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LABOR AGREEMENT
BETWEEN
LEE Enterprises
d/b/a THE RICHMOND TIMES-
DISPATCH AND
THE WASHINGTON-BALTIMORE
NEWS GUILD, TNG-CWA LOCAL 32035

Preamble

Continuing advancements in technology have changed consumer needs and demands for news. As a result, the methods of gathering, editing, reporting and disseminating news are changing and expanding in the newspaper industry. Of course, the traditional print newspaper remains, but consumers' demands now require that news be distributed not only through the print newspaper, but through multimedia channels as well. "Multimedia" includes, but is not necessarily limited to, the internet and online, video, audio, oral news reporting, oral/image news reporting, and other electronic avenues and technology that might be developed. The Richmond Times-Dispatch believes there is a need for continuous news gathering and dissemination, requiring flexibility in how traditional newsroom functions are performed. The Richmond Times-Dispatch has worked with the Richmond Newspapers Professional Association, and its successor, the Washington-Baltimore News Guild to implement a Continuous News Operation (CNO). The parties have discussed and exchanged information relating to the CNO to the extent that the information has presently developed relevant to bargaining unit employees' terms and conditions of employment. The Washington-Baltimore News Guild, as the exclusive bargaining agent for the news staff of the Richmond Times-Dispatch, wants to protect bargaining unit work and job security for employees in the bargaining unit. The parties believe that hereafter fair and reasonable efforts by them to accomplish and resolve their respective objectives and other matters will be facilitated under this Collective Bargaining Agreement.

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Parties

This agreement is made as of 4th day of November, 2022, between Lee Enterprises d/b/a the Richmond Times-Dispatch, hereinafter referred to as the "Employer" or "Company", and the Washington-Baltimore News Guild, TNG-CWA Local 32035 hereinafter referred to as the "Union" or the "Guild, for itself and on behalf of the News employees of the Employer as defined in Section I of this agreement.

Article I
Bargaining
Unit

News employees shall be construed to include all news, photographic, library, graphics and systems employees in the news departments of the Richmond Times-Dispatch with the exception of the following, who are exempt from the provisions of this agreement:

TIMES DISPATCH

Executive Editors
Managing Editors
Senior Editors
Deputy Editors
Department Heads
Editor Weekend
Special Projects Editor
Night Editor
Administrative
Assistants Office
Manager

News employees shall also include all persons employed at the Employer's Virtual Editing Center located in Richmond, Virginia, and vicinity including Hanover County, in the job classifications of Copy Editor and Page Designer.

Article II
Minimum
Salaries

- (1) The Managing Editor and/or Editor or his/her designee and the applicant will determine the pay level at which the applicant shall be hired. In making this determination, the Managing Editor shall use various criteria including, but not limited to: educational background, applicable job skills, experience i.e. newspaper, TV broadcast, Interactive media, press association, photographic agency or news magazine and proficiency in the English language.
- (2) The Salary Scales provided for under Article II of this Agreement shall be applicable to all bargaining unit employees.
- (3) All employees who are exempt from the applicable overtime provisions of the Fair Labor Standards Act shall be compensated for time worked in excess of forty (40) hours in a workweek at straight-time in cash.
- (4) (a) The following reflects the minimum salary scales applicable to all bargaining unit employees.:

CLASS A – Reporter, Photographer, Librarian, Copy Editor, Designer, Producer

Class A – Reporter, Photographer, Librarian, Copy Editor, Designer, Producer

Start - \$42,000/\$20.19 hour

Year 5 - \$49,000/\$23.56 hour

Year 10 - \$53,000/\$25.48 hour

Year 15 - \$56,000/\$26.92

Year 20 - \$60,000/\$28.85

Class B – News Clerks

Start - \$15.00

During third year - \$17.54

b) Upon ratification of this Agreement, all employees shall be placed in the above pay scales at the rate based on the employee's job title and length of service with the Company, and their pay shall be increased accordingly, if applicable

c) Employees currently paid above the top minimums herein shall maintain such pay. The amount above the top minimum shall be considered merit pay.

d) Employees shall progress up the pay scale on the anniversary of their date of hire and shall receive increases on the dates provided in the scale of wages above.

e) Upon ratification, (i) any employee who did not receive an increase pursuant to Section 4 (a) above shall receive a pay increase equal to two percent (2%) of their base salary, and (ii) any employee who received an increase pursuant to Section 4 (a) above that was less than two percent (2%) of their base salary shall receive a pay increase equal to the difference between the amount they received and two percent (2%) of their base salary. One year from ratification, all employees shall receive a two percent (2%) increase in pay.

