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PREAMBLE

This contract and agreement is made effective May 1, 2024 by and between The Roanoke Times, hereinafter known as the "Employer," "the Publisher," , or "the Company," and the Washington-Baltimore News Guild-CWA, Local 32035, of The NewsGuild-CWA, AFL-CIO-CLC, hereinafter known as "the Guild" or "the Union," for itself and on behalf of all of The Roanoke Times Newsroom Department employees, except for those exempted under Article I, Coverage and Jurisdiction.

ARTICLE 1 COVERAGE AND JURISDICTION

1. This Contract covers all full-time and regular part-time newsroom employees at The Roanoke Times but excluding all other employees, interns, seasonal employees, temporary employees, managerial employees, office clerical employees, confidential employees, guards, and supervisors as defined by the Act.

2. Job titles included in the bargaining unit on the date of execution of the Agreement include:

- Columnist
- Copy Editor/Page Coordinator
- Editorial Assistant
- Newsroom Administrator
- Night Editor
- Online Editor
- Paginator
- Photographer
- Reporter
- Senior Reporter
- Sports Editorial Assistant.

All positions are FLSA non-exempt except for the Columnist.

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. No stringer(s) shall be contracted for the purpose of laying off a newsroom staff employee. No stringer(s) shall be contracted to perform a majority of the

work previously performed by a full-time employee who is laid off. The News Department manager and supervisors may create and publish content and perform bargaining unit functions as needed. The Employer may use wire services or other outside providers to obtain world, national, regional or otherwise relevant content.

ARTICLE 2 – UNION SHOP/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. The Publisher agrees not to discriminate against any employee because of their activity as a member of the Union.
3. The Publisher agrees to provide bulletin board suitably placed in the Roanoke 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. At the Employer's discretion the bargaining unit may be allowed to use a conference room within the Employer's facilities for officer elections, contract ratification or other special meetings. Such requests must be presented to the Employer no less than ten (10) calendar days prior to the event.
5. Four (4) 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: Roanoke Times

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.

Employee's signature

Date signed

ARTICLE 4 EMPLOYEE INFORMATION

1. Annual Employee Information

The publisher shall furnish the Guild annually the following information in connection with employees represented by the Guild:

- A. name
- B. date of hire
- C. job title
- D. rate of pay
- E. work location
- F. date of birth
- G. ethnic group, if identified

- H. gender or gender identity, if identified
- I. home address

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 send email notices to all bargaining unit employees of vacancies or new positions it intends to fill and allow employees a minimum of seven calendar days to apply before considering outside candidates. The email notice shall include instructions on how employees can apply for a position and when the seven-day period will begin and end. After the seven-day posting period, job openings shall be posted within three days on journalismjobs.com and at least three sites targeting underrepresented groups, unless the Publisher intends to fill the job internally.

2. When a position is not filled internally, the Publisher shall interview at least one applicant member of traditionally underrepresented groups who 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 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 their 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 their need for an accommodation.

4. After a new part-time or full-time employee completes a satisfactory ninety (90) calendar day trial 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 trial 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.

5. If, in the opinion of the Publisher, the employee has proven their 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 their performance that, if not corrected, could result in their discharge prior to or on the expiration of their probationary period and shall notify the employee of a request for a probationary-period extension prior to the original expiration date.

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.
2. At least two (2) weeks prior to the intended layoff date the Employer shall notify the Guild and employees in writing of the intent to dismiss employees to reduce the force, stating the number, classifications and department of jobs affected. At that time, the Employer will inform the Guild of skips they will take if there are no volunteers and Employer has to proceed to a layoff. During the two weeks of that notice period any employee in a classification within the affected department may resign voluntarily, and such volunteers shall be accepted in order of seniority, provided the total of such resignations shall not exceed the number of jobs affected in a given classification within that department. Dismissals, to the extent required after any such resignations, shall be made in inverse order of seniority within each classification within the affected department except as hereinafter provided, and only after the completion of the volunteer process. Such dismissals shall be made effective two weeks after the date of the notice provided for in this Section 2 above. Employees dismissed hereunder, at their option, must be allowed to work through the notice period. The employee shall be paid for such period regardless of whether they work during the notice period.

If no employee volunteers for the layoff, the employee with the least seniority within the affected job classification will be the first laid off from that job except that for the length of the Contract the publisher may also exempt up to two (2) employee in job classification II and up to three (3) employees in job classification III from the layoff.

Employees volunteering and accepted by the Company for layoff shall receive the same layoff benefits per Section 8 of this Article as if involuntarily laid off.

