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**PREAMBLE**

This contract and agreement is made effective April 27, 2022, by and between Charlottesville Daily Progress, hereinafter known as the “Employer”, “the Publisher”, or “the Company,” and the Washington-Baltimore Newspaper Guild –CWA, Local 323035, of The News Guild-CWA, ALF-CIO-CLC, hereinafter known as “the Guild” or “the Union,” for itself and on behalf of all Daily Progress Newsroom Department employees, except those exempted under Article I, Cover, Jurisdiction and Exemptions.

**ARTICLE 1 COVERAGE AND JURISDICTION**

1. This Contract covers all full-time and regular part-time News Department employees employed by the Charlottesville Daily Progress, as defined in the NLRB RC Petition but excluding other employees who are exempt as defined in the National Labor Relations Act.

2. The following job titles are non-exempt and covered by this CBA:

- Reporter
- Sports Reporter
- Sr. Reporter
- Copy Editor
- Lead Editorial Producer
- Photographer
- Newsroom Assistant
- Features Editor
- Digital Content Editor

3. 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 by employees in the bargaining unit.

4. The Employer is free to use stringers so long as such use does not result in the layoff of an employee or the elimination of a bargaining unit position. 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 or the elimination of a bargaining unit position.

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

## **ARTICLE 2 UNION RIGHTS**

1. It is understood that current Virginia law prevents the Parties from enforcing a union membership requirement. In the event that a union membership requirement provision becomes legal in the state of Virginia, the parties agree to meet to discuss the effect of the law.

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

3. The Publisher agrees to provide a bulletin board suitably placed in the newsroom for the exclusive use of the Guild. The publisher and Union shall jointly determine the location and size of the bulletin board. Only the Guild is permitted to place notices on the Guild bulletin board. Guild members are not permitted to post notices anywhere else except for their cubicle.

4. Two (2) employees at a time shall be excused from work to participate in contract negotiations. The Union will provide Management with reasonable notice of which employees will be excused from work for negotiations. These employees shall be allowed to make up missed work (time spent in negotiations) if operationally possible.

## **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 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 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.

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

**Assignment and Authorization to Deduct Guild Membership Dues**

To: Charlottesville Daily Progress

I hereby assign to The NewsGuild-CWA and authorize the Employer to deduct each pay period from my earning as an employee, an amount equal to Guild 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 evocation 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.

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Employee's signature

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Date signed

## **ARTICLE 4 EMPLOYEE INFORMATION**

### **Section 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. ethnic group, if identified
- H. gender or gender identity, if identified
- I. home address

### **Section 2. Monthly Employee Information**

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

- A. new bargaining unit employees – including all the information required in Section 1.
- B. changes in job title for bargaining unit employees and effective date.
- C. Salary/wage changes for bargaining unit employees and effective date.
- D. 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 Publisher shall electronically post notices of all bargaining unit vacancies or new positions it intends to fill and allow employees a minimum of five days to apply before considering outside candidates.

2. When a position is not filled internally, the Publisher shall interview at least one member of traditionally underrepresented groups who apply and meet the minimum

qualifications for the job. Underrepresented groups include, but are not limited to, African Americans, women, Latinos, Asians and LGBTQ people. The Labor-Management Committee will create an annual plan for recruiting diverse talent to the news staff. When women or members of traditionally underrepresented groups leave, the Publisher shall strive to conduct an exit survey about their experience about the publication and share the responses with the union in order to help both the management and the union work together in building a more supportive newsroom environment. Such information shall be confidential and not shared on any public forums.

3. The Employer will provide reasonable accommodation to qualified individuals with disabilities if the accommodation would allow the individual to perform the essential functions of his or her job, unless doing so would create an undue hardship for the employer. It is the responsibility of an employee to request a reasonable accommodation. All requests for accommodations must be submitted in writing to the Human Resources Department. The Employer has the right to request medical information concerning an employee's disability and his or her need for an accommodation.

4. After a new part-time or full-time employee completes a satisfactory ninety (90) calendar day probation period (which includes the first day of employment), said person shall be considered an employee with tenure according to the conditions of this agreement effective as of the date of hiring. The ninety (90) calendar day probation period may be extended by an additional forty-five (45) calendar days for any employee by mutual agreement of the Publisher and the Union prior to the expiration of the original ninety (90) calendar days. If the Publisher requests an extension of the probationary period prior to the expiration of the original ninety (90) days and the Union acknowledges such a request, the Publisher's rights shall be extended until the Union responds in writing to the request. This section shall not apply to temporary employees.

5. If, in the opinion of the Publisher, the employee has proven his or her competency in less than the trial period, the employee may be so certified as an employee.

6. The Publisher shall give reasonable, written advance notice to a probationary employee of any weaknesses that may exist in his or her performance that, if not corrected, could result in his or her discharge prior to or on the expiration of his or her probationary period and shall notify the employee of a request for a probationary-period extension prior to the original expiration date. It is expressly understood that this section does not create any right of tenure of employment for a probationary employee.

7. The Union shall not contest or challenge any employee termination or discipline conducted during the probationary period.

## ARTICLE 6 LAYOFF AND RECALL

1. The Employer shall have the right to dismiss employees to reduce the force for economic reasons. The Publisher shall give the Guild and affected employees at least two weeks advance notice of its intent to conduct a layoff. The notice shall be in writing and shall include the number of positions and classifications affected. Classifications are as follows: I reporter and features editor; II sports reporters; III copy editor/photographer/lead editorial producer.
2. Any employees in the bargaining unit in the affected job classifications may volunteer for the layoff and such volunteers shall be accepted in order of seniority, provided the number of volunteers does not exceed the number of planned layoffs and that the remaining employees are qualified to perform the remaining job assignments. If no employee volunteers for the layoff, the employee with the least seniority will be the first laid off from that job except that the Publisher may exempt no more than three (3) employees each year from the layoff. Employees volunteering for layoff shall receive the same layoff benefits per Section 6 of this Article as if involuntarily laid off.
3. Except for employees who volunteer for a layoff, laid off employees shall be placed on the recall list for twelve (12) months. Recalls shall be by seniority.
4. Any notice of re-employment eligibility to an employee who has been laid off shall be made by email to their last known email or mail to the last known address of the laid-off employee. The employee must respond within ten (10) business days of receipt or will be subject to removal from the recall list.
5. Where Seniority is cited in this Collective Bargaining Agreement, it shall be calculated from date of hire, unless there has been a break in service for longer than one (1) year.
6. Employees terminated because of layoff shall receive one (1) weeks' severance pay for each year of service, or fraction thereof, with minimum of four (4) weeks and up to a maximum of twenty-six (26) weeks. Employees who receive severance payment under any section of this Agreement shall be required to sign the standard negotiated separation agreement, including a release of all claims against the Employer.
7. The Publisher may enter into individual discussions with employees and notify the Guild at the same time, and may offer monetary payments or other incentives, at its discretion, in exchange for an employee's voluntary termination of employment. The Company shall notify the Union of the terms of any such offers made to the employee. If the Company offers a buyout to a group of employees, the Company shall notify the Union in advance of the terms of any such offers to be made to employees. In any

buyout initiated by the Company, the Company shall offer as one option an amount at least equal to the value of severance as provided in Section 6 of this Article, to be paid to each employee who accepts the buyout offer and voluntarily resigns. Alternatively, an employee freely and of their own volition and without coercion may initiate buyout discussions. When an employee initiates such an offer, the buyout amount may be any sum agreeable to the employee and the Company. In such an employee-initiated buyout, the Company shall notify the Union of the terms.

8. The laid off employee shall be eligible to continue medical and dental insurance through the end of the month he or she is laid off. Effective January 1, 2021 medical, dental and vision insurance will end the day the employee is laid off.

