

Collective Bargaining Agreement

between

THE STATE

and

WASHINGTON-BALTIMORE NEWS GUILD LOCAL 323035
THE NEWSGUILD-COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC

Effective

July 10, 2022

through

July 10, 2025

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PREAMBLE

This Agreement is made effective July 10, 2022 by and between THE STATE MEDIA COMPANY hereinafter known as “the Publisher,” “the Employer,” or “the Company,” and the Washington Baltimore News Guild-CWA, Local 323035, of The NewsGuild-CWA, AFL-CIO-CLC, hereinafter known as “the Guild” or “the Union,” for itself and on behalf of all employees in the Newsroom Department of The State newspaper as set forth in Article 1.

ARTICLE 1 COVERAGE AND JURISDICTION

1. This Contract covers all full-time and part-time newsroom employees of the Employer excluding only managers, confidential employees, guards and supervisors as defined by the National Labor Relations Act.

The following positions are excluded from the contract:

- President
- South Carolina Projects Editor
- Breaking News Editor
- Politics/State Government Editor
- Sports Editor
- Metro Editor
- South Carolina Metro Editor
- Editorial Board
- Regional and/or cross-market employees employed by other McClatchy newsrooms.

2. Performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this Contract.

- (a) The kind of work either normally or presently performed by employees within the bargaining unit covered by this Contract.
- (b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed by employees in the bargaining unit, and
- (c) Any other kind of work assigned to be performed permanently by employees in the bargaining unit.

3. The Employer shall have the right in its discretion to adopt new technology, to install new software or equipment, and to use a new process for the performance of work presently or historically performed by employees covered by this Contract. To the greatest extent practicable, the Employer shall give the Guild at least thirty (30) days’ notice prior to the installation of such software, equipment, or technology.

4. The Employer is free to use stringers so long as such use does not directly result in the layoff of an employee, elimination of a bargaining unit position or a reduction of bargaining unit hours. The News Department manager and supervisors may create and publish content and perform other bargaining unit functions as needed, so long as such work does not result in the layoff of an employee, elimination of a bargaining unit position or a reduction of bargaining unit hours. An

employee promoted out of the unit shall not continue to perform their bargaining unit duties, unless otherwise mutually agreed for coverage and/or transitional purposes.

5. The Employer may use wire services or other outside providers to obtain world, national, regional or otherwise relevant and unavailable content.

ARTICLE 2 - UNION SHOP/ UNION RIGHTS

1. Employees covered by this Agreement shall have the right to belong or not belong to the Guild, and the right to pay or not pay dues and/or fees to the Guild if they are not members.

2. There shall be no interference or attempt to interfere with the lawful operations of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement.

3. Subject to work needs and availability of space, Guild meetings may be held and attended during non-working hours on the Employer's premises, provided such meetings are reasonable in frequency and duration and do not disrupt the work. The Guild will give the Employer reasonable notice of such meetings.

4. The Publisher agrees to provide bulletin boards suitably placed for the exclusive use of the Guild.

ARTICLE 3 - DUES CHECKOFF

1. Upon an employee's voluntary written assignment, the Employer shall deduct from such employee's earnings on each pay period and pay to the Guild no later than the 10th day of each month following the month dues are deducted, an amount equal to Guild 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 to the Employer by the Guild. Such a schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The Employer shall accept digital signatures on authorizations.

2. The dues deduction assignment shall be made upon the following form:

Assignment and Authorization to Deduct Guild Membership Dues To: The State

I hereby assign to The Washington-Baltimore News Guild and authorize the Employer to deduct each pay period from my earning as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer or designee of the Guild starting in the first pay period in the month following the date of this assignment. I further authorize and request that Employer to remit the amount deducted to the Guild not later than the 10th day of the month following the month in which dues are deducted.

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 the Employer 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 and Union receives it.

The 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.

Employee's signature

Date signed

ARTICLE 4 - EMPLOYEE INFORMATION

1. Annual Employee Information The publisher shall furnish the Guild annually the following information in connection with employees represented by the Guild:

- A. name
- B. date of hire
- C. job title
- D. rate of pay
- E. work location
- F. date of birth
- G. race/ethnicity, if identified
- H. gender or gender identity, if identified
- I. home address

2. Bi-monthly Employee Information

The Publisher shall notify the Guild bi-monthly, in writing or electronically, of:

- A. Any changes in section 1 above and effective date.
- B. Merit raises.
- C. Resignations, terminations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.

ARTICLE 5 - HIRING OF EMPLOYEES

1. The Employer shall send email notices to all bargaining unit employees of vacancies or new positions it intends to fill and that has been approved to be filled on the Company's applicant tracking system and such postings shall be made available to employees on McClatchy.com/careers. The Employer shall post any such positions for a minimum of seven days to allow employees to apply.

2. a) The Employer adheres to and supports a hiring policy which affords equal opportunity to qualified individuals regardless of their race, creed, colors, national origin, ethnicity, age, gender, gender identity, religion, marital status, parental status, family care status, citizenship, sexual orientation, medical condition, physical disability, mental condition, veteran status, or ancestry or any other characteristic protected by local, state or federal law. The Employer will consider qualified applicants referred by the Guild.

b) Upon ratification of the Agreement, and for the term of the Agreement, the Employer shall commit to hiring at least one racially diverse student intern per year. As part of this effort, the Employer shall actively recruit college students at Historically Black Colleges and Universities (HBCU). Any resulting interns would be assigned to a mentor during the internship. Interns would receive coaching, training and mentoring. Interns would be paid at least \$15 per hour.

3. In seeking job applicants, the Employer will continue to make significant effort to recruit broadly and to foster a diverse applicant pool. The Employer will furnish job vacancy postings that have been approved to be filled to representatives of the following organizations (and additional organizations the parties may agree to) via the email addresses specified below, but is not obligated to advertise or pay a job board listing fee:

- National Association of Hispanic Journalists (addressinfo@nahjcareers.org);
- National Association of Black Journalists (addressinfo@nabj.org);
- Native American Journalists Association (addresscontact@naja.com);
- Asian American Journalists Association (national@aja.org);
- National Lesbian and Gay Journalists Association (addressinfo@nlgja.org);
- Association for Women Journalists (support@jaws.org);
- Journalism and Women Symposium (Guild to provide email address).

The Guild will share other outlets and organizations for the Employer to consider in promulgating its job postings.

4. The Employer will provide reasonable accommodation to qualified individuals with disabilities in compliance with all local, state and federal laws.

5. A newly hired employee shall be subject to a probationary period of ninety (90) calendar days. By mutual agreement of the Guild and the Company an employee's probationary period may be extended by up to ninety (90) additional days. During this probationary period (which includes the first day of employment), the employee may be discharged with or without cause.

6. If, in the opinion of the Employer, the employee has proven their competency in less than the 90-day trial period nothing shall prohibit the Company from lifting the probationary period at any time.

7. The Employer shall give reasonable, written advance notice to a probationary employee of any weaknesses that may exist in their performance that, if not corrected, could result in their discharge prior to or on the expiration of their probationary period.

ARTICLE 6- LAYOFF AND RECALL

1. There shall be no dismissals except for just and sufficient cause or to reduce the force. The term, “reduce the force” as used herein, shall be construed as synonymous with layoff for economy and/or “staff reductions.”

2. The following provisions shall apply to staff reductions:

(a) Layoffs to reduce the force may be made as the needs of the Publisher require. The Publisher shall decide when and how many employees shall be laid off and its decision on those matters shall not be subject to the grievance and arbitration provisions of Article 9 of the Agreement.

3. To the greatest extent practicable, the Publisher shall give the Guild at least forty-five (45) days advance notice of its intent to conduct a layoff. In no event shall the Publisher provide less than two weeks’ notice. The notice shall be in writing and shall include the reasons for the layoff, and the position(s) affected. At the Publisher’s discretion laid off employees may be excused from work during the notice period.

4. Voluntary Layoffs. The Publisher may elect, in its discretion, to solicit volunteers to be laid off. If the Company does request voluntary layoffs it shall not be required to accept the offer of any employee who volunteers to be laid off. In instances of voluntary layoff, employees volunteering for layoff shall receive the same layoff benefits per Article 7: Severance, as if involuntarily laid off, provided they sign a joint waiver and release of claims. The number of volunteers shall not exceed the number of planned layoffs.