3. For purposes of this Article, job classifications shall be the following:
 - I. Photographer
 - II. Copy Editor/Designer, Page Coordinator, Paginator, Night Editor
 - III. Senior Reporter, Reporter, Columnist
 - IV. Online Editor
 - V. Sports/Editorial Assistant, Newsroom Administrator
4. Except for employees who volunteer for a layoff, laid off employees shall be placed on the recall list for 12 (twelve) months. Recalls shall be by seniority.
5. 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.
6. 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 year.
7. Employees terminated because of layoff shall receive one (1) week severance pay for each year of service, or fraction thereof, with a minimum of four (4) weeks and up to a maximum of twenty-six (26) weeks' severance. Part-time employees will receive severance calculated on the same formula based on their standard hours worked. Employees who receive severance payments under any section of this Agreement shall be required to sign a release of all claims against the Employer.
8. The Publisher has the right to offer buyouts. The Publisher may enter into individual discussions with employee(s) but first shall notify the Guild, prior to offering monetary payments or other incentives, at its discretion, in exchange for an employee's voluntary termination of employment. If the Company offers a buyout to a group of employees, the Company shall first notify the Union of the terms. In any buyout initiated by the Company the Company shall determine which, if any, volunteers to accept. The Company shall offer as one option an amount at least equal to the value of severance as provided in Section 8 of this Article, to be paid to each employee who accepts the buyout offer and voluntarily resigns. Alternatively, an employee may initiate buyout discussions with the Company. When an employee initiates such an offer, the buyout amount may be any sum agreeable to the employee and the Company.
9. Medical, dental and vision insurance will end the last day of the month employee in which the employee terminates or 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. Warnings and suspensions are null and void after 21 months and won't be used as basis for further disciplinary action.

3. Before any meeting that might result in discipline, or is for the purpose of imposing discipline, the Employer shall notify the employee of their right to have a union representative present (in person or electronically) 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 HR.

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 fifteen (15) 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 each from the Guild and 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 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 request. In addition to the grievant(s), 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, then 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 work, that the supervisor has been given proper notification, either via phone call or in writing, of the steward's need to conduct Union Representation work. 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

1. 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.

ARTICLE 10- HARASSMENT-FREE WORKPLACE

Harassment

Lee Enterprises is committed to a work environment that promotes equal employment opportunities and is free from discrimination and harassment. Discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic information, age, disability, marital status, national origin, veteran status or any other characteristic protected by law is unacceptable and will not be tolerated. Harassment based on race, color, religion, sex, sexual orientation, gender identity, genetic information, age, disability, marital status, national origin, veteran status or any other characteristic protected by law constitutes discrimination and is also prohibited by this policy.

Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of any of the above characteristics and that: (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; or (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely impacts an individual's employment opportunities.

Harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Lee Enterprises such as an outside vendor, consultant or customer.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events. Conduct prohibited by this policy may also occur through the use of electronic communications and social media, such as e-mail, personal websites, online chat services, blogs, Facebook, Twitter, Myspace, YouTube, and LinkedIn.

Lee Enterprises encourages reporting of all perceived incidents of harassment or discrimination, regardless of the offender's identity or position. Any employee who believes that he or she is being harassed or discriminated against must promptly take the following steps:

Politely, but firmly, confront the offender, explain that the behavior is unwelcome and request that it stop. If you prefer not to address the offender directly, you should proceed to the step outlined below.

If the offensive behavior continues or if you are uncomfortable talking to the person directly:

Talk to your supervisor, department manager, human resources representative, local operating executive or operating vice president. If you are uncomfortable with speaking to someone at your location, you may call the Lee Open Door Line at 1-877-LEE-4YOU (1-877-533-4968) to request assistance.

If you believe that inadequate action is being taken to resolve the complaint after a reasonable length of time, you should discuss the problem with the Vice President of Human Resources (1-563-383-2141).

All complaints will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Employees are expected to cooperate fully in any such investigation. A refusal of an employee to cooperate in an investigation shall result in disciplinary action, up to and including termination.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to

disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, suspension or termination as Lee Enterprises believes appropriate under the circumstances.

Questions regarding specific situations or this policy should be directed to your supervisor or the Director of Human Resources.

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 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 but not fewer than 40 hours.
3. The Publisher shall compensate employees for overtime at the rate of time and one-half of the employee's regular hourly rate, or with time off in the same pay week, with management approval. 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, they shall discuss with their supervisor how news department management would like to handle the situation. Except as noted in Sec. 4 below, Employees shall secure 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 toward any overtime calculations but does count toward compensation, per the example below.