## **ARTICLE 7 DISCIPLINE**

1. There shall be no discipline or discharge except for just cause.
2. Progressive discipline will generally be represented by the following:
  - Oral Warning
  - Written Warning
  - Final Written Warning and / or suspension
  - Discharge

The Publisher reserves the right, on a case by case basis, to repeat or skip one or more levels of discipline and or move to immediate discharge based on the severity of the infraction. All discipline is subject to the just cause standard and the grievance and arbitration process set forth in this Agreement. The reason for any discipline shall be made in writing to the employee and the Guild at the time of the discipline.

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 meeting.
4. An employee shall receive a copy of any documents that will be placed in their personnel file. The employee shall be allowed to place a reply to any such statement or documents in their file. An employee shall have the right to examine their file or files at reasonable times by making an appointment with Human Resources.



## ARTICLE 8 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, arising from the application of this Agreement or affecting the relations between the Employee and the Publisher.

### 2. Grievance Procedure

#### A. Step 1

A grievance shall be filed in writing within ten (10) business days of when the incident becomes known or should have become known to the Employee or the Guild, whichever date is earliest, specifying the nature of the grievance and the contractual article or articles, if any, upon which the grievance is based and the remedy sought. The Publisher agrees to convene a step 1 meeting within five (5) business days of the written notice by the Guild. The meeting should include the grievant(s) and no more than two representatives from the Guild or management. The Publisher shall respond in writing within five (5) business days of the step 1 meeting. When business days are referenced in this Article and elsewhere in this Agreement, it shall be defined as weekdays exclusive of both weekend days and holidays under the Holiday Article 12 of this agreement.

#### B. Step 2

If not resolved at the step 1, the Guild shall have ten (10) business days after the receipt of the written response to request in writing a step 2 meeting. The Publisher agrees to convene a Step 2 meeting within five (5) business days of the Step 2 written request. In addition to the grievant, no more than two representatives of the Guild and two members of management shall be allowed to attend. The Publisher shall respond in writing within five (5) business days of the step 2 meeting.

3. Arbitration: If no settlement of the grievance is reached in step 2, the Guild may, within fifteen (15) business days of receipt of the written response in step 2, submit a demand to the Publisher for binding arbitration. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, the moving party shall submit the matter to the American Arbitration Association and an arbitrator selected under AAA rules. All costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If a party refuses to pay its share of the cost of a stenographic transcript, the party waives its right to receive or view any copy of the transcript or the original transcript.

4. Jurisdiction of Arbitrator: The jurisdiction of the Arbitrator is limited to:

- (i) The arbitrator shall have no powers or authority to add to, subtract from, or in any way modify the terms of the contract.
- (ii) The rendition of a decision or award in writing that shall include a statement of the reasoning and grounds upon which such decision and award is based; and
- (iii) The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and the arguments presented in the written briefs of the parties.

5. Bargaining unit employees: Acting as shop stewards shall be allowed reasonable time to investigate, process and present grievances during work time provided that such activity does not disrupt the work, the supervisor has been given proper notification, either via phone call or in writing, of the steward's need to conduct Union Representation work. Grievant(s) and steward shall be allowed to attend arbitration hearings without loss of pay.

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.

7. The process outlined in this Article shall also apply to the Publisher if the Publisher files a grievance.

#### **ARTICLE 9 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, political belief, sex or sexual orientation, gender identity, military or veteran status, or any other legally protected status.

#### **ARTICLE 10 HARASSMENT-FREE WORKPLACE**

The Company is committed to providing 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.

“Harassment” includes unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct based on an individual’s race, color, religion, sex, sexual orientation, gender identity, national origin, genetic information, age, veteran status, mental or physical disability, marital status or any other legally protected status. Such conduct violates this policy if:

1. Submission to such conduct is made, either implicitly or explicitly, a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making employment decisions affecting an individual;
3. Such conduct by an individual occupying a position of power, influence or authority over another has the purpose or effect of unreasonably interfering with the other individual’s performance or creating an intimidating, hostile or offensive environment; OR
4. Such conduct, occurring in the workplace, is offensive to a reasonable person and causes discomfort or humiliation and/or interferes with the recipient’s job performance.

An action need not rise to the level that it is a violation of state or federal/national law before it will be considered a violation of this policy. The Company policy may be stricter in its application and prohibit a broader range of conduct than would be required to meet a legal definition of harassment as applied by the courts or government agencies.

#### Examples

Examples of conduct which may constitute sexual harassment include, but are not limited to, degrading sexual comments, unwelcome propositions, requests for sexual favors or

activity, inappropriate touching in a sexual or abusive manner (e.g. pinching, hugging, patting or repeatedly brushing against another individual’s body) or a suggestion, threat or action that makes the affected individual’s employment opportunities or benefits subject to submission of sexual demands, harassment or sexually offensive conduct.

Examples of conduct which may constitute harassment include, but are not limited to: epithets or slurs; negative stereotyping; threats, intimidation or hostile acts based on a prohibited factor; or written or graphic materials that denigrate, show hostility or show

aversion toward an individual or group because of a prohibited factor which are placed on walls, bulletin boards or elsewhere on Company property, or are published or circulated in any form of print, digital or other form of media.

## ARTICLE 11 HOURS OF WORK AND OVERTIME

1. For full-time employees the standard work week shall be five (5) days, forty (40) hours except that employees may be required to work a four (4) day, forty (40) hour week or other configuration to achieve forty (40) hours. There shall be no reduction in the forty (40) hours work week except by mutual agreement.

2. The standard working day shall generally consist of eight (8) hours falling within nine (9) consecutive hours. In the case of a four (4) day workweek, ten (10) hours shall generally fall within eleven (11) consecutive hours. Employees may be scheduled to work longer or shorter days within the workweek, based on operational needs.

3. The Publisher shall compensate for overtime at the rate of time and one-half of the employee's regular hourly rate. Except in unforeseen breaking news circumstances, subject to Section 8(c) below, employees shall seek management approval before working overtime. Overtime shall be defined as hours worked beyond forty (40) hours in a workweek. Paid time off will not count towards any overtime calculations.

Example:

The employee has scheduled 8 hours of vacation and is planning to work the remaining 4 days (32 hours). The employee actually works 35 hours. The employees pay breakdown is as follows:

- 35 Regular Hours
- 8 Vacation Hours

Total Hours 43 Hours (No Overtime because time actually worked is less than 40 hours.)

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.

(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. The Guild may not make requests for all employees more than twice in any calendar year, but the Guild may request overtime records more frequently by submitting written information requests for work groups or individuals as overtime issues arise.

(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.

4. A full-time employee who is called in to work on his or her scheduled day off shall be compensated at a rate of time and one-half of straight time for all hours worked. Such employee shall receive a minimum of two (2) hours at the overtime rate of pay or actual time, whichever is greater.

5. Employees may be called back to their work site by management after their regular day or night work due to unanticipated operational needs. Employees called back after the regular days or night's work shall receive a minimum of two (2) hours' pay at the overtime rate, or actual time, whichever is greater. However, in the case of a callback, the employee, with manager approval, may take time off during the payroll period to avoid overtime.

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.

7. Work schedules shall be posted in each department with at least fourteen (14) days' notice. Management may change schedules with seven (7) days' notice or with less notice if by mutual agreement with the affected employee or if an emergency situation exists. 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.

8. (a) Time actually spent in transit by employees traveling to and from out-of-town assignments, including travel time on overnight assignments, shall be considered working time.

(b) Employees are expected to manage their hours so as to complete all assignments within a forty (40) hour work week. If an employee has an unusual workload for the week that may require work beyond forty (40) hours, he/she shall discuss with their supervisor and or news department management how news department management would like to handle the situation.