5. Involuntary Layoffs. If it is determined that an involuntary layoff is necessary, the Publisher shall then select employees for layoff as set forth below.

One: The Publisher shall consider the operational needs of the Publisher which includes, but is not limited to, the work to be done and an employee’s demonstrated present ability to perform the remaining job(s), which is recognized as a threshold requirement;

Two: The previous journalism experience, skills, previous job performance based on annual evaluations, attendance record, training and other qualifications of employees covered by this Agreement.

Three: The relative seniority of the affected employees. In instances where the aforementioned qualifications, in aggregate, are equal, the least senior employee shall be laid off.

6. Within seven (7) calendar days after the employee is notified of their layoff, the laid off employee shall notify the Publisher, in writing whether they want to have their name placed on the rehire list. Except for employees who volunteer for a layoff, laid off employees shall be placed on the recall list for twelve (12) months. The Employer shall notify individuals on the rehire list of each new vacancy in the bargaining unit. In filling any vacancy, the Employer retains the right and discretion to hire the individual deemed best qualified using the criteria above.

7. Any notice of re-employment eligibility to an employee who has been laid off shall be made by email to their last known email provided by the individual. The employee must respond within five (5) business days of receipt or will be subject to removal from the recall list.

8. Where seniority is cited in this Collective Bargaining Agreement, it shall be calculated from date of hire or most recent rehire date, at The State or another McClatchy/Knight Ridder property, unless there has been a break in service for longer than one (1) year.

9. The Publisher shall determine the size and composition of its staff and shall maintain an adequate working force at all times so that there is no imposition of any unreasonable amount or type of work on any employee. The Employer shall also determine coverage priorities and the type of work to be performed. The Publisher recognizes that substantial additional duties imposed on employees may impact an employee's ability to perform their on-going duties.

10. The Publisher may enter into individual discussions with employee(s) and may offer monetary payments or other incentives in exchange for an employee's voluntary termination of employment. The Company shall notify the Union in advance of the terms of any such offers to be made to employee(s).

ARTICLE 7- SEVERANCE

1. When a regular full-time employee covered by this agreement is laid-off, the employee shall receive two weeks' severance pay for every year of full-time equivalent service (prorated for fractional years of service) up to a maximum of twenty-six (26) weeks with a minimum of four (4) weeks. Such pay shall be computed at the employee's current rate of base pay excluding any overtime, shift or job differentials or any other premium or additional compensation, and shall be paid on a bi-weekly basis.

2. Severance pay shall be paid to part-time employees on a bi-weekly basis in amounts totaling a full severance amount equal to one (1) weeks' pay for every year of service (prorated for fractional years of service) up to a maximum of thirteen (13) weeks with a minimum of two (2) weeks. Such pay shall be computed at the employee's current rate of base pay, based upon average hours worked during the immediately preceding six (6) months excluding any overtime, shift or job differentials or any other premium or additional compensation.

3. Severance pay need not be paid to an employee discharged gross misconduct, in the case of or a self-provoked discharge for the purpose of collecting severance pay, to temporary employees (including interns) or on-call employees, or to an employee who retires from The Company or who leaves of his or her own volition. The payment of severance in any of these cases shall be optional with the Publisher.

4. From severance pay the Publisher may deduct any levy or tax to which the employee is subject under state or federal legislation.

5. A person re-employed who has received severance pay becomes a new employee of the Publisher as regards to severance pay.

6. If an employee eligible for a severance benefit dies, after the employee has been terminated but before the severance payment has been made, the Company shall pay the severance amount to the employee's beneficiary, or the employee's estate, if no beneficiary has been designated.

7. In addition, the Publisher shall pay the balance of the COBRA premium for three (3) months or until the employee receives health coverage from another employer, whichever comes first, provided the employee pays the portion equal to the active employee premium for the plans in which the employee and/or dependents are enrolled at the time of termination.

8. In order to receive the severance payments, and, if applicable, the COBRA subsidy, an affected employee must sign a valid waiver and release agreement (attached as Appendix A).

ARTICLE 8 - DISCIPLINE

1. There shall be no discipline or discharge (except layoffs to reduce the force) without just and sufficient cause.

2. Progressive discipline will generally be represented by the following:

- Oral Warning
- Written Warning
- Final Written Warning and / or suspension
- Discharge

The reason for any discipline shall be made in writing to the employee at the time of the discipline. The Parties recognize that these steps are not mandatory and that there are certain offenses (including, but not limited to serious Code of Conduct violations, serious Newsroom Ethics violations, acts of violence, theft or dishonesty, threats to others, etc.) and/or circumstances that warrant discipline without progressive discipline, up to and including termination.

3. Before any meeting that might result in discipline, or is for the purpose of imposing discipline, the Employer shall notify the employee of his or her right to have a union representative present at such a meeting.

4. An employee shall receive a copy of any documents the employee signs and/or acknowledges that will be placed in their electronic personnel file, including but not limited to commendations and disciplinary materials. The employee shall be allowed to place a reply to any such statement or documents into their electronic file. An employee and the Guild shall have the right to examine their electronic file at reasonable times. In the ordinary course, employees shall receive copies of written comments concerning the employee received from the public by the Publisher or Editor.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

1. Grievance Definition- The term “grievance” shall mean any dispute between the Publisher and the Guild, or between the Publisher and any Employee covered by this Agreement, involving the meaning, interpretation, application, or alleged violation of the provisions of this Agreement, or the discharge or other discipline of employees. It is agreed between the parties every effort be

made to maintain a harmonious relationship. To this end both parties will give prompt attention to disputes and will in good faith endeavor to settle all differences by amicable discussions.

2. Grievance Procedure

A. Step 1 Should the procedure above fail to solve the problem, a grievance shall be filed in writing within fourteen (14) calendar days after the action, inaction, occurrence or condition constituting the grievance occurred, or within fourteen (14) calendar days after any of the above reasonably should have been known to the Guild with reasonable diligence, whichever date is earliest. The grievance shall specify the nature of the grievance and the contractual article or articles, if any, upon which the grievance is based. Should the grievance originate with the Company, the Editor (or other designated Company official) shall notify in writing the Guild Unit Chairperson (or other designated Guild official) of the grievance and request a meeting within fourteen (14) calendar days after the action, inaction, occurrence or condition constituting the grievance, or within fourteen (14) calendar days after any of the above reasonably should have been known to the Company with reasonable diligence. The Publisher (or Guild) agrees to convene a Step 1 meeting within fourteen (14) calendar days of the written notice by the Guild (or Publisher). The meeting should include the grievant(s) and a Guild steward/officer or Guild Local Representative and no more than two representatives from management. The Publisher (or Guild) shall respond in writing within fourteen (14) calendar days of the Step 1 meeting.

B. Step 2 If the grievance is not resolved, abandoned or withdrawn through the Step 1 process, the Guild or the Company, as the case may be, shall have fourteen (14) calendar days after the receipt of the written response to request a step 2 meeting. The Publisher (or Guild, as the case may be,) agrees to convene a Step 2 meeting within fourteen (14) calendar days of the Step 2 request. The meeting should include the grievant(s) and a Guild steward/officer and/ or a Guild Local Representative. An equal number of managers shall be allowed to attend. The Publisher (or Guild, as the case may be,) shall respond in writing within fourteen (14) calendar days of the step 2 meeting. Any agreement reached during Step 1 or Step 2 shall be final and binding on the employee, the Guild and the Publisher.

3. Arbitration - If no settlement of the grievance is reached in step 2, the grieving party may, within thirty (30) calendar days of receipt of the written response in step 2, submit a demand to the other party for binding arbitration. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of nine arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. The party to make the first strike will rotate with each panel. If the arbitrator selected is not available for an unreasonable amount of time the parties may mutually agree to request a new panel from FMCS. All costs of such arbitration shall be borne equally by the parties. However, each party shall bear its own cost of advocacy and witnesses. No party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If only one party wishes to have a transcript of the hearing, the other party shall not have access to the transcript. Each party shall have the right to appearance by counsel of its choice and to present evidence subject to the right of cross examination. Each party shall have the right to present written arguments by brief after the close of the evidence. The decision of the arbitrator shall be in writing and signed by the arbitrator.

