

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**GATEHOUSE MEDIA COLORADO HOLDINGS, INC.  
(THE PUEBLO CHIEFTAIN)**

**and**

**DENVER NEWSPAPER GUILD  
CWA LOCAL NO. 37074  
AFL-CIO-CLC**

**EFFECTIVE  
September 1, 2019 - August 31, 2020**

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**ARTICLE 1  
PARTIES AND TERMS**

1. The Agreement is effective September 1, 2019 through August 31, 2020, between GateHouse Media Colorado Holdings, Inc., Publisher of the Pueblo Chieftain, a corporation hereinafter known as the Publisher, and the Denver Newspaper Guild-CWA Local 37074, a local chartered by The NewsGuild – CWA (AFL-CIO, CLC), hereinafter known as the Guild, for itself and on behalf of all the employees of the Publisher in the Editorial, Commercial (including Advertising, Business and Circulation sub-departments) and miscellaneous departments, including all of the employees of the Publisher, excluding only those not otherwise provided for in this Agreement.

2. The bargaining unit as of July 25, 2018 consisted of those employees and positions listed on Attachment A.

**ARTICLE 2  
EXCEPTIONS**

1. The Publisher shall notify the Guild of any additional exemptions. All exemptions must conform with the criteria of manager, supervisor, or confidential employee as established by the National Labor Relations Act, as amended, and as interpreted and applied by the National Labor Relations Board and the Federal courts. Any dispute regarding new exemptions proposed or challenged during term of this agreement shall be subject to grievance and arbitration procedures defined in Article 15, Grievance Procedure.

2. See Attachment A, a list of Exempt employees and titles, Guild covered employees and titles, and non-represented employees and titles as of July 25, 2018

**ARTICLE 3  
GUILD SHOP**

1. Within thirty days of hire, the Guild president, or his/her designee, shall be allotted up to one hour of company time with a new bargaining unit employee for the purpose of explaining the role of the Guild at the Chieftain.

2. An employee shall have a 15-day option period prior to his/her first employment Anniversary and each anniversary thereafter during which time he/she may serve notice and resign from the Guild and/or cease paying dues or fees to the Guild and retain his/her employment.

3. Upon an employee's voluntary written assignment, the Publisher shall deduct from the earnings of such employee and pay to the Guild no later than the tenth (10th) day of the month following the month of such deductions, all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues furnished the Publisher by the Guild. Such schedule may be changed by the Guild at any

time, on at least thirty (30) days' notice. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

**ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

TO: The Pueblo Chieftain

I hereby assign to The Denver Newspaper Guild CWA Local No. 37074 ("Guild"), and authorize the Publisher to deduct from any wages/salary earned or to be earned by me as its employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the 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 Guild not later than the tenth (10th) day of the month following the month of such deductions.

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 the Publisher and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year 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 registered mail not more than thirty (30) days and not less 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

Date \_\_\_\_\_

5. The Guild shall indemnify and save the Publisher harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Publisher in fulfilling terms of this Article.

6. If, pursuant to Colorado Revised Statutes Section 8-3-108, an election is conducted to approve an all-union requirement and a certification is obtained from the Colorado Department of Labor and Employment (CDLE), the Publisher agrees to meet with the Guild and bargain in good faith regarding whether to agree to an all-union requirement and, if so, the

implementation and enforcement of the all union requirement. Nothing herein constitutes an agreement by the Publisher to an all-union requirement and the Publisher reserves all rights and defenses with respect to any petition, election or other proceeding pursuant to Colorado Revised Statutes Section 8-3-108.

#### **ARTICLE 4 HIRING**

1. The Publisher shall hire and provide equal opportunity for transfer or advancement to employees without regard to age, gender, race, creed, color, national origin, sexual orientation, gender identity, political activities or political beliefs, or disability.

2. New employees will be required to serve a probationary period of one hundred eighty (180) days. During a probationary period an employee may be discharged for any reason, except for a proven violation of the no discrimination clause. A probationary employee shall have no recourse to the Grievance or Arbitration procedures set forth in this agreement concerning such discharge. This probationary period may be extended up to three months by mutual agreement between the Publisher and the Guild.

3. Where the Publisher fails to promote an employee to a higher position, the individual, upon request, shall receive an explanation from the Publisher.

#### **ARTICLE 5 INFORMATION**

1. The Publisher shall supply the Guild, no more than one time per year, upon written request with a list containing the following information for all employees on the payroll:

- (a) Name, address, sex and date of birth
- (b) Date of hire
- (c) Classification
- (d) Original date of hire within GateHouse Media in the event that an employee transferred directly (without any break in service) from another GateHouse Media property and the employee has expressly made the Publisher aware of this fact.
- (e) Wage/Salary rate
- (f) Average hours worked weekly by part-time employees during a twelve (12) month look-back period of October 1 through September 30.

2. The Publisher shall notify the Guild monthly in writing of:

- (a) Pay increases by name of employee, individual amount, resulting new wage/salary and effective date.
- (b) Changes in classification, any wage/salary changes by reason thereof, and effective date.

(c) Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.

3. Within one (1) week after the hiring of a new employee, the Publisher shall furnish the Guild in writing the data specified in Section 1 for each new employee.

**ARTICLE 6  
PART-TIME AND TEMPORARY EMPLOYEES AND INDEPENDENT CONTACTORS**

Part-time employees are those employees scheduled to work less than 36 hours per week and receive no benefits except 401(k) and other benefits as required by law.

A temporary employee is employed for a special project, for a period of no more than six (6) months, except in the 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 a temporary employee is hired, the Guild shall be notified of the temporary or special project that requires such hiring and the anticipated duration of such project.

Temporary employees and Independent Contractors are not eligible for any benefits.

The Publisher will continue to use Independent Contractors as per past practice.

There shall be no restrictions on the use of part-time employees, temporary employees, or independent contractors by management except as provided by this Article.

**ARTICLE 7  
WAGES**

1. **Minimum Rates.** Effective September 1, 2019, the minimum rates will be:

Job Titles/Categories	Hourly Rates/Salaries
Classified Inside Sales	\$12.00
Clerk PWV	\$12.00
CSR Clerk	\$12.00
District Manager	\$12.00
Graphic Artist	\$12.50
Mailer	\$12.50
Newsroom Media Assistant	\$12.00
Obits Clerk	\$12.00
Photographer	\$13.40
Reporter	\$13.40
Retail Sales Coordinator	\$12.00
Senior Graphic Designer	\$14.50

Sports Clerk	\$12.00
Multi-Media Sales Executive	\$23,908.40

2. **Out-of-Title Work.** An employee assigned to fill in for a supervisor or in a supervisor/editor role shall receive a \$2.00 per hour wage differential in addition to their regular wage for each hour performing the supervisor/editor role. Such wage differential will be used to calculate overtime per applicable law.

3. **Vacancies/Promotions.** Present employees will be given consideration when vacancies in higher classifications occur. Women and minority groups will be given full and equal opportunity and consideration when vacancies occur. Notice of any vacancy shall be posted on the bulletin boards in all Guild departments for one week before the vacancy is filled. Where qualifications and skills are relatively equal, an internal candidate will have preference over an external candidate.

4. **No Reductions.** There shall be no reduction in wages/salaries during the life of this Agreement, except as otherwise provided in this Agreement or as otherwise agreed by the parties.

5. **New Positions.** Should the Publisher create a new job in the bargaining unit, he/she shall furnish the Guild with the proposed job description and the parties shall negotiate the minimum rate for that job.

