MEMORANDUM OF AGREEMENT
FINAL TERMS AS TENTATIVELY AGREED
MAY 12, 2020

Section 1. Furloughs for all employees whose base pay is $40,000 and higher

(a) Starting in the month of May 2020, all employees whose annual base pay is $40,000 and higher will each be furloughed for three (3) weeks without pay. Generally, the furloughs will be scheduled for one week each in the months of May, June and July 2020, subject to operating needs, and as determined and scheduled by the employee’s supervisor. All furloughs will be completed by July 25, 2020.

Each week of furlough will be scheduled within the Sunday through Saturday payroll week.

The Employer will not contest otherwise valid applications for unemployment insurance by employees on furlough.

(b) Employees with a preference for the specific week(s) during which their furlough(s) will be scheduled should discuss their preference with their supervisor. The Employer will attempt to accommodate such requests, but granting of such requests will be in the sole discretion of the Employer.

(c) No furloughed employees will be assigned work or shall perform work while on furlough.

(d) Paid time off may not be taken or applied during any of the furlough weeks. The foregoing does not apply to medical leaves of absence approved by Lincoln Financial, during which short term disability benefits may be applicable.

(e) Benefits coverage will continue during the furlough weeks, with normal bi-weekly employee benefits contributions deducted from pay for the pay period in which each furlough occurs. Employee benefits contributions which cannot be withheld for any reason will be considered to be in arrears, and will be withheld from future pay until fully paid.

(f) A furlough will not be considered a break in an employee’s continuous length of employment with the Employer. Paid time off (applicable to hourly employees), however, does not accrue during any unpaid weeks.

(g) Employees may continue to schedule paid time off for non-furlough weeks during the furlough period, consistent with the regular scheduling and approval procedure for time off.

(h) Prior to accepting a freelance assignment to be performed during a furlough week, an employee must follow the normal process of discussion of the specific freelance work with their
supervisor and receiving approval of the freelance work. Supervisors will promptly consider and respond to such requests.

Section 2. Severance pay and benefits option for employees who will be furloughed

(a) Any employee who will be furloughed is offered the option of voluntarily resigning with status quo severance pay and benefits as set forth in the Employee Handbook, subject to each employee signing and not revoking the Employer’s voluntary separation and release agreement, which agreement will include the following two additions:

The Confidentiality of General Release paragraph of the Employer’s voluntary separation and release agreement shall include the NewsGuild as a party with whom the release may be discussed.

The Non-Disparagement paragraph of the Employer’s voluntary separation and release agreement shall include the following sentence:

The foregoing and this General Release does not, however, in any way restrict Your rights under Section 7 of the National Labor Relations Act to engage in concerted group activities and communications to discuss or address wages, hours, working conditions or other terms and conditions of employment, nor does it restrict Your right to engage in communications with third parties, such as a union, regarding wages, hours, working conditions, and other terms and conditions of employment, nor does it restrict Your right to engage in self-organization or to join or assist a labor organization.

(b) Employees requesting to voluntarily resign must do so, in writing, to their supervisor and their Human Resources representative by no later than 5:00 p.m. on Friday, May 15, 2020.

The Employer will accept all employees eligible under Section 2(a) above who apply.

(c) The last day of work for any such employee will be Wednesday, May 20, 2020.

(d) Status quo severance pay and benefits as set forth in the Employee Handbook is two weeks of base pay for the first year of employment, plus one week of severance pay for each additional full year of employment thereafter, with a minimum of two weeks of severance pay and a maximum of payment of 52 weeks of severance pay. Each employee will have the choice of taking the severance pay as a one-time-only lump sum payment (no benefits continuation) or paid as salary and health benefits continuation for the number of weeks of severance pay. Health benefits are medical, dental, and vision insurance, paid at active employee contribution amounts.

(e) The Employer will not contest otherwise valid applications for unemployment insurance by employees who volunteer to resign with severance.

Section 3. During the months of May, June and July 2020, the Employer will not lay off to reduce the force, or implement pay reductions or furloughs beyond what the parties have agreed to
in this MOA.