SECURITY	5
VII	SEVERANCE PAY	5
VIII	PENSION	6
IX	TRANSFERS AND PROMOTION	6
X	HOURS AND OVERTIME	7
XI	HOLIDAYS	8
XII	PERSONAL DAYS	8
XIII	VACATIONS	9
XIV	SICK LEAVE	10
XV	HOSPITALIZATION & MEDICAL INSURANCE	11
XVI	LEAVES OF ABSENCE	12
XVII	MILITARY LEAVE	13
XVIII	PART-TIME & TEMPORARY EMPLOYEES	14
XIX	MINIMUM SALARIES	15
XX	GENERAL WAGE PROVISIONS	16
XXI	EXPENSES & EQUIPMENT	17
XXII	EMPLOYEE INTEGRITY	17
XXIII	PRIVILEGE AGAINST DISCLOSURE & AUTHENTICATION	17
XXIV	OUTSIDE ACTIVITIES	18
XXV	EMAIL & INTERNET	18
XXVI	GENERAL PROVISIONS	19
XXVII	DURATION & RENEWAL	20

AGREEMENT

This agreement is made this 5th day of October of 2021 between The York Dispatch, hereinafter known as the Publisher, and the Dispatch Unit of the Washington Baltimore News Guild, hereinafter known as the Guild, for itself and on behalf of all employees in the Editorial Department, except the editor, business manager, managing editor/print, managing editor/digital, news and production editor, sports editor and editorial page editor.

ARTICLE I

Guild Membership and Dues Check-off

Section 1. The Publisher shall require as a condition of employment of any employee that he or she be and remain a member of the Guild in good standing during the term of his or her employment. If any employee is not a Guild member at the time of the signing of this agreement, or at the time of his or her acceptance of employment, he or she shall become a member of the Guild 30 days after signature of this agreement, or within 30 days after the date of hiring.

Section 2. The Guild agrees it will admit to membership and retain in membership any employee, subject to the constitution of The Newspaper Guild and the bylaws of the same.

Section 3. There shall be no interference or attempt to interfere with the operation of the Guild.

Section 4. Upon an employee's voluntary written authorization to the Guild, the Publisher shall deduct from the earnings of such employee and pay to the Guild not later than the last day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the schedule furnished the Publisher by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written authorization shall remain effective in accordance with the terms of such authorization.

Section 5. The Publisher's sole responsibility for dues check-off shall consist of deduction of dues from the Guild employees' paychecks in accordance with Guild-prepared schedules submitted not later than the close of the final pay period of each month, and remission of the same to the Guild Treasurer not later than the last day of the month.

ARTICLE II

Jurisdiction

Section 1. The Guild shall have jurisdiction over the kind of work normally or presently performed by the unit covered by this contract, whether by presently or normally used process or equipment or by new or modified process or equipment and other work assigned to its members by the Publisher.

Section 2. Any person holding a position outside the bargaining unit shall not perform any work presently done by employees in the bargaining unit. Unit work may be performed by correspondents so long as total expenditures for correspondents do not exceed eleven (11) percent of total expenditures for Guild salaries.

Section 3. A correspondent is defined as a person who writes stories or takes photographs for the Publisher on a per-assignment basis and who is not a member of the Guild or management. Correspondents shall not be used to replace or displace employees covered by this agreement, or cause staff vacancies not to be filled.

Section 4. The Company shall make available such documents as are required to enforce Section 2.

Section 5. Members of the Editorial Department exempted from this agreement (as defined in the preamble) can perform Guild work as long as it does not result in a reduction of the Guild work force or avoid filling a vacancy.

ARTICLE III

Hiring

Section 1. The Publisher shall hire employees without regard to age, sex, race, creed, color, national origin, marital and parental status, family relationships, sexual or affectional preference, political affiliations or beliefs, irrelevant mental or physical disabilities, or other mental or physical disabilities that may be reasonably accommodated.

Section 2. All new Editorial Department employees shall be on a probationary period of up to 90 working days to determine competency.

Section 3. Dismissal of probationary employees shall not be subject to arbitration.

Section 4. The Publisher will post all job openings and accept applications from current employees before filling vacancies.