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.)

4. 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 their manager as soon as possible. Employees shall not abuse the right to work overtime without prior approval. Paid time off will not count towards any overtime calculations but does count toward compensation, per the example above.

5. 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. 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.

6. A full-time non-exempt employee who is called in to work on their scheduled day off shall be compensated at a rate of time and one-half of straight time for all hours worked, but no less than two (2) hours at the overtime rate.

7. Non-exempt 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 day's 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 week to avoid overtime.

8. 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.

9. Employees shall be notified of their work schedules (including shift hours for the copy desk) at least four (4) weeks in advance. (The parties agree that individuals working a set schedule don't need to be "notified" of their schedule, but shall be given at least four (4) weeks notice if there is a change). Management may change schedules with seven (7) days' notice or with less notice if by mutual agreement with the affected employee or if an operational emergency situation exists. Management may consider last minute requests for time off once a schedule is provided. 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. The practice and procedure for rotating weekend reporter and morning 'cops' reporter shifts shall continue. The current practice and procedure of the supervisors consulting with reporters on sports assignments in order to adjust days off to cover events shall continue.

10. Copy/Design Desk. If an employee leaves the paper for any reason, employees working weekends shall be given the option of changing schedules, in order of seniority.

11. On Call. Employees shall not be required to be 'on call' on a scheduled day off.

ARTICLE 12 – HOLIDAYS

1. Full-time employees and part-time employees working 20 or more standard hours per week, are eligible for seven recognized Company paid holidays each year:

New Year's Day	January 1
Martin Luther King	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Holidays falling Monday through Friday will be observed on the actual holiday. For staff who work a Monday through Friday schedule, holidays falling on Saturday will be observed Friday and holidays falling on Sunday will be observed the following Monday.

2. Hourly employees who work on either the actual holiday or on the observed day (but not both) are paid time and one half their regular hourly rate for all hours worked. Additionally, all eligible employees who work on either the holiday or the observed day (but not both) will receive holiday paid time off on another day scheduled with their supervisor's prior approval. All holiday paid time off is to be taken within 45 days of the recognized holiday. Holiday paid time off is equal to your scheduled hours on the holiday. Holidays do not count toward hours worked for purposes of calculating overtime pay.

3. Full-time and part-time employees working 20 or more standard hours per week who work five days during a holiday week, but not the holiday shall receive one day paid time off to be scheduled with their supervisor's prior approval and taken within 45 days of the recognized holiday.

4. Holiday pay benefits have no cash value and will be forfeited if not used within 45 days after the holiday. Local management has the discretion to recognize additional holidays.

5. Religious holidays: By agreement with their supervisor, an employee may select any two (2) religious holidays to substitute for any of the two (2) holidays listed above.

Such selection shall be arranged with the supervisor not less than two (2) weeks before the religious holidays chosen.

6. If Lee adds a new holiday the Roanoke Guild unit will receive the holiday.

ARTICLE – 13 VACATION/PTO

1. 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.

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.
2. 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	

3. 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.
4. 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.
5. 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.
6. PTO time will be adjusted on a pro-rated basis following mid-year status changes (FT to PT20, etc.).
7. 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.

8. Upon termination of employment, an employee will be paid for earned but unused PTO hours.
9. Employees are not able to carry over unused PTO into a subsequent fiscal year.
10. PTO pay will be calculated at an employee's current base rate of pay.
11. 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.
12. 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.
13. 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.

ARTICLE 14 – PARENTAL LEAVE

- (a) In order to give parents flexibility and time to bond with their new child, full time employees will receive four weeks of paid leave for the birth of a new child or adoption.
- (b) Full-time employees are eligible for paid parental leave benefit the first of the month following six (6) months of service.
- (c) In order to qualify for paid Parental Leave the employee must meet one of the following criteria:
 1. Have given birth to a child; or
 2. Be the biological parent, or parent as defined by FMLA, to a newborn; or
 3. Have adopted a child who is seventeen (17) years of age or younger (this does not include adoption of a stepchild by a stepparent).
- (d) Parental Leave must be taken within one (1) year following the birth or adoption of a child. This benefit may be used in addition to any paid time taken using PTO or

short-term disability benefits, if applicable. If the employee is eligible for Family Medical Leave Act (FMLA) leave, paid Parental Leave may be used to supplement unpaid leave while on FMLA leave. Parental Leave may also be used outside of, or in addition to, leave taken under FMLA.

