

# **CONTRACT**

**The Denver Post  
and  
Denver Newspaper Guild-CWA Local 37074  
(Covering Newsroom Unit Employees)**

**EFFECTIVE  
July 31, 2016 – July 31, 2019**

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## **CONTRACT AND AGREEMENT**

### **Preamble**

This contract and agreement is made effective July 31, 2016 replacing the prior agreement, by and between The Denver Post, hereinafter known as “the Publisher,” “the Employer,” or “the Company,” and the Denver Newspaper Guild-CWA, Local #37074, of The NewsGuild-CWA, AFL-CIO-CLC, hereinafter known as “the Guild” or “the Union,” for itself and on behalf of all employees in the Newsroom Department of The Denver Post, except for those exempted under Article I, Exemptions.

### **ARTICLE I Exemptions**

1. Managers, supervisors and confidential employees are exempted from the Guild bargaining unit.
2. The Publisher shall notify the Guild of any additional exemptions. All exemptions must conform with the criteria for manager, supervisor, or confidential employee as established by the Labor-Management Relations Act, as amended, and as interpreted and applied by the National Labor Relations Board and the federal courts. Any dispute regarding exemptions proposed during the term of this Agreement shall be subject to grievance and arbitration procedures defined in Article VI, Grievance Procedure.
3. If any person with a job title covered by the exemptions accepts a position within the Guild’s jurisdiction, the Publisher shall so notify the Guild in accordance with the provisions of Article VII-A, Union Security.

### **ARTICLE II Jurisdiction**

The Guild’s jurisdiction is recognized as covering employees of the Publisher in the departments listed in the preamble of this agreement less those positions listed as exemptions in Article I, Exemptions, and includes (a) the kind of work normally and presently performed and such work as has been performed in the past by employees in those departments, (b) new or additional work assigned to be performed by employees in those departments. Performance of such work shall be assigned to employees of the Publisher within the Guild’s jurisdiction and shall be covered by the Guild contract.

### **ARTICLE III Work Assignment**

In the course of performing their primary functions, employees also are expected to gather and process information for multiple media platforms using a variety of print, visual, audio and other tools.

Management agrees to (1) provide necessary training and learning opportunities, and (2) articulate clearly its reasonable expectations.

The Company and the Union agree that it is their mutual intent to maintain a high standard of quality and credibility in news and other products produced by the staff.

**ARTICLE IV**  
**Dues Deduction**

1. Upon an employee's voluntary written assignment, the Publisher shall deduct from the earnings of such employee and pay to the Treasurer of the Denver Newspaper Guild not later than the tenth (10<sup>th</sup>) day of each month all Guild membership dues, initiation fees and assessments. Such membership dues, initiation fees and assessments shall be deducted from the employee's earnings in accordance with a schedule provided to the Publisher by the Guild. Such schedule may be amended by the Guild by notifying the Publisher ten (10) days prior to the start of any payroll week. An employee's voluntary written assignment shall remain effective subject to the terms of such assignment.

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

To: The Denver Post:

I hereby assign to the Denver Newspaper Guild and authorize the Publisher to deduct from my salary account as his or her employee an amount equal to my Guild membership dues, initiation fees or assessments, in accordance with the schedule submitted by the Treasurer of the Denver Newspaper Guild, for each calendar month following the date of this assignment.

I further authorize and request the Publisher to remit the amount deducted to the Denver Newspaper Guild not later than the tenth (10<sup>th</sup>) day of that month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the collective bargaining agreement between yourself 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 period of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the Publisher and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Publisher and to the Guild by mail not more than fifteen (15) days prior to the expiration of each period of one (1) year or of each applicable collective bargaining agreement between the Publisher and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Publisher receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's Signature \_\_\_\_\_  
Department \_\_\_\_\_  
Date \_\_\_\_\_

If authorization is completed electronically, alternate verification in lieu of signature shall be required.

3. Deductions of dues, initiation fees and assessments shall be made for the week designated for such deductions even though the employee may be on or scheduled for vacation that week or otherwise absent, and the amount remitted in accordance with Section 1 of this article.

**ARTICLE V**  
**Hiring and Information**

1. The Publisher acknowledges its employment policies shall be in accordance with and as required by applicable local, state and federal laws, that there shall be no dismissal or other discrimination against employees or applicants for employment because of their race, color, religion, creed, age, sex, sexual orientation, gender, gender identity, disability, veteran status, national origin or any other basis provided in federal, state and/or local laws. Neither shall such conditions affect promotion or merit raise consideration.

2. The Publisher agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to employees of the Publisher.

3. Written notice of the name, address, the last four digits of the social security number, gender, minority status, telephone number, date of birth, date of hiring, Union security status classification, experience rating, anniversary date, salary, and department of each new employee covered by this agreement shall be sent to the Guild office at least monthly and upon request by the Guild. The Publisher shall notify the Guild office promptly of (a) any change in classification and wage changes by reason thereof and effective date thereof; (b) the resignation, retirement, death, transfer to another named department, change in experience rating, change of address reported by employees, change of name reported by employees or separation from employment of any employee covered by this agreement.

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 and benefits 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. If the Publisher requests an extension of the probationary period prior to the expiration of the original ninety (90) days and the Union acknowledges such a request, the Publisher's rights shall be extended until the Union responds in writing to the request. This section shall not apply to temporary employees.

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

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

**ARTICLE VI**

## **Grievance Procedure**

1. The Guild shall designate a committee of its own choosing to take up with the Publisher or the Publisher's authorized representative any matter arising from the application of this agreement or affecting the relations of the employees and the Publisher.
2. The Union agrees to attempt to resolve a dispute before filing a grievance through a call to a Human Resources Department representative and discussing the dispute.
3. The Publisher or the Publisher's authorized representative shall meet with the grievance committee within five (5) days after request for such meeting.

The request shall be in writing, with the name of the grievant(s) (if any), the section(s) of the contract grieved (if any) and a factual description of the complaint as then known and signed by the designated officer of the Guild. The Guild and the Publisher shall exchange all available pertinent data required for complete investigation.

A grievance may be raised under this Article no later than ninety (90) calendar days after the occurrence unless circumstances can be shown to justify an extension. In no event shall the extension exceed one hundred and twenty (120) days after the occurrence. The grievance may be moved to arbitration no later than ninety (90) days after its first consideration unless mutually agreed otherwise. The parties understand that the ninety (90) day time limitation on the filing of grievances does not apply to the remedy of the grievance.

When the Publisher exercises its rights under Article I, Exemptions, to exempt positions not previously exempted, the Publisher will give the Union at least two (2) weeks' written notice in advance of the implementation of the change. If the Union challenges the Publisher's action, the Union will inform the Publisher of its protest in a written grievance within thirty (30) calendar days from the date of receipt of the notice. The Publisher may implement the change pending the outcome of any dispute.

In case of discharge, the grievance must be submitted within twenty-one (21) days after notification to the Guild of the action or condition leading to a grievance. This limitation may be extended by mutual agreement.

Disposition of the grievance shall be in writing and signed by the Publisher or his authorized representative and the designated officer of the Guild. Appeals and their subsequent disposition shall be in writing and signed in the same manner. In the event new evidence that would substantially alter the facts of a discharge case is discovered after the twenty-one (21) day limitation on submission of a grievance or any extension thereof expires, the case may be opened for further consideration by either the Publisher or the Guild.

4. The Publisher agrees to permit the Guild grievance committee to meet with the Publisher or his/her authorized representative within regular working hours provided twenty-four (24) hours' notice is given and committee members' work schedules can be rearranged. The restriction of Article XII, Section 2, Hours of Work and Overtime, requiring the working day to fall within nine (9) consecutive hours will not apply in this case. If the Publisher or his/her authorized representative calls such grievance session, it will be held on company time. In addition, the Publisher will grant up to two (2) hours on company time to a maximum of five (5) Guild committee members to attend any grievance session initiated by the Union.

5. Conditions prevailing prior to an action or circumstance that results in a grievance shall be maintained unchanged pending final settlement of the grievance unless the action or circumstance arises out of Article VII-B, Employee Security, Section 1, in which case the action of the Publisher shall remain in effect until such action is resolved through appropriate grievance procedure.

6. In the event of failure to adjust the disputes within ten (10) working days after the first grievance meeting, it shall, upon motion by either party, be referred in writing to a Resolution Board composed of two (2) representatives of the Union and two (2) representatives of the Publisher in a further effort to settle the dispute.

7. In the event said four (4) members of said Board are unable to reach a majority decision on said dispute within five (5) working days after their initial meeting, they shall submit the dispute to final and binding arbitration, and if they are unable to select an arbitrator, they shall request a list from the Federal Mediation and Conciliation Service or the American Arbitration Association. By mutual agreement such lists need not be restricted to arbitrators in the Colorado area. A grievance moved to arbitration will be considered closed with prejudice if the Guild does not send a request for a list to FMCS or AAA within ninety (90) days after receiving from the Employer their half of the cost for such list. The ninety (90) day deadline can be extended by mutual agreement.

8. Renewal of this contract shall not be a dispute under the jurisdiction of the arbitrator. The decision shall be limited to determining the specific disputes submitted to the arbitrator for adjudication. The arbitrator shall have no power to add to, subtract from, change or modify any provisions of this agreement, but shall be authorized only to interpret the existing provisions of the agreement and apply them to the specific facts of the dispute.

9. Costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any cost of a stenographic transcript without express consent.

10. The award of the arbitrator shall be given to both parties in writing within thirty (30) days after oral arguments or submission of post-hearing briefs, whichever is later. This thirty (30) day time limit and, in fact, all time limits throughout Article VI, Grievance Procedure, may be extended by mutual agreement between the Union and the Publisher.

11. Employees shall have the right but must request that a union representative or representatives be present at any discussion with the Publisher or his authorized representative that affects the relations of the employee and the Publisher. An employee shall be given reasonable advance notice when such discussion is scheduled and the employee shall be informed of the nature of the complaint against him or her. If a request for Union representation is made, the discussion shall not proceed until the Union representative or representatives is given a reasonable opportunity to be present.

#### **ARTICLE VII-A Union Security**

1. Not less than thirty (30) calendar days following the execution of this Agreement or not less than thirty (30) calendar days following the beginning of employment, whichever is later, all employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Denver Newspaper Guild to the extent of remitting to the Guild membership dues uniformly required as a condition of acquiring or retaining membership in the Guild whenever employed under and for the duration of this Agreement.

2. The Guild shall indemnify and hold the Publisher harmless from and against any or all claims, demands, costs, fees, judgments and any other charges or liabilities of any kind that may arise out of the enforcement by the Publisher of the provisions of this article for the maintenance of membership or for compulsory membership in the Guild as a condition of employment for any employee or employees.

3. An employee dismissed for failure to comply with this Article shall not be entitled to dismissal pay provided for in Article VIII-B, Severance Pay, of this agreement.