6. **Individually Bargained Increases.** The rates in Section 1 above are minimum rates and nothing in this Agreement shall prevent employees from bargaining individually for pay increases. Individual merit may also be acknowledged by bonus or pay increases.

7. **Direct Deposit.** The Publisher will offer to pay wages and salaries via direct deposit.

8. **Exempt Employees.** The parties agree that Multi-Media Sales Executives are outside sales staff who are exempt from overtime. Such employees will be paid on a salary basis at the salary listed in Section 1 above.

9. **Signing Bonus.** The Publisher will pay a one-time signing bonus in the gross amount of \$500, less applicable deductions, to bargaining unit employees who are on the active payroll on the date of ratification AND on the date of payment. The amount of the signing bonus will be pro-rated for part-time employees. Payment will be made within thirty (30) days of the execution of this agreement.

## ARTICLE 8 HOURS AND OVERTIME

1. The workweek for full-time employees shall be 40 hours. If the Publisher believes, based on economic conditions, a reduction in hours (by department or workforce) is needed rather than laying off employees, the parties agree to meet and discuss such proposed change. Nothing in this provision shall infringe on the Publisher's right to reduce the workforce per the Reduction in Work Force provision.

2. The regular working day shall generally consist of eight (8) hours falling within nine (9) consecutive hours. Longer or shorter days may be scheduled and/or worked based on operational needs, but no full-time employee shall be scheduled for less than forty (40) hours.

(a) The Publisher may schedule employees for a 4-day 40-hour week on an individual basis under this section. The working day under this Section shall generally consist of ten (10) hours falling within eleven (11) consecutive hours.

(b) Upon an employee's request, time off may be granted for personal leave, the time to be made up during the workweek with the approval of the supervisor.

3. The Publisher shall compensate for overtime after forty hours worked in a workweek, after twelve (12) hours worked in a work day, and all hours worked on a sixth or seventh day in a workweek at the rate of time and one-half (x 1 ½). Employees called in to work on her/his scheduled day off shall be paid time and one-half (x 1 ½) for all time worked, with a minimum of four (4) hours. There shall be no pyramiding of overtime or premium pay for the same hours, unless specifically required by law. The pyramiding restriction above shall not reduce out-of-title pay provided for in Article 7 (Wages), Section 2.

4. The Publisher shall cause a record of all overtime to be kept. Such a record shall be made available to the Guild on reasonable request. Changes in an employee's regular work hours or days shall be made with one week's advance notice given to the employee. A shorter notice period can be used if mutually agreed to by the employee or if an emergency exists.

5. Full-time employees called back after the regular day's or night's work will be paid at time and one-half (x 1 ½) for all hours worked with a minimum guarantee of two (2) hour's pay.

6. Part-time employees called back after the regular day's or night's work will be paid for all time worked at the hourly wage with a minimum guarantee of two (2) hour's pay.

7. The Publisher at its discretion, or upon request by the affected employee, may make changes in the employee's schedule to avoid overtime within the workweek. Such changes shall be kept to a minimum.

## **ARTICLE 9 SEVERANCE**

1. All full-time employees who have completed at least 180 days of employment who are involuntarily terminated as a result of layoffs or whose voluntarily resignation is accepted by the Publisher during a layoff as provided in Article 17 (Reductions of the Workforce), Section 3, are eligible to receive severance pay.



2. Severance pay as provided in Section 1 above shall be one (1) week of regular pay for each completed year of service or major portion thereof, up to a maximum of fifteen (15) weeks. For purposes of calculating severance pay, employees will receive credit for years of continuous service with Star Journal Publishing Corporation at the Pueblo Chieftain prior to GateHouse Media assuming ownership and for all service for the Publisher thereafter.

3. The payment of any severance shall be conditioned on the employee signing, and thereafter not revoking, a general waiver, release, and covenant not to sue. The general waiver, release, and covenant not to sue shall be negotiated between the Guild and the Publisher.

4. The employee's signing of a general waiver, release, and covenant not to sue does not waive the Guild's right to grieve an alleged violation of this Agreement, including an alleged violation of Article 17 of this Agreement. However, an employee who signed a general waiver, release, and covenant not to sue waives the right to obtain any benefit from any Guild grievance, with the exception of a grievance under Article 17, Section 2 regarding the employee's selection for layoff or a grievance alleging a violation of this Agreement that arose after the employee's execution of the general waiver, release, and covenant not to sue (including but not limited to grievances asserting a violation of Article 17, Section 5).

5. A Guild grievance under Article 17, Section 2 on behalf of any employee who signed a general waiver, release, and covenant not to sue may only raise a contractual violation concerning the Publisher's selection of the employee for layoff based on qualifications, and not any other claim that the employee waived in the general waiver release, and covenant not to sue (including but not limited to discrimination or retaliation claims). If a Guild grievance under Article 17, Section 2 results in the employee's reinstatement, all but \$1,000 of his/her severance shall be an offset against back pay/benefits, if any, and his/her general waiver, release, and covenant not to sue will remain effective notwithstanding the reinstatement.

## **ARTICLE 10**

### **401K**

Subject to applicable law, all employees are eligible to participate in the Publisher's 401k Plan beginning the first day of the month following thirty (30) days of employment. The Publisher match shall be 25% of the first 6% of an employee's pre-tax earnings he/she contributes to the 401k Plan. Other than the eligibility requirement and match specified above, employee participation is subject to the terms and conditions of the Publisher's 401k Plan, as may be amended from time to time without the need for further bargaining during the life of this Agreement.

**ARTICLE 11  
HOLIDAYS**

1. Each full-time employee shall have the following holidays with full pay.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

2. In addition to the above, full-time employees may take their two (2) floating holidays each calendar year, the specific dates to be approved by the employee's manager.

3. An employee whose regular day off falls on a holiday shall be given another day off in the same work week, to be determined by the supervisor after consultation with the employee. Whenever a holiday falls within an employee's vacation period, the day shall be paid as a holiday and shall not be treated as a vacation day. All hours worked beyond forty (40) in a holiday week, shall be paid at 1 ½ times the employee's regular pay. Paid time off hours will not count toward hours worked for the calculation of overtime.

4. An employee, full-time or part-time, required to work on any holiday shall be paid at the rate of 1 ½ times his or her regular pay for each hour worked. Full-time employees shall also be granted a day off with pay, such day to be taken within a thirty (30) day period before or following the holiday, at a time that is mutually agreed between the Publisher and the employee. At management's option the full-time employee may be paid time and a half for the holiday hours worked plus eight (8) hours of regular pay instead of a day off. If needed management will schedule the employee a day off within thirty (30) days, before or after, the recognized Publisher holiday. If the day is not scheduled and taken as provided above, the employee shall be paid regular straight-time pay for the day.

**ARTICLE 12  
VACATIONS**

1. Full-time employees will earn and use vacation as provided in Section 2 below. Service of less than a full year will result in prorated vacation amounts. For the purpose of calculating vacation accrual, employees will receive credit for years of continuous service with Star Journal Publishing Corporation at the Pueblo Chieftain prior to GateHouse Media assuming ownership and all service for the Publisher thereafter.

2. Regular full-time employees are eligible to earn and use paid vacation time in accordance with the following schedule based on eligible length of service:

- (a) January 1<sup>st</sup> of the year of hire is considered the anniversary date for vacation purposes;

- (b) For anniversary years 1-4 an employee is eligible for up to ten (10) days of vacation per calendar year. The employee will earn and accrue vacation time for which they are eligible at a rate of 1.54 hours per week.
- (c) For anniversary years 5-9 an employee is eligible for up to fifteen (15) days of vacation per calendar year. The employee will earn and accrue vacation time for which they are eligible at a rate of 2.31 hours per week.
- (d) For anniversary years 10 and beyond an employee is eligible for up to twenty (20) days of vacation per calendar year. The employee will earn and accrue vacation time for which they are eligible at a rate of 3.08 hours per week.
- (e) The vacation accruals set forth above are based on a forty (40) hour week (or eight (8) hours per day).
- (f) During vacations, employees shall receive their regular base rate of pay, which does not include overtime or any special forms of compensation such as incentives, commissions, discretionary bonuses or shift differentials.