ARTICLE IV

Information

Section 1. The Publisher shall provide the Guild on request with a list containing the following information for each Guild employee:

- (a) Name, address, sex, minority group, date of birth, and Social Security number;
- (b) Date of hiring;
- (c) Classification;

- (d) Salary, including the precise formula for any commission or bonus arrangements, or other forms of compensation.

Section 2. The Publisher shall notify the Guild monthly in writing of:

- (a) Merit increases granted by name of employee, individual amount, resulting new salary, and effective date;
- (b) Step-up increases paid by name of employee, individual amount; resulting new salary; and effective date;
- (c) Changes in classification, salary changes by reason thereof, and effective date;
- (d) Resignation, retirements, deaths and other revisions in the data listed in Section 1 of this article, and the effective dates.

Section 3. Within one week after the hiring of a new employee, the Publisher shall furnish the Guild in writing with the date specified in Section 1 of this article, and the effective date.

Section 4. The Publisher shall furnish to the employee and to the Guild a copy of any formal, written criticism, commendation, appraisal or rating of each employee's performance in the employee's job.

Section 5. An employee may review and copy any personnel files pertaining to the employee upon reasonable request.

ARTICLE V

Grievance Procedure

Section 1. The Guild shall designate a committee to take up with the Publisher, or the Publisher's authorized agent, any matter arising from the application of this agreement, or affecting the relations of the employees and the Publisher. The number of employees of the Publisher to serve on this committee shall be limited to three.

Section 2. The Publisher agrees to meet with the committee as provided for in the article within five days after request for such meeting. Time off to adjust grievances shall be granted to employees when necessary. Request for a grievance meeting must be made no later than thirty (30) days from the time of the first knowledge of the occurrence which led to the grievance, agreeable to mutual extension. If a violation of Article VI, Section 4, or Article III, Section 1, is alleged, then a one-year time limit shall apply.

Section 3. Any such matter involving interpretation, application, administration or alleged violation of this contract (except renewal of this contract), including any questions whether a matter is arbitral, not settled within 30 days by the Guild committee and the Publisher, or the

publisher's authorized agent, may, within 60 days of the Publisher's answer on a grievance, agreeable to mutual extension, be submitted to final and binding arbitration by either party, such arbitration to be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by the parties of this agreement, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

ARTICLE VI

Security

Section 1. There shall be no dismissals except for just and sufficient cause.

Section 2. The Guild and the employee shall be notified in writing at the time of dismissal with the reason stated and the employee shall receive two weeks' pay in lieu of two weeks' notice. No advance notice or two weeks' pay shall be necessary if the cause for dismissal is gross misconduct while on duty.

Section 3. The Guild may request within five business days (not including Saturday or Sunday) of receipt of notice of dismissal or proposed dismissal a hearing between the Publisher and the Guild to discuss and investigate the basis for such dismissal. The Publisher will honor the Guild's request as expeditiously as possible.

Section 4. There shall be no dismissal of or other discrimination against an employee or in hiring because of his membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, marital or parental status, or political belief, family relationship, sexual or affectional preference, or irrelevant mental or physical disabilities.

Section 5. Employees dismissed for accepted reasons of economy shall be so dismissed on the basis of inverse order of seniority in each classification and shall be offered reemployment in writing in direct order of their seniority and before any new employees are hired.

Section 6. The Guild and all employees shall be notified at least one (1) month in advance of dismissal by way of sale or discontinuance of publication, or one (1) months' compensation shall be paid to all employees in lieu of notice. Such notice or compensation in lieu of notice is distinct from and in addition to any severance pay due under Article VII.

ARTICLE VII

Severance Pay

Section 1. Upon dismissal of employment, an employee shall receive cash severance pay in a lump sum equal to two weeks' pay for each year of service, or fraction thereof to a maximum of 32 weeks; such pay to be computed at the highest weekly compensation received by the employee during his service with the Publisher, or with an enterprise of the Publisher, his/her affiliates or successors. It is agreed that the above provisions do not apply and no severance shall

be paid to an employee under this provision who voluntarily resigns or is discharged because of failure to maintain good standing in the Guild as provided in Article I, Section 1 of this agreement. Also, no severance pay will be given to those fired for gross misconduct on the job. Gross misconduct includes, but is not limited to, violent threats, theft, intoxication, or criminal activity.