4. Each employee hired will be given a copy of the Union security provisions of this contract at the time of hire.

**ARTICLE VII-B**  
**Employee Security**

1. No discipline or dismissals shall be made except for just and sufficient cause.
2. There shall be no dismissals as a result of putting this agreement into effect.
3. The Publisher has the right to determine an employee's competence, availability or fitness for his/her requirements, or to dismiss an employee for just and sufficient cause, subject to the grievance procedures outlined in Article VI, Grievance Procedure. For all employees discharged, reason for discharge will be made in writing to the employee and to the designated executive officer of the Guild.
4. Dismissals to reduce the force, as distinguished from dismissals for just and sufficient cause, may be made in accordance with the following:
  - (a) Company seniority shall determine the employee, or employees, within a job title to be discharged in a reduction of force for economic reasons. The only exceptions to this are:
    - (1) Employees within the job titles of reporter and columnist will be subject to company seniority within a department. Departments are defined as Sports, Features, Metro, Business, and Editorial Page.
    - (2) Less senior employees with abilities or differences in qualifications for a particular function demonstrably not available from the more senior employee may be retained while the more senior employee is dismissed. In such a case, the Publisher must have made the employee aware of deficiencies or, if appropriate, offered the employee sufficient training and opportunities to maintain and develop necessary skills. Where there are such differences, the Publisher may retain the less senior employee.

This subsection (a) governs reductions in force only until subsection (k) below is completed. At that time, this subsection (a) only applies if appraisals are not completed according to the terms described in subsection (k).

  - (b) The Publisher shall notify the Guild of any such projected dismissals, specifying the job title (and department for Reporters and Columnists), number of employees involved, and the reasons for such projected dismissals.
  - (c) There shall be no dismissals for a period of two (2) weeks following notification required in paragraph (b), during which period the Publisher shall accept voluntary resignations or retirements from employees in the job titles (and, within a department for Reporters and Columnists) involved, with such employees being paid the amount of severance pay provided in Article VIII-B, Severance Pay. The number of employees to be dismissed shall be reduced by the number of resignations and retirements.
  - (d) Reductions in force are based on continuous full-time Guild-covered service within a job title (and, within a department for Reporters and Columnists). A full-time employee scheduled to be dismissed may elect within seven (7) days after notification of scheduled dismissal to move into another job title (or department for Reporters and Columnists) in which the employee has worked during continuous full-time employment as follows:
    - (1) The employee may displace an employee in a previous job title (or department for Reporters and Columnists) whose years of service in that job title (or department for Reporters and Columnists) are less than the total years of the dismissed employee in the two job titles together.
    - (2) If the employee has previously worked in a Guild-covered job title (or department for Reporters and Columnists) but his/her immediate prior position was non-Guild covered, the employee may bump into a



prior Guild-covered position if the employee's combined service in the two Guild-covered position(s) (excluding service in the non-Guild job title) is greater than the service of the employee determined to be junior in the prior job title (or department for Reporters and Columnists).

The employee thus displaced shall be the one with the lowest Company seniority.

(e) An employee thus displaced may similarly elect to move into another job title in which the employee has worked or the employee may elect to take severance pay provided in Article VIII-B, Severance Pay.

(f) An employee who moves into a lower classification shall be paid the top minimum for that classification plus whatever dollar differential above minimum the employee had in the classification from which the employee was displaced.

(g) Employees who are dismissed to reduce the force and employees who have elected to bump into another job title will be placed on a rehire list based on seniority, and will be rehired on a seniority basis in the old job title (and, within a department for Reporters and Columnists) if and when a vacancy occurs. All dismissals to reduce the force affect first the employee with the least amount of seniority, and the last employee so dismissed will be the first eligible for rehire. Employees on the rehire list, when notified of vacancy availability, must accept or reject this offer within seven (7) days unless extended by mutual agreement. A copy of the rehire list shall be provided to the Guild. New employees shall not be hired until the rehire list has been exhausted. Notice sent by certified mail to a person on the rehire list at the last address known to the Publisher shall be deemed sufficient; a copy of such notice shall be sent to the Guild by ordinary mail.

(h) On rehire, the employee shall have the option of refunding severance pay to regain all benefits of this agreement. If the employee elects not to repay severance pay, he or she shall retain all benefits of this agreement except past severance credits. His or her severance credits will commence on the day of rehire.

(i) Seniority means length of continuous full-time Guild-covered employment. Employment shall be deemed continuous unless interrupted by (1) dismissal for just and sufficient cause; or (2) resignation; or (3) refusal to accept an offer to rehire made according to the procedure given in paragraph (g) above; or (4) retirement; provided that any period of employment for which severance pay actually has been paid and not refunded shall not be counted as employment in calculating severance which may again become due after rehire.

(j) All rehire lists shall be maintained for one (1) year from the date of dismissal.

(k) Performance Appraisals:

(1) The performance appraisal form and factors shall be negotiated between The Denver Post and the Guild. Prior to the preview performance appraisal outlined in paragraph (2) below, the Evaluation Subcommittee (comprised of Guild and Management representatives) shall finalize the evaluation documents.

(2) Thirty (30) days to sixty (60) days after ratification of this Agreement, and after the Evaluation Subcommittee completes its work on performance evaluation processes, the Employer shall give each Guild-covered employee a preview performance appraisal.

(3) Six months after all preview performance appraisals are completed, the Employer shall begin the first full performance appraisal process. The Employer will complete and provide this first full performance appraisal within two (2) months to every Guild-covered employee on staff at the time of ratification of this Contract.

(4) After all Guild-covered employees on staff at the time of ratification of this Contract have received one full performance appraisal, the Evaluation Subcommittee shall reconvene to review the process, including necessary data.

(5) Thereafter, all performance appraisals will be completed and received within two weeks of the anniversary date of hire for each Guild-covered employee.

(6) During the period between contract ratification and the time when all Guild-covered employees who were on staff at the time of ratification have had their second full performance appraisal, any reductions in force will be conducted as provided in subsection (a) above.

(l) Reductions in force after the performance appraisal process has been established:

(1) After completion of the second full performance appraisal process for all employees as of the date of contract ratification, layoffs shall be by job title, except the Reporter and Columnist job titles shall also be by department.

(2) Layoffs shall be in reverse order of the total number of points. The total number of points is determined as follows:

- A maximum of forty (40) points assigned for seniority (two (2) points for each year of service within a job title or within a department for reporters and columnists).
- A maximum of thirty (30) points for General Competencies as scored in the most recent performance appraisal.
- A maximum of thirty (30) points for Specific Skills Assessment as scored in the most recent performance appraisal.
- If the notice of layoff occurs at a time such that an employee's annual performance appraisal has not occurred in the six months prior to this notice of layoff, the most recent performance appraisal may be updated. For newly hired employees who have not yet received a performance evaluation, a performance evaluation will be completed.
- If two or more employees subject to the layoff have the same total points, company seniority shall be the tie breaker.
- After implementation, if appraisals are not completed according to the terms described in subsection (k) above, any reduction in force shall be done in reverse-seniority order as provided in subsection (a) above.

(m) After subsection (k) has been completed, and as long as the requirements of subsection (k) are fulfilled, bumping described in Section 4(d) shall be based on points described in subsection (k).

5. (a) The Guild shall be given three (3) months' notice, if possible, and no less than one (1) month's notice of intent to introduce new or modified equipment, machines, apparatus or processes that will create new job titles or alter the job content of existing job titles. The parties shall immediately enter into negotiations for a mutual agreement covering procedures for the introduction of such new or modified equipment, machines, apparatus or processes. Any employee who is displaced shall be retrained for available positions in other job titles, and continued in the employ of the Publisher at no reduction in salary or impairment of benefits.

(b) The retraining period shall be limited to ninety (90) days, which may be extended an additional ninety (90) days by mutual agreement, after which the employee will be certified in the new position or, if he or she fails to qualify for the new position, may resign or retire in accordance with paragraph 5 (c) below.

(c) Displaced employees who do not desire to transfer to another job title or who do not wish to retrain for other positions may elect to resign or, if eligible under The Denver Post-Denver Newspaper Guild Newsroom Employees' Pension Plan, retire. In such cases, accrued severance pay will be paid. Such election may be made at any time prior to or during the retraining period specified above.

(d) If the sale, merger, or discontinuance of publication shall result in the dismissal or layoff of any employee in the Guild's jurisdiction, The Denver Post shall pay to such employee four (4) weeks' compensation at straight time rates as a legal obligation in addition to any severance pay due under the terms of Article VIII-B, Severance Pay, Section 1.

6. The Publisher may enter into individual discussions with employees and may offer monetary payments or other incentives, at its discretion, in exchange for an employee's voluntary termination of employment. The Publisher shall notify the Union of the terms of any such offers made to the employee. If the Publisher offers a buyout to a group of employees, the Publisher shall notify the Union in advance of the terms of any such offers made to employees and will negotiate with the Union concerning the terms of such offers upon the Union's request.

In any buyout initiated by the Publisher, the Publisher shall offer as one option an amount at least equal to the value of one week's pay for each six (6) months of continuous service, or major portion thereof, to a maximum of forty-four (44) weeks to each employee who accepts the buyout offer and voluntarily resigns. The amount shall be computed at the highest weekly rate of pay received by the employee in the previous year. Alternatively, an employee freely and of his/her own volition and without coercion may initiate buyout discussions. When an employee initiates such an offer, the buyout amount may be any sum agreeable to the employee and the Publisher. In such an employee-initiated buyout, the Publisher shall notify the Union of the terms.

**ARTICLE VIII-A**  
**Supplemental Retirement Amount**

1. For those employees who were full-time employees at The Denver Post on or before August 1, 1986, the Supplemental Retirement Amount provided for in The Denver Post-Denver Newspaper Guild Newsroom Employees' Pension Plan shall continue as described in Article VIII-B, Severance Pay, and in the Pension Plan Document.

**ARTICLE VIII-B**  
**Severance Pay**

1. Upon dismissal, an employee shall receive a cash severance allowance equal to one (1) week's pay for each six (6) months of continuous service, or major portion thereof, to a maximum of twelve (12) weeks upon discharge and twenty-six (26) weeks upon layoff or death. Employees who, on March 12, 2008, had at least twelve and one half (12.5) years of continuous full-time service, shall be grandfathered and will be entitled to continue to accrue severance pay up to the previous maximum of forty-four (44) weeks' pay upon layoff, death or discharge. Severance pay is to be computed at the highest weekly rate of pay received by the employee in the previous calendar year. Severance shall be paid bi-weekly with the normal payroll cycle for the number of weeks the severance amount represents or, at the employee's request, severance shall be paid in a lump sum.

2. Severance shall be paid from a liquidation of the employee's accumulated supplemental retirement amount, if any, as earned under Article VIII-A and a sum of cash so that the total of the two equals the severance amount payable under this section. At the employee's option, or as required under the Pension Plan document, the employee may defer payment of the supplemental pension amount until attainment of retirement age as provided in the Pension Plan document. Such option shall be selected no later than thirty (30) days following separation. In no event shall any combination of the two payments exceed the 44-week maximum.