4. In the event there is a dispute between the parties involving the discharge of employees covered by this Agreement, the parties agree that the Guild Administrative Officer or designee and the Editor or designee will meet within seven (7) calendar days following notice to the Guild of such discharge. If the dispute is not settled within that seven (7) day period, the Guild may move to arbitration within fourteen (14) calendar days following the Company's response to the Guild following the meeting. The Guild and the Publisher will select an arbitrator within ten (10) working days of the notice to move to arbitration by using the procedure provided in Section 3 above. The arbitrator selected must agree to render a decision within seventy-five (75) calendar days after the close of the hearing, or receipt of all post-hearing briefs from the parties, whichever is later.

5. Bargaining unit employees may act as union stewards on paid time. Stewards shall be allowed reasonable release time to investigate, process and present grievances during work time with approval from the supervisor provided that the supervisor has been given proper notification, either via phone call or in writing, of the steward's need to conduct Union Representation work. Such approval shall be based upon coverage and reporting needs and will not be unreasonably denied.

6. Deadlines – The Publisher and the Guild may mutually agree to extend the deadlines set out in each step of the grievance and arbitration procedure. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline or to permit an untimely request for an extension or an untimely grievance shall not be precedential. Absent an agreement to extend the deadlines, a failure of a party to meet a deadline shall result in the grievance being deemed waived (if they are the grieving party) or the grievance automatically advancing to the next step (if they are the responding party).

7. Renewal or extension of this Agreement and the terms of any successor agreement are not subjects of any grievance or arbitration under this Agreement and are beyond the jurisdiction of any arbitrator.

8. Any decision, award, determination or other action by any arbitrator shall be subject to judicial review by courts of competent jurisdiction in accordance with applicable provisions of the law, including but not limited to those relating to vacating arbitration decisions and the interpretation and construction of agreements.

ARTICLE 10 - NON-DISCRIMINATION

The Publisher shall not discriminate in matters of hiring, training, promotion, transfer, layoff, termination or otherwise because of race, color, religion, national or ethnic origin, ancestry, physical or mental disability, age, marital or parental status, pregnancy, genetic predisposition or carrier status, sex or sexual orientation, gender identity, military or veteran status or any other characteristic protected by local, state or federal law. The Publisher agrees not to discriminate against any employee because of their lawful activity as a member of the Union or any job candidate because of previous union activity.

ARTICLE 11 - HARASSMENT-FREE WORKPLACE

In accordance with the Company's Anti-Harassment Policy (Appendix B), the Company shall provide employees with a work environment that is free of harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age, disability, veteran status or any other legally protected status. It is the responsibility of all employees of the Company to ensure that no employee is illegally discriminated against. Harassment of any employee or vendor is strictly prohibited.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

1. For full-time employees the standard work week shall be forty (40) hours, five (5) days per week.

2. The standard working day shall generally consist of eight (8) hours falling within nine (9) consecutive hours. Consistent with past practice, exceptions may be made upon the mutual agreement of the employee and the Publisher.

3. The Publisher shall compensate non-exempt employees for overtime at the rate of time and one-half of the employee's regular hourly rate. Overtime shall be defined as hours worked beyond forty (40) hours in a work week. Whenever practicable, overtime shall be authorized in advance. The Publisher will endeavor to evenly distribute overtime and rotate overtime so that no single employee is burdened with excessive amounts of overtime work except where operational and skill requirements do not permit. No employee shall be required to take compensatory time in lieu of overtime, but compensatory time may be approved upon mutual agreement of the employee and the Employer.

(a) The Publisher shall cause a record of all overtime to be kept with such record to be made available to the Guild upon request. Employees shall be responsible for entering their work hours, including overtime work hours, into the Company's timekeeping system (Kronos).

(b) No employee shall, without his or her consent, be scheduled to work more than six (6) consecutive days without being given at least one (1) day off in two calendar weeks. The Parties recognize that exceptions may be made to address News Emergencies and/or unexpected absences resulting in staffing and coverage shortages

4. A full-time employee who is called in to work or to a news event on their scheduled day off, or asked to come back online while working remotely shall receive a minimum of two (2) hours pay or actual time, whichever is greater, including travel time, if applicable.

5. Employees may be called back to their work site or news event or asked to come back online while working remotely by management after their regular day or night work due to unanticipated operational needs. Employees called back to the worksite away from their home or to a news event after the regular day's or night's work shall receive two (2) hours' pay including time traveled to and from work, or the actual time, whichever is greater. Employees asked to come back online while working remotely shall be paid for all hours worked.

6. Consistent with past practice, when operational needs allow, employees shall be provided reasonable time off between the completion of one shift and the beginning of the employee's

next shift. It is agreed that operational needs may not allow for reasonable time off between shifts for coverage of news events such as but not limited to municipal, state and federal elections and severe weather coverage.

7. Unless the situation is a breaking news or emergency situation or both parties mutually agree to extra work, managers shall not require workers to take extra shifts with less than seven (7) days' notice.

8. Employees shall be allowed to trade shifts and/or days off provided (a) no overtime shall be paid as a result of such trade and (b) the supervisor agrees in advance to each instance of a trade.

a) The Guild and the Employer recognize that some employees will have regular coverage responsibilities outside of normal working hours (i.e. attending public meetings) and that their schedule may vary week-by-week because of these constraints.

b) Real-time shift. In the case when news reporters are needed to cover Friday real-time shifts, those shifts shall be scheduled at least three (3) months in advance for reporters on the Metro team, Politics/Government team, and investigative/projects team. No reporter shall be expected to work more than two (2) Fridays real time shift per quarter except by their agreement.

9. Weekend scheduling If the Employer institutes rotating weekend scheduling for employees not consistently scheduled to work Saturday or Sunday, as is consistent with past practice, weekend shift schedules will be set two (2) months in advance.

10. Time actually spent in transit by employees traveling to and from assignments, shall be considered working time. Commuting time between an employee's home and the Employer's workplace, or from home to a local first assignment of the day, shall not be compensable. Travel time on overnight and out of town assignments, shall be considered working time.

11. Telecommuting - By mutual agreement between the Publisher and an employee, full-time employees may work a 40-hour work week from locations other than the Company's Columbia facility. Permission shall not be unreasonably denied. The parties agree that from time to time it will be more efficient for an Employee to start or end their day by working remotely.

12. Employees scheduled to work on Saturday or Sunday as one of their regular shifts in the five (5) day work week shall receive two (2) consecutive days off or the employee shall have the option to split days off.

13. The Publisher may allow an employee time off for personal business, or may agree to a schedule change requested by an employee. If an employee is allowed a partial day off during a regular working day to handle personal matters, the Publisher may require that this time be made up within the same week but not on the employee's day off (unless the employee chooses to make up the time on their scheduled day off). If an employee requests and receives a full day off, other than their regular day off, they shall make up such time by working on one of their regular days off. Agreement to any change for personal reasons is at the option of the Publisher, who shall not be penalized in terms of overtime, differentials, premiums, or in any other form, for such agreement. All applicable overtime, compensatory time, differentials, premiums, etc. shall be paid if a requested schedule change is work related rather than for personal reasons.

ARTICLE 13 - HOLIDAYS

1. Each calendar year, the Publisher shall give Regular Full-Time employees (30 or more hours per week) time off with pay for the following holidays:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Presidents Day
- d. Memorial Day
- e. Juneteenth
- f. Independence Day
- g. Labor Day
- h. Thanksgiving
- i. Christmas Day
- j. The employee's choice of a day during the calendar month of the Employee's birthday
- k. "Diversity Day" to be named by the employee and approved by the Employer.
(Personal day)

2. Any employee who elects or is required to work on any of these holidays, or the day its observed, shall be paid at the rate of time and one-half, unless the employee and the supervisor mutually agree to substitute the holiday for another day (to be paid at regular time). With the exception of staff who normally work on weekends, when a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday. Employees who work five days during a holiday week, but not the holiday, shall receive one day of compensatory time on a mutually agreed to substitute date (to be paid at regular time).

3. Employees will be asked to submit their request for a diversity day at least forty-five days in advance. In order to be eligible for a Diversity Day, employees must have been hired on or before January 1 of the current year.

4. Cultural / Religious holidays: By agreement with their supervisor, an employee may select any three (3) cultural or religious holidays to substitute for any of the three (3) holidays listed in Section 1 above. Such selection shall be arranged with the supervisor at the start of each calendar year.