(c) In cases involving out-of-the-ordinary news developments, the employee is authorized to work overtime at the rate of time and one-half for actual hours worked. The employee is responsible for advising his or her manager as soon as possible. Employees shall not abuse the right to work overtime without prior approval.

(d) In cases involving travel to out-of-state assignments where the employee is forced to return on the next or some succeeding day, the following policy may be adhered to:

(1) Where the situation is known in advance, the employee's work schedule may be adjusted to give him or her a different day off during the same calendar week.

(2) Where the situation is not known in advance, the employee shall be entitled to a compensating day off within the pay-week or shall be paid the appropriate rate based on the provisions above.

9. The Publisher will endeavor to evenly distribute night and weekend shifts and rotate such shifts so that no single employee is burdened with excessive amounts of night or weekend shifts except where operational or skill requirements do not permit or when such a schedule is a specific requirement of an employee's job.

## **ARTICLE 12 HOLIDAYS**

1. The recognized holidays are New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

2. 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.

3. Full-time employees who are not required to work on a holiday that falls on a regularly scheduled day of work will receive their regular day's pay.

4. Full-time employees who are required to work on a holiday or the observed day (but not both) will be paid the straight-time rate for actual hours worked plus eight (8) hours of holiday pay at the straight time rate of pay. The employee may elect to take the paid day off within 45 days of the holiday on a day mutually arranged with the department head, in which case the employee will be paid straight time for the observed holiday worked.

5. Part-time employees who work on a recognized holiday shall be compensated at double their regular rate for the hours actually worked or the equivalent paid time off.

6. If a holiday falls on an employee's regular day off, he or she shall be given pay for their standard hours worked at the straight time rate of pay or a paid day off within forty-five (45) days of the holiday on a day mutually arranged with the department head. If an employee fails to take a paid day off within such 45-day period, the right to take such

paid day off expires. If management prevents the employee from using the paid day within such 45-day period, the employee shall be given additional time to use the day.

7. One additional day with pay will be given each year after three (3) months of active employment. This floating holiday will be scheduled by mutual agreement between the employee and supervisor. There will not be compensation for any unused floating holiday when an employee terminates employment with the Company for any reason.

8. An employee may request of his/her manager to substitute a Company recognized holiday for a religious holiday that the employee observes. The manager will determine if the request makes sense for the operation and approve at his/her discretion. The request shall be made to the department head not less than three (3) weeks before the religious holidays chosen. Such requests shall not be unreasonably denied.

9. An employee's regular day off will not be changed or shifted to avoid payment of holiday premium pay he or she normally would receive.

#### **ARTICLE 13 PTO/VACATION**

1. Effective the date of signing of this agreement, Employees will transition from the current calendar year vacation system to a fiscal year, paid time off (PTO) system.
2. Under the PTO system Regular active employees, hourly and salaried, are eligible for paid time off on a fiscal year (October 1 through September 30) basis in accordance with the schedule outlined below. Paid time off is intended to be earned and used in the same fiscal year and may not be carried over into the following fiscal year.
3. During the Transition year employees with accrued but unused vacation time as of the signing of this agreement, shall retain the accrued time until December 31, 2022, and shall be allowed to use the time until that date or cash out if they leave employment, in addition to any accrued but unused PTO. In case of death, his/her estate shall receive the accrued vacation/PTO cash.
4. Eligibility for PTO is based on employment status and length of service, as noted below:
  - Full-Time employees working 40 hours per week - 8 hours of PTO per number of days eligible.
  - Part-Time employees working between 30-39 hours per week - 6 hours of PTO per number of days eligible.
  - Part-Time employees working between 20-29 hours per week - 4 hours

of PTO per number of days eligible.

- Part-Time employees working less than 20 hours per week are not eligible for PTO benefits.

5. PTO time is awarded as work is performed and is made available each biweekly pay period at the rate below. The amount of PTO time that will be made available is based on an employee's length of service with the Roanoke Times and/or Lee, as detailed in the table below. The amount of PTO available will change on the employee's anniversary date.

PTO Fiscal Year							
Length of Service on Anniversary Date	Days Eligible	Full-time (FT) 40 or more hours		Part-Time (RPT) 30-39 hours		Part-Time (PT20+) 20-29 hours	
		Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance
Under 5 years	15	4.62	120	3.47	90	2.31	60
5 – 10 years	20	6.16	160	4.62	120	3.08	80
More than 10 years	25	7.70	200	5.77	150	3.85	100

6. New hires will be allotted PTO time at the biweekly rate above beginning on the first pay period after their eligibility date. Eligibility is first of the month following thirty (30) days of service.
7. Employees may be advanced or borrow up to one fiscal year of potential PTO when their bank has insufficient hours. However, employees may not borrow or use more PTO in any fiscal year than their annual fiscal year PTO allowance as detailed in the chart above.
8. When an eligible employee reaches the next level of service, the PTO allowance rate will change in the first pay period following the employee's anniversary date.



9. PTO time will be adjusted on a pro-rated basis following mid-year status changes (FT to PT20, etc.).
10. Employees must use their allotted PTO time in the same fiscal year it is awarded. PTO time is intended to be a benefit for wage replacement for time away from work used only for days off, and not intended as a cash program or the ability of an employee to take cash in lieu of time off. As a result, PTO may only be paid to an employee when connected with an eligible day off from work or upon termination of employment.
11. Upon termination of employment, an employee will be paid for earned but unused PTO hours.
12. Employees are not able to carry over unused PTO into a subsequent fiscal year.
13. PTO pay will be calculated at an employee's current base rate of pay.
14. When practicable, PTO time should be planned in advance with an employee's supervisor. Every effort will be made to accommodate each request. Requests for PTO at a particular time may be denied due to operational needs.
15. Employees must use allotted sick time and PTO while in the waiting period for Short Term Disability benefits. Employees must use earned PTO as a supplement to replace income when receiving Short Term Disability benefits that are less than 100% of pay for the related absence. Employees must use allotted PTO time concurrently during a Family and Medical Leave Act (FMLA) leave. Employees with paid time available under previous provisions (ex: sick, vacation,) will be required to use the time concurrently with FMLA before using any current PTO time. PTO can be used as sick leave if an employee has exhausted sick leave.
16. An employee whose PTO time includes a recognized holiday shall be paid holiday pay for the holiday and shall be PTO for the remaining days taken off.

**Example #1**

Current CBA Vacation Accruals Formula - Based on EE eligible for 80 hours for calendar year

	Hours		
	Accrued per pay period		
January	3.07	3.07	
February	3.07	3.07	
March	3.07	3.07	
April ( 3 paychecks issued)	3.07	3.07	3.07
May	3.07		
	15.35	12.28	3.07

**Total Vacation Time Accrued - Current Plan** **30.7 hours**

**If contract is ratified by May 14, 2022**

January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	4.62	
June	4.62	4.62	
July	4.62	4.62	
August	4.62	4.62	
September	4.62	4.62	4.62
	18.48	23.1	4.62

**Total PTO Hours Grant (New policy)** **46.2**

**Combined PTO Grant/Previous vacation accruals (Jan 1 - Sept 30)** **76.9 hours**

\*Except as provided for in Sec. 3 above, all PTO time must be taken before September 30, 2022 - no rollover of PTO or sick.

**Example #2**

In this example the employee is a full-time working 40 hours per week. The employee has 3 years of service with the company and has taken 40 hours of vacation prior to May 14, 2022 in the 2022 calendar year.

In this example and if the contract is ratified by May 14, 2022 the employee would move to fiscal year for PTO accruals and would receive the following time during the transition from vacation to PTO as follows. In this example the amount not accrued but used under the prior vacation policy would be deducted from the new PTO grant.