- (5) a) A daily differential of \$20 shall be paid to any member of the bargaining unit who is assigned to substitute for a management position as listed in Article I on a temporary basis. The differential shall be paid for each day of work in the temporary position.
- b) A daily differential of \$20 shall be paid to any member of the bargaining unit who is assigned to the following positions:
1. Sports Slot
 2. Copy Desk Slot
 3. Wire Editor

The differential shall be paid for each day of work in the position.

- (6) Every employee covered by this contract shall be evaluated at least once every 12

months under the employer's present policy. As part of the evaluation process, the employee has the right to object to any part of their evaluation that they are not satisfied with and to state the reasons for the objections in writing which will become part of the evaluation file. The supervisor will review the objections as part of the normal evaluation review procedures.

- (7) All Part-time employees will be paid hourly based on the position they are filling and the number of hours worked. Fringe benefits for part-time employees shall be in accordance with Company policies.

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Article III
Merit Pay

- (1) Merit pay shall be given based on objective, good-faith performance evaluations pursuant to the Newsroom Performance Rating Plan (NPRP) established by the Company.
- (2) Not less than ten (10) days after merit determinations are made, the employer shall provide the Union the following information:
 - a) The name of each employee who received a merit increase;
 - b) The amount of that employee's merit pay increase;
 - c) The employee's new annual salary based on the merit pay increase, and;
 - d) The effective date of the employee's merit pay increase.
- (3) The completed performance evaluations will be submitted to and reviewed by the Executive Editor. The Executive Editor shall use various criteria, including, but not limited to, educational background, applicable job skills, experience, i.e., newspaper, T.V. broadcast, interactive media, press association, photographic agency, or news magazine and proficiency in the English language. Prior to pay being distributed and employees notified the Executive Editor will meet with two (2) members of the Guild leadership to review and discuss the proposed Merit Pay distribution as determined by the Company. Issues relating to the distribution of Merit Pay may be submitted to the Grievance Procedure in Article XII of the Collective Bargaining Agreement. Such issues are not subject to the Arbitration provisions in Article XII of the Collective Bargaining Agreement.
- (4) This merit pay system as set forth in this Article III supersedes all previous agreements between the parties that relate to the Company's merit pay system.
- (5) It is understood that the individual employee has the right at any time to bargain with the employer for wages above the minimums provided in this agreement. The employer may also provide individual wage increases at its discretion after first advising the union of the reason.

Article IV
Hours and
Overtime

- (1) The Company specifically recognizes the personal sacrifices made by employees to be available on short notice, at unconventional hours, and sometimes away from home for extended periods to complete their assignments due to the nature of the news industry. In scheduling employees, the Company shall give consideration to each employee's work- life balance. However, because of the demands of the business, the Company reserves the right to establish and adjust working hours pursuant to operational needs, including, but not limited to, the Company's need to manage its overtime expenses.
- (2) The normal work week for full time employees is five (5) days totaling forty (40) work hours within 12:01 a.m. Monday to midnight on Sunday. Work schedules shall be posted by the Employer at least one week in advance of any change. Changes to the schedule may be made at any time in the discretion of management subject to operational needs. However, management will provide as much advance notice as is reasonably possible of required overtime and other changes to the established work schedule.
- (3) Working time is time that an employee is actively performing his/her job. Time away from work such as meal periods, holidays, PTO, sick days, time off for jury duty, or a death in the family, etc. is not working time.
- (4) Overtime is working time in excess of 40 hours per week. Overtime work may be required of any employee. Supervisor approval to work overtime should be obtained before the time is worked except in situations when overtime is required or needed on short notice, in which case approval should be obtained after the fact. The employer shall cause a record of all hours worked to be kept.
- (5) Compensatory time is eliminated for all bargaining unit employees. For all non-exempt employees, hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of time and one-half. Exempt bargaining unit employees will continue to receive straight time for all hours worked in excess of forty (40) hours.
- (6) An employee required to work any time on his or her day off shall in no case be paid for less than four (4) hours of work.