5. Holiday Scheduling: Holiday scheduling will be done on a voluntary basis in order of seniority as far in advance as practicable. The Publisher reserves the right to make changes to the holiday schedule and/or to schedule an employee to work on a holiday when an opening appears or when necessary for adequate news coverage and/or due to breaking news or other events.

ARTICLE 14- VACATION

1. Covered employees are eligible for paid vacation on a calendar year basis in accordance with the schedule outlined below. The Employer shall provide enough scheduling flexibility for employees to take their accrued vacation during the calendar year in which it is earned.

2. Employees shall maintain the ability to roll over a maximum of ten (10) days of accrued but unused vacation. On December 31st of each year, any such accrued but unused vacation, up to a

maximum of ten (10) days, shall be converted to Personal Bank (which may be used but shall not be paid out upon separation). The maximum number of days an employee may maintain in their Personal Bank at any time is capped at ten (10) days.

3. Regular part-time employees are eligible for paid pro-rated vacation.

4. The following schedule shows the maximum accrual amounts based on length of service:

0 – 4 Years of Service: 0.057693 hours of vacation for each hour of straight time paid up to a maximum of 120 Hours per year. (15 days)

After 4 Years of Service: 0.076923 hours of vacation for each hour of straight time paid up to a maximum of 160 Hours per year (20 days)

5. Within a year, employees shall be allowed to use up to one (1) week of vacation before it is accrued. It is understood that this would result in a negative vacation balance, creating a payment advance for the employee. It is agreed that if the employee has a negative vacation balance at the time of their termination, the amount advanced by the Employer to the employee is subject to recovery from their final paycheck. During the first year of employment, the maximum vacation available to take by a new employee will be pro-rated based on the employee's start date.

6. An employee whose vacation time includes a recognized holiday shall be paid holiday pay for the holiday and shall not be charged a vacation day for that holiday.

7. Upon termination of employment, an employee (or their estate in case of death) shall receive accrued but unused vacation pay.

8. Employees shall schedule vacation via email with their supervisor and should request vacation time off as far in advance as possible, and in no event, later than two (2) weeks prior to the requested vacation if the vacation is one week or less, or three (3) weeks prior to the requested vacation if the vacation is for more than one week. The supervisor shall not unreasonably deny requested vacation dates but may limit the number of employees on vacation at any given time based on operational needs. If the number of employees on vacation must be limited, full-week vacation requests shall take priority over single-day requests.

9. Approved vacation may be rescinded or changed by management due to operational emergencies and bona fide news emergencies.

ARTICLE 15 – PARENTAL LEAVE

The Employer will provide six (6) to eight (8) weeks of fully paid maternity leave for eligible employees who give birth. In addition, the Employer will provide up to ten (10) weeks of fully paid parental leave – in addition to paid maternity leave - to employees following the birth of an employees' child or the placement of a child with an employee in connection with adoption, parental surrogacy or foster-to-adopt care.

Fully paid maternity leave for employees who give birth, begins once the child is born and continues 6-8 weeks after the child's birth depending upon natural or c-section delivery.

Prior to the birth of the child, if the employee giving birth to the child is released from work by their physician, before the child's projected due date, they will be covered during that pre-partum period under the Company's short-term disability program.

Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the company for at least six (6) months; and
- Be regularly scheduled to work at least 30 hours per week; temporary employees (hired for less than one year) and interns are not eligible for this benefit.

In addition, to qualify for paid parental leave employees must meet one of the following criteria:

- Have given birth to a child; or
- Be the married spouse or domestic partner of a person who has given birth to a child; or
- Have had a child placed with them through parental surrogacy; or
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be 17 years or younger). The adoption of a new spouse's child and temporary foster care such as respite, emergency, kinship or therapeutic foster care, is excluded from this policy.

Amount, Time Frame and Duration of Paid Maternity and Parental Leave

Paid maternity leave benefits for employees giving birth, can commence as of the child's actual delivery date. The paid maternity leave program will pay six (6) weeks of base pay as a result of a natural delivery and eight (8) weeks of base pay as a result of a c-section delivery. Paid maternity and parental leave benefits will be paid on a biweekly basis on regularly scheduled pay dates. All maternity and parental leave payments will be integrated with, and offset by, any applicable local, state and/or federal paid leave or disability pay. All payments will automatically assume participation in the applicable local, state and/or federal paid leave or disability pay programs.

Eligible employees will receive up to a maximum of ten (10) weeks of paid parental leave per birth, adoption, parental surrogacy or foster-to-adopt placement of a child/children. The fact that a multiple birth, adoption, parental surrogacy or placement occurs (e.g. the birth of twins or adoption of siblings) does not increase the ten (10) week total amount of paid parental leave granted for that event. In no case will an employee receive more than ten (10) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, parental surrogacy or foster-to-adopt placement event occurs within that 12-month time frame.

If an eligible employee gives birth to another child within the 12-month time frame, the employee giving birth will be covered under the Employer's paid maternity leave program only. If the employee has not been released by their physician at the end of the paid maternity leave program, the employee may be eligible for the Employer's short-term disability program.

Each week of paid maternity and parental leave is compensated at 100 percent of the employee's regular straight time weekly pay, based upon their standard hours per week. Paid maternity and parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption, parental surrogacy or placement of a child with the employee. Paid parental leave may not be used or extended beyond the 12-month time frame. Paid parental leave for the employee giving birth may begin after their paid maternity leave has ended.

Employees can take parental leave in a minimum of one-week increments and must use all paid leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

Upon termination of the individual's employment, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

Paid maternity and parental leave taken under these policies (where applicable) may run concurrently with leave under the FMLA, any applicable state or local leave law; as well as the company's short-term disability program. Any leave taken under these policies that falls under the definition of circumstances that qualify for the leave due to the birth or placement of a child due to adoption, parental surrogacy or foster care, the leaves will be counted towards the 12 weeks of available FMLA per 12-month period, as well as applicable leaves in state and local law. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave - whether paid or unpaid - granted to the employee under the FMLA, exceed the 12 FMLA weeks during the 12-month FMLA period.

After the paid parental leave is exhausted, the balance of any leave may be compensated through employee's accrued sick, Personal Bank, vacation and personal time. The employee has the option whether or not to use their remaining sick, Personal Bank, vacation or personal time. Upon exhaustion of employee elected use of accrued sick, Personal Bank, vacation and personal time, any approved remaining leave will be unpaid leave.

The company will maintain all benefits for employees during the paid maternity and/or paid parental leave.

If a company holiday occurs while the employee is on paid maternity and/or paid parental leave, the employee will not be eligible for holiday pay, and such day(s), will not extend the total paid maternity or paid parental leave entitlement.

Request for Paid Parental Leave

The employee will provide their supervisor and the People Team Leave Administrator with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave is not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation required to substantiate the request.

ARTICLE 16 - SICK LEAVE, BEREAVEMENT LEAVE, LEAVES OF ABSENCE

1. Sick leave is designed to protect employees against loss of income during times of illness, injury or disability. Sick leave may be used to cover absences caused by the illness of or injury to the employee, domestic partner or a member of an employee's immediate family. Sick leave may be used for doctor and dental appointments. Employees should notify their manager of the need to use sick leave as far in advance as possible (unless a reasonable excuse is provided for their inability to provide such advance notice). Employees are responsible for entering their sick day(s) into the Company timekeeping system (Kronos).

2. Sick leave shall be paid at the employee's regular rate of pay. Eligible full-time employees shall be granted ten (10) days of sick leave each year. New employees shall be granted upon hire a prorated amount of sick based on their hire date, which may be used during their probationary period. At the beginning of the calendar year immediately following the hire date and at the beginning of each calendar year thereafter, eligible full-time employees shall have ten (10) sick days. Unused sick leave shall not be carried over year to year, and may not be converted to a cash benefit and is not payable upon termination of employment for any reason.

3. Part-time employees who average thirty (30) hours of work or more per week are entitled to sick leave on a pro-rated basis.

4. The Employer may request the employee to provide documentation from a health care provider if the employee has been absent due to illness or injury for three or more consecutive days.

5. Jury Duty: If a regular full-time employee is called for jury duty by court subpoena, the employee shall be given full pay. An employee summoned for jury duty or jury qualification must notify their supervisor as soon as practicable. An employee scheduled to work nights shall be excused from work on any day they serve as a juror.

6. Witness Duty. Employees subpoenaed to testify as a witness in any court or administrative proceeding shall only be paid for testimony against or on behalf of the Company in an action that is job-related.