- (e) Benefits will remain the same while the employee is on Parental Leave. Any unused Parental Leave may not be cashed out.
- (f) Eligible employees shall notify their supervisor, in writing, of the need for Parental Leave as soon as possible in advance of the Leave date.

ARTICLE 15 – SICK LEAVE, BEREAVMENT LEAVE, LEAVES OF ABSENCE, JURY DUTY, FAMILY MEDICAL LEAVE ACT

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. **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 they are a defendant in an action that is job-related.
13. **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.

14. Bereavement Leave -Full time Employees shall be allowed five (5) 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.

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.

Part time employees receive no bereavement benefits. However, if during the term of this agreement, the Company offers certain non-union part-time employees pro-rated bereavement benefits then this benefit will be offered to certain Union covered part-time employees on the same basis.

Any exception to the above policy regarding paid length of leave or familial relationship may be granted with the approval of the supervisor.

15. 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. The Company requires the use of paid time off, if such leave does not qualify as paid under the short term disability policy, while taking FMLA leave. 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 birth of the employees son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employees 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.

16. **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 principal 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.

17. **Returning from Approved Leave**: An employee returning from an approved leave of absence shall be returned to the same or equivalent position in their department and shall be entitled to their same pay plus any across-the-board increases given during their leave.

18 **Union Leave**: Upon request, and after management approval, unpaid leaves of absence may be granted to delegates elected to The NewsGuild, CWA or AFL-CIO conventions or trainings, both national and local; to delegates elected to special meetings called by The NewsGuild; and to employees elected or appointed to local or national Guild, CWA or AFL-CIO office or position. The number of employees allowed on a union leave shall be limited to one at a time. Requests for such leaves must be made at least thirty (30) days in advance. Management approval shall not be unreasonably denied.

19. **Personal Leave** Employees who have completed at least eighteen (18) months of service may be eligible for a personal leave of absence if their requested leave is

ineligible for FMLA. 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 their manager by Human Resources. If granted, a personal leave of absence will be unpaid and shall generally not exceed three months.

20. Organ/Bone Marrow Donor Leave 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

Leave for the purpose of donating bone marrow or an organ will run concurrently with FMLA.

21. Volunteer Leave Full time and part time employees who work 20 or more hours each week are eligible two (2) days of paid time off per fiscal year for volunteer work within the community (a minimum of two (2) hours per requested leave). 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. Leave requests should be made at least two (2) weeks in advance and include specific information about the activity. Volunteer activity shall not violate the Ethics Policy (Appendix A) or Political Activity Policy (Appendix C).

ARTICLE 16 - HEALTH & WELFARE, VISION, DENTAL, PRESCRIPTION

1. The Publisher shall continue to offer insurance coverage in effect at the signing of this 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 Accounts (Section 125 Plan) to eligible employees covered by this 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 the plans and plan designs, including co-pays, deductibles, out of pocket maximums, rate and coverage as necessary. Unit employees shall pay no more than the amounts paid by non-union employees of the Communication of changes will be made prior to the annual open enrollment period.

4. For Dental and Vision, unit employees shall pay no more than the amounts paid by non-union employees of the Publisher.

5. The intent of this Article is that full time and part time union represented employees will participate under the same terms and conditions as all eligible non-represented employees.

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 and General Wage Provisions

1. Effective May 1, 2024, Employees shall be compensated at not less than the following minimum rates at the rate based on the employee's length of service with the Company. Their pay shall be increased accordingly, if applicable.

Step	May 1, 2024	
	Annual	Hourly
Step 1 to Start	\$42,000	\$20.19
Step 2 after 2 years	\$44,000	\$21.15
Step 3 After 6 years	\$46,000	\$22.12
Step 4 After 14 years	\$48,000	\$23.08
Step 5 After 24 years	\$50,000	\$24.04

2. Employees shall progress up the pay scale on the anniversary of their date of hire.

3. Employees who did not receive and increase per section one above, shall receive a three percent (3%) increase May 1, 2024.

4. Effective May 1, 2025, employees who have not received a step increase since May 1, 2024, shall receive a pay increase of three percent (3%).

5. Employees hired after May 1, 2024 may be hired at any step in section one above, but the Company shall give consideration of previous experience in determining the appropriate step.

6. The wage rates established herein are minimums only. Nothing herein shall prevent the Company, in its discretion, from paying new or current employees above the minimums, nor shall it be construed to alter or modify the right of employees to bargain for individual pay increases on their own behalf. At the Company's discretion, individual merit may be recognized by increases above the minimum.