Article V Holidays

- (1) New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day are officially recognized holidays and are intended by the employer to be a day off with pay for employees. If the holiday falls on an employee's regularly scheduled day off, the employer shall schedule the employee's holiday on what would normally be a workday, by mutual consent. Employees who are on PTO during a week in which a holiday falls are not charged with PTO time for the holiday.
- (2) The Company is a 24 hour, seven day a week operation. Therefore, it is not always possible for our employees to be off on a holiday. Any employee required to work on any of these holidays shall, upon mutual agreement between the employee and manager, either be given a compensatory day off within the 45 days immediately

preceding or following the holiday, or shall be paid double time for any work performed on the holiday.

- (3) An employee may choose to take one or more of other commonly acknowledged national or religious holidays in place of one or more of the Company's six official holidays, provided it is agreed to in advance by the employee's supervisor and is consistent with the needs of the company and the News Department. These other currently acknowledged holidays include, Yom -Kippur, Hanukkah, Eid al-Fitr (the end of Ramadan) and Eid-Adha (the end of the hajj, or pilgrimage to Mecca).
- (4) Employees also are granted a day off with pay for their birthdays, which may be taken on any day of the year of the employee's choice, subject to management's approval in its discretion based on the operational needs of the Company.

Article VI
Medical
Leave

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In case of an employee's bona fide illness, care for a sick spouse, child or parent, or for diagnostic procedures or treatments of an employee prescribed by a physician, the employee shall be granted not more than seven (7) paid sick days. All requests for sick leave should be made to the appropriate Company supervisor. The Company will use sound discretion in evaluation of all leave requests.

Article VII
Leaves of
Absence

Employees will be granted leaves of absence in accordance with the present policy of the employer. An employee may take two weeks' military leave and shall be paid by the employer his or her normal salary less military pay.

Article VIII
Discipline and Discharge

- (1) The Company has the right to discipline and discharge employees subject to the requirement for just cause.
- (2) The disciplinary action which the employer may take for just cause shall include, but not be limited to, suspension from work without pay or discharge.
- (3) In the case of any offense for which an employee may be discharged, the employer may impose lesser discipline.
- (4) Subject to the requirement for just cause, the following is a non-exclusive list of examples that may constitute grounds for discharge:
 - a) Misconduct on Company property.

- b) Violation of Company rules/policies.
 - c) Possessing intoxicants, illegal drugs, and/or paraphernalia for the use of illegal drugs on Company property.
 - d) Drinking intoxicants, using illegal chugs, and/or misusing legal drugs or controlled substances on Company property.
 - e) Sale of illegal drugs or prescription drugs on Company property or while on duty whether on or off Company property; sale of illegal drugs or prescription drugs to other Company employees whether on or off Company property,
 - f) Drinking intoxicants, using illegal chugs, and/or misusing legal drugs or controlled substances off Company property and then returning to work in an impaired condition.
 - g) A verified positive test by a qualified laboratory establishing the presence in the employee's bodily system of illegal drugs, illegal controlled substances, or the presence of lawful over-the-counter or prescription drugs at a level significantly higher than the manufacturer's or doctor's recommended dosage.
 - h) Insubordination.
 - i) Material misstatement or material omission in the employee's application for employment.
 - j) The material violation of any employee rule or policy which is discovered by the employer after the employer had disciplined or discharged the employee.
 - k) Knowingly giving a material false statement or material misstatement regarding employer business to any employer executive or Manager or any assistant to the foregoing officials.
 - l) Incompetency or inefficiency.
 - m) Neglect of duty.
 - n) Unexcused absence or tardiness.
 - o) Violation of Richmond Times-Dispatch Guidelines for Professional Conduct.
 - p) Stealing.
 - q) Willful exploitation of an employee's connection with the Publisher and/or unauthorized use of press credentials.
 - r) A willful refusal to cooperate with investigations of alleged misconduct.
- (5) Upon discharge or other discipline, the employee or the Union upon request

shall receive written notice from the employer stating the reason(s) for the discharge or discipline.

Article IX
Severance

- (1) Employees dismissed to reduce the force shall be paid severance pay according to the following schedule:

1 week per year through the first nine years of
employment 2 weeks per year for ten or more years of
employment

Such pay will be computed at the employee's average straight time pay or salary during the last six (6) months of employment. The maximum of such dismissal pay shall not exceed an amount equal to 26 weeks' pay.