7. Military Leave: Leaves of absence for the performance of duty in the U.S. Armed Forces or with a Reserve component thereof will be granted in accordance with applicable law. An employee may use vacation or personal leave for this purpose, at their own discretion.

8. Bereavement Leave - Full time and regular part-time Employees shall be allowed three (3) days paid bereavement leave in the event of a death of the employee's spouse, domestic partner, (step) child (including miscarriage), mother, father, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandfather, grandmother, stepmother, stepfather, foster-parent, foster-child, or sibling, sibling-in-law. Paid bereavement leaves may be extended beyond three (3) days upon the mutual agreement of the employee and the employee's supervisor. Additionally, with supervisor approval an employee may use vacation, personal leave, or unpaid leave to extend bereavement leave and such requests shall not be unreasonably denied.

The family members included in the definition of immediate family because of relationships by marriage (i.e. "in-laws") will also be considered part of an employee's immediate family when the relationship is through domestic partnership. Regular scheduled day(s) off and holidays shall not count against an employee's entitlement to paid leave under this section, but no leave shall be granted while an employee is on unpaid leave, except for in cases of an employee using FMLA to take care of a sick family member who later died.

9. Definition of Domestic Partner: Defined in attachment (McClatchy Domestic Partner Benefit Coverage Policy).

10. Union Leave: Upon request, and after management approval, unpaid leaves of absence may be granted to delegates elected to The NewsGuild, CWA or AFL-CIO conventions or trainings, both national and local; to delegates elected to special meetings called by The NewsGuild; and to employees elected or appointed to local or national Guild, CWA or AFL/CIO office or position. The number of employees allowed on a union leave shall be limited to one at a time. Requests for such leaves must be made at least thirty (30) days in advance and shall include notice of the expected duration of the leave. Any changes to the expected duration shall be called to the attention of the Employer as soon as practicable, and no later than thirty (30) days prior to the original end date. Management approval shall not be unreasonably denied.

11. Personal Leave Employees who have completed at least one-year of service may, on request, be granted a leave of absence without pay with the Employer's approval.

12. Reinstatement Rights. Reinstatement rights, if any, shall be discussed and determined at the discretion of the Employer except as may be required by Company policy and/or local, state or federal law.

ARTICLE 17 - HEALTH & WELFARE, VISION, DENTAL, PRESCRIPTION

1. The Publisher shall continue to offer insurance coverage to employees and their spouses/domestic partners and families in effect at the signing of this contract, including Medical, Dental, Vision, Life/Accidental Death and Dismemberment ("AD&D") Insurance plans, Sickness and Accident coverage ("Short-Term Disability"), Flexible Spending Accounts (Section 125 Plan) and Section 132(f) tax-free Qualified Transportation Benefit Accounts to eligible employees covered by this collective bargaining agreement, upon proper enrollment. The terms and benefits of these plans shall remain consistent with those offered to non-represented employees of the Publisher.

2. The Publisher agrees to furnish the Guild annual premium rates for the State's plans, including estimated composite premiums upon request.

3. To the extent the McClatchy Company offers an additional health plan to other employees at other locations and for which State employees could be eligible, the Publisher shall provide the opportunity for employees at the State to participate subject to negotiations on open-enrollment timing, allocations and premiums.

ARTICLE 18 - RETIREMENT PLAN

1. The Employer shall continue participation in The McClatchy Company 401(k) Plan (the “Plan”) subject to the limitations set forth in this Article.

2. Eligible bargaining unit employees are entitled to participate in The Plan on the same terms and conditions as the Plan is available to other eligible employees of the State. The Company has the sole and exclusive discretionary right to at any time change, modify or eliminate the Plan or to offer a new or replacement program, and/or to transfer participants to a new program(s). If the Plan or other program is eliminated, employees will retain all vested and/or accrued benefits. The Company shall notify the Guild in writing of any proposed change, modification and/or elimination at least thirty (30) days before the effective date of such change, modification and/or elimination.

ARTICLE 19 - WAGES

1. Upon ratification of the Agreement, the Employer agrees to maintain a minimum annual salary of \$45,000 (or the hourly equivalent based upon a 40-hour work week) for all current regular full-time journalist bargaining unit employees (excluding administrative and clerical employees).

At the time of ratification all current regular full-time journalist bargaining unit employees shall have their salary increased by three percent (3%). Any current employee who was employed as of March 1, 2022 shall receive a one-time retroactive payment for hours paid since that date.

2. Upon the first payroll period following the first anniversary date of ratification of the Agreement all current employees shall receive a two percent (2%) wage increase. Upon the first payroll period following the two year anniversary date of ratification of the Agreement, all current employees shall receive an additional two percent (2%) wage increase.

3. Merit Pay. In addition to the increases noted above, the Company has the discretion to pay employees merit increases or bonuses based on performance in any given year. The Company’s decisions to award, or not award, merit increases or bonuses to individual employees, in whatever amounts, shall not be subject to grievance, arbitration or bargaining with the Guild.

4. For employees with similar skills and experience, there shall be equal pay for equal work or work of equal value.

5. No employee shall perform work temporarily or permanently, of a kind that constitutes a double job, such as reporter-photographer, without the consent of the employee and the Guild. The Guild shall not unreasonably deny any such requests for work coverage when the absence of coverage would cause adverse impact to the business. It is understood that reporters will take photos and videos in support of their reporting. It is also understood that photographers / videographers may write limited copy in support of their visual efforts.

6. Higher Classification Work: An Employee who is asked to fill in for an editor for a full work shift shall be paid a premium of twenty-five dollars (\$25) for each shift they perform the editor’s duties.

7. There shall be no reduction in wages, salaries or pay above scale during the life of this Agreement unless mutually agreed between the Company and the Guild.
8. Should the Publisher create a new job, the Publisher shall furnish the Union with the proposed job description and the parties shall negotiate a new minimum. If the parties fail to reach agreement on a new minimum, the issue shall be settled through arbitration as provided in Article 9 - Grievance Procedure.
9. The wages established herein are minimums only. Nothing shall prevent an employee individually bargaining for more or for the Publisher to pay current or new employees above the minimums.
10. End of the Year Awards: The paper will set aside at least \$2,500 annually for employee bonuses and preserve the annual Hampton-Gonzales in-house awards tradition at The State, which recognizes the year's best work by the newsroom through staff nominations and voting. The number of awards, and the categories which are recognized, may change from year to year and are set at the Publisher's discretion.

ARTICLE 20 – PART-TIME, TEMPORARY EMPLOYEES AND INTERNS

1. Interns, part-time or temporary employees will not be hired where the direct result is the layoff of a full-time employee within the ensuing three (3) months.
2. The Publisher shall have the right to hire employees in the following classes of employment within the bargaining unit:
 - a. Full-time employee – A full-time employee is one who is regularly hired to work the regular work week provided in Article 12, Hours and Overtime.
 - b. Part-time employee – A part-time employee is one who is hired and scheduled to work less than thirty (30) hours per week.
 - c. Temporary employee - Excluding temporarily funded positions (e.g. Report for America, Pulitzer, etc.) a temporary employee is one employed either full- or part-time for a special project or for a specified time, or hired to substitute for one or more absent employees, such employment not to exceed six (6) months (which time limit may be extended by mutual agreement with the Guild). An employee, who is hired to substitute for a particular employee absent on leave hereunder, may continue for the duration of the leave.
 - d. Employees in temporarily funded positions (e.g. Report for America, Pulitzer, etc.) are covered by all terms and conditions of this agreement (except where noted).
 - e. Interns - An intern is defined as a student currently enrolled in a college or high school program or recent college graduates. Interns may be hired and work up to twenty (20) weeks for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Interns shall be paid at least fifteen dollars (\$15) per hour.
3. A part-time employee shall be excluded from the following Sections/Terms:
 - a. Article 13: Holidays
 - b. Article 15: Parental Leave

- c. Article 17: Health and Welfare, Vision, Dental and Prescription
- d. Article 18: Retirement Plan

4. Part-time employees will be paid at least the minimum hourly wage rate specified for full-time employees in the employees' job title. Part-time employees shall move through any pay progression provided for in this Agreement on a prorated basis, based on hours worked.
5. Vacation credit for part-time employees shall accrue in proportion to total hours worked.
6. Part-time employees will be given first consideration ahead of outside applicants to fill full-time vacancies within the part-time employee's job title.
7. This Article, and other provisions of this Agreement, shall not apply to freelancers and workers employed by temporary staffing agencies.
8. For all part-time and temporary employees, the numbers of hours and/or shifts worked each week is at the sole discretion of the Publisher.
9. Temporary employees and interns shall not be entitled to severance pay, except Employees in temporarily funded positions (e.g. Report for America, Pulitzer, etc.). shall receive severance and the other layoff benefits under Article 7 if laid off prior to the end of their designated term.