7. An employee assigned to fill in for a supervisor will receive a pay differential of \$11.00 per day for the length of the supervisor's absence.

Ex: Employee's regular rate of pay is \$20.00/hr.

Daily pay = $\$20 \times 8 = \$160 + \$11.00 = \171.00 for the day filling in as a supervisor.

5. The job content of job titles listed in this Article shall not be altered except by mutual agreement of the parties on a new job title and applicable minimum salary. Should the Publisher create a new job, the Publisher shall furnish the Union with the proposed job description and the parties shall negotiate an appropriate minimum rate of pay. If the parties fail to reach agreement, after a reasonable amount of time negotiating, management shall determine the rate.

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. Consistent with the ACA, part-time employees who average thirty (30) or more paid hours per week during a fiscal year will be treated as full-time employees and entitled to health insurance on the same basis as full-time employees for the succeeding calendar year.

2. A newsroom temporary employee is one employed on a special project for a period of no more than six (6) months, without Guild approval, 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. The publisher shall notify the Guild in writing within thirty (30) days of the hiring of a temporary employee. Temporary employees shall not be covered by any benefits in this Agreement. If a temporary is hired under a specific grant, the terms of the grant shall be controlling and negotiated with the Guild. (For example, any employee hired under The Secular

Society Investigative Fellow at The Roanoke Times program, shall be governed by the TSS-FIR Memorandum of Understanding signed by the Guild and the Publisher July 17, 2020). A temporary employee who is hired for a permanent position with less than a sixty (60) day break in service shall have their date of hire the date they started the temporary position.

3. Part-time employees will be paid per Article 18, the Wages. Except as noted in Section 2 of this Article, temporary employees will be paid at a rate determined by Management.

4. Part-time employees shall receive benefits in accordance with Company policy and applicable law. Effective January 1, 2021 eligible part-time employees will be provided benefits on the same basis as eligible Lee non-union part time employees.

- Full-Time employees working 40 hours per week are eligible for company benefits.
- Part-Time employees working between 30-39 hours per week -6 hours are eligible for company benefits.
- Part-Time employees working between 20-29 hours per week -4 hours are eligible for a modified benefits package. This does not include health insurance.
- Part-time employees working less than 20 hours per week are not eligible.

5. Part-time employees will be given first consideration ahead of outside applicants to fill full-time vacancies within the part-time employee's job title.

6. Interns are defined as students currently enrolled in a college or high school program or who just graduated from college. Interns may be hired and work up to twenty-six (26) weeks 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 the state minimum wage or per the parameters of the student's institutional grant. Interns shall not be exclusively used as clerks.

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. The Employer shall pay all legitimate approved business-related expenses incurred by an employee in the service of the Employer. When an employee uses a personal auto on approved Company business, the Company will reimburse employees at 36 cents per mile.
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 or near its facilities for the Roanoke Times employees for the duration of the contract for those employees that frequent the office. Other employees shall be reimbursed for parking expenses when they report to an office at up to \$10 a day.
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 January 1, 2022 shall receive \$30 per month for the duration of this contract. This section is subject to the Company's Cellular Device Policy both at issuance of new phone and departure from the Company.
7. Employees shall be allowed to work remotely either on an ad hoc or regular basis at the discretion of management.

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 their sources, in connection with the newsgathering processes of their 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. New Employees will continue in assigned training until management believes they are competent to perform their work. The Labor Management Committee shall create an onboarding checklist to ensure the necessary training is completed, as described in the LMC Article.

2. The Publisher may at its discretion provide paid time off for training opportunities to bargaining unit employees. The publisher agrees to consider providing stipends to defray the costs of such training. 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.

3. The employee's direct supervisor shall meet with employees annually to discuss job performance and goals and may 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 their 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.

4. 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

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 – 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 redetermining 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; establishing and changing hours and shifts; determining, changing or discontinuing equipment used in the Employer's operation; establishing and changing work and quality standards, rules of work, and practices and procedures for the conduct of the business; establishing and changing work schedules and assignments; transfer or subcontract work; 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; suspending or discharging employees for cause; conducting job studies; otherwise taking such measures 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.

The publisher will provide the Guild with advance notice of any new policy or material change to any existing policy affecting bargaining unit employees.

ARTICLE 25- MISCELLANEOUS

1. **Bylines:** An employee's byline on a specific story shall not be used over their protest. Once a byline is withheld it can only be restored with management's approval.