3. Severance pay shall not be paid in the cases of proven misuse of company funds, or in the case of deliberate self-provoked discharge for the proven purpose of collecting the severance pay. "Deliberate self-provoked discharge" shall mean cases where an employee conducts himself or herself in a manner to compel discharge in order to collect severance indemnities rather than resign.

4. In the case where an employee separates from employment because of death while employed full-time, a severance benefit shall be paid as defined in Section 1. The amount shall be paid in cash in a single sum to his or her beneficiary. The term "beneficiary" means (a) the person or persons designated by the employee in the employee's latest written notice to the Employer; (b) if there is no designated beneficiary living, the employee's legal spouse; (c) if neither a designated beneficiary nor the legal spouse of the employee survives the employee, the employee's estate. Any designation of the beneficiary may be changed from time to time by the employee by giving written notice to the Employer.

5. If an employee has been terminated for any reason, has received severance benefits under the terms and conditions of the contract and subsequently returns to work for The Post, he or she shall at the employee's option:
  - (a) return the severance in a lump sum, or
  - (b) make no return of severance benefits received or make a partial return, in which case the amount not returned shall be subsequently withheld from any severance benefit the employee may be entitled to in the future.
  - (c) in the case of a discharge and reinstatement with the award of back pay, make no return of severance benefits received or make a partial return, in which case the amount not returned shall be credited against the back pay award. In that event the amount credited against the back pay award (equated in time, i.e., hours or weeks) shall be restored to any severance benefit the employee may be entitled to in the future.

## **ARTICLE IX**

### **Pension**

1. Terms and conditions of retirement are specified in The Denver Post-Denver Newspaper Guild Newsroom Employees' Pension Plan as amended, the duration of which is hereby made coextensive with the duration of this agreement. Changes to the plan may be made from time to time as required by law.

#### Benefit formula:

The monthly benefit will be equal to the greater of (a) \$45 per year of service per month, or (b) 1.65% times Average Final Monthly Compensation up to \$1,500, plus 1% times Average Final Monthly Compensation over \$1,500, the sum not to exceed \$60 per year of service per month, multiplied by the number of the employee's years of Credited Service. "Compensation" and early retirement rules are defined in the Pension Plan Document and Summary Plan Description, available in the Human Resources Department.

2. The Publisher and the Union agree that effective January 1, 2013, The Denver Post-Denver Newspaper Guild Newsroom Employees' Pension Plan was frozen as follows:
  - (a) No Participant will accrue or be credited with any additional Benefit Service (as defined by the Plan) for service performed on or after January 1, 2013.
  - (b) For Participants who are Covered Employees and employed by the Publisher on January 1, 2013, all Benefit Service Credits as of January 1, 2013 will be considered vested without regard to actual Vesting Service.
  - (c) Participants who are Covered Employees and employed by the Publisher on January 1, 2013, shall be credited with (i) the Participant's actual Benefit Service earned as of December 31, 2012; plus (ii) an additional credit of Benefit Service in an amount equal to the Participant's actual Benefit Service earned for the Plan Year ended December 31, 2012. In other words, Participants will earn double Benefit Service credit for calendar year 2012.
  - (d) Compensation received by the Participant on and after January 1, 2013, shall not be taken into account for purposes of determining the Participant's Average Monthly Compensation.
  - (e) Effective January 1, 2013, no new employees were eligible to become Plan Participants.

3. The Publisher will continue to contribute future amounts, if necessary, to maintain funding of the Plan as required by federal law and regulations based on actuarial recommendations.

4. The Union will continue to negotiate monthly benefit amounts with the Publisher in subsequent collective bargaining agreements. Future benefit increases will not be precluded by the freeze of the Plans as provided in Section 2 and may be negotiated, depending on funding and mutual agreement by the Publisher.

5. In addition to The Denver Post-Denver Newspaper Guild Pension Agreement, the Publisher will make contributions to The Newspaper Guild International Pension Plan (TNGIPP). The Publisher will contribute \$8.1954 per week for each full-time employee to The Newspaper Guild International Pension Plan. Part-time employees will be eligible to become Participants in the TNGIPP, and contributions for part-time employees will be made after it is determined they have worked a minimum of one thousand (1,000) hours in a calendar year. The contributions will be pro-rated based on hours worked, and the rate of contribution will be based on the rate in effect at the time for full-time employees. No contributions will be made for part-time employees who have not yet worked one thousand (1,000) hours in a calendar year.

## **ARTICLE X**

### **Defined Contribution Plan (401(k) )**

The Publisher shall offer a 401(k) plan to all employees covered by this contract. The Publisher match of no less than 50% of the first 6% of eligible pay saved pre-tax under the Plan once an employee becomes eligible shall be suspended indefinitely.

## **ARTICLE XI**

### **Transfers and Promotions**

1. No employee shall be transferred by the Publisher to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Publisher, without the employee's consent and payment of all transportation and household moving expenses of the employee and his or her family. The "home base" of employees hired to work outside Denver shall be construed to be Denver for purposes of this Section. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

An employee's consent to a transfer from the city in which they were hired to work to an assignment in another city is a round-trip commitment by the employee and the Publisher. The Publisher may choose to transfer the employee back to his or her original work location at any time, but will give reasonable advance notice to the employee. The Publisher shall pay transportation and moving expenses of the employee for the move to a new city and for the return to the original city. If the employee is terminated while assigned to the new city, the Publisher shall pay moving expenses back to the original city, but is not required to pay moving expenses to any other location.

To the extent practical, details of the transfer to the new city and the possible return shall be agreed upon in advance of the transfer, including the amount of moving expenses and length of advance notice of a return transfer.

For the purpose of this Article, the Seven County Denver Metro Area is one city.

Prior to accepting transfer consent from an employee, the Publisher shall discuss the application of this provision with the employee.

2. The Publisher's right to make normal transfers is not restricted, but such transfers are not to be made for purposes of whim or harassment. An employee transferred to another job classification or department against his

or her wishes shall have the right to appeal under the grievance procedure of this contract. If an employee refuses a job transfer at the time it is offered and resigns, he or she shall receive severance pay.

3. No employee shall in any way be penalized for refusing to accept a promotion.
4.
  - (a) The Publisher shall post notices of vacancies for regular full-time positions except when the vacancy is to be filled by the reassignment of an employee without a change in the employee's title.
  - (b) Current employees who have completed their probationary periods will be given first consideration when vacancies occur subject to the rehiring requirements of Article VII-B, Employee Security.
  - (c) Notice of such vacancies shall be posted on the bulletin boards in the departments involved and on one centrally designated bulletin board for at least seven (7) days or, at the option of the Publisher, five (5) days in cases of urgency in filling the position. The Guild will be notified of such vacancies. In cases of five (5) day notification, the date the opening must be filled shall be specified. All vacancy notices shall be posted by 10 a.m.
  - (d) Employees desiring to fill such vacancies shall submit written applications within the specified period of such posting or provide written notification of intent to renew a previous application on file. Upon request, the Publisher shall provide a written explanation to the employee of why an applicant is denied promotion or transfer.
  - (e) Employees transferred or promoted under this article shall be given a trial period of ninety (90) days, which period may be extended by mutual agreement. The Publisher's evaluation of the employee's progress shall be discussed with the employee at intervals during the trial period and at its end. During the trial period, the employee shall receive at least the minimum next higher than the employee's salary in the classification from which the employee advanced, with full credit being given in experience rating for past similar work. Any time during the trial period, the Publisher may confirm or not confirm the employee in the new position, but shall confirm or not confirm the employee at least at the conclusion of the trial period.
    - (1) During the trial period, the employee may elect to return to a comparable position without penalty or prejudice.
    - (2) If the employee is confirmed in the new position, the trial period shall be included for all purposes in determining the length of service in the classification or job.
    - (3) If the employee is unable to perform satisfactorily the duties of the job, the employee will be returned to the employee's old job without penalty or prejudice.
    - (4) Upon return to the old job or a comparable position, the employee will receive the salary to which the employee would have been entitled if the employee had not been advanced. The employee's period of service in the higher classification shall be counted for all purposes as service in the classification from which the employee advanced.
  - (f) Part-time employees desiring a transfer to another part-time position or assignment within the employee's job classification and department may submit a request for such transfer at any time. Transfer requests shall be kept on file by the department head. When an opening occurs in the position requested, the employee shall be given first consideration. If more than one employee requests the same transfer, consideration shall be made in seniority order. Such transfers shall not be denied without legitimate business reasons. Upon application, part-time employees shall be given first consideration for full-time positions in their job title and department.
5. The Employer is entitled at its sole discretion to select employees for all vacancies from among qualified applicants for such job openings. If the Employer determines that two or more applicants — whether current employees or not — are virtually equal in all other respects (considering ability to perform the work, previous experience, references, education and training, quantity and quality of work, attendance and other performance

records, dependability, and other reasonable criteria), the employee with the greatest Company seniority shall be appointed to fill the bargaining unit vacancy, unless affirmative action considerations conflict.

## **ARTICLE XII**

### **Hours of Work and Overtime**

1. The five (5) day, forty (40) hour week shall apply to all employees, except that employees may work a four (4) day, forty (40) hour week by mutual agreement.
2. The working day shall consist of eight (8) hours falling within nine (9) consecutive hours. In the case of a four (4) day work week, ten (10) hours shall fall within eleven (11) consecutive hours.
3. The Publisher shall compensate for overtime at the rate of time and one-half in cash, except as noted in subsection (a) below. Overtime shall be defined as work beyond the unit of hours in the work day or work week, or any work performed outside of the properly posted scheduled hours except as noted in Article XIX, Part-time and Temporary Employees. The Publisher will endeavor to evenly distribute overtime and rotate overtime so that no single employee is burdened with excessive amounts of overtime work except where operational and skill requirements do not permit.
  - (a) Any employee assigned to work more than twelve (12) consecutive hours shall be paid double time for any work beyond twelve (12) hours.
  - (b) 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 request this information as regards all covered employees, or as regards only a department or generally recognized sub-department only. The Guild agrees to request overtime records on all covered employees not more often than three (3) times within any calendar year, but may request overtime records of a department or generally recognized sub-department or individual as often as once per month.
  - (c) An employee must be given and take a lunch break after working not more than five and one-half (5 1/2) consecutive hours.
  - (d) No employee shall, without his or her consent, be scheduled to work more than five (5) consecutive days without being given at least one (1) day off or being compensated at time and one-half rates for work on a sixth, and double time rate for a seventh or more consecutive days of work except as noted in Article XIX, Part-time and Temporary Employees.
4. An employee who is called back to work on his or her day off shall be compensated at a rate of time and one-half of straight time except as noted in Article XIX, Part-time and Temporary Employees. The employee shall receive four (4) hours of pay for up to four (4) hours of work and at least eight (8) hours of pay if the employee works more than four hours.
5. Employees called back after the regular day's or night's work shall receive a bonus of two (2) hours pay. This shall not be in payment for any time actually worked. Time and one-half of straight-time rates unless otherwise provided (with a guaranteed minimum of one (1) hour's pay) for the time worked on said callback shall be paid.
6. That part of a scheduled shift within ten (10) hours after the completion of the employee's previously scheduled shift shall be paid for at the rate of time and one-half. Agreed-upon exceptions to this will be the shifts immediately following municipal, state and federal elections.
7. Work schedules shall be posted in each department by 3 p.m. two Friday's in advance of the effective date of the schedule, provided that no alterations may be made at any time except by mutual agreement of the employee

and supervisor. 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. Overtime shall be defined as all work beyond the unit of hours in the work day, eight (8), or work week, forty (40), or any work outside of regularly posted scheduled hours not mutually rearranged as specified above. The Publisher may elect not to post weekly work schedules in those work groups that are normally scheduled for the same hours but to post the work schedule whenever there is a change in the normal schedule, including scheduled overtime, and inform all employees in the work group of the schedule change as soon as practical but no later than 3 p.m. two Friday's in advance of the change.