3. Effective January 1, 2020, employees may not borrow vacation time, but may carry over vacation time from year to year. Upon separation, the Publisher may recover pay for unaccrued vacation from the employee's final pay, except in the case of layoff.

4. Upon separation of employment, an employee or his or her estate in case of death shall receive accrued but unused vacation pay, if any.

5. Vacation must be requested from an employee's supervisor and approved in advance. Vacation shall be scheduled so as to have the minimum interference with efficient operations. The Publisher shall have the right to exercise discretion in the administration of paid vacation, including the right to require employees to sign up for vacations and the right to deny vacation requests to ensure efficient operation of the department. Vacation requests shall not be unreasonably denied.

6. The Publisher reserves the right to require the use of paid vacation time in lieu of unpaid time off unless restricted by Federal, State and/or Local laws.

### **ARTICLE 13 MEDICAL AND OTHER BENEFITS**

1. **Health Insurance.** The Publisher shall make available to all full-time employees the same health insurance plan(s) available to non-union employees of the Publisher, subject to amendments that may be made to those plans from time to time without the need for further

bargaining. Plan design, including benefit levels, co-payments, co-insurance, out-of-pocket maximums, and deductibles shall be equivalent to those offered to non-union employees at the Pueblo Chieftain. To the extent required by law, health insurance on the same terms shall be offered to part-time employees working on average at least 30 hours per week or 130 hours per calendar month. New employees are eligible to participate in the insurance program beginning the first day of the month following thirty (30) days of employment. If an employee does not enroll at that time, enrollment may occur only during open enrollment or upon the occurrence of a qualifying event, as defined by law or the terms of the applicable plan.

2. **Dental and Vision Insurance.** The Publisher shall make available to all full-time employees the same dental and vision insurance plan(s) available to non-union employees of the Publisher, subject to amendments that may be made to those plans from time to time without the need for further bargaining. Plan design, including benefit levels, co-payments, co-insurance, out-of-pocket maximums, and deductibles shall be equivalent to those offered to non-union employees at the Pueblo Chieftain.

3. **Premium Contributions.** Employees will contribute the following biweekly amounts towards health, dental and/or vision insurance premiums for 2019 and 2020. Employee premium contributions in subsequent years shall be equivalent to the premium contributions of non-union employees at the Pueblo Chieftain.

Coverage Category	Excellus BCBS Basic	Excellus BCBS BASIC with smoker	Excellus BCBS Enhanced	Excellus BCBS ENHANCED with smoker	Excellus BCBS CDHP	Excellus BCBS CDHP with smoker surcharge
Employee	\$ 82.82	\$ 115.13	\$ 122.49	\$ 154.80	\$59.52 <sup>1</sup>	\$ 91.84 <sup>1</sup>
Emp + Spouse	\$ 199.38	\$ 231.69	\$ 290.51	\$ 322.82	\$ 145.37 <sup>2</sup>	\$ 177.68 <sup>2</sup>
Emp +	\$ 176.10	\$ 208.41	\$ 252.78	\$ 285.10	\$ 141.55 <sup>2</sup>	\$ 173.86 <sup>2</sup>
Family	\$ 267.36	\$ 299.68	\$ 372.26	\$ 404.57	\$ 190.11 <sup>2</sup>	\$ 222.42 <sup>2</sup>

Coverage Category	MetLife Dental PPO	VSP Vision
Employee	\$ 14.17	\$ 2.76
Employee + 1 Dependent	\$ 30.99	\$ 6.39
Family (Employee + 2 or more)	\$ 46.52	\$ 9.39

<sup>1</sup> Will receive employer HSA contribution \$400 annually, funded quarterly. Must be enrolled 1<sup>st</sup> day of quarter for contribution.

<sup>2</sup> Will receive employer HSA contribution \$800 annually, funded quarterly. Must be enrolled 1<sup>st</sup> day of quarter for contribution.

4. **Other Benefits.** Full-time employees are covered by the Gatehouse Media Benefit Program on the same basis as those benefits are provided to non-union employees at the Pueblo Chieftain, subject to amendments that may be made to those plans from time to time without the need for further bargaining.

5. Notwithstanding the provisions of this Article, the Guild does not waive its right and explicitly retains its right to bargain over future plan design, premiums and/or other health benefits changes following the expiration of the Agreement.

#### **ARTICLE 14 SICK/PERSONAL DAYS**

1. The Publisher will provide regular full-time employees up to five (5) sick and five (5) personal days per calendar year (beginning January 1, 2019). Except as otherwise required by law, paid personal time and paid sick time shall not carry over from one calendar year to the next and will be forfeited if unused. Unused personal or sick time will not be paid out at termination.

2. Effective January 1, 2020, annual personal time and sick time will be made available on January 1 each year. Upon hire to full-time employment later in the year, employees shall receive a prorated amount of personal and sick time, each reduced by 0.77 hours for each full week in the year that has passed.

3. Personal time may be taken in hourly increments for hourly employees and in half-day increments for salaried, overtime-exempt employees, unless otherwise required by law. To take paid personal time, employees must request advance approval from their supervisor. Requests will be reviewed based upon a number of factors in the Publisher's discretion, including business needs and staffing requirements. Requests to take personal time shall not be unreasonably denied.

4. Sick time may be used in the event of sickness, injury or time off for medical or dental appointments of the employee or the employee's dependents. Sick time may be taken in hourly increments for hourly employees and in half-day increments for salaried, overtime-exempt employees, unless otherwise required by law.

5. Except in the event of an emergency, an employee who takes an unscheduled day off is required to notify their supervisor before the scheduled start of their workday. Family members may only notify a supervisor of an employee's absence in unavoidable circumstances. Notification may be made by fax, email, phone and/or leaving a voicemail message on the supervisor's phone(s). It is the employee's responsibility to request an acknowledgement of his/her message from the employee's supervisor whenever possible. In the event that an employee may require more time off than one unscheduled day off, the employee must follow up with the supervisor on each day of absence. Supervisors are responsible for ensuring that his/her employees know of his/her preferred method of notification for absences.

6. Employees who are absent for three (3) or more consecutive days due to illness or injury may be requested to provide a physician's statement verifying an illness or injury and its beginning and expected ending dates.

7. The Publisher reserves the right to require the use of paid sick and/or paid personal time in lieu of unpaid time off unless restricted by Federal, State and/or Local laws.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

1. In order to promote harmonious relations between the Parties, any disputes regarding the interpretation of this agreement, discharges, discipline, wages and/or other terms and conditions of employment or operating conditions, shall first be presented to Management within fourteen (14) calendar days of the event giving rise to the dispute or within fourteen (14) days after the employee or the Guild knew, or by reasonable diligence should have known, of the facts giving rise to the dispute. The Guild must present such disputes in a written grievance, which will explain the dispute, will include a specific statement of the remedy sought, and request a meeting of a grievance committee regarding the dispute. Written grievances submitted outside of the fourteen (14) calendar day time limit are untimely and will not be addressed.