Section 2. The Publisher agrees to keep in effect from the date of signing of this agreement the following group life insurance plan and to continue to pay the premiums thereon:

Class I – Active and retired employees under age 65: \$5,000

Class II – Active and retired employees age 65 to 70: \$3,250

Class III – Active and retired employees age 70 and over: \$1,500

Presently insured persons in Classes II and III with amounts in excess of the above schedule will be maintained at such amounts. Retirees with 20 or more years of service with the Publisher are eligible to participate in the Plan. An employee who dies while in the service of the Publisher shall have paid to the beneficiary or estate if no beneficiary is named, the proceeds from the group life insurance plan. If this sum is less than would have been received had the employee been dismissed, the Publisher shall make up the difference.

Section 3. A week of severance pay for part-time employees is the average number of hours worked during their prior 52 weeks of work.

ARTICLE VIII

Pension

Section 1. The Publisher shall contribute \$24.0399 per week per employee to The International Newspaper Guild Pension Plan. The unit chairperson shall receive a monthly statement indicating the names and amounts contributed for each employee during the preceding month.

Section 2. Contributions to The International Newspaper Guild Pension Plan will be made directly to such plan in accordance with the conditions of such plan.

Section 3. Contributions for new employees will begin after they successfully complete their probationary period.

ARTICLE IX

Transfers and Promotions

Section 1. The Publisher shall not transfer an employee to another enterprise without the employee's consent and payment of all transportation and moving expenses. There shall be no

reduction in salary or impairment of benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

Section 2. No employee shall be penalized in any way for refusing to accept a promotion.

Section 3.

- (a) An employee promoted or transferred shall be given a trial period of three (3) months, which period may extend by agreement with the Guild. During such trial period a promoted employee shall receive at least the minimum in the new classification next higher than his or her salary in the classification from which he or she advanced. During such trial period the employee may elect to return to the classification from which he or she advanced, or transferred, or the Publisher may elect to return the employee to the classification from which he or she was advanced or transferred without penalty or prejudice. The Publisher's evaluation of the employee's progress shall be discussed with the employee at specified frequent intervals during trial period and at its end.
- (b) At the end of such trial period, the employee shall be confirmed in the classification to which he or she advanced or transferred, unless he or she has been unable to perform the duties of the job. If so confirmed, the trial period shall be included for all purposes in determining the length of service in the classification to which he or she advanced or transferred. If not so confirmed, he or she shall be returned to the classification from which he or she advanced or transferred without penalty or prejudice.
- (c) If the employee returns to the classification from which he or she advanced or transferred, he or she will then receive the salary he or she would have received had he or she never been advanced or transferred. His or her period of service in the other classification shall be counted for all purposes as service in the classification from which he or she advanced or transferred.

ARTICLE X
Hours and Overtime

Section 1. The work week shall be five days, totaling 37 ½ hours.

Section 2. The work day shall be 7 ½ hours, falling within 8 ½ consecutive hours.

Section 3. The Publisher shall pay for all overtime work at the rate of time and half in cash. Overtime shall be defined as the unit of hours in the work day.

Section 4. An employee who returns to work after the work day shall be paid for all the extra time at the overtime rate of time and one half. An employee who works on a day off shall be paid at the overtime rate of time and one half or take time off at the rate of time and one half at the employee's option within the same pay period.

Section 5. The Publisher shall cause a record of all overtime to be kept. Such record shall be made available to an official of the Guild upon request.

Section 6. Work schedules shall be posted, and the Publisher shall give at least two weeks' notice to employees of changes in regular working schedules except in case of emergency. There shall be a minimum of twelve (12) hours between scheduled shifts, except in case of an emergency.

Section 7. Upon written agreement with Publisher, the employee involved and the Guild, employees may work alternate job schedules (such as a four-day week or job sharing) that might otherwise conflict with these provisions.

Section 8. Employees who have completed their probationary period may choose to work from home two days per week if they are not on an improvement plan that requires their presence in a supervised office environment. Employees may request to work from home more often, up to and including their full work schedule. Work from home requests will not be unreasonably denied. While working from home, employees are expected to work a full day and be productive, accessible, and responsive to work needs and communication.

ARTICLE XI Holidays

Section 1. The following holidays shall be considered as time off with full pay: New Year's Day, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For night workers, the eve of any one of these holidays shall be observed as a holiday. When a holiday falls on an employee's day off, he or she shall be given an extra day off within two weeks.