2. **Corrections:** If a question arises as to the accuracy of a 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 the Lee handbook to the Guild and shall bargain over any substantive changes to the BHMG Handbook, if so 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(s) and the Collective Bargaining Agreement (CBA), the CBA shall be controlling.

4. **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 their supervisor 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.

5. Professional Integrity: In order to maintain professional integrity and the integrity of The Roanoke Times, and so employees can objectively report the news, the Publisher shall ensure there is no influence on journalists 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.

6. Closure: In the event of the closure of The Roanoke Times or cessation of its digital and/or print product, the Employer shall maintain – or cause to be maintained by a third party – the newspaper's entire archives, including articles, photographs, negatives and books, for the use and consumption of readers and former employees.

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

8. Moving expenses: For Newly hired employees relocating (fifty miles or more from home to new home) to take a position with the publisher, the Publisher will reimburse the employee up to \$1,000 for reasonable relocation expenses. The publisher may increase the relocation assistance at its sole discretion. Employees who voluntarily leave employment or who are discharged for cause before two years shall be required to repay the relocation reimbursement.

9. Transfers: No employee can be transferred by the Publisher to another city without the employee's consent. For any employee who consents to such transfer involving relocation (fifty miles or more from home to new home), the Publisher will reimburse the employee up to \$750 for reasonable relocation expenses. The publisher may increase the relocation assistance at its sole discretion. Employees who voluntarily leave employment or who are discharged for cause before two years shall be required to repay the relocation reimbursement

There shall be no reduction in salary or impairment of other benefits as a result of such transfer, unless the employee voluntarily accepts a transfer from a full-time to a part-time position resulting in fewer hours worked or to a job title with a lower rate of pay. An employee shall not be penalized for refusing to accept a transfer. Layoffs shall not be considered a penalty, but if an employee is laid off under this provision they shall receive the same notice as per the Layoff and Recall provisions of this Agreement.

10. 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.

11. Should THE PUBLISHER decide to adopt new generative artificial technology (AI) that may result in a layoff of bargaining unit employees it will provide the Guild at least

thirty (30) calendar days' notice, and engage in good faith effects bargaining (including consideration of any Guild proposals that contain alternatives to a layoff) upon request during the 30-day period, which may be extended by mutual agreement. If no agreement is reached within the 30-day or extended period, THE PUBLISHER may implement its final proposal without further bargaining.

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 all of the clauses contained herein to any prospective purchaser, transferee, lessee or assignee.

ARTICLE 27 - 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 28- SEVARABILITY

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.

ARTICLE 29 – DURATION AND RENEWAL

1. This Agreement shall commence May 1, 2024 and expire, April 30, 2026.
2. Within ninety (90) 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 until otherwise lawfully modified through impasse and implementation.

For Roanoke Times

Astrid Garcia

Astrid Garcia
Lee Vice President
Human Resources and Legal

For Washington-Baltimore News Guild

Paul Reilly 5/15/24
Paul Reilly, WBNG Chief Bargainer

APPENDIX A – ETHICS POLICY

APPENDIX A – ETHICS POLICY

Code of Business Conduct and Ethics

Introduction

This Code of Business Conduct and Ethics covers a wide range of business practices and procedures. It sets out basic principles to guide all employees of the Company. It is supplemented by our Corporate Policies, Guidelines and Procedures, which, collectively, provide a framework for prudent decision making. All of our employees must conduct themselves in accordance with this Code and seek to avoid even the appearance of improper behavior. In this respect, the company's tradition is that we will engage in no business or political arrangement that would be embarrassing to us if it were published on the front page of the local paper. An Enterprise can create a more restrictive policy if the enterprise head believes such a policy would enhance the spirit and intent of this policy.

This Code also should be provided to and followed by the company's agents and representatives, including consultants.

If a law conflicts with a policy in this Code, you must comply with the law; however, if a local custom or policy conflicts with this Code, you must comply with the Code. If you have any questions about these conflicts, you should ask your supervisor how to handle the situation. Employees who violate the standards in this Code will be subject to disciplinary action. If you are in a situation that you believe may violate or lead to a violation of this Code, follow the guidelines described in this Code.