8. Employees who work shifts starting between the hours of 6 a.m. and midnight on Sundays shall at their request be given consecutive days off during the week.

9. An employee working more than four (4) hours in any one shift of eight (8) hours in a higher wage classification shall be paid at the rate of pay for the higher wage classification.

10. (a) Time actually spent in transit by employees traveling to and from out-of-town assignments, including travel time on overnight assignments, shall be considered working time. Insofar as possible, the travel time shall be scheduled within the normal work day. Where the employee is permitted a choice of more than one form of transportation, the shortest time by which the assignment can be reached shall be allowed.

(b) Insofar as possible, the employee shall adhere to the eight (8)-hour work day.

(c) In cases involving out-of-the-ordinary news developments, including picture assignments, the employee is authorized to work overtime at the rate of time and one-half for actual hours worked. The department supervisor shall be the judge of the validity of such overtime when submitted, subject to the grievance procedures outlined in the contract.

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

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

(2) Where the situation is not known in advance, the employee shall be entitled to a compensating day off.

11. On request, full-time employees in the newsroom who are on general assignment shall be scheduled for Saturday and Sunday off at least one (1) week out of each six (6). If the employee is on special assignment when his or her scheduled weekend off is due, the weekend off shall be rescheduled to another weekend to allow completion of the special assignment. Employees in other editorial departments who can be considered on general or non-beat assignments by the Publisher may at certain times of the year request the same consideration for weekend time off when considered feasible by the department head.

12. Under no circumstances will an employee receive more than double-time pay for any time worked.

13. The department head shall keep accurate records of compensatory time.

### **ARTICLE XIII**

#### **Holidays**

1. The recognized holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and two floating holidays after six months of employment.



2. Employees who are not required to work on those holidays will receive their regular day's pay. Full-time employees who are required to work on a holiday will be paid at double the straight-time rate for not less than eight (8) hours.
3. Arrangements for selection of the floating holidays must be made and mutually agreed to with the employee's department head. The department head shall be notified at least two (2) weeks in advance of the employee's choice of his or her floating holidays which can be earned once in a calendar year, and taken on a mutually agreeable date. If two or more employees in the same department or section request the same floating holiday, the department head will endeavor to grant the requests, but if he or she must limit the number who can take the same floating holiday, requests will be granted on the basis of full-time Company seniority.
4. If a holiday falls on an employee's regular day off, he or she shall be given an additional day off by mutual arrangement with the Employer.
5. Part-time employees who work on a recognized holiday shall be compensated at double their regular rate for the hours actually worked.
6. By agreement with the Publisher, an employee may select any two (2) religious holidays to substitute for any two (2) of the holidays listed in Section 1 above. Such selection shall be arranged with the department head not less than two (2) weeks before the religious holidays chosen.
7. An employee's regular day off will not be changed or shifted to avoid payment of holiday premium pay he or she normally would receive.

#### **ARTICLE XIV** **Vacations**

1. The vacation period shall be for the entire calendar year.
2. Eligibility for vacations shall be determined as follows: Employees shall accrue (a) two (2) weeks' vacation with pay after one (1) year of continuous service, one week of which may be taken after six (6) months; (b) three (3) weeks' vacation with pay after three (3) years' continuous service; (c) four (4) weeks' vacation with pay after seven (7) years of continuous service with the Publisher.

Employees may take vacation as it is accrued after six (6) months of employment.

3. Accrued vacation shall be computed from the anniversary date of employment.
4. A full-time and a part-time vacation calendar covering April 1 of the current year through March 31 of the following year shall be posted in all departments or sections by February 1 of each year, together with a list of names of full-time employees ranked in order of full-time company seniority and a list of part-time employees ranked in order of company seniority. Employees must select vacation dates on the basis of their seniority prior to April 1, or lose their seniority rights for vacation selection. Changes shall not be made in the vacation schedule after April 1, except upon mutual agreement between affected employees and the department head. Part-time employees shall be permitted to schedule vacations in the same manner as full-time employees as described in this Article, except they will be provided a separate vacation calendar.

5. If an employee has not taken all his or her vacation within one year from the employee's anniversary date, the employee may carry over accrued vacation to a subsequent year, as provided in Sub-Section (a) below. Employees are responsible for scheduling and taking enough vacation to avoid accrual in excess of the limits specified in Sub-Section (a) below. Cash in lieu of vacation will not be paid except as provided in Section 7 of this Article. Carryover from one calendar year to the next will be limited to a maximum described below. Employees will use the vacation in a timely manner or lose the excess hours above their limit.

(a) Carryover from one calendar year to the next will be limited to a maximum of one year's accrual. There will be no carryover of more than one year's accrual allowed unless the taking of scheduled vacation by an employee was canceled by mutual agreement at the request of management, in which case any carryover for this reason shall be scheduled and taken by March 31 of the following year, but will not change the carryover limit at the end of that following year.

6. Requests for single-day vacation time will be considered in the order they are received. Employees scheduled for full-workweek vacation time shall have precedence over requests for single-day vacation.

7. An employee whose vacation time includes a recognized holiday shall receive a substitute day with pay on a mutually agreeable date.

8. Upon termination of employment, an employee (or his/her estate in case of death) shall receive accrued vacation pay. Employees who terminate employment within their first six months of service shall not be paid their accrued vacation.

## **ARTICLE XV**

### **Sick Leave**

1. Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury or disability. Sick leave may be used to cover absences caused by the illness of or injury to the employee, employee's immediate family or domestic partner. Illness or injury shall include doctor or dental appointments. Proven abuse, defined as any situation in which an employee falsely claims the reason for missed work is illness, injury, disability or doctor or dental appointment(s), may result in discipline up to and including discharge. Excessive use of sick leave, including a pattern of use, may also result in discipline up to and including discharge. Such discipline shall be reviewed by the Human Resources Department. If reasonable cause for suspicion of misuse or abuse of the sick leave benefit arises, the Employer may request the employee provide a doctor's note or other appropriate documentation.

2. No deductions shall be made from overtime or vacation credited or to be credited to an employee because of illness unless the absence occurs on the scheduled sixth day outside the employee's regular schedule.

3. Sick leave of not less than twelve (12) working days, ninety-six (96) hours, shall be accrued per calendar year (pro-rata for partial calendar year) of employment, and be accumulated up to thirty-six (36) days, two hundred eighty-eight (288) hours.

4. No employee absent from work due to legitimate disability shall receive more in benefits than his or her regular take-home pay.

5. Where an employee is absent due to legitimate disability and where no other weekly benefits are provided, he or she shall receive his or her regular take-home pay from accrued sick-leave credit to the extent that such sick-leave credit is available.
6. Where an employee is absent due to legitimate disability and other weekly benefits are available, accrued hours of sick-leave credit shall be paid to the extent that such sick-leave credit is available to make up the difference between the total regular take-home pay and other weekly benefits. Only the hours of sick-leave pay used to make up the difference shall be charged the employee's accrued sick-leave credit.
7. Sick-leave compensation for part-time employees shall accrue in proportion to total hours worked. The accrual rate for part-time employees is one-half the accrual rate of full-time employees (six (6) days per year pro-rata based on hours worked).
8. After five consecutive days of absence because of illness of the employee, the employee is eligible to apply for sickness and accident coverage (Short-Term Disability) as provided in Article XVI, Health Plan and Other Benefits, Section 4.

## **ARTICLE XVI**

### **Health Plan and Other Benefits**

The Employer shall offer The Denver Post Health Plan, or a successor plan, which will provide Medical, Dental, Vision and Life/Accidental Death and Dismemberment ("AD&D") Insurance plans, Sickness and Accident coverage ("Short-Term Disability") and Flexible Spending Accounts and Sec 132(f) tax-free Qualified Transportation Benefit Accounts to eligible employees covered by this collective bargaining agreement, upon proper enrollment.

#### **1. ELIGIBILITY:**

##### **Full-Time Employees:**

(a) Full-time employees become eligible the first of the month following one full calendar month from the date of full-time employment for The Denver Post Health Plan (which includes medical, dental and life and AD&D insurance benefits), with the exception of Short-Term Disability.

##### **Part-Time Employees:**

(a) Part-time employees become eligible for a medical HMO plan, Dental and Vision benefits (Dental and Vision premiums will be paid 100% by the part-time employee) when they have worked an average of 27 hours per week during a "Measurement Period" described in this paragraph. The Measurement Periods shall be: (1) October through February of the following calendar year, and (2) April through August. To maintain coverage under these benefits, the employee must continue to be paid an average of 27 hours per week in each Measurement Period. The Benefits Department will review the hours paid for each of the Measurement Periods and will notify the employee during March and September if he or she is no longer eligible, or becomes eligible, for benefits during the Measurement Period that has just concluded.

(b) For coverage to be effective, part-time employees must properly enroll by the end of the month of the notification period (March and September of each year).

(c) If an employee loses eligibility because of a reduction in hours, he or she will be offered COBRA continuation coverage (for a period of up to 18 months) and will pay 102% of the cost of the benefits. Hours shall not be reduced solely to avoid the payment of benefits under this section.

**2. PREMIUM SHARE:**

(a) Medical coverage: The Employer shall make Medical premium share contributions for full-time and part-time employees enrolled in the primary medical plan (currently Kaiser DHMO) as follows:

Employee Only	78%
Employee + Child(ren)	70%
Employee + Spouse	70%
Employee + Family	70%

The change in the Employer’s Employee Only premium share from 70% to 78% shall be effective the beginning of the first pay period in the month following ratification.

For any other Medical plans offered, the Publisher shall pay an amount equal to its share of the Kaiser DHMO plan or its successor plan premiums and the enrolled employee shall pay the remainder.

(b) The Employer shall offer Dental and Vision plans.

1. The Employer’s contribution for Dental Insurance shall not be less than 64% for full-time employees. Eligible part-time employees will pay 100 percent of the dental premium.
2. Employees shall pay the full cost of the Vision plan.