2. A grievance committee of not more than two (2) Pueblo Chieftain bargaining unit employees designated by the Guild and not more than two (2) Management representatives designated by the Publisher shall discuss a timely grievance. The Guild may substitute the Local 37074 Administrative Officer for one of the two (2) Pueblo Chieftain bargaining unit employees designated by the Guild. Such meeting shall be held as promptly as possible after the Publisher receives the written grievance, but in any case within seven (7) calendar days thereafter.

3. If the grievance committee resolves the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each party and, if applicable, affected employee(s). If the grievance committee is not able to resolve the dispute, the Publisher, or its designated representative, shall respond to the grievance in writing within fourteen (14) calendar days of the meeting.

4. In the event the procedure in Sections 1 to 3 above does not result in a resolution of the grievance and/or the Publisher fails to respond within the fourteen (14) calendar day time period in Section 3, the Publisher or the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within twenty (20) calendar days after the Publisher's written response to the grievance or the expiration of the fourteen (14) calendar day time period for such response, whichever is earlier. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Publisher and the Guild may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

5. Grievances may not be consolidated for arbitration unless the Parties agree to do so in writing. However, contemporaneous occurrences or non-occurrences that affect numerous similarly-situated employees may be combined in a single grievance.

6. In the event that the dispute is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed, withdrawn, and waived. Additionally, neither party shall be obligated to arbitrate after the Agreement is terminated.

7. If the grievance committee cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from an arbitration panel obtained from the Federal Mediation and Conciliation Service (FMCS). The party demanding arbitration shall request a panel of seven arbitrators, including the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. If the parties cannot agree on one of the seven arbitrators listed on the panel, the Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected.

8. After an arbitrator is selected, the arbitration hearing shall be held promptly. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by the Publisher and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.

9. The arbitrator shall limit his/her decision to the application and interpretation of the provision(s) of this Agreement and shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.

10. The award of the arbitrator shall be in writing, and shall be final, conclusive, and binding on the Publisher, the Guild, the grievant(s), and the employees(s) involved.

11. In the event the arbitrator awards back wages or other retroactive relief, such remedy shall not be retroactive any earlier than fourteen (14) calendar days before the written grievance was received by the Publisher. No award of back wages shall exceed the amount of wages the employee would otherwise have earned at the Pueblo Chieftain for the relevant time period, less any unemployment, workers' compensation, and/or disability benefits he/she received during the same time period, and less any other income that would not have been available or earned had the employee retained his/her employment with the Publisher.

12. If the Guild desires to have employees participate in an arbitration proceeding, the Guild must provide the Publisher with seven (7) calendar days advance written notice.

13. The time limits contained in this Article are considered to be of the essence, but the Parties may mutually agree in writing to extend such time limitations.

14. The Parties jointly acknowledge the importance of the supervisor-employee relationship to the efficient, harmonious conduct of the Publisher's business and to the workplace communications process. The Parties likewise acknowledge that this relationship is not a substitute for the employee's right to request and receive assistance from the Guild regarding his/her rights under this Agreement and labor and employment law, provided such request and assistance does not interfere with the work of any employees or the Publisher's newspaper operation.

**ARTICLE 16**  
**EMPLOYEE DISCIPLINE AND DISCHARGE**

1. Except as provided in Article 4, Section 2, there shall be no disciplines or dismissals except for just cause.

2. The employee shall be notified in writing of the reason for his/her dismissal.

3. Management will provide fair treatment to all employees and provide coaching that is prompt, uniform and impartial. The major purpose of any corrective action is to re-establish performance expectations, correct the problem, prevent recurrence and prepare the employee for sustained and satisfactory performance in the immediate future. In the event that disciplinary action is deemed necessary, it shall generally be applied in the following order:

- (1) Verbal warning
- (2) Written warning
- (3) Suspension without pay, or last and final warning
- (4) Termination of employment

The Publisher shall furnish to the employee a copy of any criticism, simultaneously with its being placed in the employee's personnel file. The employee shall be allowed to place in such a file a response to anything contained therein which such employee deems to be adverse. Any such response shall be written on an employee's own time and not done on employer time. An employee shall have the right to review the employee's personnel file by appointment with Human Resources and upon request shall be provided copies of all materials in the employee's file. No derogatory personnel record shall have any effect after twelve (12) months following its date, providing there has been no subsequent derogatory personnel record for like cause filed in the interim. For any step prior to termination, management may utilize any of the disciplinary steps more than once.

Management may at its discretion, based on the severity of the situation, move to any step of progressive discipline including termination. Except as provided in Article 4, Section 2, the Guild may grieve any discipline as provided for in the Grievance Procedure.

**ARTICLE 17**  
**REDUCTIONS OF THE WORKFORCE**

1. When dismissals are to reduce the force, the Publisher shall notify the Guild, on or before the day the layoffs are to take effect, of the job title(s) and number of employees affected. The Publisher shall also notify affected employees on or before the day the layoffs are to take effect.

2. Dismissals to reduce the force shall be made in inverse order of seniority within the affected job title, provided those remaining are qualified, in the judgement of the Publisher, to perform the work required. However, a junior employee may be retained if, based on



objective and quantifiable criteria as determined by the Publisher through its formal evaluation process, he/she is significantly and demonstrably more qualified to perform the job. Any dispute over qualifications of employees shall be subject to the grievance/arbitration provisions of this Agreement.

3. During the seven (7) day period following notification of dismissals to reduce the force, the Publisher may in its sole discretion, accept voluntary resignations or retirements from employees in the job title(s) involved, with such employees, if the voluntary resignation is accepted by the Publisher, being paid the amount of severance pay provided for layoff in Article 9, Severance.

4. If the Publisher conditionally accepts a voluntary resignation or retirement, the Publisher shall offer to rehire the employee originally selected for layoff. Such employee shall have seven (7) days to accept or reject the offer of rehire.

- a. If such employee accepts rehire, the Publisher shall pay such employee for wages lost during the layoff and the Publisher will accept the voluntary resignation or retirement.
- b. If such employee fails to respond to the offer or rejects rehire, he/she shall remain laid off, shall receive the severance pay provided for layoffs in Article 9, Severance under the terms and conditions set forth therein, and shall not be on any rehire list. In such case, the employee offering to voluntarily resign or retire may retain employment or may still resign or retire at his/her option, but without severance pay.

5. Employees dismissed to reduce the force shall be on a rehire list for a maximum of one-hundred-eighty (180) days.

- a. Future bargaining unit job openings shall not be filled by outside applicants until the Publisher offers to rehire employees on the rehire list within the job title for which there is an opening, provided such employees are qualified, in the judgment of the Publisher, to perform the work required. Any dispute over qualifications of employees shall be subject to the grievance/arbitration provisions of this Agreement
- b. The Publisher will send offers to rehire to the individual's last known mailing address and email as reflected in the Publisher's records.
- c. If an individual does not respond to the offer to rehire within seven (7) days of mailing/transmission or he/she does not accept rehire, he/she will be removed from the rehire list.
- d. When an employee on the rehire list is recalled and rehired, his/her previous employment, but not his/her time spent on the rehire list, shall be counted in determining his/her rate of pay, seniority, and vacation/sick leave entitlement.

- e. Any period of employment for which severance has been paid and not refunded shall not be counted as employment in calculating any severance pay for which the employee might become eligible after rehire.
- f. Seniority means the length of continuous employment. Employment shall be deemed continuous unless interrupted by dismissal for just cause, resignation, retirement or refusal to accept an offer of rehire into the job title in which he/she worked when laid off. However, some leaves of absence or portions thereof may not count towards an employee's credited service time for purposes of seniority.