Competition and Fair Dealing

We seek to outperform our competition fairly and honestly. We seek competitive advantages through superior performance, never through unethical or illegal business practices. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies is prohibited. Each employee should endeavor to respect the rights of and deal fairly with the company's customers, suppliers, competitors and employees. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair dealing practice. To maintain the company's valuable reputation, compliance with our quality processes and safety requirements is essential. In the context of ethics, quality requires that our products and services be designed and produced to meet our obligations to customers. All inspection and testing documents must be handled in accordance with all applicable regulations. The purpose of business entertainment and gifts in a commercial setting is to create good will and sound working relationships. No gift or entertainment should ever be offered, given, or provided by any company employee, directly or indirectly through a family member of an employee or agent unless it: (1) is not a cash gift, (2) is consistent with customary business practices, (3) is not excessive in value, (4) cannot be construed as a bribe or payoff and (5) does not violate any laws or regulations. Please discuss with your supervisor any gifts or

proposed gifts that you are not certain are appropriate. Any gift given or received that is valued in excess of \$100 must be reported to the Vice President of Human Resources.

Compliance with Laws, Rules and Regulations

Obeying the law, both in letter and in spirit, is the foundation on which this company's ethical standards are built. All employees must respect and obey the laws of the cities, states and countries in which we operate. Although not all employees are expected to know the details of these laws, it is important to know enough to determine when to seek advice from supervisors, managers or other appropriate personnel. The company holds information and training sessions to promote compliance with laws, rules and regulations, including insider trading laws.

Confidentiality

Employees must maintain the confidentiality of confidential information entrusted to them by the company or its customers, except when disclosure is authorized by the company's General or Corporate Counsel or required by laws or regulations. Confidential information includes all nonpublic information that might be of use to competitors, or harmful to the company or its customers, if disclosed. It also includes information that suppliers and customers have entrusted to us. The obligation to preserve confidential information continues even after employment ends.

Conflicts of Interest

A "conflict of interest" exists when a person's private interest interferes in any way with the interests of the company. A conflict situation can arise when an employee, officer or director takes actions or has interests that may make it difficult to perform company work objectively and effectively. Conflicts of interest also may arise when an employee, officer or director, or family member, receives personal benefits from third parties as a result of their position in the company. For example, loans or guarantees of obligations of loans to employees and their family members may create conflicts of interest.

It is almost always a conflict of interest for a company employee to work simultaneously for a competitor, customer or supplier. You are not allowed to work for a competitor as a consultant or board member. Any employee who wishes to perform consulting services of any kind must inform and obtain prior approval from their publisher and respective operating vice-president. In no event may an employee perform consulting services for a competitor. Additionally, outside consulting is viewed as a conflict of interest for salaried employees who are expected to devote their professional efforts solely to the company. The best policy is to avoid any direct or indirect business connection with our customers, suppliers or competitors, except on our behalf. Acceptance of gifts in a business relationship can also result in a conflict of interest. No gift or entertainment should ever be accepted by any company employee, directly or indirectly through a family member or agent unless it: (1) is not a cash gift, (2) is consistent with customary business practices, (3) is not excessive in value, (4) cannot be

construed as a bribe or payoff and (5) does not violate any laws or regulations. Please discuss with your supervisor any gifts or proposed gifts that you are not certain are appropriate. Any gift given or received that is valued in excess of \$100 must be reported to the Vice President of Human Resources. Conflicts of interest are prohibited as a matter of company policy, except under guidelines approved by the Board of Directors. Conflicts of interest may not always be clearcut, so if you have a question, you should consult with higher levels of management or the company's corporate attorneys or Human Resources. Any employee, officer or director who becomes aware of a conflict or potential conflict should bring it to the attention of a supervisor, manager or other appropriate personnel or consult the procedures described in Section 11 of this Code.

Corporate Opportunities

Employees, officers and directors are prohibited from taking personal gain through the use of corporate property, information or position without the consent of the Board of Directors. No employee may use corporate property, information or position for improper personal gain, and no employee may compete with the company, directly or indirectly. Employees, officers and directors owe a duty to the company to advance its legitimate interests when the opportunity to do so arises. 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 proprietary technology, and business information of the Company's such as selling and pricing information and procedures, product cost information, credit policies, price books, customer lists, discount schedules, business and marketing plans, surveys and research data purchased or developed by the Company and internal financial statements.

Insider Trading

Employees who have access to confidential information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business. All nonpublic information about the company should be considered confidential information. To use nonpublic information for personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also illegal. If you have any questions, please consult the company's General Counsel.

Payments to Government Personnel

The U.S. Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country. In addition, the U.S. government has a number of laws and regulations regarding business gratuities that may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate company policy but could also be a criminal offense. State

and local governments, as well as foreign governments, may have similar rules. The company's Corporate Counsel can provide guidance to you in this area.