Section 2. An employee required to work on any holiday shall be paid for the time worked at the rate of time and one half and get another day off.

ARTICLE XII Personal Days

Section 1.

- (a) Each employee who has at least six months of service shall receive two personal days in a calendar year.
- (b) Employees who will have marked one year of service or more as of January 1 are entitled to three other paid personal days during that calendar year.

- (c) All personal days shall be taken with the approval of the Publisher. In the event that two or more employees ask for the same holiday, seniority standing shall prevail between them during an annual sign-up period as choice of a date for such personal day.
- (d) Employees called to work on a scheduled personal day with less than two weeks' notice, shall be paid double time. Employee shall be allowed to reschedule the personal day.
- (e) Employees can carry up to six (6) unused personal days from year to year. If more than six personal days remain unused at the end of the calendar year, they shall be forfeited, unless the Publisher did not accommodate the employee's repeated requests to use the personal days.

ARTICLE XIII

Vacations

Section 1. Union employees become eligible for vacation after one (1) year of service on their anniversary date to be taken in the following calendar year. New hires are entitled to take three (3) of these days after the first 180 days of service. The amount of paid vacation time you receive each year increases with the length of employment as shown in the following schedule:

Years of Eligible Service	Vacation Days each Year
Year 1	10 Days ⁽¹⁾
Years 2 – 4	10 Days ⁽²⁾
Years 5 – 11	15 Days ⁽³⁾
Years 12 – 19	20 Days ⁽⁴⁾
Years 20 + (See Item 5)	25 Days ⁽⁵⁾

- ⁽¹⁾ *Year 1:* Up to two weeks of vacation are earned in the first year to be taken in the following calendar year. Actual accrual is based upon your date of hire.
- ⁽²⁾ *Years 2 – 4:* Two weeks are earned in the second through fourth years to be taken after January 1 of the year following the year in which the vacation was earned.
- ⁽³⁾ *Year 5+:* Three weeks of vacation are earned in the fifth year, and each subsequent year, to be taken in the following calendar year.
- ⁽⁴⁾ *Year 12+:* Four weeks of vacation are earned in the twelfth year, and each subsequent year, to be taken in the following calendar year.

⁽⁵⁾ *Year 20+:* Only those employees reaching 20 years of service prior to January 8, 2004 shall receive five weeks of vacation.

Section 2. Upon termination of employment, an employee shall receive accrued pro rata vacation pay. In case of death, accrued pro rata vacation pay shall be paid to the employee's estate. No accrued pro rata vacation pay will be given to those fired for gross misconduct on the job. Gross misconduct includes, but is not limited to, violent threats, theft, intoxication, or criminal activity.

Section 3. If an employee has not taken all of his or her vacation in any year by his/her anniversary date, an employee may carry over such unused time to a subsequent year, upon mutual agreement with the Editor.

Section 4. Vacation shall be arranged according to seniority.

Section 5. An employee, whose vacation time includes a holiday, shall receive an additional day of vacation to compensate for the holiday.

Section 6. Vacation shall be arranged according to seniority in the following way: Within each editorial department, Guild employees shall take the first ten (10) days of their vacation by seniority. Once all Guild employees in a department have scheduled their first ten (10) days of vacation, those employees may then schedule five (5) more vacation days, according to seniority. Each subsequent round shall also be five (5) days at a time, and also be according to seniority.

ARTICLE XIV

Sick Leave

Section 1. Employees on staff as of January 1 of each year will receive eight (8) days sick leave. New employees hired in the first quarter of the year will receive eight (8) days sick leave; employees hired in the second quarter will receive six (6) days; employees hired in the third quarter will receive four (4) days sick leave; and employees hired in the fourth quarter will receive two (2) days.

Section 2. Employees may carry up to seven (7) unused sick days over to the next year, providing a maximum of fifteen (15) sick days.

Section 3. The Publisher will provide a separate Short-Term Disability Plan for use in the event of lengthy illnesses/injuries. The benefits from this plan will be paid based on the eligibility requirements of the plan. The Publisher reserves the right to change the contract or carrier for the plan as long as benefits remain comparable. The Publisher will promptly inform the Guild of any such change.