Current Vacation Accruals Formula - Based on EE eligible for 80 hours for calendar year  
Hours Accrued per pay period

January	3.07	3.07	
February	3.07	3.07	
March	3.07	3.07	
April ( 3 paychecks issued)	3.07	3.07	3.07
May	3.07		
	15.35	12.28	3.07

**Total Vacation Time Accrued - Current Plan** **30.7**

Employee Has used	40	
Vacation hours used but not accrued	-9.3	Not accrued

**If contract is ratified by May 14, 2022**

January	0	0
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February	0	0	
March	0	0	
April	0	0	0
May	0	4.62	
June	4.62	4.62	
July	4.62	4.62	
August	4.62	4.62	
September	4.62	4.62	4.62
	18.48	23.1	4.62
<b>Total PTO Hours Grant (New policy)</b>	<b>46.2</b>		
<b>Combined PTO Grant/Previous vacation accruals (Jan 1 - Sept 30)</b>	<b>76.9</b>		
<b><u>PTO remaining for 2021/22 fiscal year (Deducting the 9.3 hours from previous vacation plan that were used but the time wasn't accrued.)</u></b>	<b>67.6</b>		

**Example #3**

This is an employee that is full-time working 40 hours per week with 15 years of service with the company. This employee decides to leave our employ on September 30, 2022. The employee has used a combination of vacation and PTO of 80 hours. The example below explains the accruals and the payout of PTO if applicable.

**Example #3**

Current CBA Vacation Accruals Formula - Based on EE eligible for 160 hours for calendar year

	Hours Accrued per pay period		
January	6.15	6.15	
February	6.15	6.15	
March	6.15	6.15	
April ( 3 paychecks issued)	6.15	6.15	6.15
May	6.15		
	30.75	24.6	6.15
<b>Total Vacation Time Accrued - Current Plan</b>	<b>61.5</b>	<b>hours</b>	

**If contract is ratified by May 14, 2022**

January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	7.7	
June	7.7	7.7	

July	7.7	7.7	
August	7.7	7.7	
September	7.7	7.7	7.7
	30.8	38.5	7.7
<b>Total PTO Grant (New policy)</b>	<b>77</b>	<b>hours</b>	
<b>Combined PTO Grant/Previous vacation accruals (Jan 1 - Sept 30)</b>	<b>138.5</b>	<b>hours</b>	
<b>Employee used 80 hours of Vacation/PTO</b>	<b>80</b>	<b>hours</b>	
<b>Payout at time of termination Sept. 30</b>	<b>58.5</b>	<b>hours</b>	

**ARTICLE 14 PARENTAL LEAVE**

1. Eligible employees will be allowed time off to care for a newborn child or a newly-placed adopted or foster child 17 years or younger (this does not include adoption of a stepchild by a step parent) as provided under the Family and Medical Leave Act (“FMLA”), and this Agreement.
2. Full-time employees who have been continuously employed for at least thirty (30) days are eligible for four (4) weeks of paid parental leave within the first twelve (12) months prior to and/or following the expected birth or adoption of a child (who is not already a step child).
3. Eligible employees may take unpaid parental leave, after they exhaust the paid leave provided in sections 1 and 2 of this Article, for a total leave period that cannot exceed twelve (12) weeks. Employees granted such an unpaid leave of absence will not be eligible for another unpaid leave for twenty-four (24) months from their return from leave, unless otherwise provided by law. In special circumstances, and operations permitting, unpaid leave may be extended with the approval of the publisher.
4. Use of Other Paid Leave: In addition to the paid parental leave in Section 2 above, Employees may use accrued vacation, sick and personal leave during any otherwise unpaid portion of parental leave.

**ARTICLE 15 SICK LEAVE, BEREAVEMENT LEAVE, LEAVES OF ABSENCE, JURY DUTY, ORGAN AND BONE MARROW DONOR LEAVE, VOLUNTEER TIME OFF**

1. Sick leave may be used for any of the purposes designated by applicable law, and in particular, the following:
  - The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member.

- To obtain services as a victim of domestic violence, sexual assault or stalking, such as medical attention, services from a shelter, program or rape crisis center, counseling, or to participate in safety planning or relocation.
- 2. As used in this policy, "family member" means any of the following: a child (biological, adopted, foster, stepchild, legal ward, or child to whom the employee stands in loco parentis), spouse, registered domestic partner, parent, grandparent, grandchild, or sibling.
- 3. Employees may use paid sick leave in minimum increments of 15 minutes. If the need for paid sick leave is foreseeable, the employee must provide reasonable advanced notification of the need for sick leave to their supervisor or Human Resources. If the need is unforeseeable, the employee must provide notice as soon as practicable under the circumstances. If the employee is too ill or otherwise incapacitated and cannot call their supervisor, a relative or other responsible adult can notify human resources or the employee's manager. Please note that failure to give proper advance notice of an absence may result in discipline, up to and including termination.
- 4. Sick leave shall be paid at the employee's regular rate of pay.
- 5. The Publisher may, in its discretion, require proof as to the bona fides of the illness or injury warranting leave. Employees will not abuse this benefit.
- 6. Sick leave is provided on the date of hire for use during the current fiscal year and then on the first day of each fiscal year thereafter. Fiscal year is defined as the period from October 1 through September 30.
- 7. Sick leave is wage replacement for days absent from work due to medical inability to work. Unused sick leave does not carry over year to year, is not available for any use other than days off from scheduled work due to medical inability to work, and is not paid out in the form of payroll or cash at any time, including at the end of the fiscal year or at the time of separation from employment, except where otherwise required by state law.
- 8. Eligibility:
  - Full-time employees (40 hours per week) will receive 40 hours per fiscal year;
  - Regular Part-time employees (30-39 hours per week) will receive 30 hours per fiscal year;
  - PT20 employees (20-29 hours per week) will receive 24 hours per fiscal year;
  - PT19 employees (less than 20 hours per week) are not eligible for sick leave except where required by state law

9. Paid sick leave and PTO are not interchangeable. Employees may only use paid sick leave as specified in this policy and consistent with applicable law. PTO is more flexible, and can be used for any of the purposes indicated in this policy, including time off for recreation, sickness, injury or for personal days.
10. Employees will not be retaliated against for requesting or using sick leave pursuant to this policy.
11. Under certain situations, local, state or federal law may provide for paid sick leave requirements. Any leave specified by law will run concurrently with leave taken under this policy and this policy will be interpreted and applied pursuant to requirements under local, state or federal law.
12. Upon separation of employment, accrued, unused sick leave shall not be paid out.
13. As of the ratification of this agreement:
  - a. This new sick leave policy goes into effect.
  - b. Employees shall be granted the full fiscal year amount per Section 8 above for use from ratification of this agreement through the end of the fiscal year, September 30, 2022.
  - c. On October 1, 2022, and every fiscal year going forward, employees shall be granted the fiscal year amount per Section 8 above.
  - d. There will be no carryover of the previous sick leave policy upon ratification of this agreement.
  - e. New hires shall be granted sick leave on the date of hire based on Section 8 eligibility above.
  - f. Eligible part-time employees working 20-29 hours employed prior to the ratification of this agreement will not be eligible for additional sick leave until the new fiscal year on October 1, 2022.

14. Unpaid Medical Leave: An unpaid medical leave of absence may be granted to employees who have not been with the Company long enough to qualify for coverage under the Family and Medical Leave Act (FMLA). Regular full-time and part-time employees who are not yet eligible for FMLA may request an unpaid medical leave of absence (including maternity leave) for up to eight (8) weeks for those times when a medical condition prevents the employee from performing the essential job functions of his or her position. If an employee expects to be absent for more than five consecutive workdays as a result of an illness, injury, or disability (including pregnancy), the employee must submit a written request for medical leave to the Company as far in advance of the anticipated leave date as practicable.