Protection and Proper Use of Company Assets

All employees should protect the company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the company's profitability. Any suspected incident of fraud or theft should be immediately reported for investigation. Company equipment should not be used for noncompany business, though incidental personal use is permitted. The obligation of employees to protect the company's assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks and copyrights, as well as business, marketing and distribution plans, engineering ideas, designs, databases, records, salary information and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate company policy. It also could be illegal and result in civil or even criminal penalties.

Record Keeping

Honest and accurate recording and reporting of information is required of all employees. Records should always be retained or destroyed according to the company's record retention policies. In accordance with those policies, in the event of litigation or governmental investigation please immediately consult the company's Vice President Human Resources and Legal, Astrid J. Garcia, as set forth in the company's legal policy. Maintain all records related to the matter until after consultation with corporate legal counsel and your operating vice president. All of the company's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect the company's transactions and must conform both to applicable legal requirements and to the company's system of internal controls. Unrecorded or "off the books" funds or assets should not be maintained unless permitted by applicable law or regulation and approved by the company's CFO and Audit Committee. Business records and communications often become public, and we should avoid exaggeration, derogatory remarks, guesswork, or inappropriate characterizations of people and companies that can be misunderstood. This applies equally to email, internal memos and formal reports.

Reporting any Illegal or Unethical Behavior

We all must work to ensure prompt and consistent action against violations of this Code. In some situations, however, it is difficult to know right from wrong. Since we cannot anticipate every situation that will arise, it is important that we have a way to approach a new question or problem. These are the steps to keep in mind: Make sure you have all the facts. In order to reach the right solutions, we must be as fully informed as possible. Ask yourself: What specifically am I being asked to do? Does it seem unethical or improper? This will enable you to focus on the specific question you are faced with, and the alternatives you have. Use your judgment and common sense; if something seems unethical or improper, it probably is. Discuss

the problem with your supervisor. This is the basic guidance for all situations. In many cases, your supervisor will be more knowledgeable about the issue and will appreciate being brought into the decision making process. Remember that it is your supervisor's responsibility to help solve problems. Seek help from Company resources. In the rare case where it may not be appropriate to discuss an issue with your supervisor, or where you do not feel comfortable approaching your supervisor with your question, discuss it with your General Manager or Human Resources manager. If that alternative also is not appropriate, call 1877LEE4YOU, the company's Open Door Line. If you prefer to write or call directly, you may address your concerns to our VP of Human Resources or our independent General Counsel's office listed below or to any other officer of the company listed in the Lee Corporate Directory:

Astrid Garcia
Vice President – Human Resources & Legal
Lee Enterprises, Incorporated
4600 E 53rd St.
Davenport, IA 52807
(563) 3832100

C. Dana Waterman, III
General Counsel
Lane & Waterman LLP
220 N Main St., Suite 600
Davenport, IA 528011987
(563) 3243246

You may report ethical violations in confidence and without fear of retaliation. The company does not permit retaliation of any kind against employees for good faith reports of ethical violations.

Statements to the Public

No public statements may be made as a representative of the company without prior authorization from the President and Chief Executive Officer; Vice President, Chief Financial Officer and Treasurer; or Director of Communications.

Any employee who wishes to speak at a public event or submit an article for a publication in a trade magazine or other publication must obtain prior approval from their publisher and respective operating vice president. While we recognize and support your right to engage in legal activities while you are not working, we also must be careful to (1) avoid the employee's position being mistaken for the position of the company, (2) avoid an interpretation that the company in any way endorses the employee's position, and (3) avoid a violation of any other policies of the company, including those related to conflict of interest and confidentiality of company property and information. Waivers of the Code of Business Conduct and Ethics

Any waiver of this Code for executive officers or directors may be made only by the Board or a Board committee and will be promptly disclosed as required by law or New York Stock Exchange rules.

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 Roanoke Times
- Employees must identify themselves as staff members of the Roanoke Times 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 Roanoke Times must reveal or disclose that you are an employee of the Times.
- 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 Roanoke Times.
 - Remain professional in your communications with others on social media when you are identified as a Roanoke Times employee.
 - Do not post comments online that show bias regarding issues or subjects covered by the Times. 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 Roanoke Times recognizes that all staff members enjoy free speech and other basic rights. The Roanoke Times 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 Roanoke Times 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 Roanoke Times 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 Roanoke Times (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

APPENDIXE 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.