Section 4. The Publisher will make available to Editorial Department employees a Long-Term Disability Plan which will provide 60% of pay, to a maximum of \$1,500 per month, after the employee has been absent 120 consecutive days. The premium for this plan will be shared

equally between the Publisher and the employee; the employee's portion to be deducted from the employee's bi-weekly pay. The benefits from this plan will be paid based on the eligibility requirements of the plan. The Publisher reserves the right to change the contract or carrier for the plan as long as benefits remain comparable. The Publisher will promptly inform the Guild of any such change.

Section 5. Except as provided above, unused sick leave is not accumulative and will not be paid out upon termination of employment.

Section 6. Using sick leave does not relieve an employee of his/her responsibility to regularly report to their supervisor. Excessive absenteeism will result in disciplinary action up to and including discharge.

Section 7. No deduction shall be made for sick leave from overtime, or from wages or vacation credited or to be credited to the employee.

Section 8. In the event of the death of the wife, husband, son, daughter, mother, father, sister, or brother of any employee covered by this agreement, three days off with pay shall be granted. It is agreed that such three days shall be for time lost from work on regularly scheduled workdays of an employee up to and including the day of the funeral. In the event of the death of grandparents, mother-in-law or father-in-law of any employee covered by this agreement, the day of the funeral shall be granted off with pay, provided such day is a regularly scheduled workday of the employee.

Section 9. If an employee is absent for reason of illness for three consecutive days, the Publisher may require of the employee a note from the employee's physician confirming that the absence was for reason of illness. The Publisher will apply this section without discrimination and with total confidentiality.

ARTICLE XV

Hospitalization and Medical Insurance

Section 1.

- (a) The Publisher shall pay the full cost of the health insurance plan for individual employee coverage. The Publisher shall pay any increase in the premium for individual coverage.
- (b) The employee shall be liable for the total cost of his dependents, and such cost shall be deducted from the employee's bi-weekly paycheck.
- (c) Employees hired after the start of this contract, will contribute 35 percent of the individual premium cost.

Section 2. At the employee's option, the Publisher shall pay the same dollar amount for participation in a Health Maintenance Organization, or prepaid health plan.

Section 3. The Publisher reserves the right to change the insurance carrier or contract as long as there is no reduction in benefits and the Guild is promptly and fully informed with the right to meet with the Publisher upon request. Cost containment features will be added.

Section 4. The Publisher agrees to pay for eye care and dental benefits for the employees.

Section 5. The Publisher will maintain a flexible spending account plan pursuant to Section 125 of the Internal Revenue Code **or offer an equivalent health savings account plan** for the purpose of employees' paying unreimbursed medical expenses, including any portion of insurance premiums not paid by the Publisher, and child care costs on a pre-tax basis.

Section 6. An employee shall be continuously covered by the insurance contract beginning on the first day of the month following the date of employment. Upon termination, for any reason, the employee's coverage will continue to the end of that calendar month.

Section 7. The Guild and the Publisher will establish a joint committee to make recommendations on improving dependent health care coverage and other medical benefits provided by this agreement. The Publisher will seriously consider any recommendations made by the committee, and upon agreement with the Guild, implement such recommendations.

Section 8. If a federal or state health insurance plan is enacted that affects this bargaining unit, the Guild and the Publisher will reopen negotiations on the effect of the new plan.

Section 9. **Employees are required to be vaccinated against COVID-19 unless they qualify for an exemption and reasonable accommodation because of a disability or a sincerely held religious belief. Employees will be granted paid time off to receive their vaccinations(s) and will provide proof of vaccination if asked. Employees seeking an exemption must submit their request to the Publisher in writing. Accommodations will be granted where they do not cause the Publisher undue hardship or pose a direct threat to the health and safety of others, in keeping with guidance from the Centers for Disease Control and Prevention and the Americans With Disabilities Act.**

ARTICLE XVI

Leaves of Absence

Section 1. The Publisher shall by written agreement grant leaves of absence without pay upon request and for good and sufficient reason as mutually agreed by the Publisher and the Guild; such leaves shall not be construed as breaks in continuity of service, although time spent on leaves shall not be considered as service time.