- (2) In the event of a reduction in force, the employee(s) and Union shall be notified at least four (4) weeks in advance, or paid four (4) weeks in lieu of notice.

Article X
Layoffs

The parties agree that in the event of a layoff, not more than two (2) representatives of the Company will meet with not more than two (2) members of the Executive Committee of the RNPA ("Union") at least two (2) days in advance of the layoff. The Company will advise the Union of:

- (a) the reason(s) for the layoff;
- (b) the employees who may be affected; and
- (c) the criteria used to determine which employees may be selected.

The Company will meet further with the Union to discuss the Company's layoff plans.

The Union agrees that it will keep the discussions and the names of any employees who are under consideration for layoff strictly confidential until the layoff is completed and the announcement is made to the newsroom by the Company.

Article XI
Recall Rights - P/T and F/T

The parties agree that in the event of a layoff, laid off employees will have the following Recall Rights:

All laid off PT and FT employees will have a right of first refusal to open positions for which they are qualified in the discretion of the Company, for a maximum of 12 months from the date of the layoff.

Article XII
Grievance and
Arbitration

- (1) A grievance is defined as a claim or allegation by an employee or the Union that the employer has violated or misinterpreted a provision of this Agreement. An employee or the Union should raise the grievance orally with a supervisor or the Human Resource Department within ten (10) days (excluding weekends and legal holidays) of the event(s) giving rise to the grievance(s). If the grievance is not thereafter resolved within ten (10) days (excluding weekends and legal holidays), then the grievance must be reduced to writing and served upon the employer within twenty-five (25) days (excluding weekends and legal holidays) of the event(s) giving rise to the grievance(s). The written grievance should state facts sufficient to indicate the nature of the grievance(s). The time limitations stated above and below shall be adhered to unless the parties agree in writing to amendments, which agreement will not be unreasonably withheld.
- (2) Within thirty (30) days (excluding weekends and legal holidays) of the employer's receipt of the written grievance, the employer and the Union agree to schedule and hold a meeting in an attempt to resolve the grievance. If the employer and the Union cannot resolve the grievance at the meeting, the Union has the right to refer the grievance to arbitration. The grievance referred to arbitration should be in writing and received by the employer within fifteen (15) days (excluding weekends and legal holidays) of the meeting between the employer and the Union referred to above. The Union will thereafter send a letter to the Federal Mediation and Conciliation Service (FMCS), copying the employer, and requesting the FMCS to send to each of the parties a panel of nine (9) arbitrators, from which the parties will select an arbitrator by alternately striking names from the list until only one name remains. Before any names are struck, either party can reject the first panel of arbitrators as submitted to the parties by the FMCS. If this happens, the Union will then notify the FMCS, copying the employer, and request a second panel of nine (9) arbitrators. The parties will thereafter alternately strike names from the second and final panel of nine (9) arbitrators until only one name remains. A coin flip will determine which party strikes first.
- (3) Merit pay determinations under Article III, renewal of this contract and reduction in force, shall not be arbitrable under this agreement.
- (4) Jurisdiction of the arbitrator shall be limited to:
 - a) The adjudication of issues that are subject to submission to the arbitrator under the terms of this Agreement, and
 - b) Interpretation of the provisions of this Agreement, which are applicable to the issue(s) presented to the arbitrator. Such jurisdiction shall not give the arbitrator authority to add to, subtract from, change or modify the provisions of this Agreement or to consider industry practice or custom.

The arbitrator may, however, consider the past practice of the parties or the common law of the parties' shop.

- c) In making an award of back pay, if any, the arbitrator shall consider evidence presented going to mitigation.
 - d) The rendition of a decision or award in writing which shall include a statement of the facts and reasons upon which such decision or award is based.
- (5) The arbitrator shall render a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties. In the absence of briefs, he shall render his decision or award within thirty (30) calendar days of the close of the hearing. The parties may agree in writing to extend the preceding time periods. Such agreement shall not be unreasonably withheld.
- (6) No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties hereto otherwise agree in writing. Such agreement shall not be unreasonably withheld. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his decision and award in writing.
- (7) The decision or award of the arbitrator within the limits herein described shall be final and binding upon the parties unless the decision or award fails to meet any of the following standards:
- a) The award must draw its essence from the Agreement;
 - b) The arbitrator's decision or award must not add to, subtract from, change or modify the provisions of the Agreement;
 - c) The arbitrator's decision or award must not dispense the arbitrator's own brand of industrial justice outside of the provisions of the Agreement.
- (8) Only grievances that involve an alleged violation or misinterpretation by the employer of a provision(s) in this Agreement shall be subject to arbitration.
- (9) All fees and expenses of the arbitration, including the cost of a transcript, shall be borne equally by the parties. Each party will bear its own legal expenses and costs incidental to witnesses.