(c) The employee shall pay his or her premium share by payroll withholding or directly to a Third Party Administrator (“TPA”) if COBRA coverage has been offered and elected.

**3. LIFE AND AD&D INSURANCE:**

(a) The group term Life and Accidental Death and Dismemberment Insurance for full-time employees up to age 65 shall be one times (1X) the employee’s annual base wage, annualized and rounded up to the nearest \$1000 up to age 65. An age reduction schedule applies after age 65.

(b) The cost of this coverage within the Employer’s Plan will be fully paid by the Employer.

(c) An additional amount of life insurance and voluntary AD&D insurance may be purchased by the employee.

(d) The rates for this coverage are provided during the annual Open Enrollment period.

(e) Complete information: For a detailed description of the Life, Accidental Death and Dismemberment and STD Insurance plans and the terms, conditions and extent of benefits refer to the Plan document, which is available in the Benefits Department.

#### **4. DISABILITY:**

(a) Short-Term Disability (“STD”): The Employer shall provide STD coverage for all full-time employees covered by this agreement. Employees hired after the date of implementation of this Agreement shall have a waiting period of one (1) year from their date of hire before they are eligible to receive STD benefits.

1. The first five (5) days of absence because of illness (“Elimination Period”) will be charged to the employee’s sick leave, if any is available. If an employee’s sick leave has been exhausted, the elimination period will be unpaid. Upon proper application by the employee to the Employer’s Third Party Administrator (“TPA”) and upon approval by the TPA, payment for the STD benefit will be paid for the sixth (6<sup>th</sup>) day of absence because of illness and consecutive days of disability through the period of time approved by the TPA, up through a maximum of twenty-six (26) weeks.

2. Complete details regarding the Employer’s disability benefit and procedures for applying are available in the Benefits Department.

(b) Long-Term Disability (LTD): Full-time employees shall be eligible and are encouraged to purchase this insurance at a group rate.

#### **5. FLEXIBLE SPENDING ACCOUNTS:**

(a) Medical and dependent care spending accounts will be made available and will be defined and administered as required by law.

(b) In addition, the Sec 132(f) tax-free Qualified Transportation Benefit for parking and/or transportation costs will also be made available and will be defined and administered as required by law.

(c) The benefits in Paragraphs (a) and (b) can be elected during the annual Open Enrollment period and are available to all employees regardless of whether they are eligible for other benefits in this Article. The Employer shall pay all administration costs of these plans.

**6. OPEN ENROLLMENT:** Employees shall have the right to change elections under the Employer’s Health Plan and other benefits within specific Open Enrollment dates set each year by the Employer. Once an employee makes a selection, the employee must remain in the selected plan the remainder of the plan year unless the employee sustains a qualifying life event as defined by the Plan.

#### **7. BENEFITS AT RETIREMENT:**

(a) Early retirement between ages of 55-64:

1. Employees who elect early retirement from the Employer after January 1, 2008 shall have the option of continuing their medical coverage paid fully by the employee at the early-retiree group rate.

2. Employees who retired from the Employer prior to January 1, 2008 shall have the option of continuing their medical coverage paid fully by the employee at the active employee group rate.

(b) Normal retirement at age 65 or older:

1. Employees who retire from the Employer shall have the option of continuing their medical coverage paid fully by the employee at the post-65 retiree group rate.
2. Employees who are age 65 or older must have proof of their MediCare Part B coverage/award letter from the Social Security office at least 30 days prior to the date of retirement to be eligible to continue medical coverage on the group Medigap plan as required by current Center for Medicare and Medicaid Services regulations. Arrangements for payment of the full premiums by the employee shall be made with the Benefits Department prior to retirement.

(c) Employees not electing to continue medical coverage through the Employer's medical plans at the time of retirement will not be eligible to elect medical coverage at a later date.

(d) Continuation of other benefits for which retirees are eligible will be offered through COBRA.

**8. WELLNESS PROGRAM:** The Employer and the Union may participate in meetings with The Denver Post and the other Unions to jointly develop a Wellness Program for all employees. Any Wellness initiative must be mutually agreed to by both the Employer and the Union(s).

**9. BENEFITS PLAN DESIGN:**

(a) The Employer will select all benefit plans (medical, dental and other plans) and all benefits components provided in those plans (e.g., co-insurance amounts or percentages, as well as deductibles and out-of-pocket employee costs) that constitute the design of these plans. Any changes in plans or plan design will be reasonable.

1. "Reasonable" is defined as meaning that medical plan design components will be selected based on benchmarks (1) among employers of similar size (currently 500 or more employees) in Colorado and (2) in the national Printing and Publishing Sector. Benchmark data will include, but not be limited to, benefit components of plans, data comparing cost per employee per year, and the Employer's demographics compared to those of the benchmarks.

2. If the Employer's actual cost per employee per year is projected to be less than that of the demographically adjusted benchmark per employee per year costs, the Employer will not reduce medical plan design benefits provided for employees for the following year.

(b) The Employer will provide information to and receive comments from the Union in analyzing information received from the benefit providers before any decisions are made concerning benefit plans or plan components each year, but is not required to bargain such changes. If the Union believes the changes are unreasonable it may file a grievance under Article VI, Grievance Procedure.

(c) The Union will negotiate share of premium for benefits but will not negotiate the benefit providers selected or the benefit plan design or components.

**10. PLAN DOCUMENT:** The components of the Employer's Health Plan are contained in the Plan document, a copy of which may be obtained in the Benefits Department. The specific terms and conditions for each benefit will be governed by the insurance contract or other benefit program documents.

**11. EMPLOYEE ASSISTANCE PROGRAM ("EAP"):** The Employer will offer an Employee Assistance Program to provide assessment, referral, focused therapy and coaching for employees and household members in dealing with personal problems, such as substance abuse, stress or emotional issues or financial problems that may affect job performance. Employees who enter an acceptable rehabilitation program shall be given a reasonable opportunity to control the problem or disorder, but it is explicitly understood that submission to treatment alone shall not provide immunity from termination or other appropriate discipline.

**12. ADOPTION ASSISTANCE:** The Employer shall offer an Adoption Assistance benefit to full-time employees and part-time employees who work a minimum of 30 hours per week. Contact the Benefits Department for additional information.

**13. TUITION REIMBURSEMENT:**

(a) The Employer shall pay tuition costs for an active employee attending university, college, trade school or other institution under the following conditions:

1. Employee must have a minimum of one year of full-time employment with the Employer and currently work in a full-time position.
2. Application for tuition assistance benefits must be approved before an employee begins course work.
3. Course(s) must be taken at an accredited college, university, trade school, or other institution, and be considered to be related to the employee's current job assignment or logical avenues of promotion.
4. Course(s) must be successfully completed, normally within 60 days of the estimated completion date. Successfully completed shall mean receipt of a grade A, B or C. No reimbursement will be made for a grade below a C.
5. Reimbursement is at the rate of 50% and applies only to tuition cost.
6. Employee's full-time status must be retained through course completion. Any change in this status shall disqualify reimbursement.
7. No reimbursement will be made that duplicates costs covered by governmental or other educational grants.
8. An employee who voluntarily terminates employment within six (6) months of receiving tuition assistance shall repay the Employer one-half of the total amount of tuition assistance received from the Employer during the immediate previous twelve (12) months of employment. An employee who voluntarily terminates employment within twelve (12) months of completing a course of study resulting in a degree or certification, shall repay the Employer one-half of the total amount of tuition assistance received from the Employer during the immediate previous twenty-four (24) months of employment.

**ARTICLE XVII**

## **Leaves of Absence**

1. Upon request, the Publisher shall grant leaves of absence for good and sufficient cause.
2. Employees may receive leaves of absence without prejudice to continuous service in determination of severance pay. (General increases will apply only for those employees on leave of absence for a period of six (6) months or less.) Upon request, leaves of absence shall be granted to delegates elected to The Newspaper Guild, CWA or AFL-CIO conventions, both national and local; to delegates elected to special meetings called by The Newspaper Guild; and to employees elected or appointed to local or national Guild, CWA or AFL-CIO office or position. An employee on such leave shall be reinstated in the same or comparable position upon expiration of such leave. No severance pay shall accrue during leaves of absence. Right to reinstatement shall terminate in the event an employee on leave engages in gainful employment other than that for which the leave was granted. The number of employees on leave to accept local or national Guild, CWA or AFL-CIO elective or appointive office shall be limited to one (1) at any time except by mutual consent of the Publisher and the Union. Employees on leave to accept local or national Guild, CWA or AFL-CIO elective or appointive office may receive benefits of Article XVI, Health Plan and Other Benefits, and Article IX, Pension, during such leave, provided prior arrangements for payment of necessary premium is made with the human resources department and contingent upon such payments being timely made.
3. An employee shall be granted up to four (4) consecutive scheduled working days of paid leave of absence in the event of the death of a spouse, child or domestic partner. In the event of the death of a parent, parent of spouse, brother, sister, grandparent, surrogate parent or nearest blood relative, the paid leave of absence shall be up to three (3) consecutive scheduled working days. Within seven (7) days of the death, the employee shall work with his/her supervisor to schedule the time off. 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 vacation, leave of absence or otherwise not working. The employee may extend the leave provided in this Article by a maximum of thirty (30) days through any combination of vacation and unpaid leave of absence if the request is made to the employee's supervisor or Human Resources Department before the end of the paid funeral leave period.
4. The Publisher shall grant child-care leaves to full-time employees who are the primary caregivers up to twelve (12) months in length inclusive of any paid disability period. The Publisher also shall grant unpaid spousal leave to full-time employees for the purpose of childcare for up to six (6) months. Adoptive parents shall receive the same benefit considerations with respect to childcare leave as natural parents.

By arrangement with the Publisher, an unpaid leave for the purpose of child care shall be granted to part-time employees who are the primary caregivers who have worked for the Employer one (1) year or more and average twenty (20) or more hours of work per week. Such leave shall not exceed one hundred eighty (180) calendar days in duration, which may be extended by mutual agreement.

## **ARTICLE XVIII Military Service**

1. The Employer shall honor all requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) as it applies to an employee who has been absent from work due to "service" in the U.S. uniformed services. "Service" under USERRA means the performance of duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, absence from work for an examination



to determine a person's fitness for these duties, and funeral honors duty performed by National Guard or reserve members.

2. An employee engaged in uniformed services described above shall be considered an employee on leave of absence, and on release from such service shall resume his or her position or a comparable one with a salary no less than he or she was receiving at the time of entering such service. If the scale minimum of his or her experience classification should be higher on his or her return, he or she will then be entitled to that minimum.

3. An employee called to serve or who voluntarily enlists shall be paid in cash an amount equal to the amount of severance pay to which such employee would be entitled if he/she were laid off, in accordance with Article VIII-B, Severance Pay. Upon return to employment, the employee will begin accruing a new severance period beginning from the date the employee left employment to enter the service. If the employee is unable to return to work due to death or disability, additional severance will be paid from the point the employee left employment until the death or disability. Severance pay will be based on the rate of pay used to pay severance when the employee left employment to enter the service

4. Application for resumption of employment must be made within ninety (90) days after termination of such service, plus accepted travel time from separation center to place of employment.

5. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his or her previous position and salary, but at not less than the then current minimum for that position. An employee so promoted, and while such promotion is temporary, shall continue to receive credit for his or her employment in the experience rating in which he or she is classified. In the event of a subsequent permanent change in employment and consequent change of classification, the employee shall receive full credit in his or her experience rating in such new classification for the period in which he or she has already been engaged in such new classification.

6. An employee hired or promoted as replacement of an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee he or she is replacing, and a copy of such notice shall be sent to the Guild.

7. Employees in the active reserves of the Armed Forces or in the National Guard shall be granted leaves of absence without pay to attend required annual encampments or call to duty for emergency service. Such employee must inform the Publisher of this reserve status and must give notice of encampment date immediately on notification of such dates.

8. All employees on the completion of military leave shall receive the following benefits: (1) credit of time spent in service in computing vacation seniority rights, (2) credit of time spent in service in computing length of continuous service with the Employer, (3) reinstatement in a group insurance plan without a waiting period of thirty (30) days.

## **ARTICLE XIX**

### **Part-Time and Temporary Employees**

1. A part-time employee is one who is hired to work less than forty (40) hours in a work week. A temporary employee is one employed on a special project for a period of no more than six (6) months, except in cases where a temporary employee is hired to replace an employee on leave, then temporary employment shall be for the duration of the leave. When temporary employees are hired, the Union shall be notified of the temporary or special projects that require such hiring and the anticipated duration of such projects.

- (a) Except by mutual agreement, part-time employees will not be scheduled to work more than five (5) days in a work week.
  - (b) Part-time employees may decline work days outside of their posted schedule.
  - (c) The provisions of Article XII, Hours of Work and Overtime, with regard to overtime pay for work on a sixth (6th) or seventh (7th) day and work outside of posted schedules do not apply to part-time employees.
  - (d) Hours worked by a part-time employee in a week may increase to forty (40) or more hours or decrease based on business needs without changing the employee's part-time status, except as noted in Section 3 of this Article.
2. The Publisher may use individuals from temporary agencies or other labor pools based upon the following conditions:
- (a) If these individuals are used for more than two weeks, the Publisher shall notify the Guild.
  - (b) The use of these individuals may not exceed six (6) weeks in duration without mutual consent of the Publisher and Guild.
  - (c) These individuals may not be used to avoid the hiring of Guild-covered employees.
3. Part-time or temporary employees shall not be employed where, in effect, such employment would eliminate or displace a full-time employee. In cases where the duties of part-time employee(s) can be consolidated into a full-time position as described in Article XII, Hours of Work and Overtime, Sections 1 or 2, a full-time position shall be created, provided the part-time positions have met the definitions of Article XII, Hours of Work and Overtime, Sections 1 or 2 for at least the previous six (6) continuous months. With the mutual agreement of the Publisher and Union, full-time positions can be restructured to accommodate employee requests for flexible work schedules or job-sharing.
4. Part-time employees shall receive all the benefits and are covered by all provisions of this contract except as limited in this contract. Temporary employees shall receive all the benefits and are covered by all provisions of this contract, except those outlined in Article XVIII, Military Service.
5. Part-time employees will be paid an hourly wage rate specified for full-time classifications. Part-time employees shall move into the next higher wage step when the employee has worked the number of full-time equivalent hours for the next pay step.
6. Vacation credit for part-time and temporary employees shall accrue in proportion to total hours worked; however, part-time employees who terminate employment within the first six (6) months of their employment shall not receive payment for accrued vacation credits upon termination.
7. Part-time employees will be given preference ahead of new part-time or temporary employees for work on holiday or vacation relief assignments normally performed by full-time employees. At the conclusion of such relief assignments, they will be returned to their former position as part-time employees.

**ARTICLE XIX-A  
COMMUNITY PUBLICATIONS (YOURHUB)**

Except as specified in the following paragraphs, the collective bargaining agreement between the Publisher and the Guild shall apply to the employment of Community Publications Department staff members. In the event of any contradiction between the collective bargaining agreement between the parties and this Community Publishing Article, this Article shall govern.

1. Community Publications Editors may perform any and all work normally performed by bargaining unit employees working in the Community Publications Department to the extent necessary to meet deadlines or otherwise replicate a weekly newspaper operation.
2. Transfers and Promotions. Bargaining unit employees in the Community Publications Department may apply for vacant daily edition positions and shall be given first consideration for the position. If chosen for any daily editions position, the employee shall be granted one year of experience for all service in the Community Publications Department, and shall be paid not less than the 2<sup>nd</sup> year scale.
3. Hours and Overtime. The 40-hour weekly schedule of full-time employees may include a 10-hour shift on the day that sections are completed and transmitted to the production departments, and a 6-hour shift on another day of the work week. The 4-day 40-hour week permitted under Article XII of the collective bargaining agreement shall be at the Publishers discretion and shall not require mutual agreement; it is understood that schedules will not alternate unreasonably between five 8-hour shifts and four 10-hour shifts.
4. Wages. The wage scale for Community Journalist is listed under classification 19 in Article XX, Wages.
5. Higher Classification Pay. Community Journalists shall be paid at Entry Level Scale for daily journalists when assigned to perform more than nominal work for the daily edition or assigned a story that is only for the daily edition, but shall not be entitled to additional compensation if any part of the work product for YourHub is published in another Denver Post product. A story or photo produced for YourHub may also be used by The Post online or in print.
6. Discontinuation. If the Publisher discontinues its community publications for any reason, the employment of employees of the Community Publications Department covered by this Agreement may be terminated by the Publisher without cause. In this event, claims filed by terminated employees of Colorado Unemployment Compensation will not be challenged by the Publisher.

**ARTICLE XX**

**Wages**

1. Employees shall be compensated at not less than the following weekly minimum rates for their respective classifications:

Effective July 31 2016, increase all scales by 3%. (for salaried employees, 3% to prior amount)

February 2017, wage opener to be negotiated jointly with all Guild/DFM units.

February 2018, wage opener to be negotiated jointly with all Guild/DFM units.

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**Classification 3**

Editorial Assistant

<b><u>Date</u></b>	<b><u>Starting</u></b>	<b><u>6 mos.</u></b>	<b><u>18 mos.</u></b>	<b><u>30 mos.</u></b>	<b><u>42 mos.</u></b>
03/15/09	576	616	655	696	748
07/31/16	593	634	675	717	770

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**Classification 11-B**

Digital Photo Editor

<b><u>Date</u></b>	<b><u>Starting</u></b>	<b><u>2nd yr</u></b>	<b><u>3rd yr</u></b>
03/15/09	802	866	940
07/31/16	826	892	968

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**Classification 7**

Senior Editorial Assistant

<u>Date</u>	<u>Starting</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
03/15/09	771	826	878	933	995
07/31/16	794	851	904	961	1025

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**Classification 13**

Assistant Librarian

<u>Date</u>	<u>Starting</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
03/15/09	811	868	923	981	1046
07/31/16	835	894	951	1010	1077

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**Classification 8**

Reporter, Photographer, Artist, Society Editor

<u>Date</u>	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>	<u>6th yr.</u>
03/15/09	739	803	872	967	1062	1292
07/31/16	761	827	898	996	1094	1331

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**Classification 10**

Critic, Digital Producer

<u>Date</u>	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>	<u>6th yr.</u>
03/15/09	765	834	899	992	1083	1297
07/31/16	788	859	926	1022	1115	1336

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**Classification 11**

Editorial Writer, Editorial Cartoonist, Picture Editor, Senior Producer, Section Editor

<u>Date</u>	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>	<u>6th yr.</u>
03/15/09	902	942	976	1012	1107	1306
07/31/16	929	970	1005	1042	1140	1345

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**Classification 12**

Columnist, Systems Editor, High School Sports Editor, Online News Editor, Designer, Lead Designer, Assistant Editor

<u>Date</u>	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>	<u>6th yr.</u>
03/15/09	946	1016	1086	1162	1242	1330
07/31/16	974	1046	1119	1197	1279	1370

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**Classification 19**

Community Journalist

<u>Date</u>	<u>Start</u>
11/01/12	630
07/31/16	649

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**Classification 53**

Sr. Technical Producer, Sr. Software Developer

<b>Date</b>	<b>Salary</b>
11/01/12	70,000
07/31/16	72,100

See MOA #3

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Employees paid above the minimum for their experience rating and classification shall receive a general increase at least equal to the negotiated minimum wage increase appropriate to their experience rating and job classification.

2. A night differential of \$4.00 per shift shall be paid to all full-time employees whose work day begins before 7 a.m. or extends after 7 p.m. This differential will apply only to those part-time employees who work a full shift.

Any overtime extending into night hours shall not entitle the worker to the night differential. This differential shall be included in computation of vacation pay and sick leave pay for those who regularly receive night differential.

Any employee who has a scheduled work day starting at 3 p.m. or later prior to a single day off and starts a work day at 8 a.m. or earlier following a single day off where his time off period is thirty-two (32) hours or less will receive a \$4.00 bonus in addition to any night differential he might be entitled to under the provisions outlined above.

3. Interns are defined as students currently enrolled in a college or high school program or recent college graduates. Interns may be hired up to twenty (20) weeks for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Full-time interns will be paid not less than seventy (70) percent of the beginning scale in the classification in which they work. Part-time interns will be paid not less than sixty (60) percent of the beginning scale in the classification in which they work. Interns will not be used as clerks.

## **ARTICLE XXI**

### **General Wage Provisions**

1. In the application of the schedules of minimums in Article XX, Wages, experience shall include all employment in comparable work. Employees shall be classified as to the job title and experience rating at the time of employment, transfer or promotion.

2. There shall be no reduction in salaries during the life of this agreement.

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

4. Pay for the previous two-week pay period shall be available to employees by direct deposit no later than Friday morning. The Employer may change pay dates with thirty (30) days prior notice to employees and the Union. The Employer and the Guild will work out details of the transition plan.

5. (a) The job content of each classification set forth in Article XX, Wages, is contained in the job descriptions.  
(b) No job content of classifications described in Section 5(a) above shall be altered except by mutual agreement of the parties on a new job description and applicable minimum salary. Should the Publisher create a new job, he shall furnish the Union with the proposed job description and the parties shall negotiate a new minimum.  
(c) The new minimum referred to in Section 5(b) above shall be retroactive to the date the new job content is agreed upon.
6. Any employee who works full time in a higher classification shall receive at least the minimum in the higher classification next higher than his or her regular salary while so working.