Section 2. If an employee is elected or appointed to any Newspaper Guild, or AFL-CIO office, or office of the local Newspaper Guild, or office of any organization with which The Newspaper Guild is affiliated, such employee shall be granted a leave of absence and shall be reinstated in the same position upon expiration of such leave. These terms shall also apply to

delegates elected to The Newspaper Guild and AFL-CIO conventions, both national and local, and to delegates to special meetings called by The Newspaper Guild.

Section 3. Maternity or paternity leave of up to at least six (6) months without pay shall be granted upon request to employees in the first year of service. Maternity or paternity leave of up to at least one (1) year without pay shall be granted upon request to employees who have completed one full year of service with the Publisher. In each instance, the employee must state to the editor his or her intention to return to work, 60 days before returning.

Section 4. Leaves provided for in this article shall not constitute breaks in continuity of service in the computation of sick leave, vacations and other benefits under this agreement, but may be deducted in computing severance pay, excepting in case of time spent in military service.

ARTICLE XVII

Military Leave

Section 1. An employee who is required by the United States to enter military service which takes him or her out of the employment of the Publisher, or who while the United States is at war, voluntarily enters any of the military services of the United States, or of any State, Territory or Federal District, or who has left on any such service since the enactment of the Selective Service and Training Act of 1940 and the National Guard Act of 1940, shall be deemed to be an employee on leave of absence, and shall resume his or her position or a comparable one within two (2) weeks from the date of his notice of desire to resume employment, with dismissal pay rating and other rights under this contract unimpaired.

Section 2. Time spent in service shall be considered as service time with the Publisher in the computation of all contract benefits except experience. Experience is comparable work in service shall be credited by the Publisher.

Section 3. An employee leaving for such service shall receive one week's pay, plus accrued vacation pay or shall carry over vacation credit until return from service at the employee's option.

Section 4. If an employee, upon his return from such service, is found to be physically incapacitated and unable to resume the employee's former employment, the Publisher shall make all efforts to place the employee in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found, the employee shall be considered dismissed and shall receive severance pay.

Section 5. Application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation center to place of employment.

Section 6. An employee promoted to take the place of one entering such service may, upon resumption of employment of such employee, be returned to his or her previous position and salary but at no less than the then current minimums for that position. An employee so promoted, and while such position is temporary, shall continue to accumulate experience credit in the classification from which he or she was promoted. In the event of a subsequent permanent change in employment, and consequent change of classification, the employee shall receive full experience credit in such new classification for the period in which he or she has already been engaged in the new classification.

Section 7. An employee hired to replace one entering such service, shall be covered by all the provisions of this agreement, except by this military service clause, and except that such employee, on entering such service, shall be construed to be a dismissed employee and shall be given accumulated severance pay and pro rata vacation pay.

Section 8. An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.

Section 9. Leaves of absence without pay shall be granted to employees for required service with the National Guard and the Army, Navy, Marine and Coast Guard Reserve.

Section 10. The Publisher agrees to continue group life insurance coverage for employees in service and to pay the premiums thereon.

ARTICLE XVIII

Part-Time and Temporary Employees

Section 1. Part-time and temporary employees shall receive all the benefits of this contract except pensions, except as required by ERISA, and life insurance. Part-time and temporary employees hired after August 1, 1985, will receive hospitalization and medical insurance benefits only if the part-time employee pays 50 per cent of the individual premium per work week for hospitalization and medical insurance.

Section 2. Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for in their years of experience and their classification.

Section 3. A part-time employee is one who is hired to work a maximum of 30 hours per work week provided for in this agreement and a maximum of 120 hours in any calendar month. A temporary employee, hired for a special project, will work no longer than three (3) months. A temporary employee may be hired to fill in for an employee who is on leave, workmen's compensation or disability or extended sick leave, until the employee returns. The Guild shall be notified in writing as to the nature of such project and its duration.

Section 4. Part-time and temporary employees shall not be employed where, in effect, such employment would displace or eliminate a regular or full-time employee.

Section 5. Part-time and temporary employees shall advance on the schedule of minimum salaries and vacations according to the length of their employment with the Publisher, and not according to the actual hours worked.