6. The Publisher will give the Guild at least two (2) weeks' notice of intent to introduce new or modified equipment, machines and/or apparatus that will create new job classifications or subsequently and substantially alter the job content of existing job classifications. Employees shall be retrained at the expense of and on the time of the Publisher.

7. Guild represented employees may, at the Publisher's discretion, be offered voluntary buyouts or the chance to participate in a voluntary early retirement program. The payment of any buyout or early retirement incentive shall be conditioned on the employee signing, and thereafter not revoking, a general waiver, release, and covenant not to sue drafted by the Publisher.

## **ARTICLE 18 EXPENSES AND EQUIPMENT**

1. The Publisher shall pay all authorized and legitimate expenses incurred by an employee in the service of the Publisher and shall compensate for the use of an automobile in the service of the Publisher, except travel to and from work, at the IRS allowable mileage rate less twenty-five cents (\$0.25) per mile.

2. Employees that are required to drive their personal vehicle for business purposes shall maintain, at their own expense, auto insurance coverage at the levels mandated by Colorado law. Employees are required to provide proof of coverage to the Publisher upon request.

3. All necessary working equipment, as determined by the Publisher, shall be provided to the employee and paid for by the Publisher, to be used only in the Publisher's business, unless otherwise expressly authorized, except automobiles, the use of which shall be compensated for as provided in Section 1 and cell phones, the use of which shall be compensated for as provided in Section 5. Except as provided for photographic equipment in Section 4 below, if employees choose to use their own personal equipment in the performance of their job duties, they do so at their own risk, and the Publisher will not in any way be responsible for the loss or damage of such equipment.

4. For employees who use personal photographic equipment on the job, the Publisher shall pay costs of membership in the National Press Photographers Association (NPPA) and shall pay the premiums for equipment insurances offered through the NPPA.

5. The Publisher shall pay a \$60.00 per month cell phone stipend to certain employees for making their personal cell phones available for work purposes. The monthly cell phone stipend will be paid to Journalists, District Managers, and Outside Sales Staff.

## **ARTICLE 19 MILITARY LEAVE**

1. An employee who has left or leaves the employment of the Publisher to enter any kind of military service of the U.S. government or of any state, territory or federal district of the United States or service with any organization which is in lieu of such service, shall be considered an employee on leave of absence, such absence not to exceed five (5) years, and on release from such service, unless dishonorably discharged therefrom, shall resume the same position or a comparable one with a salary no less than what the employee would have received if employment with the Publisher had been continuous.

2. Time spent in such service shall be considered service time with the Publisher in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Publisher.

3. An employee leaving for such service shall, upon request, receive their accrued vacation pay.

4. If an employee, upon return from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment with reasonable accommodation, the Publisher shall make all efforts to place the employee in other acceptable employment with the Publisher. If such other employment is not found, the employee shall receive severance pay.

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

6. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to the promoted employee's previous position and at a salary no less than what the employee would have received if service in the former classification had been continuous. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which the employee was promoted. In the event of a subsequent re-promotion to the same classification the employee shall receive full experience credit in such new classification.

7. An employee hired or promoted as replacement for 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 position is being replaced, and a copy of such notice shall be sent to the Guild.

8. A leave of absence without pay shall be granted to an employee for training service, or call to duty for emergency service in connection with conditions caused by natural phenomena or human acts, including by way of example but not limited to storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marines, Air Force or Coast Guard Reserve. All of the above provisions, excepting Sections 3 and 5, shall apply to all such service herein. Resumption of work after such service shall be made within a reasonable time, including consideration for necessary travel time.

## **ARTICLE 20 LEAVES OF ABSENCE**

1. Discretionary Unpaid Leaves. The Publisher, at its discretion, may grant employees unpaid leaves of absences, which shall be on a non-precedential basis. The employee should submit a request in writing as soon as they become aware of the need for a leave. The Publisher will consider the request in accordance with applicable law and the Publisher's leave policies, and will notify the employee within five (5) business days if the leave request is granted or denied. The Publisher's decision shall be final and shall not be subject to the grievance or arbitration process under Article 15.

2. Parental and Maternity Leaves. Parental and maternity leaves shall be granted in accordance with the provisions of the GateHouse policy for Pueblo Chieftain employees in effect on the date of ratification, and consistent with the Family and Medical Leave Act (FMLA) and the Colorado Family Care Act (CFCA). The Publisher, at its discretion, may grant requests for additional child care leave (to care for a newborn or a child placed for adoption or foster care), not to exceed one (1) year, which shall be on a non-precedential basis. The Publisher's decision with respect to such additional child care leave shall be final, and shall not be subject to the grievance or arbitration process under Article 15.

3. Emergency Leave. The Publisher shall consider requests for leave where personal or family emergencies exist, which shall be at the Publisher's discretion and on non-precedential basis. With the Publisher's approval, employees may use accrued but unused vacation days and/or personal days for approved emergency leaves. The Publisher's decision shall be final, and shall not be subject to the grievance or arbitration process under Article 15.

4. Funeral/Bereavement Leave. Funeral/Bereavement leave shall be granted as follows:

(a) Full-time employees may take up to three (3) regularly scheduled consecutive working days of paid leave to attend the funeral or memorial service of an immediate family member (as defined below) and deal with related personal matters. In the event of the death of other family members (as defined below), one (1) paid day off will be

granted to a full-time employee to attend the funeral or memorial service and deal with related personal matters. Part-time employees will be allowed paid bereavement leave pursuant to this policy if the day of the funeral or memorial service coincides with a regularly scheduled work day.

(b) Bereavement pay is calculated on the base pay rate at the time of absence and will not include any special forms of compensation such as incentives, commissions, discretionary bonuses or shift differentials.

(c) "Immediate family" members consist of spouse or significant other, domestic partner or partner in a civil union, child, step-child, parent, sibling, grandparent, grandchild, mother-in-law and father-in-law. "Other family members" consist of aunts, uncles, first cousins, step-families and other in-laws.

(d) With respect to funeral/bereavement leave, employees shall give as much advance notice as is reasonably possible to their supervisor. Employees may, with their supervisor's approval, be allowed to use accrued but unused paid leave for additional time off or, again with their supervisor's approval, take additional unpaid time off.

(e) The Publisher may request documentation of the death and/or funeral or memorial service. Special family situations will be reviewed on a case-by-case basis.

#### 5. Absences Associated with Legal Proceedings.

(a) Jury Duty. All regularly employed bargaining unit employees are eligible for paid jury duty leave as provided below.

(b) An eligible employee will be allowed time off for responding to a summons for jury duty and, if applicable, serving as a juror. In the event an employee is dismissed after reporting for jury duty, the employee will return to work for the remainder of his/her scheduled shift, unless travel time or distance makes this impractical. Employees are required to report back to work as soon as reasonably possible following the conclusion of jury duty. Either GateHouse Media or the employee may request to be excused from jury duty if, in GateHouse Media's judgment, the employee's absence would create serious operational difficulties.

(c) Eligible employees will receive their regular pay for up to ten (10) days of jury duty. Jury duty pay will be calculated based upon the employee's base pay rate times the number of hours the employee would otherwise have been scheduled to work on the day of absence consistent with Section 5(d). Beyond ten (10) days of jury service is unpaid, but employees may choose to use any accrued but unused paid time off during any period of unpaid jury service. Employees are not required to sign over to the Publisher any court compensation checks they receive for paid jury duty.

(d) Schedules may be reasonably be changed by the Publisher in order to accommodate jury duty.

(e) Employees must show their supervisor their jury duty summons or notice as soon as possible so that arrangements may be made to cover the absence. After completion of jury duty, employees must furnish their supervisor with evidence of having served on a jury for the time claimed.