**ARTICLE XXII**  
**Expenses and Equipment**

1. The Publisher shall pay all authorized legitimate expenses incurred by the employee in the service of the Publisher.
2. Employees making their personal automobiles available for use at the authorization of the Publisher shall be reimbursed for all business miles as follows:
  - (a) Photographers, the IRS rate.
  - (b) Bureau Reporters stationed outside the metro area, the IRS rate.
  - (c) Reporters, IRS rate less 5 cents per mile.
  - (d) Each employee being reimbursed under Section 2 shall provide the minimum automobile liability, personal injury protection and uninsured/underinsured motorist coverage as required by the State of Colorado. The Denver Post shall receive in a timely manner proof of insurance coverage and shall be notified immediately by the employee if the employee becomes uninsured.
3. Necessary working equipment shall be provided by the Publisher who shall be the sole judge of need for the equipment.
4. The Publisher will reimburse up to \$50 per month for employees required by management to have a cell phone and up to an additional \$25 per month reimbursement for employees required to transmit data from their cell phone.
5. Effective the later of date of ratification or July 31, 2016, where free parking is not made available by the Company, employees who are required by the Company to make their personal automobile available for use on assignment shall pay half of the monthly parking rate charged to other employees at such location.

**ARTICLE XXIII**  
**Miscellaneous**

1. (a) An employee's byline shall not be used over his or her protest.  
(b) In editing of bylined reviews and assessments of public entertainment, affairs and events, the writer's opinions - as distinct from his or her choice of words, style and structure - shall not be changed without his or her consent, unless his or her byline is removed.

(c) If a question arises as to the accuracy of a printed news story, no correction or retraction of that story shall be printed until the Publisher has made every reasonable effort to consult with the reporter.

2. (a) The Publisher agrees to provide bulletin boards suitably placed for the exclusive use of the Guild. Maintenance of locks shall be the responsibility of and at the expense of the Guild.  
(b) Except as provided in this agreement, members and/or administrative agents of the Guild shall not conduct union business with employees on company time where such business interferes with the timely completion of work.
3. No employee to whom this contract is applicable shall be required to take over the duties of any employee in another department of the Publisher or any other newspaper in the event of a labor dispute in such other department or newspaper.
4. The employees of the Publisher shall be free to engage in any activities outside of working hours, provided such activities do not consist of services performed for media in direct competition with the Publisher and provided further that without permission no employee shall exploit his or her connection with the Publisher in the course of such activities. The employee must consult with a senior editor prior to performing any work for other media.
5. When the product of an employee's work is sold by the Publisher to any enterprise other than the one in which he or she is employed or the Publisher already is under contract with, the Publisher shall compensate said employee for such other use at a rate to be mutually agreed between the Publisher and the employee. Photographs and news stories are the property of the Publisher. If a photograph or news story is sold, the Publisher will pay the photographer or reporter half of the proceeds up to \$2,000 per transaction. If the sale price of the photograph or news story is more than \$2,000, the amount exceeding \$2,000 will be shared according to a percentage mutually agreed between the Publisher and the photographer or reporter.
6. An employee called to a jury panel shall so notify his or her supervisor in advance and will be excused from his or her work to report for this duty. If not selected as a juror, the employee shall return to work without delay and will be paid for time absent. If the employee is selected as a juror, he or she shall call his or her department head as soon as possible and inform the supervisor of his or her being selected a juror. Full wages shall be paid to the employee when so engaged as a juror. All monies received by the employee for his or her services as a panel member or juror shall be turned over to the Publisher with full endorsement.  
An employee regularly scheduled nights, provided the employee notifies his or her department head prior to the posting of the work schedule, shall be scheduled for day work and the above-mentioned provisions will apply.  
The above provisions shall also apply to any employee who is subpoenaed to testify in any court or administrative proceeding provided the employee is not a defendant in such proceedings, unless he or she is a defendant in an action that is job-related.
7. The Publisher shall provide each present employee within the bargaining unit and all employees hired within the unit after the signing of this contract with a copy of this contract and a copy of the Post-Guild Pension Plan.
8. The Publisher agrees to furnish at all times a healthful, sufficiently ventilated, properly heated, properly lighted, reasonably quiet, clean and uncrowded area that meets safety requirements established by law for the performance of all work. The employee shall assist in maintaining clean and healthful rooms in which to perform all duties. Three Guild representatives and three Publisher representatives shall be appointed as a safety committee to meet monthly or on call of any two members to discuss safety matters or implementation of this section. The Publisher shall review all recommendations of the safety committee.

9. No employee shall be assigned to any aircraft flight over his or her objection. For those employees who are assigned to aircraft flights, the Publisher shall provide not less than \$100,000 accidental death insurance protection.

10. The Publisher shall furnish to the employee and the Guild (unless the employee requests that a copy not go to the Guild) a copy of any criticism or commendation when such document is retained by a department head or supervisor or the human resources department. Supervisors shall be responsible for notifying the employee any time such statements or notes are placed in his or her file. The employee shall be allowed to place a reply to any such statement or documents in his or her file. An employee shall have the right to examine his or her file or files at reasonable times. Statements of department policies shall be in writing and posted on department bulletin boards.

11. The Publisher and the Union agree to the creation of committees for the purpose of communication or resolution of issues of mutual interest. The parties understand such committees will be advisory and consultative in character and shall not be used for discussion of contract interpretation or alleged violations of the contract nor as grievance committees. Each party shall appoint a reasonable number of members to the committee. Either party may request a meeting in writing, specifying the subject(s) desired to be discussed. Such committees shall be dissolved by mutual agreement upon the conclusion of discussions on each issue.

12. Seniority in choice of shifts shall prevail according to past practice, and seniority shall be given serious consideration in all other cases. Assignment to night shifts shall not be made for the purpose of whim or harassment.

13. It is agreed that the rights management has exercised in the past under Section 1 of Article VII-B, Employee Security, extend also and apply to Section 4 of Article VI, Grievance Procedure.

14. The Publisher and the Guild shall maintain a joint human rights committee consisting of four (4) members representing the Publisher and four (4) members representing the Guild. Its purpose shall be to give guidance in establishing programs to recruit, train, hire and promote those who may have been or who are now being denied work opportunities in the newspaper industry. It will meet at reasonable times and places by mutual agreement, but not less frequently than quarterly, shall pick its own officers and organize itself.

15. The Publisher recognizes the need for and the value of providing training that will allow equal opportunity for transfer or promotion to employees after completion of such training.

The Publisher shall accept requests for training from among employees who are interested in finding job opportunities in other job titles.

Training shall be considered by the Publisher that will provide means for present employees to find job opportunities in other job titles when openings exist.

16. The Publisher agrees to adopt the following practices in regard to use of computers in the workplace:

- (a) The Publisher and Union shall establish an Ergonomics Committee that will meet regularly to:
  - (1) Review injury/illness statistics while maintaining confidentiality.
  - (2) Review workstation and work practice standards to make recommendations to management.
  - (3) Evaluate the effectiveness of interventions in reducing the prevalence of repetitive motion injuries.
  - (4) Set up and monitor mechanisms that give employees opportunity to report repetitive motion injuries.



(b) The Publisher shall provide appropriate auxiliary equipment in regard to worksite design and lighting. The Ergonomics Committee will determine appropriate action when employees operating computers request such equipment as footrests, wrist rests, glare screens, copy holders and task lighting.

(c) Employees who continuously operate such computer equipment are entitled to a 15-minute break during both the first and second parts of their shifts in addition to their allotted lunch break period. No such rest breaks shall lengthen the employees' work day or lunch hour or alter the starting or ending times of their shifts.

17. The Publisher may continue to engage freelance writers and photographers, and contract writers without restriction, provided such individuals shall not be supplied with or given access to Company work space, materials or supplies; however, in exceptional circumstances it shall not be a violation of this agreement for these non-staff newsmen to use the Publisher's equipment on or off premises for creating, editing or entering material into the Publisher's computer system. It is agreed freelance photographers are permitted to enter digital photos or film into the Publisher's computer systems or to use the Publisher's computer systems for entering caption information. No non-staff newsmen shall function as an employee.

18. The parties agree to form a joint Employer-Union task force to explore mutually acceptable options for improved access to parking and reduced parking costs.

#### **ARTICLE XXIV Hazardous Conditions**

1. No employee shall be required to work at the unusual risk of injury, disease or death.
2. An employee assigned to work involving unusual risk shall be provided with all protection and protective devices the Publisher deems essential to the assignment.
3. Employees assigned to work within areas of riot or civil commotion shall be covered with \$100,000 accidental death and dismemberment insurance protection. Benefits shall be payable only in cases caused by riot or civil commotion.
4. Employees assigned to work within areas of riot or civil commotion shall be reimbursed for loss or damage to personal property. It is understood there shall be no duplication of benefits under this clause.

#### **ARTICLE XXV Privilege Against Disclosure and Authentication**

1. An employee may refuse to submit to outside sources, without penalty or prejudice, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of his or her sources, in connection with his or her employment. An employee also may refuse, without penalty or prejudice, to authenticate any material to outside sources. 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 employee concerned of any demand on the Publisher for such surrender or disclosure or authentication. Likewise, the employee shall notify the Publisher of any demand on the employee for such surrender or disclosure or authentication.

3. If the employee is proceeded against under law on account of his or her refusal to surrender or disclose or authenticate, the Publisher shall move to join as a party to such proceeding, provided the Publisher and employee agree on the position taken, shall meet all expenses incurred by the employee, including fees and expenses of legal counsel retained by the employee, and shall indemnify such employee against any monetary loss 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 then shall assume all liability as to expenses incurred.

4. An employee shall suffer no loss of wages, employee status or benefits under this contract as a result of his or her refusal to surrender or disclose or authenticate. 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 then shall assume all liability as to expenses incurred.

## **ARTICLE XXVI**

### **Drug and Alcohol Policy**

1. The unlawful manufacture, distribution, dispensation, sale, possession or use of a controlled substance during company time, on company premises, in company vehicles or at other work sites where employees may be assigned is prohibited.

The following is a partial list of controlled substances: (1) narcotics (heroin, morphine, etc.); (2) cannabis (marijuana, hashish); (3) stimulants (cocaine, etc.); (4) hallucinogens (PCP, LSD, designer drugs, etc.).

2. The possession, dispensation, distribution, sale or use of alcoholic beverages or marijuana during company time, on company premises, in company vehicles or at other work sites where employees may be assigned also is prohibited. A first offense of use or possession for use is not just cause for discipline greater than a first-stage written disciplinary warning. Except for use, an employee determined to be in violation of Sections 1 or 2 is subject to disciplinary action, up to and including discharge.

3. For the first offense of the use or being under the influence of illegal drugs, marijuana or alcoholic beverages on company premises, vehicles or work sites the employee will be required to undergo an evaluation by the Publisher's Employee Assistance Program (EAP) and to complete in its entirety whatever course of action the EAP shall direct, which may include random testing by a Substance Abuse Professional (SAP), at the direction of the EAP for no longer than one (1) year. The employee agrees to release information to the Publisher and Union about compliance. Nothing in this paragraph prohibits the Publisher from disciplining an employee for cause up to and including discharge.