15. Personal Leave: Personal leaves will be granted at the discretion of the Employer. A Leave of Absence Request form must be submitted to Human Resources providing a full explanation. A Leave of Absence Authorization Notification will be provided to the employee and his/her manager by Human Resources. A personal leave of absence will generally be unpaid unless approved by the Employer.

16. Jury Duty: If an employee is called for jury duty or as a witness by court subpoena, the employee shall be given full pay, less any stipend provided by the court. 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. The above provisions shall also apply to any employee who is subpoenaed to testify in any court or administrative proceeding provided the employee is not a defendant in such proceedings, unless he or she is a defendant in an action that is job-related.

17. 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.

18. Bereavement Leave: Full time Employees shall be allowed three (3) days bereavement leave without loss of pay in the event of a death in their immediate family. Immediate family is defined as mother, father, mother-in-law, father-in-law, grandfather, grandmother, son, daughter, stepchildren, stepmother, stepfather, foster parent, spouse, domestic partner, sister, brother, sister-in-law, brother-in-law, spouse's grandmother or grandfather, aunt, uncle, first cousin, or any other blood relative living under the same roof. 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. Any exception to the above policy regarding paid length of leave or familial relationship may be granted with the approval of the supervisor. If long distance travel (300 miles or more) is required to attend a funeral, memorial service and/or assist in arrangements thereof, the employee shall be granted two (2) additional days of paid leave to accommodate them for time lost in travel. 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.

Definition of Domestic Partner: For the purpose of clarity in using any eligible leave for the care of an employee's domestic partner, the Publisher recognizes that a domestic partner may be a person either of the opposite sex or of the same sex as the Employee and must be a person who:

- Is at least eighteen (18) years of age;
- Has had the same principle place of abode with the Employee;
- Is not related to the Employee by blood;
- Is not married to, or the domestic partner of, any other person.

19. Union Leave: Upon request, and after management approval, unpaid leaves of absence may be granted to delegates elected to The News Guild, CWA or AFL-CIO conventions or trainings, both national and local; to delegates elected to special meetings called by The News Guild; 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. Management approval shall not be unreasonably denied.

20. Family and Medical Leave of Absence (FMLA): The Family and Medical Leave Act (the "Act" or "FMLA") requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job

In accordance with applicable law the Company shall determine in each case whether an absence qualifies as a FMLA leave. When an employee goes on a qualified FMLA leave they are required to first use all available sick leave and when sick leave is exhausted, use up to one half of their accrued annual leave. At that time, if eligible, Short Term Disability benefits commence. Leave taken for any purpose by an employee who is eligible for FMLA leave will be designated by the Company as FMLA leave, even if the employee has not specifically requested FMLA leave. FMLA leave will run concurrently with any paid leave.

#### Eligibility

Employees are eligible if they have worked for the Company for at least twelve (12) months in the last seven (7) years and worked at least 1,250 hours for the Company during the twelve (12) months preceding the commencement of the leave.

An employee's cumulative total of all leaves of absence under FMLA may not exceed twelve (12) weeks in any twelve (12) month period. The 12-month period will be



measured on a rolling 12 month period from the date an employee uses any FMLA leave. A husband and wife who are eligible for FMLA leave and are employed by the Company are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parent with a serious health condition, for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement. FMLA leave for the birth of a child or placement of a child for foster care or adoption, must be completed within one (1) year after the birth or placement.

Should the number of employees fall below 50 (fifty), the publisher agrees to provide FMLA benefits as described above to employees who otherwise would be covered by FMLA.

21. Organ and Bone Marrow Donor Leave: Leave for the purpose of donating bone marrow or an organ will run concurrently with FMLA. Employees who choose to donate organs or bone marrow will be eligible for paid leaves as indicated below:

- Organ donors – a leave of absence up to 30 consecutive working days in any one-year period
- Bone marrow donors – a leave of absence up to five consecutive working days in any one-year period

22. Volunteer Time Off: Full time and part time employees who work 20 or more hours each week are eligible for two days of paid leave each fiscal year to volunteer.

- Employees are eligible for this benefit on the first of the month following 30 days of service. Time must be used as full or half days only.
- Employees hired after the first day of the fiscal year, but before April 1, will receive one day of VTO to use until the next fiscal year. VTO will start over on the first day of each fiscal year and cannot be rolled over to the following fiscal year or cashed out.
- Volunteering time and services to for-profit companies does not qualify.
- To volunteer in your community, inform your direct supervisor at least two weeks in advance of the planned volunteer activity. Employees should also provide the supervisor specific information about the activity at that time. Approval of the time off is at the discretion of your direct supervisor.

23. An employee returning from an approved leave of absence shall be guaranteed to return to the same or equivalent position and shall be entitled to their same pay plus any across-the-board increases given during their leave.

## **ARTICLE 16 HEALTH & WELFARE, VISION, DENTAL, PRESCRIPTION**

1. The Publisher shall continue to offer insurance coverage in effect at the signing of the contract, or reasonably comparable plans, including Medical, Dental, Vision, Life/Accidental Death and Dismemberment (“AD &D”) Insurance plans, Sickness and Accident coverage (“Short-Term Disability”), and Flexible Spending (Section 125 Plan) to be eligible employees covered by collective bargaining agreement, upon proper enrollment.

2. Employees shall become eligible the first of the month following one full calendar month from the date of eligible employment.

3. The Publisher reserves the right to change plans, including co-pays, deductibles, out of pocket maximums, rate and coverage as necessary. Communication of changes will be made prior to the annual open enrollment period. Premium increases shall be capped at thirteen percent (13%) per year.

## **ARTICLE 17 RETIREMENT PLAN**

1. All employment service counted toward vesting service under the BH Media 401k plan shall be counted as vesting service under the Lee 401k plan. The vested percentage of Employee and Employer contributions earned under the BH Media 401k plan will transfer respectively to the Lee Enterprises Employees Retirement Account Plan. Unvested amounts will continue to vest under the BH Media Group vesting schedule.

2. The Employer shall continue to offer a 401(k) plan to employees covered by this Agreement as follows. Employees shall be eligible to enroll in the plan effective the first of the month coinciding with or following thirty (30) days from date of hire. All employees who become eligible will be automatically enrolled into the Retirement Account Plan to make per-tax employee contributions equal to 5% of the employee’s pay each payroll period. At any time, employees may adjust or end contribution percentages. Employees shall be immediately vested in their contributions to the plan.

3. An employee shall become eligible for an Employer match once the employee completes a Year of Eligibility Service. A Year of Eligibility Service is a period of twelve consecutive months during which the employee works 1,000 hours or more. The first measurement period of years of eligibility service is the employee’s Anniversary Year, the employee’s first twelve months of employment. If the employee did not have 1,000 hours or more of service in their Anniversary Year, the next measurement period is each Plan Year thereafter. A plan year is January 1 – December 31. The Employer Match will begin the first of the month after meeting the eligibility requirement. Lee

Enterprises will match 40 percent of the first 5 percent of pay contributed by the employee.

4. Employees are always 100% vested in their employee contributions and in rollover contributions, as well as in any investment earnings on such funds. The employee is legally entitled to a full distribution of such funds when their employment ends.

5. After the transfer from the BH Media Plan to the Lee Enterprises plan is completed, new participants in the plan beginning 1/1/2021 shall become vested in Employer contributions and the earning on these contributions based on years of vesting service with the Company. As of December 31, 2020, employees who were active participants in the former BH Media 401K plan shall be eligible to vest in the Lee 401K plan under the same vesting schedule as the former BH Media plan provided. A year of vesting service is defined as a Plan Year (calendar year) in which an employee completes 1,000 hours or more of service.

Vesting in the Employer contributions is based on the following table and as follows.