(f) Witness Duty/Court Appearances. Employees who are summoned/subpoenaed/court ordered or otherwise noticed to appear in court as a witness will receive an unpaid leave of absence.

(g) In the case of an absence for any of the reasons covered by this Section 5, employees are required to give as much advance notice to the Publisher as is reasonably possible.

(h) Vacation, sick and personal leave will continue to accrue during any period of absence covered by this Section 5. Observed Publisher-paid holidays will also be paid during such absences.

6. FMLA/CFCA Leave. Eligible employees will receive leaves of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Colorado Family Care Act (CFCA), and all leaves of absence provisions of this Agreement shall be applied consistent with the FMLA, CFCA, and any other applicable state, federal or local law. The parties agree that the Publisher may require an employee use at the beginning of an FMLA/CFCA leave of absence all accrued but unused paid time off which the employee may have before becoming eligible for unpaid FMLA/CFCA leave, except when the employee is receiving short-term disability, long-term disability, or workers' compensation benefits during the FMLA/CFCA leave period, in which case the employee may choose to supplement those benefits with his/her accrued but unused paid time off. Paid time off shall include sick time, personal time, and vacation time, provided that such paid time off shall be exhausted in the following order: sick time (if for a qualifying reason), vacation time, and then personal time. All paid time off so taken shall run concurrently with FMLA/CFCA leave and shall therefore be counted towards the employee's FMLA/CFCA leave entitlement. The Publisher will utilize a rolling twelve (12) month period measured backward from the date an employee uses any FMLA/CFCA leave to determine whether an employee is entitled to additional leave.

7. No Effect on Seniority/Conformance with Law. Leaves provided for in this Article that do not exceed three (3) months shall not constitute breaks in the continuity of service for the computation of severance pay, vacations, or other benefits under this Agreement. Except with respect to leaves pursuant to Section 1, the Publisher will continue to provide health benefits during an approved leave of absence provided the employee remains current in the employee contribution. With respect to leaves pursuant to Section 1, coverage shall be as agreed to by the Publisher and the employee requesting the discretionary leave. Further, all leaves pursuant to this Article 20 shall be granted in accordance with applicable Federal and Colorado law.

8. Union Leave. Bargaining unit employees shall be granted up to three (3) consecutive days of unpaid Union Leave to attend training or meetings called by the Guild. The

Guild shall provide at least seven (7) days' notice of such leave to the Publisher. No more than two (2) employees shall be on Union Leave at the same time, and no more than four (4) employees may receive Union leave in any calendar year. The employee on Union Leave may elect to use available vacation or personal time for time missed from work or may elect to take the time without pay.

## **ARTICLE 21 MISCELLANEOUS**

1. Employee performance will be reviewed at least annually.
2. New employees, hired at any time following the two-week anniversary of the closing, will be considered probationary during their first one hundred eighty (180) days of employment with GateHouse Media Colorado Holdings, Inc.
3. Management may institute, modify, suspend or terminate sales incentive plans at any time as long as the changes made are applied equally to all sales staff within similarly situated assignments such as auto or real estate, assuring that the opportunity to earn commissions is equitable. No such incentive plan may be terminated prior to any expiration date set forth therein. Sales incentive plan goals shall be provided to employees at least five (5) business days prior to start of the measurable period. Management may modify or change such goals during the measurable period.

Draft monthly or quarterly goals shall be created by management then presented to the account executives prior to the beginning of the goal period. Outside sales staff may discuss with management, any concerns about the presented goals. Management shall take into consideration the concerns raised by the employee and final goals may be adjusted.
4. The Publisher shall install and maintain one bulletin board on the main floor of the newsroom. The size of the bulletin board shall be at least three feet by four feet.
5. If the editing of an employee's story results in substantive changes the employee may request a meeting with management to discuss the matter before publication if possible. The employee may withhold their byline if they so choose. Once a byline is withheld it can only be restored to the story with management's approval. . The privilege to withhold bylines prepublication does not extend to the right to engage in byline strikes, defined as the withholding by one or more employees for reasons other than journalistic integrity. If the Publisher believes that a byline is being withheld for reasons other than those of journalistic integrity, it reserves the right to affix the byline and the Guild reserves the right to grieve the affixing of the byline over the employee's protest.
6. Frequency of Publication: The Publisher retains the sole right to determine the frequency of publication of the Publisher's products. The Publisher shall provide 45 days written notice to the Guild of the intent to reduce the frequency of the print and/or digital publications that the Publisher produces. Reducing frequency is interpreted to mean that there may be certain days of the week where the Publisher does not produce a print and/or digital publication. Any reductions in force will be subject to the provisions of the Article concerning Reductions to the Workforce. The exercise by the Publisher of its rights to change the frequency of publication under this section shall not be subject to the grievance/arbitration procedures.

7. The Publisher retains absolute discretion to determine the content of its newspaper or any other publication, such as the choice of material to go into the newspaper, and the decision made as to limitations on the size and content of the newspaper, and the treatment of public issues and public officials.

8. An employee shall not be permitted or required to process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false.

9. If a question arises as to the accuracy or fairness of published material, managers, whether practicable, will consult with the employee prior to the publication of a correction, retraction or insertion of additional material.

10. Newsroom Handbook: All employees in the newsroom will adhere to the "Newsroom Handbook" which may be revised from time to time.

11. Employee Handbook: All bargaining unit members will adhere to the GateHouse Employee Handbook, which may be revised from time to time. Should there be any substantive changes to this Employee Handbook, the Guild may request to negotiate such changes within ninety (90) days of the introduction or implementation of the new policy. The Guild must be notified of any such changes.

## **ARTICLE 22 LABOR MANAGEMENT COMMITTEE**

The Publisher and the Guild 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.

## **ARTICLE 23 JURISDICTION**

1. The work of the bargaining unit employees shall be work normally performed by employees within the bargaining unit and new or additional work assigned to the bargaining unit by the Publisher.

2. Managers and supervisors shall be permitted to perform any work in the newsroom. Additionally, non-bargaining unit employees may continue to perform any work



they have typically and historically performed. Stringers may continue to be used as they have typically and historically been used.

3. There will be no restrictions on the Publisher's ability to receive and share content (print, digital or otherwise).

4. There shall be no restrictions regarding work assignments issued by management unless excluded by specific language in this Agreement.

5. The Publisher may at its discretion introduce new equipment, processes, procedures and initiatives that may or may not be assigned to bargaining unit employees. However, this Agreement shall not be construed as to allow the Publisher to assume work already being performed by bargaining unit members, unless demonstrated specific efficiencies are tied to such introductions.

## **ARTICLE 24 DRUG & ALCOHOL POLICY**

### **1. Prohibited Use**

The use of alcohol, illegal drugs, intoxicants and controlled substances (a "Banned Substance"), whether on or off duty, can impair employees' ability to work safely and efficiently. The Publisher prohibits the use of these substances in the workplace. The Publisher will not jeopardize the safety of the employee, other employees, our customers, the public and/or Publisher operations due to an individual's poor judgment. Accordingly, the following are examples of prohibited activities which, if engaged in, may result in disciplinary action up to and including termination of employment:

- (a) Possession, use or being under the influence of a Banned Substance during working hours;
- (b) Operating a vehicle owned or leased by the Publisher while under the influence of a Banned Substance;
- (c) Actual or attempted distribution, sale, manufacture or purchase of a Banned Substance during working hours or while on premises owned or occupied by the Publisher; and/or
- (d) Unlawful use, distribution, sale, manufacture or purchase of a Banned Substance or prescribed medication; subject to applicable law.