Article XIII

PTOs and Sabbaticals

(1) PTO

1. Effective the date of signing of this agreement, Employees will transition from the current calendar year PTO system to a fiscal year, paid time off (PTO) system.

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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 PTO 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, their estate shall receive the accrued PTO/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 The Richmond Times-Dispatch and/or Lee, as detailed in the table below. The amount of PTO available will change on the employee's anniversary date.

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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, PTO,) 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.

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(2) Sabbaticals

Sabbaticals will be granted employees in the three senior wage categories with 20 years' employment in accordance with company policy when the granting of the sabbatical is considered mutually beneficial to employer and employee.

(3) Fellowships

If the fellowship period extends into a new calendar year, the employee will maintain his/her service eligibility for PTO leave minus any months of non-accrual during the fellowship period. This PTO time may be scheduled as mutually agreed between the employee and his/her immediate supervisor.

Article XIV **Individual's Right to** **Bargain**

It is understood that the individual employee has the right at any time to bargain with the employer for wages above the minimums provided in this agreement, and may

petition the managing editor to be promoted from the General News category to the Senior Wage Scale.

Article XV

Non-Discrimination

- (1) The Company is committed to providing employees with a work environment that is free of harassment or discrimination on the basis of race, color, religion, sex, sexual orientation, 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 harassed or discriminated against. Harassment or discrimination of any employee or vendor is strictly prohibited and will not be tolerated by the Company.

Article XVI

Bylines

- (1) An employee's byline shall not be used over his or her reasonable protest. It must be a decision based upon a bona fide professional dispute between the employee and an editor. Such protest must be communicated to the supervising editor; otherwise, the employee's consent to use his or her byline will be presumed.

Article XVII

Management

Rights

- (1) Except as limited, abridged, modified or restricted by this Agreement, the employer reserves and retains, solely and exclusively, all of its normal, statutory, inherent and common law rights, prerogatives and functions to manage the business, whether exercised or not.
- (2) Subject to the exceptions stated in paragraph (1) above, the sole and exclusive rights of management shall include, but are not limited to, the following:
 - a) To establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures.
 - b) To determine and, from time to time, to redetermine the methods, processes and materials to be employed.
 - c) To introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment.
 - d) To discontinue processes or operations of the Company.
 - e) To establish work and quality standards.
 - f) To maintain the efficiency of operations.

- g) To determine the number of hours per day or week that operations shall be carried on.
- h) To determine and to select the equipment to be used in the Company's operations and, from time to time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operations.
- i) To establish day and night shifts, to set the hours of work and the number of employees for such shifts, and from time to time to change the shifts and the hours and employees of the shifts.
- j) To select and hire employees.
- k) To determine qualifications, fitness and ability to perform job assignments efficiently and safely for all employees.
- l) To assign work to employees in accordance with requirements as determined by management.
- m) To set the standards of productivity, the products to be produced, and/or the services to be rendered.
- n) To determine the number of employees it will retain in its service at any time during the life of this Agreement.
- o) To make and enforce rules and policies governing the conduct of employees.
- p) To suspend, discharge or otherwise discipline employees for just cause.
- q) To issue, amend and revise policies, rules, regulations, and practices.
- r) To determine the content of all jobs and descriptions thereof, and to determine the essential functions of all jobs.

Article XVIII
No Strike No
Lockout

- (1) During the life of this Agreement, and any agreed upon extension, there shall be no strikes including sympathy, sit downs, slow downs, work stoppages, boycotts or any other acts that interfere with the employer's operations or the production, marketing, or sale of its products or services by the Union, its officers, agents and members, or by the employees.
- (2) The Union agrees that it will not authorize or ratify activities proscribed in (1) above. In the event of any activity proscribed in (1) above, the Union shall make a good faith effort to bring such proscribed activity to an end.
- (3) Subject to the requirement for just cause, any or all employees participating in any

activity proscribed in (1) above shall be subject to disciplinary action up to and including discharge.