ARTICLE 21 - EXPENSES AND MILEAGE

1. The Employer shall pay all legitimate business-related expenses incurred by an employee in the service of the Employer. Working equipment that the Employer requires employees to use shall be provided by the Publisher, including but not limited to adequate computers and software, note pads, photo equipment and supplies.
2. Use of Vehicles. The Employer shall compensate for the use of a vehicle in the service of the Employer at the Internal Revenue Service standard mileage rate for each mile traveled on business for the Employer. These reimbursements shall be paid retroactively on employees' miles driven since Feb. 1, 2022. Normal commute time between the employee's home and the newsroom, normal local work assignment location, and/or first local assignment of the day shall not be considered working time.
3. Employees assigned work by the Employer that requires more than three hundred (300) miles of round-trip travel shall have the option of being reimbursed for the cost of a rental vehicle to be used for the purposes of such travel.
4. The Publisher shall provide free parking to employees at the Publisher's facility for as long as the Publisher maintains an office at that location.
5. The Publisher shall pay the annual fees to the South Carolina State House parking office for at least three (3) parking spots in the State House garage for Government/Politics team members.
6. Cell Phones/Computers. Employees required to have access to a personal cellular telephone shall be compensated in the amount of twenty-five (\$25) dollars per month without itemized documentation. Should an employee seek reimbursement in excess of \$25 a month, the

reimbursement shall be based upon the prorated business use of the personal cell phone and/or internet/data plan as demonstrated with supporting documentation submitted to the Publisher.

The company shall provide a pool of wireless internet hot spots to be used by reporters/photographers.

7. During the pendency of the work-from-home period necessitated by the COVID-19 pandemic, and during any future period that the Publisher directs and/or requires employees to work from home on a long-term basis, the Publisher shall provide a monthly stipend of fifty dollars (\$50.00) (subject to applicable taxes and withholdings).

8. Moving Expenses. Newly hired employees or employees relocating from a distance of greater than one hundred (100) miles away from The State to take a position with the Publisher, shall be reimbursed a minimum of five-hundred dollars (\$500) for documented relocation expenses. Employees who voluntarily leave employment or who are discharged for cause before one year, shall be required to repay the relocation reimbursement.

9. The Employer shall provide the employee with a free digital subscription to all McClatchy newspapers to employees who complete the registration process using a Company email address.

10. Conference/training travel. With pre-approval from an employee's supervising editor, employees shall be reimbursed for all authorized travel and lodging expenses incurred during conference and training travel including airfare, registration fees, transportation, accommodations, and reasonable meals.

ARTICLE 22 – PRIVILEGE AGAINST DISCLOSURE

1. The Publisher shall adhere to company policies regarding protecting employees' confidential sources and will make all reasonable efforts to protect from disclosure to third-parties the 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 the employee's sources, in connection with employment.

2. The Employer shall notify the employee concerned, of any demand on the Employer for such surrender or disclosure or authentication. An employee shall notify and discuss any such demand with the Editor.

3. If in the opinion of the Editor, it is in the best interest of the State to resist such attempts to obtain such information, and if the employee is proceeded against under law on account of refusal to surrender or disclose or authenticate, the Employer shall move to join as a party to such proceedings; shall meet all expenses incurred by the employee, including fees and expenses of legal counsel (counsel to be mutually agreed upon by the employee and the Employer), and any such employee shall not suffer any monetary loss including but not limited to fines, damages or loss of pay.

4. It is agreed that if the conditions described in Paragraph 3 are met, in no case shall an employee suffer loss of wages, employee status or benefits under this Agreement as a result of refusal to surrender or disclose or authenticate to any third party.

ARTICLE 23 – TRAINING

1. The Employer shall provide new-hire training tailored to individual job titles and job responsibilities. Through the Labor Management Committee, the Employer and Guild shall create a plan for new hire training subject to approval at the discretion of the Publisher. The Employer shall not require employees outside of those in supervisory roles to conduct new hire training, mentorship or other introductory tasks outside of paid working hours.
2. The Publisher shall provide training opportunities to bargaining unit employees who are interested in enhancing skills for a possible promotion, for their current position and for expanding skills for other roles. This shall include support for outside professional development opportunities such as conferences or workshops, subject to budgetary constraints. The Employer shall inform employees annually of the amount of money available for training. Employees who attend a managerial approved training, conference or workshop shall receive time with pay to attend. Employee's who attend such an event on their regularly scheduled day(s) off, or at times that extend their regularly scheduled work hours, shall have their work schedule adjusted for any impacted day(s). It is the intent of the parties that attendance at such events will not trigger overtime. Requests shall not be unreasonably denied.

ARTICLE 24 – LABOR MANAGEMENT COMMITTEE

1. The purpose of the Labor Management Committee (LMC) is to promote communications and problem solving, to avoid misunderstandings and to resolve issues as quickly as they arise. The LMC cannot change the language of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement. Any topic proposed to be addressed through the LMC may be rejected by the other party. Details of LMC discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members and to newsroom management but shall not be disclosed to outside sources.
2. The LMC shall consist of a representative or representatives from each Party (not to exceed two) except by mutual agreement from each Party. Representatives shall be designated at the time of each meeting and may differ each time a meeting is called. The LMC shall meet as needed. Both Parties agree to make themselves available in a reasonable manner.
3. Guild and company representatives will meet twice a year to discuss current business strategies and how employees can be involved in meeting revenue goals.

ARTICLE 25 - MISCELLANEOUS

1. Outside activity (a) Employees shall be free to engage in activities on their own time not performed by enterprises in competition with The State or other McClatchy products or publications. The Publisher or its representative shall reasonably determine what is considered competition. Employees are prohibited from engaging in activities that would compromise the editorial integrity of The State. Without written permission from the Publisher or its representatives, no employee shall use the name of the Publisher or their connection with the Publisher or other materials of the Publisher to exploit in any way their outside activities.

(b) It is recognized that an employee may engage in some activities or work restricted by (a), provided the employee has informed the Publisher in writing or by email and the Publisher or its representative has approved of the proposed activities or service in advance.

2. Bylines: An employee's byline on a specific story shall not be used over their protest.

3. Corrections: If a question arises as to the accuracy of printed material, no correction or retraction of that material, or insertion of additional material, shall be printed until the Publisher has made a reasonable effort to consult with the employee concerned.

4. Struck Work: Employees shall not be required to handle struck work in the sense of performing work for another publisher against whom the Guild is on strike.

5. Handbook: Employees will adhere to the McClatchy Employee Handbook. The Company will advise the Union of any substantive proposed handbook revisions or additions, and upon request shall bargain over any substantive changes to the terms and conditions of employment. If there are conflicts between the Employee Handbook and the Collective Bargaining Agreement (CBA), the CBA shall be controlling.

6. Office Space: For the term of this Agreement through and terminating on the end date specified in Article 29 – Duration, the Employer shall not permanently eliminate office space available to employees.

ARTICLE 26 - SUCCESSORSHIP

This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employers sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee.

ARTICLE 27 - SEVERABILITY

In the event that any provision of this Agreement is declared illegal, invalid and/or unenforceable by any court of competent jurisdiction the parties agree that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 28 - HAZARDOUS ASSIGNMENT

1. An employee carrying out authorized work involving hazardous conditions shall be reimbursed by the Company for loss of or damage to their property, authorized for use on such assignments when such loss or damage is directly related to the hazardous condition. In connection with loss or damage to an automobile that is directly related to the hazardous condition, the Company shall reimburse the employee for the deductible associated with their insurance policy.

2. Natural Disasters If the employer requires employees to remain or travel to an area where a hurricane evacuation has been ordered, the employer shall provide safe and adequate shelter, food and safety equipment.