ARTICLE XIX
Minimum Salaries

Section 1. The following weekly minimum salaries shall be in effect during the term of this agreement:

	<u>10/07/21</u>	<u>10/07/22</u>	<u>10/07/23</u>
<u>Reporters & Photographers & Graphic Artists & Cartoonists</u>			
After 4 years	\$860.32	\$860.32	\$860.32
After 3 years	\$682.38	\$682.38	\$682.38
After 2 years	\$655.61	\$655.61	\$655.61
After 1 year	\$628.84	\$628.84	\$628.84
Start	\$528.53	\$528.53	\$528.53
<u>Newsclerks</u>			
After 4 years	\$520.41	\$520.41	\$520.41
After 3 years	\$435.07	\$435.07	\$435.07
After 2 years	\$413.43	\$413.43	\$413.43
After 1 year	\$391.76	\$391.76	\$391.76
Start	\$370.09	\$370.09	\$370.09
<u>Copy Editors</u>			
After 4 years	\$880.52	\$880.52	\$880.52
After 3 years	\$700.26	\$700.26	\$700.26
After 2 years	\$673.51	\$673.51	\$673.51
After 1 year	\$646.73	\$646.73	\$646.73
Start	\$546.41	\$546.41	\$546.41

ARTICLE XX

General Wage Provisions

Section 1. In the application of the foregoing schedule of minimum wages, experience shall include all employment in comparable work. Employees shall be classified as to job titles and experience rating by mutual agreement between the Guild and the Publisher at the time of employment.

Section 2. Any employees who work in more than one classification shall receive the rate of pay for the highest classification for the time worked in such higher classification except, for no more than 100 hours, while that employee is undergoing training for the higher classification, under agreement with the Guild. When the employees work more than half the hours in the workday in a higher classification, they shall receive the higher rate of pay for the entire workday.

Section 3. An employee paid a salary above the minimum provided for his or her actual experience shall receive an experience rating, which conforms to his or her salary.

- (a) An employee whose salary is above the minimum provided for his or her classification and experience shall have his or her salary increased by an amount equal to any increase in the minimum for his or her classification and experience when such minimums are increased.
- (b) In addition to the aforementioned salaries and increases, the Company will create a merit fund equal to .75% of the previous year's gross unit payroll from which merit bonuses will be paid. Such bonuses will be paid out between January 1 and December 31 of each year. Individual employees may receive more than one merit bonus per year. Such payments are one-time bonuses, not increases in salary. The recipients, the timing, and the amounts are all at the discretion of the Company.

Section 4. The weekly salary of any employee whose straight working time schedule requires the employee to be on duty for any part of their shift between 6 p.m. and 6 a.m. shall be increased by \$5 for that shift. There shall be no reduction of night differential for sick leave, vacation or holiday pay.

Section 5. There shall be no reduction in salaries.

Section 6. The minimum wage rates established herein are minimums only. Individual merit may be acknowledged by increases above the minimum. Individual employees are free to bargain for increases above the minimums.

Section 7. Payment of salary shall be made bi-weekly and shall be accompanied by a written account of each individual's gross earnings and enumerated deductions. The Publisher shall make payroll information available to the Guild upon request.

Section 8. There shall be equal pay for equal work.

Section 9. Upon written request of either party, Article XIX of this Agreement shall be reopened each year on the anniversary date of the signed Agreement for the purpose of negotiating the wage rates for possible changes. It is understood that only the wage rates are subject to this re-opener and that all other terms and provisions of the Agreement shall remain in full force and effect during any such negotiations.

ARTICLE XXI Expenses & Equipment

Section 1. The Publisher shall pay all legitimate expenses incurred by the employees in the Publisher's service and shall compensate for the use of an automobile in the service of the Publisher at the rate of .50 cents per mile for the duration of this contract.

Section 2. Necessary working equipment shall be provided and paid for by the Publisher.

Section 3. The Publisher shall pay each reporter and photographer \$50 per month for personal cell phone used in the service of the Publisher.

ARTICLE XXII Employee Integrity

An employee's byline and photographer's credit line shall not be used over his protest. In the event substantive changes are made in the employee's story or photo, the employee shall be consulted before publication if at all possible; if the employee cannot be consulted before publication the byline or credit line shall not be used. If a question arises as to the accuracy of the printed material, present policy will continue in that the employee concerned will be consulted prior to any consideration of any retraction of the material involved. An employee shall not be required to use his or her position as an employee for any purpose other than performing the duties of the position.