### **2. Reasonable Suspicion Alcohol Impairment / Drug Testing**

Unless prohibited by law, the Publisher also reserves the right to request an employee who it reasonably suspects to be violating this policy to consent in writing to a drug test and/or alcohol impairment test. An employee who is suspected of violating this policy will be suspended pending

the receipt of the test results. No drug tests or alcohol impairment tests will be administered without the employee's written consent. An employee's refusal to consent to a drug test or alcohol impairment test upon request will constitute willful misconduct and will subject the employee to severe discipline, which in all likelihood will be termination of employment. Subject to applicable law, any employee involved in any workplace injury must, if requested by the Publisher, immediately submit to a drug and alcohol test at the Publisher's expense. An employee's refusal to consent to a drug test or alcohol impairment test upon request will constitute willful misconduct and will subject the employee to severe discipline up to and including termination of employment. "Workplace Injury" shall mean any injury or illness suffered by an employee that was sustained in the course and scope of employment (i.e., while furthering or carrying on the Publisher's business including injuries sustained during work-related travel).

### 3. Notification and Employees' Rights

The test administrator/medical review officer will promptly notify both the employee and the Publisher's authorized representative of positive results. All employees who test positive for a Banned Substance will be given the opportunity to explain, in a confidential setting, any reasons they may have for the positive test result. Each employee who is tested for a Banned Substance has the right to request and obtain from the Publisher the written results of his or her test. Each employee should also be aware of the existence of State laws regarding drug-free workplace regulations and should review these laws if any questions arise under this policy.

### 4. Consequences of a Positive Test Result

If a drug test and/or alcohol impairment test reveals the presence of a Banned Substance in an employee's system, and if the employee does not or cannot provide satisfactory justification or explanation of the results to Corporate Human Resources, the Publisher will take disciplinary action, up to and including termination of employment. If the employee has not violated other policies and has not engaged in any misconduct, the Publisher, at its discretion, may allow the employee to enter a substance abuse or evaluation program and continue to work under a "last chance" type agreement. These agreements may be entered into in the Publisher's sole discretion on a case-by-case basis.

### 5. Confidentiality of Test Results

The results of all drug tests and alcohol impairment tests conducted for or by the Publisher will be disclosed only to the appropriate Publisher personnel on a need-to-know basis and the individual tested, upon that individual's request.

### 6. Rehabilitation or Treatment Program

If an employee has a drug or alcohol problem that has not resulted in and is not the immediate subject of disciplinary action, the employee may request approval to take unpaid time off to participate in a rehabilitation or treatment program through the Publisher's health insurance benefit coverage. Leave of absence (the "LOA") may be granted under the Family and Medical Leave Act "FMLA" (if the employee is otherwise eligible) if the employee agrees to abstain from

use of the problem substance; abide by all the Publisher policies, rules and prohibitions relating to conduct in the workplace; and if granting the LOA will not cause the Publisher any undue hardship.

#### 7. Prescription Drugs

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair the employee's value to the Publisher. Any employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of others must inform his/her Supervisor and submit a physician's statement that the prescription drug use will not affect job safety. It is the employee's responsibility to consult his or her physician or to read the medication label to determine whether or not such medication will impair the employee's ability to safely perform his or her job. The employee is not required to identify the medication or the underlying illness. Various Federal, State and/or Local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under or to violate these laws.

#### 8. No Guarantee of Employment

Nothing in this Drug-Free & Alcohol-Free Environment Policy is to be construed as a guarantee of employment for any period of time, including but not limited to the time that any employee or prospective employee is participating in the Publisher's drug/alcohol impairment testing program or in a rehabilitation program. The Publisher and its employees may terminate their relationship at any time, with or without cause or notice, in accordance with applicable laws.

#### 9. Client Entertainment

On occasion, managerial, executive and sales staff may entertain customers during work hours or after work hours as representatives of the Publisher. These occasions may include lunches, dinners and business conferences. On these occasions, only the moderate and limited use of alcoholic beverages is acceptable. Occasionally, alcohol is served at social events sponsored by the Publisher. Only the moderate and limited use of alcohol is acceptable. Employees are expected to remain responsible, professional and sober at all times, and are *specifically prohibited* from operating a motor vehicle if they become impaired at such a function.

### **ARTICLE 25 NO STRIKES / NO LOCKOUTS**

There shall be no strikes, including sympathy strikes, or lockouts under this agreement.

**ARTICLE 26  
NO DISCRIMINATION**

In accordance with applicable law, neither the Publisher nor the Guild will discriminate against any employee on the basis of race, sex, age, ethnicity, gender identity, gender expression, transgender, religion, color, marital status, national origin, sexual orientation, physical ability, or because of the exercise of Section 7 rights under the National Labor Relations Act.

**ARTICLE 27  
OUTSIDE ACTIVITY**

Employees shall be free to engage in activities outside of work hours. However, if the activity involves performing services which in any way resembles work employees perform for the Publisher, employees must first secure permission of management to ensure a conflict of interest does not exist.

**ARTICLE 28  
PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION**

1. Except as otherwise provided below, no employee shall be requested to give up custody of notes, records, or documents, or disclose knowledge or information concerning same to any party except the Publisher and/or its representatives.

2. The Publisher and/or its representative shall not publicly disclose the identity of any employee's source of information without obtaining the employee's consent, which consent shall not be unreasonably withheld.

3. The Publisher shall notify the employee concerned of any demand on the Employer for surrender, disclosure or authentication of facts or other information gathered by employee within the scope of his/her employment as part of the newsgathering process.

4. Except pursuant to a court order, the Publisher and his representatives shall not release to third persons an employee's unpublished notes, records or documents, nor shall Publisher release any other unpublished information gathered by employee within the scope of his/her employment as part of the newsgathering process.

5. The Publisher agrees that in the event an employee is the subject of a subpoena or is named as defendant in a legal action arising from the employee's role in the preparation of a published news story or from the employee's refusal to authenticate or disclose the source of a news account, counsel will be provided by the Publisher for the employee's defense. The Publisher also agrees to indemnify the employee against damages, loss of salary, benefits and any other expenses incidental to a defense of the subpoena or the action. The foregoing provision shall also apply should an employee be called before a grand jury, legislative investigative panel, or other duly constituted legal commission or authority as a result of a published news story or the employee's refusal to authenticate

or disclose a source. However, provision of counsel by Publisher and/or the obligation to indemnify employee shall be optional with the Publisher where the issue is the employee's refusal to comply with an outstanding court order for the identification of a source, the production of documents or the appearance before a court or tribunal to give testimony concerning any aspect of the newsgathering process. The foregoing provisions shall not apply when the action against the employee is the result of the employee's reckless conduct or disregard of instructions or of Publisher's established policies.

6. The Publisher's obligation as specified in Section 5 shall cease at the point at which the employee refuses to follow the advice of counsel provided by the Publisher and/or elects to proceed on a course of action that is different than that recommended by counsel provided by the Publisher.

7. Any discharge or other disciplinary action based upon this article shall be subject to the grievance and arbitration provisions of Article 15 of this agreement in accordance with the terms of Article 15, Section 1.

## **ARTICLE 29 SAFETY AND HEALTH**

The Publisher shall comply with all applicable laws, standards and regulations as they apply to providing a safe workplace for its employees. Employees shall not be penalized or discriminated against for reporting workplace safety or health issues.