Vesting Service:

Year of Service (1,000 hours)	Vested percentage
1 year	10%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

Employees automatically become 100% vested in matching contributions if they (a) attain age 55 while employed and have at least five years of service, (b) terminate employment as a result of total and permanent disability, (c) terminate employment as a result of death, (d) attain age 59 ½ while employed.

The provisions of this Article shall remain unchanged for the term of this Agreement.

## ARTICLE 18 WAGES

1. Effective the first full pay period following ratification, the minimum salary for full-time reporters, photographers, copy editors, and editorial producers shall be \$18.26 per hour (\$38,000 per year) and effective one year from ratification then minimum salary for these positions shall be \$19.23 per hour (\$40,000 per year). Employees in year one will be raised to the minimum of \$38,000 per year or 2%, whichever is higher, and employees in year two shall be raised to the minimum of \$40,000 per year or 2%, whichever is higher.

2. The minimum wage rates established herein are minimums only. Nothing herein shall be construed to alter or modify the right of employees to bargain for individual pay increases on their own behalf, but the Publisher agrees not to bargain with any individual employee for, or to enter into any agreement providing for, a salary less than the minimum set up in this agreement or less than any salary established between the Publisher and the Guild. Individual merit may be recognized by increases above the minimum.

## ARTICLE 19 PART-TIME, TEMPORARY EMPLOYEES AND INTERNS

1. A part-time employee is one who is hired to work fewer than thirty (30) hours in a work week.

(a) Normally, part-time employees will not be scheduled to work more than five (5) days in a work week.

(b) Part-time employees may decline workdays outside of their posted schedule.

(c) Hours worked by a part-time employee in a week may increase to thirty (30) or more hours or decrease based on business needs without changing the employee's part-time status. The Company will comply with all ACA provisions. If a part-time employee qualifies for ACA coverage, they shall be covered by all the provisions of this contract.

2. Part-time employees shall not be hired where, in effect, such employment would eliminate or displace a full-time employee

3. A newsroom temporary employee is one employed on a special project for a period of no more than six (6) months, except in cases where a temporary employee is hired to replace an employee on leave, in which case the temporary employment may be for the duration of the leave. Other than the wage article, Temporary employees shall not be covered by any benefits in this Agreement. If a temporary employee is hired under a specific grant, the components of the grant will be controlling. A temporary employee who is hired for a permanent position with less than a 60 day break in service shall have their date of hire the date they started the temporary position.

4. Part-time employees and Temporary will be paid in accordance with the wage provisions of this agreement.

5. Part-time employees shall receive benefits in accordance with applicable law.

6. Part-time employees will be given first consideration for posted positions after employees on the rehire list, ahead of outside applicants to fill full-time vacancies within the part-time employee's job title.

7. Interns are defined as students currently enrolled in a college or high school program or recent college graduates. Interns may be hired and work for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Interns shall be paid not less than state minimum wage.

## **ARTICLE 20 EXPENSES**

1. All necessary working equipment, as determined by the Publisher, shall be provided to the employee and paid for by the Publisher.

2. Employees who use personal automobiles for Company business must have a valid driver's license and auto liability insurance.

3. When an employee uses a personal auto on approved Company business, the Company will reimburse employees at a mileage rate of 31 cents per mile or the rate paid to non-union employees, whichever is greater.

4. In order to receive reimbursement for mileage, an employee must complete an Expense Report specifying the purpose of the trip as well as the mileage. Commuting to and from home is not reimbursable. If an employee attends a business meeting or event before or after work, the amount of mileage submitted for reimbursement should include a deduction for miles equal to the employee's commute. Similarly, travel miles to an airport should only include incremental miles from the employee's assigned work place to the airport. Employees who are required to drive their personal vehicle for

business purposes shall maintain, at their own expense, auto insurance coverage at the levels mandated by state law. Employees are required to provide proof of coverage to the Publisher upon request.

5. The publisher shall provide free parking at its 685 W. Rio Road, Charlottesville, VA facility.

6. All full-time employees are eligible for a personal cell phone stipend or eligible to be issued a Company phone at no cost. Personal cell phones must be able to take photographs and video suitable for publication. The cell phone stipend will not be less than \$50 per month, except that employees hired after the signing of this agreement shall receive \$30 per month. This section is subject to the Company's Cellular Device Policy both at issuance of new phone and departure from the Company.

7. Employees should pre-plan and request approval from management with regard to advance funds for overnight travel.

## **ARTICLE 21 PRIVILEGE AGAINST DISCLOSURE**

1. Except to the extent required by law or court order, or where advised by legal counsel to do otherwise, an employee may refuse to submit or authenticate to outside sources, without penalty or prejudice, unpublished information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, or the establishment and maintenance of his or her sources, in connection with the newsgathering processes of his or her employment. The Publisher shall not give up custody of or disclose any of the above without first consulting the employee. All employees recognize their obligation to submit to management any or all of the foregoing upon request.

2. The Publisher shall notify the applicable employee concerned of a demand on the Publisher for any such surrender or disclosure or authentication. Likewise, the employee shall notify the Publisher of a demand on the employee for any such surrender or disclosure or authentication.

3. The Publisher agrees that in the event an employee is the subject of a subpoena, or is named as a defendant in a legal action arising from the employee's role in the preparation of a published news story or from the employee's refusal to authenticate or disclose the source of a news account as permitted pursuant to this Article, counsel will be provided by the Publisher for the employee's defense. The Publisher also agrees to indemnify the employee against damages and other expenses related to the defense of the applicable subpoena or action, including but not limited to fines, damages or loss of

pay. Should the employee disagree with the position taken by the Publisher as to surrender, disclosure or authentication and choose not to follow the Publisher's recommendation in the matter, the employee shall have the option of asking for a meeting with the Publisher, and-or counsel and-or publisher's designee to explain the reporter's position. If, after the meeting, the publisher insists that the reporter surrenders or discloses, then the employee shall bear any further expenses incurred. The Publisher's obligations in this Section shall cease at the point at which the employee refuses to follow the advice of counsel provided by the Employer.

4. Any disciplinary action based upon this Article shall be subject to the grievance procedures set forth in this Agreement.

## **ARTICLE 22 TRAINING**

1. The Publisher may at its discretion provide paid time off for training opportunities to bargaining unit employees. The opportunity to attend such training will be at no cost to the Publisher. Training may include, but not limited to outside professional development, conferences, or workshops to enhance employee skills for possible promotion or expanding skills for other roles.

2. The employee's direct supervisor shall meet with employees annually to discuss job performance and goals and **shall** provide written evaluations of employees annually within a quarter of the employee's anniversary date or shall do so upon the employee's request. Such evaluations shall be used solely to reflect on the employee's past 12 months of employment and shall be used to identify the employee's strengths, set goals for the next year and address any training/coaching needs, as well as to provide the employee with an opportunity to discuss his or her goals and career-path possibilities. Evaluations shall not be used or construed as a disciplinary step. Supervisors shall work with the employee on a plan to grow professionally and address the training or coaching needs. That plan will have a six-month check-in to ensure that both the supervisor and employee are working through those goals.

3. Employees may from time to time be required to participate in management provided training including but not limited to newsroom ethics, sexual harassment and any other training that may be required by law. Such training shall be done on paid time.

## **ARTICLE 23 LABOR MANAGEMENT COMMITTEE**

1. The purpose of the Labor Management Committee (LMC) is to promote communications and problem solving, diversity and increased effectiveness of the staff

as a whole, develop a more effective news organization and 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 except that the parties agree the LMC shall, within six (6) months of signing this agreement, create an onboarding checklist for all new employees to ensure the necessary training is completed. 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.

The LMC will meet at least once every six (6) months, but more often upon request of the Employer or the Union. There shall be two (2) members of newsroom management and two (2) members of the bargaining unit on the committee. Either group may have alternates (employees only) as needed.

