

Tentative Agreement on July 14, 2022

The Associated Press: Teresita Seeburger
Teresita Seeburger (M4 14, 2022 14:51 EDT)

News Media Guild: 1.0
W4 Chenoweth (M4 14, 2022 14:51 EDT)

AP Proposal 2

~~June 2, 2022~~

July 7, 2022

Article 7 - DISMISSAL INDEMNITY/SEVERANCE

1. Except as noted in this Article, dismissal indemnity shall be paid to any employee who has completed the trial period and who is discharged, in addition to four weeks' notice of discharge, provided the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

2. Except as noted herein, dismissal indemnity shall be paid in a lump sum at the rate of two weeks of pay for the first six months of service, plus one week of pay for each subsequent full six months of continuous service up to a maximum of 72 weeks of pay for 426 months or more of continuous service. Employees who are terminated for poor performance will be paid dismissal indemnity in a lump sum at the rate of one (1) week of pay for each full 12 months of continuous service up to a maximum of 36 weeks of pay for 426 months or more of continuous service with the Employer.

3. Indemnity shall be based on the highest regular weekly salary received by the employee during his/her last continuous employment with the Employer.

4. Dismissal indemnity need not be paid to any employee discharged for proven financial dishonesty, gross insubordination, gross neglect of duty, or gross misconduct in the performance of his/her duties, when the Employer has established just cause for an employee's termination because of violation of its Equal Employment Opportunity policy, where discharge is self-provoked for purposes of collecting dismissal indemnity or where the employee does not execute a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

5. Employees who are terminated due to staff reductions at a new or merged business within 24 months of an entity's acquisition by the Employer will be paid dismissal indemnity in a lump sum at the rate of one week of pay for each full 12 months of continuous service with the Employer up to a maximum of two (2) weeks of pay. Except for those employees who are terminated within 24 months of an entity's acquisition by the Employer, anyone covered by this Agreement shall receive dismissal indemnity according to the schedule contained in Section 2 of this Article if they are affected by a staff reduction. In addition, they shall receive a severance payment based on the following schedule: two weeks of pay for employees with less than five (5) years of service; four weeks of pay for those with five (5) or more but fewer than ten (10) years of service; six weeks of pay for those with ten (10) years or more but fewer than fifteen (15) years of service; and eight weeks of pay for those with fifteen (15) years or more of service. In the case of an employee who worked for another entity at the time it was acquired by the Employer, service time and severance/dismissal pay eligibility shall be determined in accordance with the terms of the buy/sell agreement. In no case shall the Employer pay any dismissal indemnity/severance under this Article unless the employee actually is separated from the Employer's service and the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

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6. When an employee is recalled or rehired pursuant to Article 6, Section 7 (Job Security), or rehired after layoff in another location, then the amount of dismissal indemnity/severance/notice pay to be repaid by the employee shall be calculated and repaid as follows:

- a. The employee will retain an amount equal to one week of dismissal indemnity/severance/notice pay for each week that he/she was not employed subsequent to termination and prior to recall or rehire.
 - b. The employee shall repay, in a lump sum, the balance of dismissal indemnity/severance/notice pay to the Employer at the time of recall or rehire.
 - i. If an employee informs the Employer that he/she is unable to repay the balance in a lump sum, then he/she may repay the Employer in equal installments via payroll deduction over a period of six (6) months for balance amounts of \$5,000 or less, or over a period of twelve (12) months for balance amounts in excess of \$5,000. Employee agrees to execute the necessary document to authorize deduction of said repayment amounts from his/her wages.
 - ii. It is agreed that the Employer shall not delay recall or rehire as a result of the need to repay dismissal indemnity/severance/notice pay.
- c. Employees who are recalled, or rehired shall retain the seniority date they held prior to layoff. If an employee leaves employment for any reason prior to repaying the full amount of dismissal indemnity/severance/notice pay as required by this Section, then the unpaid balance will be deducted from his/her final wages and/or time off accruals, to the extent necessary and possible, as well as from any future calculation of dismissal indemnity/severance pay to which he/she may be entitled under the terms of this Agreement.
- d. The repayment of dismissal indemnity/ severance/notice pay provided in this Section is contingent upon the Employer's written notification to the affected employee of the repayment requirements contained herein at the time of his/her termination.