ARTICLE XXIII Privilege Against Disclosure & Authentication

Section 1. An employee may refuse, without penalty or prejudice, to give up to outside authorities custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes, or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of his or her sources, in connection with this employment. An employee may refuse, without penalty or prejudice, to authenticate any published material in any outside proceeding. The foregoing shall not apply in libel cases in which the Publisher is named as defendant.

Section 2. The Publisher shall notify the employee concerned, and the Guild, of any demand on the Publisher for such surrender or disclosure. The Publisher shall not surrender or disclose any of the above without prior consultation with the employee concerned.

Section 3. If the Publisher and the employee agree that the employee should refuse to surrender or disclose or authenticate and if the employee is then proceeded against under law on account of such refusal, the Publisher shall move to join as a party to such proceeding; shall meet all expenses incurred by the employee, including expenses of legal counsel retained by the employee, and shall indemnify such employee against any monetary loss, including, but not limited to fines, damages or loss of pay.

Section 4. In no case shall an employee suffer loss of wages, employee status or benefits under this contract as a result of his or her refusal, with the consent of the Publisher, to surrender, or disclose, or authenticate.

ARTICLE XXIV Outside Activities

Section 1. Employees of the Company shall be free to engage in any activities outside working hours, provided such activities do not conflict with the product or the employee's work, or do not consist of service for media organizations in direct competition with the Company including, but not limited to: The York Daily Record/Sunday News, The Harrisburg Patriot News, Sunday Patriot, Capital News Service, The Baltimore Sun or any other publications targeted toward the Baltimore market, The Dillsburg Banner, The Delta Star, The Gettysburg Times, The Lancaster New Era, Intelligencer Journal, Lancaster Sunday News, Community Courier, WGAL-TV, WPMT-TV, WHP-TV, WHTM-TV, WITF-TV, WITF-FM, WSBA-AM, WOYK-AM, The Merchandiser, USA Today, Central Penn Business Journal, the media department of any organization in the York/Adams region, the media department of any organization that might be reported on by The York Dispatch, or any online service in direct competition with the Company.

Section 2. Without prior permission of the Company, no employee shall exploit his or her connections with the Company in the course of such activities. Permission to assist non-profit or community groups on an unpaid basis will not be withheld as long as there is no conflict of company interest. Exceptions may be made only with agreement between the Company and the employee.

ARTICLE XXV Email and Internet

Section 1. The Company shall have the sole and exclusive right at any time to establish, abolish, or alter the practices or customs of personal use of email and personal use of the internet by employees while at work and to limit or restrict such practices or customs as the Company may determine. An employee shall obtain prior permission from the Company to operate or post

to a Web site or Blog or to blog or otherwise use the internet when it identifies the employee as associated with the Company and reveals the employee's personal opinions on news worthy issues.

ARTICLE XXVI General Provisions

Section 1. The Publisher agrees to provide a bulletin board suitably placed in the Editorial Department for the use of the Guild.

Section 2. The Publisher agrees not to enter into or have any agreement with any other Publisher binding such other Publisher not to offer or give employment to the employee of the Publisher.

Section 3. There shall be no strikes before the expiration date of this contract on October 6, 2020.

Section 4. An employee called to serve on a jury or to testify at a court or administrative proceeding shall receive the employee's regular weekly salary minus any jury duty pay or witness fees during period of such service or appearance. A night shift employee called for such service or appearance shall not be required to work on the day or days so spent.

**ARTICLE XXVII
Duration & Renewal**

Section 1. This agreement shall commence on 10/7/2021 and expire on 10/6/2024.

Section 2. Within six (6) months prior to 10/6/2024, the Publisher or the Guild may initiate negotiations for a new agreement to take effect on 10/7/2024. The terms and conditions of this agreement shall remain in effect until such negotiations are lawfully terminated.

TNG-CWA, LOCAL 38218

By Mel Bank
For the Guild

Date 10/5/21

THE YORK DISPATCH

By Teresa Hoover
For the Publisher

Date 10/5/21

By [Signature]
Editor

Date 10/5/21

In addition: The publisher agrees to pay each union employee a one-time signing bonus of \$500.

TNG-CWA, LOCAL 38218

By Mel Bank
For the Guild

THE YORK DISPATCH

By Teresa Hoover
For the Publisher

By [Signature]
Editor