The position of Chair of the LMC shall rotate between the bargaining unit and management annually. In odd years, management committee members shall select the Chair. In even years, Union committee members shall select the Chair. The Chair is responsible for assuring that meetings are scheduled, confirmed, and do take place. In addition, the Chair is responsible for collecting agenda items for each meeting and delivering the agenda to all committee members at least one day prior to the meeting. Committee members must send proposed agenda items to the Chair at least two days prior to each meeting.

## **ARTICLE 24 MISCELLANEOUS**

1. **Bylines:** An employee's byline on a specific story shall not be used over his or her protest.
2. **Corrections:** If a question arises as to the accuracy of published material, no correction or retraction of that material shall be issued without prior consultation with the employee concerned whenever reasonably possible.
3. **Handbook:** From the date this agreement employees will adhere to the BHMG Handbook. As soon as available the publisher shall provide to employees the Lee Enterprises handbook to the Guild, and shall bargain over any substantive changes to the BHMG handbook, if requested. The Company will advise the Union of any future substantive proposed handbook revisions or additions. Any substantive changes to terms and conditions of employment in the handbook shall be negotiated with the



Union, if so requested. If there are conflicts between the Employee Handbook and the Collective Bargaining Agreement (CBA), the CBA shall be controlling.

4. Remote Work: Occasionally news coverage activities may require employees to start, work part of their day, or end their day working at home. Should a condition present itself that makes good business sense for employees to work from home on a regular or permanent basis, this may only be done with management approval. Management at its discretion may continue or stop any at home work situation with at least two (2) weeks' notice, and such decisions may not be challenged via the parties' grievance procedure.

5. Outside Activities: Employees shall be free to engage in activities outside work hours. However, if the activity involves performing services which in any way resembles work newsroom employees are engaged in, employees must first secure permission of the managing editor to ensure a conflict of interest does not exist. Such activities might include, but are not limited to, services for print or digital publications, radio, TV, social media or public relations.

6. Professional Integrity: In order to maintain professional integrity and the integrity of The Daily Progress employees shall objectively report the news without influence from outside interests including but not limited to advertisers, advertising staff of the paper, politicians or any other person in a position of power. The Publisher's reporting standards are part of the Employee Handbook and shall govern employee behavior.

7. Closure: In the event of the closure of the Daily Progress or cessation of its digital and/or print product, the Employer shall maintain the newspaper's archives for the use and consumption of readers and former employees.

8. Moving expenses: At management's discretion newly hired employees relocating (fifty miles or more from home to new home) to take a position with the publisher, may be reimbursed up to \$2,500 for relocation expenses. Employees who voluntarily leave employment, or who are discharged for cause before two years, shall be required to repay the relocation reimbursement.

9. Content and Publication: Management owns all content produced by employees in the course of their work for the Publisher. Management shall determine content to be published including the adding, removing and or frequency of publications at its discretion. There shall be no restrictions with the Publisher's ability to share and receive content. The parties agree to conduct effects bargaining as required by law.

## **ARTICLE 25 MANAGEMENT RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not. The exclusive rights of the Employer which are not abridged by this Agreement shall include but not be limited to the following rights; determining and re-determining the methods, processes and materials to be used; establishing and discontinuing processes or operations of the Employer; evaluating employee performance; establishing and changing production methods; enforce deadlines and performance standards in accordance with the terms of this Agreement; establishing and changing hours and shifts in accordance with the terms of this Agreement; determining, changing or discontinuing equipment used in the Employer's operation; establishing and changing work and quality standards, rules of work and practices, and practices and procedures for the conduct of the business, which shall be reasonable; establishing and changing work schedules and assignments in accordance with the terms of this Agreement; transfer or subcontract work in accordance with the terms of this Agreement; setting deadlines and requiring employees to inform their manager as to the status of their assignments and to seek approval for assignment outside of the norm; laying off employees in accordance with the terms of this Agreement; suspending or discharging employees for cause in accordance with the terms of this Agreement; conducting job studies; otherwise taking such measures not in conflict with this Agreement or law as management may determine to be necessary for the orderly, efficient and profitable operation of its business. The union retains the right to bargain for a reasonable amount time over the effects of any and all changes in policy or working conditions as listed above.

## **ARTICLE 26 SUCCESSORSHIP**

This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer 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**

If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect.

No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Publisher and the Union unless made and executed in writing by the Publisher and the Union.

The failure of the Publisher to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Publisher to future performance of any such term or provision.

## **ARTICLE 28 NO STRIKE/NO LOCKOUT**

During the term of this Agreement there shall be no strikes (including sympathy, unfair labor practice, or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, byline strikes, any acts honoring a picket line or any other acts that are intended to interfere with the Employer's operations or the production or sale of its products or services during the term of this Agreement by the Guild, its officers, agents and members, or by the employees.

The Guild agrees that it will not authorize, ratify, or condone any strike or any other activity described herein. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Guild, the Guild and its officers, agents, and representatives will make every good faith effort to end such activity.

Any or all employees participating in any activity proscribed herein may be subject to disciplinary action, up to and including discharge, subject to the grievance and arbitration process provided for in this agreement.

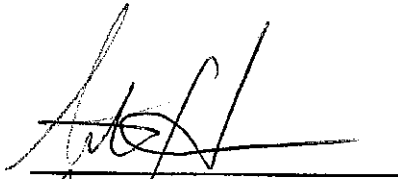
The Employer agrees that it will not lock out the Union covered employees during the term of the Agreement.

The Employer and the Union shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article.

**ARTICLE 29 DURATION AND RENEWAL**

1. This Agreement shall commence April 27, 2022 and expire April 26, 2024.
2. Within sixty (60) days prior to the expiration of this agreement the Publisher or the Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.


**THE DAILY PROGRESS**



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Astrid Garcia

**WASHINGTON-BALTIMORE  
NEWS GUILD (TNG-CWA 32035)**



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**APPENDIX A – ETHICS POLICY**

We are a news organization of independence, fairness, clarity and courage. The community we serve expects and deserves no less.

As such, we in Daily Progress newsroom promise our readers and ourselves to uphold the highest standards of journalism.

Our accuracy and credibility are paramount, and we will remain vigilant in maintaining strong ethical standards. We realize that even the appearance of a conflict of interest can erode the vital, fragile bond of trust between The Daily Progress and the public.

The ethics standards below apply to all news and editorial employees. All questions regarding conduct or conflicts of interest could not possibly be answered here, but the standards can serve as a guide in figuring out what's appropriate in many circumstances. To the extent they can, editors should ensure these standards have been followed by others whose work we use, including freelancers and syndicated journalists.

Maintaining high, consistent ethical standards is the shared responsibility of all newsroom employees. When you're faced with a question or see a possible problem, discuss it with a supervisor and draw on others in the newsroom to get a clear and full perspective. It's better to err on the side of raising an issue for discussion than letting a problem slip by. By putting our heads together, we usually can figure out how to do the right thing.

## **Appendix B Social Media Policy**

Because the social media and digital landscape is changing rapidly, it is impossible to anticipate the challenges, questions and issues that could be posed by new tools that emerge in the future. When you face such challenges or questions, it's always best to discuss them with your supervisor or senior newsroom leaders and, when appropriate, your colleagues before making a decision on how to handle the situation.

We encourage your interaction in social networks. We also, as always, expect newsroom staff to abide by our ethics policy -- in social networks as well as the "real world." In general, our expectation is that you:

- Remember that your actions online reflect on your integrity as a journalist and on The Daily Progress
- Employees must identify themselves as staff members of the Daily Progress newsroom on all social media accounts that they use for work such as but not limited to Facebook, Twitter, Instagram, Youtube, etc.
- Any post that you make in an official capacity for the Daily Progress must reveal or disclose that you are an employee of the Progress.
- Remember nothing posted online can be assumed to be private.