- (4) The employer agrees that during the term of this Agreement, and any agreed upon extension, there shall be no lockouts.

Article XIX
Health Insurance and Other Benefits

- (1) The Company shall have the right to establish, replace, administer, amend, and/or change, including the right to determine premium sharing by the employees, all fringe benefits including but not limited to health insurance, dental care, vision care, pension plans, short- term disability and long-term disability.
- (2) Lee Enterprises, Inc., d/b/a the Richmond Times-Dispatch (the employer) believes it is critically important for the employer to deliver a comprehensive benefits package to the employees under this Agreement, including health care benefits. The employer believes that its benefits, including health care coverage, are competitive both in Richmond and across the industry, and the employer intends to maintain these competitive and flexible benefits. It is simply good business to do so; maintaining solid benefits is key to attracting and retaining well-qualified employees. In particular, neither the Times- Dispatch nor the Company has any plans or intention to require employees to "outsource" health care coverage.
- (3) Phone reimbursement: Employees shall be eligible to receive \$30.00 per month in phone reimbursement with proper documentation and management approval.

Article XX
Dues Check off

1. Upon voluntary individual authorization in writing, The Publisher will deduct from the employee's pay and pay over to the Guild not later than the fifteenth day of each month membership dues levied by the Guild for the current month. Such membership dues shall be deducted from the employee's earnings in accordance with a schedule furnished to the Publisher by the Guild.
2. The individual voluntary written authorization provided for herein shall be valid for the term of the Agreement unless revoked by email or other written notice from the employee to the Publisher and the Guild by certified mail during the fourteen (14) days following each anniversary of the signing of this Agreement and upon expiration of this Agreement. Otherwise, the authorization shall be automatically renewed and irrevocable.
3. The Guild agrees that the final paragraph of the individual authorization for check off of dues shall read as follows: "I agree to indemnify and save the Publisher harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Publisher in compliance with the terms of this authorization." In addition, the Guild agrees to indemnify the Publisher for any claims made in connection with dues and fees collected consistent with the Guild's certification or in connection with membership, dues and fees information provided by the Guild to unit employees.

Article XXI
Information

1. Monthly, the publisher shall provide to the Guild and the Unit Chair the following information:
 - a) All pay increases granted by name of employee, individual amount, resulting new salary, and effective date.
 - b) Step-up increases paid by name of the employee, individual amount, resulting new salary, and effective date.
 - c) Changes In classification, any salary changes by reason thereof, and effective date.
 - d) New hires, including name, title/classification, date of hire, date of birth, gender(identity), race, salary.

 - e) Resignations, retirements, deaths and any other revisions in the data listed in this Article and effective dates.

Article XXII
Life of the
Agreement

- (1) The agreement shall be in effect from November 4, 2022, to midnight, November 3, 2024 in all respects.
- (2) Within a period of ninety (90) days prior to the termination of this agreement, the employer and the Union may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

For Richmond Times-Dispatch

For Washington-Baltimore News Guild

Astrid Garcia
Lee Vice President
Human Resources and Legal

Paul Reilly, Local Representative

Eric Kolenich, Unit Chair

Side letter: Transfer of Design/Copy Editing Work

Upon forty-five days (45) days' notice to the Union the Company will transfer design and some copy editing work from the Richmond Times-Dispatch to one or more Lee Enterprises design

hubs. No more than six (6) employees will be affected by the transfer of work to the Lee Enterprises design hubs. Affected employees will receive severance in accordance with the Layoffs and Severance sections of this CBA. Should the Company in the future decide to return design and some copy editing work back to its Richmond facility, this work will be performed by newsroom bargaining unit employees. For those six (6) employees who are separated as a result of the transfer of design work, they will receive an additional six (6) weeks of severance pay in addition to the severance provided for in the CBA.

The language in this section is not intended to change the scope of the bargaining unit, nor is the language intended to preclude the union from asserting that the individuals to whom the work has been assigned, reassigned, or transferred should be in the bargaining unit. Any dispute between the parties as to the unit placement of individuals to whom work has been assigned, reassigned or transferred shall be determined by the NLRB.