4. Employees undergoing prescribed medical treatment with a drug that may affect performance are urged to report this treatment to Employee Health Services. The use of these drugs as part of a prescribed treatment program is not a violation of this policy, but such use of a drug by an employee while performing company business or while in any company facility is prohibited if such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Company. The employee may be required to use sick leave, take a leave of absence or comply with other appropriate action determined by a physician.

5. Any employee who is convicted under a criminal drug statute for a violation of law occurring in the workplace or who pleads guilty or nolo contendere to such charges must notify the Company within five (5) days of such conviction or plea. Failure to do so will result in disciplinary action, including discharge. Employees

convicted or who plead guilty or nolo contendere to such drug-related violations are subject to disciplinary action up to and including discharge and/or mandatory attendance and successful completion of a drug abuse assistance or similar program as a condition of continued employment.

6. The Company will make available information about community resources or assessment and treatment. In addition, the Company will provide supervisors training to assist in identifying and addressing controlled substance use by employees.

7. Under its benefits program, the Company will provide confidential counseling and health care programs for employees and their families who seek treatment of problems related to drugs or alcohol. Employees receiving help from the EAP or other recognized professional treatment sources may do so without jeopardizing their employment. Participation in treatment programs will not restrict enforcement of this policy or any employee's obligation to comply with it. Employees who use the EAP of their own volition may do so with complete confidentiality. Information on contacting the EAP is available from the Human Resources Department, Employee Health Services or the Union.

8. To ensure the safety of the work place and the work force, the Company will take the following steps:

(a) Whenever there is probable cause to believe that use of illegal drugs is adversely affecting fitness for duty, the Company will require an employee to submit to a test for determining use of illegal drugs.

(b) Whenever there is probable cause to believe that use of alcohol or marijuana is adversely affecting fitness for duty, the Company may require an employee to submit to a test for determining the use of alcohol or marijuana.

(c) "Probable cause" shall include the facts and circumstances of any incident or observation, including, but not limited to, behavioral indicators of possible alcohol or drug use affecting fitness for duty and may also include employee involvement in an accident, if the accident results in the following:

- 1) A fatality;
- 2) A bodily injury to a person, who as a result of the injury immediately receives medical treatment away from the scene of the accident; or
- 3) Property damage that results in significant financial loss to the Employer.

In such situations, the Employer will require the employee to immediately submit to drug and/or alcohol testing and to agree to grant permission to any medical treatment provider and any hospital or other medical treatment facility to perform such testing if the employee receives immediate medical treatment away from the scene of the accident.

(d) No employee may be requested to submit to such testing without the prior authorization of one vice president of the Company based on the information provided by the supervisor or manager. Authorization will not be given without probable cause.

(e) Refusal to submit to a test will be handled in the same manner as a positive test.

(f) Employees required to test for use of drugs and/or alcohol will be dismissed for the remainder of the shift. If the test proves to be negative, the employee shall be compensated by a full day's or night's pay.

(g) The first-time positive results of testing indicating use of a controlled substance or alcohol shall be used to encourage appropriate rehabilitative measures. The Company will require the employee to consult with the Employee Assistance Program (EAP). Disciplinary steps may be taken or discharge may result from further positive testing. Nothing herein prevents the Company from disciplining employees for just cause.

(h) Reasonable accommodation for rehabilitation and return to work will be made unless the employee would be in imminent danger of injury.

(i) Employees may use available vacation or floating holidays while awaiting release to work from the EAP.

#### **ARTICLE XXVII No Strikes**

The Union and employees agrees they will not authorize, ratify, or condone any work stoppage, including strikes, sympathy strikes, wildcat strikes or sit-downs during the term of this Agreement. In the event of any work stoppage described herein, the Union will immediately use its authority and best efforts to cause prompt resumption of work. The Publisher agrees not to lock out the Union and employees during the term of this Agreement.

#### **ARTICLE XXVIII Management Rights**

Subject to the terms of this Agreement, the Publisher is vested with the management of the business, the operation of departments covered by the collective bargaining agreement and the authority to execute all the various duties, functions and responsibilities incident thereto. The Publisher reserves and retains solely and exclusively all of its normal, inherent and common-law rights to manage the business.

#### **ARTICLE XXIX Duration and Renewal**

1. This agreement shall commence on July 31, 2016, and expire July 31, 2019, and shall inure to the benefit of and be binding on the successors and assigns of the Publisher. At any time within nine (9) months immediately prior to the expiration date of this agreement, the Publisher or Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

2. If the Employer decides for any reason that it will cease operations it shall notify the Union at least 60 days prior to the effective date of such closure.

ACCEPTED AND AGREED

FOR THE UNION:

Kieran Nicholson  
Emilie Rusch  
LeAnna Efird  
TJ Hutchinson  
Jennifer Brown  
Tony Mulligan

FOR THE PUBLISHER:

Missy Miller  
Lee Ann Colacioppo  
Linda Shapley  
Linda Shapley  
Daniel Petty

Date Signed: August 9, 2016

### **MEMORANDUM OF AGREEMENT NO. 1**

The Publisher may engage freelance writers to cover Colorado pro soccer and lacrosse teams. Additional beats may be staffed with freelance writers upon mutual agreement of the Publisher and Guild.

FOR THE UNION:

Allison Sherry  
Jeffrey Leib  
Allen Daniel  
Thomas McKay  
James E. Ludvik  
Tony Mulligan

FOR THE COMPANY:

Missy Miller  
Gary Clark  
Kevin Dale  
Jeanette M. Chavez

Date: March 11, 2008

**MEMORANDUM OF AGREEMENT NO. 2**

Upon request, the Publisher shall pay reasonable taxi cab fare for employees leaving The Denver Post Washington DC bureau at night when there are legitimate safety concerns.

FOR THE UNION:

Allison Sherry  
Jeffrey Leib  
Allen Daniel  
Thomas McKay  
James E. Ludvik  
Tony Mulligan  
Date: March 11, 2008

FOR THE COMPANY:

Missy Miller  
Gary Clark  
Kevin Dale  
Jeanette M. Chavez

**MEMORANDUM OF AGREEMENT NO. 3**  
**Concerning Sr. Web Software Developer Position**

The Company and the Union (collectively the “Parties”) agree that the job title of Sr. Web Software Developer will be added to the collective bargaining agreement that covers The Denver Post newsroom. The Parties also agree that this title is being added specifically for Joe Murphy, who will continue to be covered by the terms of the newsroom collective bargaining agreement except as specified by this Agreement. If Joe Murphy leaves the job title of Sr. Web Software Developer, that job title will no longer be valid in this collective bargaining agreement.

The Sr. Web Software Developer job title currently exists in the labor agreement between the Parties covering all departments except the newsroom. It is agreed that any future hires in the Sr. Web Software Developer position, even if the person works in the newsroom, will be covered by the collective bargaining agreement between the Parties that covers all other departments, excluding the newsroom.

Job Description: See Attachment A for the Sr. Web Software Developer job description.

Wages: Position is salaried with minimum annual wage of \$70,000. Joe Murphy will be placed at \$71,000 July 5, 2010. Annual increases are based on performance, and the annual percentage increase will not be less than the negotiated increase for the hourly positions. Employees have the right to bargain for individual pay increases on their own behalf. For salaried employees, pay above established minimums shall be treated as increased salary, not merit pay.

Hours

The covered position of Sr. Web Software Developer is an FLSA-exempt salaried position. Salaried employees shall work the hours needed to complete assigned work at such times that the work needs to be performed, and shall not be held to a set work-day or work-week.

The Parties recognize that at times the nature of the work requires long, irregular hours including weekend and evening work. The Employer will not act unreasonably in the assignment of work or the scheduling of employees.

When periods of extraordinary workload are completed, an employee may request and the Employer may grant additional day(s) off with pay, not to be unreasonably denied.

In the event that an employee works late in the night, such employee will be permitted to arrive at work later the next day within reason.

ACCEPTED AND AGREED

FOR THE UNION:

Thomas McKay  
Kieran Nicholson  
James E. Ludvik  
Kevin Hamm

FOR THE PUBLISHER:

Missy Miller  
Linda Shapley  
Tim Rasmussen  
Kevin Dale



Kyle Wagner  
Tony Mulligan

Date Signed: November 1, 2012

**MEMORANDUM OF AGREEMENT NO. 5**  
**Concerning the jurisdiction of design work in the Editorial Department**

As an exception to Article II, Jurisdiction of this collective bargaining agreement, the Parties agree as follows:

After ratification of the full Collective Bargaining Agreement, The Denver Post may outsource editorial design work previously performed by Guild-covered employees, except as limited by this Agreement.

The Guild retains jurisdiction over editorial design work performed by employees of The Denver Post. Any and all design work remaining that has been performed by bargaining unit employees shall continue to be performed by bargaining unit employees.

The Company will provide a sixty (60) day notice of its intent to outsource Guild-represented design work in the Editorial Department. The Company will not eliminate any Guild-represented designer positions prior to February 1, 2017. This restriction does not include termination for cause. Outsourcing shall not result in the layoff of the two Lead Designers.

The Company may offer, and affected employees may voluntarily accept other positions within the Company. In such case, the employee will receive the pay of the new position and would not be eligible for the benefits described below in any future staff reductions.

Once the sixty (60) day notice is given to the Union and the Guild-represented employees, impacted employees will receive the following provided they remain employed through the termination date determined by the Company.

a. **For Designers with 20+ years of full-time continuous service OR age 55+:**

- One (1) week's pay for each six (6) months of continuous full-time service or major portion thereof, plus an additional eight (8) weeks of pay to a maximum of fifty-two (52) weeks of pay.
- The cash equivalent of twelve (12) months of the Employer's share of medical insurance premiums based on the employee's enrollment level, if enrolled in the Employer's medical plan at the time of termination.

b. **For Designers with less than 20 years of full-time continuous service:**

- One (1) week's pay for each six (6) months of continuous full-time service or major portion thereof, plus an additional four (4) weeks of pay.
- The cash equivalent of six (6) months of the Employer's share of medical insurance premiums based on the employee's enrollment level, if enrolled in the Employer's medical plan at the time of termination.

c. The amount of separation pay in (a) and (b) above shall not be reduced by any Supplemental Retirement Amount, if available.

d. The separation pay in (a) and (b) above shall be computed at the highest regular weekly rate of pay received by the employee in the previous calendar year. Continuous full-time service includes continuous full-time service since the employee's current full-time hire date at the Company and includes union-represented and non-union service.

If The Denver Post creates positions to perform design work previously performed by bargaining unit employees, laid off employees shall have recall rights as provided in Article VII-B, Employee Security of the Collective Bargaining Agreement.

[Signature page follows.]

ACCEPTED AND AGREED

FOR THE UNION:

Kieran Nicholson  
Emilie Rusch  
LeAnna Efird  
TJ Hutchinson  
Jennifer Brown  
Tony Mulligan

FOR THE PUBLISHER:

Missy Miller  
Lee Ann Colacioppo  
Linda Shapley  
Linda Shapley  
Daniel Petty

Date Signed: August 9, 2016