Keep these principles in mind when:

- Posting comments, photos and other material.
- Deciding when to "friend" others on social networks.
- Choosing whether to "like" others' posts and tweets.
- Signing up for groups, fan pages, or causes online.

TO SUMMARIZE:

Before you post, stop to consider the messages and images you're putting on social media. Remember that nothing posted online is assumed to be private. Your actions online reflect your integrity as a journalist and upon The Daily Progress.

☐ Remain professional in your communications with others on social media when you are identified as a Daily Progress employee.

☐ Do not post comments online that show bias regarding issues or subjects covered by the Progress. Doing so can compromise the newsroom's ability to do its job. Consider all beats that the newspaper covers, not just your own.

☐ Do not post comments or images that disparage sources, readers or co-workers.

Our journalists should not express partisan political views, endorse candidates or make disparaging remarks that can undermine the newspaper's credibility. Opinion columnists and writers have more latitude to express political opinions.

☐ These guidelines apply throughout the newsroom, not just to those who cover government and politics.

☐ When correcting information on social media, the best practice is to correct the information as soon as possible and to inform followers that a correction was made.

- Violations of this policy will be enforced and addressed with respect to both professional and private social media posts.
- Nothing in this policy shall be construed as limiting employees' rights under the National Labor Relations Act, including but not limited to, the right to engage in protected and concerted communications about working conditions, hours, wages, and other terms and conditions of employment, or employees' rights under any collective bargaining agreement.

## **APPENDIX C – MEMBERSHIP AND POLITICAL ACTIVITY POLICY**

The Daily Progress recognizes that all staff members enjoy free speech and other basic rights. The Daily Progress encourages outside civic activities that do not come into conflict with a journalist's work assignment. The list of generally acceptable activities includes, but is not limited to, religious groups, parent-teacher organizations, community betterment groups, professional associations and similar organizations. Participation in charity events, walkathons for non-controversial causes and similar activities also are acceptable.

But reporters and editors should leave no room for doubt about their impartiality and must keep in mind how their actions might affect the credibility of the Daily Progress as a whole. A newsroom employee should refrain from covering or making news judgments about activities in which he or she is personally involved. Further, if a close

family member or a person with a close personal relationship with the staff member is strongly identified with a political or other controversial cause or campaign, a staff member is expected to discuss the potential conflict with a supervisor.

Off the job, staff members face many questions about political activity, civic involvement and what is appropriate. Such activities should be assessed with careful thought about how they might reflect on The Daily Progress as a whole. Before getting involved, you should discuss these questions with colleagues and supervisors to clarify your thinking. Below are some strong recommendations about what behavior is appropriate. Because they deal with off-work activity and First Amendment rights, these bullet points are recommendations and not subject to the normal disciplinary procedures that might arise from other parts of these standards.

- When considering whether to get involved in an outside group or activity, journalists at The Daily Progress (editors, writers, photographers or anyone else directly involved in the news content of the newspaper) should look at whether the group or activity is likely to be involved in public controversy or warrant news coverage. The more likely that is, the more questionable involvement becomes. A leadership position is more likely to cause concern than simple membership or participation. Discuss possible problems with your supervisor.
- Journalists should not run for or hold public office or publicly demonstrate support or opposition to a particular political viewpoint. Campaign contributions, either cash or in-kind, should not be made.

Journalists should avoid becoming involved in demonstrations about controversial public issues or publicly taking sides or joining advocacy groups related to those issues. Public demonstrations would include, but not be limited to, rallies, marches, signing petitions that advocate a controversial position, erecting yard signs, using bumper stickers or wearing pins, T-shirts or similar items, as well as joining groups or "fan" pages on social networking sites or posting on blogs, social networks or other online sites comments advocating for, or opposing causes or candidates. The litmus test on whether a public, political or civic activity is proper should be whether the community might legitimately view that activity as representing a conflict of interest and whether it could be viewed as tainting the newspaper's reputation for independence and objectivity

## **APPENDIX D CONFIDENTIAL AND SENSITIVE INFORMATION POLICY**

The protection of sensitive business information is vital to the interests and the success of the company. Sensitive business information includes, but is not limited to, the following examples:

Client/Customer Data  
Personal employee information  
Non-public Financial information and pricing policies  
Marketing data, strategies, and research  
Pending projects and proposals for news stories  
Confidential news sources  
Business and acquisition plans  
Operations methods  
Internally developed software and computer programs  
Advertising preprinted material (advertising inserts)  
Network and security infrastructure information

Confidential and/or proprietary corporate property includes among other things: statements of strategy, information about the Company's operating processes, the Company's product research and development, the Company's product specifications, computer software in source code form, the Company's information and procedures, product cost information, credit policies, price books, rate cards, customer lists, discount schedules, business and marketing plans, surveys and research data purchased or developed by the Company, and internal financial statements.

Employees may not disclose, divulge, or make accessible sensitive business information or confidential and proprietary corporate information without the expressed permission of the enterprise operating executive or an officer of Lee Enterprises, Incorporated. Employees shall use sensitive business information and confidential and proprietary corporate information solely for the purpose of performing services as an employee of Lee Enterprises. Employees who have questions about whether certain information is sensitive in nature should contact management as appropriate. Disclosure or improper use of sensitive business information can result in disciplinary action up to and including termination of employment.

All sensitive information, when practical, should be stored in locked cabinets or password protected on a Lee owned and managed server when not in immediate use. When no longer necessary for business purposes, it shall either be shredded or kept in a locked shred bin or properly deleted.

Unauthorized disclosure of sensitive information through the use of electronic communications and social media, such as e-mail, personal websites, online chat services, blogs, Facebook, Twitter, YouTube, and LinkedIn, also violates this policy.

Nothing in this policy shall be construed as limiting employees' rights under the National Labor Relations Act, including but not limited to, the right to engage in protected and concerted communications about hours, wages, and other terms and conditions of employment, or employees' rights under the collective bargaining agreement.



This policy should not be construed to restrict or violate any rights employees may have to communicate to others under state or federal law.

#### Responsibility for Security of Cardholder Data

All employees and/or contractors must protect all sensitive information regardless of the form in which it is held. This includes, but is not limited to, devices potentially containing sensitive data such as mobile phones, laptops, PDA's, email, etc.

Access to sensitive information such as cardholder data should be limited to those who have a business reason to possess such information. If access to sensitive information is required by a contractor in order to perform their contracted duties, they shall be required to adhere to the same standards of conduct as that of a Lee Enterprises' employee.

#### Use of Cardholder Data

Use of cardholder data is limited to completing a transaction, supporting a loyalty program, providing fraud control services, or for uses specifically required by law.

All users are responsible for maintaining the confidentiality of sensitive information. Users may not reveal or allow disclosure of sensitive or confidential information to any individual or business entity not authorized to view the information. Use of cardholder data is limited to those items listed above. Any question regarding any other use of cardholder data or whether an individual or business entity is authorized to view the information should be directed to the corporate director of network security and telecommunications.

#### Availability of Cardholder Data

In the event an enterprise desires to use a contractor to retain credit card data or perform backups of the data, the Contractor must be pre-authorized by the corporate director of network security and telecommunications and proven to be PCI compliant. In the event of an audit, all data must be available at Lee corporate or an enterprise location.

#### Storage of Cardholder Data

Cardholder data storage must be kept to a minimum by appropriate data storage and retention policies. Cardholder authentication data, such as magnetic strip or chip data, card-validation codes, or PIN verification values, must not be stored subsequent to authorization, even if encrypted. All sensitive and/or confidential information, however received, should be shredded immediately following use or kept in a locked shred bin.