- a. If the Employer chooses to evacuate employees while requiring them to continue working, the Employer shall provide adequate lodging until such time that it is safe to return to the evacuated area.
- b. The Employer may request, but shall not require, employees to house other McClatchy employees during natural disaster or aftermath coverage without compensation. In all instances the Employer will provide as much advanced notice as possible.
- c. In accordance with past practice it is agreed that employees will work with editors to define a reasonable work schedule prior to these events and allow for adequate time off after the storm has passed.
- d. The Employer will meet with employees and update the natural disaster coverage plan including assignments, embedding information and expectations each year no later than July 1.

3. Unrest coverage. The company shall provide/offer protective equipment to cover unrest, such as protest/riot coverage that is expected or does turn to potential violence or property destruction. Protective equipment may include yellow vests, goggles, walkie talkies, helmets, Kevlar vests.

ARTICLE 29 - DURATION AND RENEWAL

Section 1. This Agreement shall take effect July 10, 2022 and continue in force until July 10, 2025. Upon notice and within ninety (90) days prior to the expiration date of this agreement, the Employer or the Guild may initiate negotiations for a new Agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations; provided, the provisions of this Agreement shall terminate if and when any one of the following conditions occur:

- A. There is a legal impasse in negotiations;
- B. There is a strike;
- C. The Company engages in a lockout;
- D. The parties reach agreement on a new contract ratified by the bargaining unit.

ARTICLE 30 – MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the Publisher retains all the rights and functions of management that it has by law. As long as the action of the Publisher does not violate this Agreement, it shall have the right to manage the business and direct the work force.

The functions listed in this Article are some illustrations of the responsibilities retained by the Publisher and are not intended as an all-inclusive list. The management of all of the Publisher's operations; methods of operation and production; the direction of the employees, including but not limited to, the right to control all the operations or services to be performed in the newsroom or by the employees of the company; to decide what work shall be performed in the newsroom or by employees; to schedule working hours; to hire, promote and demote, to transfer, to suspend, discipline, discharge for just cause; to relieve employees because of lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to establish and measure performance standards; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities; and to

close the business for any reason providing notice is given to employees, are among the responsibilities vested exclusively in the Company, unless otherwise limited by this Agreement.

It is agreed that the enumeration above of management rights, which are exercisable in the Publisher's discretion, shall not be deemed to exclude other management rights not herein specifically enumerated which the Publisher shall have the right to exercise in its discretion, provided only that the exercise of such rights shall not be in conflict with any provisions of the Agreement.

The exercise or non-exercise of rights hereby retained by the Publisher shall not be deemed a waiver of any such right or prevent the Publisher from exercising such rights in any way in the future.

ARTICLE 31 – NO STRIKE / NO LOCKOUT

1. During the term of this Agreement the Guild and its agents will not cause, permit, condone, encourage or sanction and no employee or employees of the Publisher will participate or engage in any strike, slow-down, sick-out, cessation of work, withholding of services, or work stoppages; boycotting, interference with operations of the Publisher, or sale or distribution of its products directed against the Publisher at any location. Any employee or employees covered by this Agreement engaging in any such activity may be subject to discipline up to and including discharge.

2. During the term of this Agreement the Publisher agrees it will not engage in any lockout of its employees covered by this Agreement.

Signed effective the 10 day of July 2022

The State

Washington-Baltimore News Guild
Local 323035

By: *Brian Tolley*
Brian Tolley (Jul 18, 2022 10:26 EDT)

By: *Paul Reilly*
Paul Reilly (Jul 18, 2022 10:19 EDT)

Dated: Jul 18, 2022

Dated: Jul 18, 2022

APPENDIX A: Release of claims

In consideration of the Severance Pay Allowance in the amount of _____ (less applicable taxes and deductions) and, if applicable, Company-subsidized Welfare Benefits, provided to me by **Company name** both of which I, **Employee Name**, would not be entitled to without entering into this Waiver and Release Agreement, I, voluntarily enter into this Waiver and Release Agreement.

I, on my own behalf and on behalf of my heirs, executors, administrators, attorneys and assigns, hereby unconditionally and irrevocably release, waive and forever discharge Company name, and each of their affiliates, parents, successors, predecessors, subsidiaries and their former, current and future directors, owners, members, shareholders, officers, agents, and employees (collectively all of the foregoing are referred to as the "Company"), from any and all causes of action, claims and damages, including attorneys' fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date of my signing of this Waiver and Release Agreement, concerning my employment or separation from employment. This release includes, but is not limited to, any claim or entitlement to salary, bonuses, any other payments, benefits or damages arising under any federal law (including but not limited to, Title VII of the Civil Rights Act of 1964, 42 USC §2000e, et seq., the Age Discrimination in Employment Act, 29 USC § 621 et seq., the Older Workers Benefit Protection Act 29 USC §§ 623 & 626, the Employee Retirement Income Security Act of 1974, 29 USC § 1001, et seq., the Americans with Disabilities Act, 42 USC § 12101, et seq., the Worker Adjustment and Retraining Notification Act, 29 USC § 2101, et seq. (or state equivalent), the Genetic Information Nondiscrimination Act of 2008, Pub.L. 110-233, 122 Stat 881, Executive Order 11246, each as amended); any claim arising under any state or local ordinances or regulations, including but not limited , the California Fair Employment and Housing Act (CA Gov. § 12900 et seq.); [INSERT STATE LAWS] and any claim arising under any common law principle or public policy, including but not limited to all suits in tort or contract, such as,= wrongful termination, breach of contract (express or implied), defamation, negligent or intentional infliction of emotional distress, invasion of privacy or loss of consortium.

I understand that by signing this Waiver and Release Agreement I am not waiving any claims or rights which cannot be waived by law, including the right to file an administrative 54 charge or participate in an investigation conducted by an administrative agency, such as the Equal Employment Opportunity Commission (the "EEOC"), any claims which I may make under state workers' compensation or unemployment laws and/or any claims which by law I cannot waive. I am waiving, however, any right to monetary recovery or individual relief should any federal, state or local agency (including the EEOC) pursue any claim on my behalf arising out of or related to my employment with and/or separation from employment with the Company.

I also represent that I do not currently have on file any suit, charge or claim against the Company concerning my employment nor have I transferred or assigned, or purported to transfer or assign, to any person or entity any claim or portion thereof. I agree not to sue the Company with respect to any claim covered by the waivers and releases set forth in this Waiver and Release Agreement. This promise not to sue does not cover a claim under the ADEA challenging the validity and effect of this Agreement to release any ADEA claims. I understand that if I sue the Company in violation of this Waiver and Release Agreement, I will be liable to the Company for its reasonable attorneys' fees and other litigation costs incurred in defending against such a lawsuit. Alternatively, in the event I sue the Company in violation of this Agreement, I

understand that I may be required, at the Company's option, to return all monies and other benefits paid to me pursuant to this Waiver and Release Agreement minus \$100.00.

I further acknowledge that if I am hired on a temporary basis by **Company name** or an affiliated employer prior to the date the Severance Pay Allowance payment and/or Company-subsidized Welfare Benefits is required to be paid, the Company may delay such payment until the temporary assignment is completed.

If **Company name** or an affiliated employer offers me another position with **Company name** or an affiliated employer, any such reemployment is contingent upon my forfeiture of any unpaid severance payments. I also understand that, if applicable, Company-subsidized Welfare Benefits will end on the date of reemployment into a position wherein I qualify for Company sponsored healthcare benefits.

I further acknowledge that I will not at any time, directly or indirectly, disclose any Company confidential information to anyone, or use any confidential information for any reason, unless required by a lawfully-issued subpoena, notice of deposition, or court order. The term 55 “confidential information” means all information and electronic and paper documents unique to the Company that relates to the business, employees, contractors, subscribers, advertisers, operations, systems, finances or resources of the Company (including any advertiser, customer, contractor, or any entity doing business with the Company). “Confidential information” also includes any information that the Company is for any reason obligated to retain in confidence, as well as any attorney client communication. It does not include information generally known to the public.

I understand that the disclosure or improper use of confidential information will cause serious and irreparable injury to the Company. I acknowledge that I have returned all Company property and confidential information in my possession prior to my termination date. If I disclose or improperly use any confidential information, the Company shall be entitled to apply for and receive an injunction to restrain any violation of this paragraph and I will be liable for any damages the Company incurs.

I agree that I will not, directly, or indirectly, make any statements, either oral or written, or take any other actions which disparage or defame the Company, its products or business opportunities, or take any action which is in any manner detrimental to the Company. This does not apply to providing truthful testimony, under oath, in response to a properly-issued subpoena, notice of deposition, or court order.

I am signing this Waiver and Release Agreement knowingly and voluntarily. I acknowledge that:

1. I am hereby advised in writing to consult an attorney before signing this Waiver and Release Agreement;
2. I am hereby advised that the organizational unit for the current Separation Program is **[INSERT ORGANIZATIONAL UNIT]**

The selection process for these eliminations was as follows:

All positions within the organizational unit covered by this Plan are set forth in Appendix A and Appendix B of the Summary Plan Description (provided along with this Waiver & Release Agreement and incorporated by this reference);

3. I have relied solely on my own judgment and/or that of my attorney regarding the consideration for and the terms of this Waiver and Release Agreement and am signing this Waiver and Release Agreement knowingly and voluntarily of my own free will;

4. This Waiver and Release Agreement is written in a manner that I understand;

5. By executing this Waiver and Release Agreement, I do not waive rights or claims under the ADEA that arise after the date of its execution;

6. I am waiving all rights and claims in return for the consideration provided for herein which is in excess of anything of value to which I am already entitled;

7. I am not entitled to the Severance Pay Allowance and/or Company-subsidized Welfare Benefits, if applicable, unless I agree to and honor the terms of this Waiver and Release Agreement. I also acknowledge that the specific Severance Pay Allowance and/or Company subsidized Welfare Benefits that is the consideration for this Waiver and Release Agreement is the benefit(s) provided under **Supplement Number** of The McClatchy Company, LLC, Company Severance Pay Plan.

I understand that the Severance Pay Allowance for regular full-time eligible employees is equal to two (2) weeks of base pay, plus direct sales commission if applicable, for every year of continuous service with the Company or an affiliate, (including any partial year of service) if I am not offered a comparable position with the Company or an affiliate. The maximum Severance Pay Allowance will not exceed twenty-six (26) weeks of base pay, plus direct sales commission if applicable. The minimum Severance Pay Allowance will be four (4) weeks of base pay plus direct sales commission if applicable.

I understand that the Severance Pay Allowance for regular part-time-time eligible employees is equal to one (1) week of base pay, plus direct sales commission if applicable, for every year of continuous service with the Company or an affiliate (including any partial year of service). The maximum Severance Pay Allowance will not exceed ten (10) weeks of base pay, plus direct sales commission, if applicable. The minimum Severance Pay Allowance will be two (2) weeks of base pay, plus direct sales commission, if applicable.

I further understand that Welfare Benefits, if applicable, are equal to a maximum of three (3) months of the Company portion of the COBRA medical, dental and vision premiums and the 2% administrative fee for the level of coverage I am enrolled in at the time of termination, provided I continue to pay the employee portion of the premiums. I understand that I am responsible for completing and returning the COBRA enrollment paperwork in the time period prescribed by the COBRA administrator and for making the appropriate payments. Failure to do so will result in ineligibility for both COBRA benefits and the Company subsidy;

8. I was given this Agreement on [**Insert date**] and I have been given at least forty-five (45) days to consider this Waiver and Release Agreement;

9. I may revoke this Waiver and Release Agreement within seven (7) days after signing it (employees working in Minnesota may revoke the waiver and release claims under the Minnesota Human Rights Act within fifteen (15) days after signing this Agreement) by submitting a written notice of revocation to the Plan Administrator's delegatee (insert Delegatee name and address) I further understand that this Waiver and Release Agreement is not effective or enforceable until after the seven (7) day period of revocation has expired without revocation, and that if I revoke this Waiver and Release Agreement, I will not receive the Severance Pay Allowance and/or Company subsidized Welfare Benefits;

10. I have read and understand the Waiver and Release Agreement and further understand that it includes a general release of any and all known and unknown, foreseen or unforeseen, claims presently asserted or otherwise arising through the date of my signing of this Waiver and Release Agreement that I may have against the Company;

11. No statements or conduct by the Company have in any way coerced or unduly influenced me to execute this Waiver and Release Agreement; and,

12. I have received (a) notice of the group of individuals covered by the severance Program and the eligibility factors and time limits applicable to such Program, and (b) a list of job titles and ages of employees selected for termination, and the job titles and ages of all individuals in the same classification or organizational unit who were not selected for termination, and have been given at least forty-five (45) days to consider this information.

I further acknowledge that there are no other agreements of any nature between the Company and me with respect to the matters discussed in this Waiver and Release Agreement, except as expressly stated herein, and that in signing this Waiver and Release Agreement, I am not relying on any agreements or representation, except those expressly contained in this Waiver and Release Agreement.

I further acknowledge and agree that if any provision of this Waiver and Release Agreement is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release Agreement shall continue in full force and effect. This Waiver and Release Agreement is deemed made and entered into in the State of **[Insert State]**, and in all respects shall be interpreted, enforced and governed under applicable federal law, and in the event that any reference shall be made to state law, the internal laws of the State of **[Insert State]** shall apply. Any disputes under this Waiver and Release Agreement shall be adjudicated by a court of competent jurisdiction in the State of **[Insert State]**.

I understand that, to receive the Severance Pay Allowance and, if applicable, the Company provided COBRA subsidy, I must sign and return this Waiver and Release Agreement no sooner than my employment termination date and no later than forty-five (45) days from the date (i) I received this Waiver and Release Agreement, or (ii) my employment was terminated, whichever is later.

Facsimile / Electronic Signatures

A signed electronic or facsimile version of this Agreement shall have the same force and effect as a signed original of this Agreement. The Parties also agree where practicable to use electronic

signature technology, to expedite the execution of this Agreement, pursuant to the United States Electronic Signatures in Global and National Commerce (ESIGN) Act in 2000 and/or the Uniform Electronic Transactions Act (UETA).

ACKNOWLEDGED AND AGREED TO:

Date

Employee Signature

Date

Approved By Signature

APPENDIX B: Anti-Harassment Policy

Prohibited Conduct

All employees have the right to enjoy a work environment free from all forms of discrimination, including harassment on the basis of race, gender, national origin, age, disability, sexual orientation or religion. Harassing behavior on the basis of any of these classifications does not have a place in a professional business environment and will not be tolerated by the company.

In addition to harassment on the basis of race, gender, national origin, age, disability, sexual orientation or religion, sexual harassment is also strictly prohibited by the company.

Sexual harassment is defined as unwelcome sexual advances and other verbal or physical contact of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Conduct prohibited under this policy includes, but is not limited to, jokes, advances, propositions, verbal abuse, graphic or degrading comments, suggestive objects or pictures, and offensive or abusive physical contact.

Furthermore, supervisory employees DO NOT have the authority to make employment decisions based on an employee's reaction to harassing conduct.

All employees, including supervisors and managers, must comply with the terms of this policy. Individuals who engage in sexually harassing conduct, or harassing conduct on the basis of any of the above-mentioned classifications, will be subject to disciplinary action up to and including termination.

Complaint Procedure

If you believe you have been subjected to harassment on the basis of race, gender, national origin, age, disability, sexual orientation or religion, you should do any or all of the following:

1. Report the conduct immediately to your supervisor. If the supervisor is engaging in the conduct, or if other circumstances exist that cause you to believe discussion with the supervisor would be inappropriate, you should report the conduct to the your Human Resources representative.
2. If reporting the conduct to the supervisor or the Human Resources representative does not result in prompt and adequate remedial action, or if other circumstances exist that cause you to believe discussion with these individuals would be inappropriate, you should report the conduct to the Regional Human Resources Director.

3. If reporting the conduct to the supervisor, Human Resources or the Regional Human Resources Director does not result in prompt and adequate remedial action, or if other circumstances exist that cause you to believe discussion with these individuals would be inappropriate, you should report the conduct to McClatchy's Vice President/Human Resources.

Investigation

The Company will conduct a prompt and thorough investigation into every reported incident of conduct inconsistent to this policy. Any individual found to have engaged in inappropriate behavior will be subject to disciplinary action, up to and including termination.

The Company also is committed to providing a workplace free of retaliation. Employees who report conduct inconsistent with this policy, as well as employees who participate in the investigation of such allegations, will not be retaliated against for doing so.


CBA The State 2022 - 2025


Final Audit Report


2022-07-18


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By:	Sean Robinson (smrobinson@mcclatchy.com)
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