## **ARTICLE 30 MANAGEMENT RIGHTS**

The Guild agrees that the Publisher has and will continue to retain the sole and exclusive right to manage its operations and retains all statutory, common law and/or inherent management rights, whether exercised or not, unless specifically abridged, modified or deleted by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location, and size of all departments and facilities; to direct its work force; to discipline and discharge employees for just cause; to determine the size and composition of the work force; to eliminate positions; to determine the operating budget of the business; to install or introduce new, changed or improved methods of operations; to regulate the use of facilities, equipment and/or other property of the Publisher; and to maintain the efficiency of the business.

## **ARTICLE 31 TRANSFERS AND PROMOTIONS**

**LOCATION TRANSFER:** No employee shall be transferred by the Publisher to a subsidiary, related or parent company of the Publisher, in excess of sixty (60) miles from their current work location, without the employee's consent and payment of all transportation and other moving expenses of the employee and family. There shall be no impairment of benefits or reduction

in salary or pay less than the prevailing wage at the destination as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

**INTERNAL TRANSFER:** No employee shall be transferred by the Publisher to another position, job classification, district or territory outside of their current department without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer, nor shall an employee be penalized for refusing to accept such a transfer. This does not apply to a change in job assignment or position within the department as may be assigned by management.

No employee shall in any way be penalized for refusing to accept a promotion.

## **ARTICLE 32 LEGALITY/STABILITY OF AGREEMENT**

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

2. **Written Amendment Only.** No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Publisher and the Guild unless made and executed in writing by the Publisher and the Guild.

3. **No Waiver of Rights.** The failure of the Publisher to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Publisher to future performance of any such term or provision.

## **ARTICLE 33 TRAINING**

Employees will continue to participate and complete all required training. Guild members will participate in and complete annual training on Newsroom Ethics, Code of Conduct and Sexual Harassment and will acknowledge receipt of the employee handbook. In addition, the Publisher agrees to adhere to all laws governing employees' Section 7 rights.

**ARTICLE 34  
DURATION AND RENEWAL**

1. This Agreement will commence on September 1, 2019 and will remain in full force and effect until August 31, 2020.

2. This Agreement shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Publisher or the Guild shall give to the other written notice by: (i) electronic mail; or (ii) hand-delivered letter, of its desire to modify or terminate the Agreement, at least sixty (60) days prior to the expiration date. During negotiations, this Agreement shall remain in full force and effect unless either party serves written notice (of at least (60) days) of its intent to formally terminate the Agreement.

Denver Newspaper Guild

GateHouse Media Colorado Holdings, Inc.

Anthony M. Mulligan  
Administrative Officer

Lee Bachlet  
Publisher, Pueblo Chieftain

October 23, 2019  
Date Signed

October 17, 2019  
Date Signed

## ATTACHMENT A

<b>First Name</b>	<b>Last Name</b>	<b>Job Title</b>	<b>Guild</b>
Zachary	Allen	Photographer N	Guild
Melanie	Benegas	District Mgr N	Guild
Jeffery	Bersch	Reporter N	Guild
Jennifer	Caldwell	Inside Classified Sales Rep	Guild
Linda	Centa	Inside Classified Sales Rep	Guild
Lucille	Cramer	Clerk	Guild
Charlotte	Curtis	Graphic Artist N	Guild
Lisa	Duran	CSR Clerk	Guild
William	Eaton	Newsroom Assistant	Guild
Micaela	Garcia	Sports Clerk	Guild
Mickali	Garcia	Graphic Artist N	Guild
Adam	Gazzola	Paginator 1	Guild
Ryan	Geonetta	Mailer	Guild
Leslie	Giadone	Account Executive P	Guild
Tracy	Harmon	Regional Reporter	Guild
Jeremy	Harmonson	Senior Graphic Artist N	Guild
Kevin	Harris	Account Executive P	Guild
Amber	Higby	Inside Classified Sales Rep	Guild
Marcus	Hill	Reporter N	Guild
Zachary	Hillstrom	Reporter N	Guild
Sandra	Jeske	CSR Clerk	Guild
Elizabeth	Lapka	Account Executive P	Guild
Steven	Latka	District Mgr N	Guild
Elizabeth	Leingang	District Mgr N	Guild
Jeffrey	Letofsky	Reporter N	Guild
Gaynell	Lucero	Retail Sales Coordinator	Guild
Lucus	Lyons	Reporter N	Guild
Danielle	Maldonado	Obits Clerk	Guild
Rachel	Martinez	Account Executive P	Guild
Anthony	Mestas	Reporter N	Guild
Blanche	Podio	PWV Clerk	Guild
Jon	Pompia	Reporter N	Guild
Joy	Real	District Mgr N	Guild
Mark	Reeder	Account Executive P	Guild
Peter	Roper	Reporter N	Guild
Anthony	Sandstrom	Reporter N	Guild
Ryan	Severance	Reporter N	Guild
Michelle	Snook	CSR Clerk	Guild



Mike	Spence	Reporter N	Guild
Jennifer	Tate	Paginator 1	Guild
Frances	Thiebaut-Romero	CSR Clerk	Guild
Teresia	Torres	Graphic Artist N	Guild
Nicole	Valdez	Account Executive P	Guild
Marilyn	Vujcich	Inside Classified Sales Rep	Guild
Austin	White	Reporter N	Guild
Gerri	Adkins	Driver	
Crystal	Albers	Credit Manager	
Todd	Albo	Composing Foreman	
Arturo	Amaro	Insertter	
Gabriel	Aragon	Insertter	
Narciso	Arellano	Press Supervisor N	
Florencio	Bachicha	Mailroom Supervisor N	
Pablo	Becerra	Insertter	
Charmaine	Benham	Pre Press Technician	
Florentino	Bernal	Insertter	
Gabriela	Bernal	Insertter	
Monica	Bernal	Insertter	
Benjamin	Bond	Press Maintenance Mechanic	
Gary	Borneman	Mailroom Manager	
Douglas	Brooks	Dir Information Technology	
Mitchell	Brooks	Press Supervisor	
Mitch	Buchanan	Insertter	
Giovanni	Campos	Insertter	
William	Cano	Insertter	
Christine	Casillas	Editor P	
Eric	Castellano	Insertter	
Christopher	Cordova	Insertter	
Richard	Corey	Operations Manager	
Manuel	Cortez-Rivera	Press Operator	
Karla	Crocombe	Manager	
Kimberly	Dalley	Composing Foreman	
Warren	Dalley	Operator	
Dennis	Darrow	Editor P	
Austin	Ducharme	Insertter	
Dave	Dupps	Maintenance Technician	
Preston	Duran	Insertter	
James	Duren	Press Manager	
Lori	Duren	Mailroom Supervisor	
Julie	Fairman	Editor P	

Blake	Fontenay	Editor P	
Matthew	Forsyth	Director Advertising	
Regan	Foster	Editor P	
Maya	Galeas	Director Human Resources	
Xavier	Gallegos	Insertter	
FaShawn	Garcia	Team Leader N	
James	Golson	Insertter	
Nicholas	Guillen	Operator	
Jason	Guzman	Network Administrator	
Stephen	Henson	Managing Editor P	
David	Hernandez	Insertter	
Kristarlin	Hetrick	Insertter	
Steven	Hill	Driver Truck	
Starletta-Lee	Hodge	Insertter	
Paul	Hunting	Production Director	
Edward	Jimenez	Driver Truck	
Gregory	Jimenez	Press Operator	
Robert	Johnson	Manager Pressroom	
Betty	Kelly	Insertter	
Kristi	Lauer	Classified Sales Manager	
Franklin	Lile	Driver Truck	
Bradley	Litton Jr	Team Leader N	
Selso	Martinez	Insertter	
Thomas	McAvoy	News Researcher	
Manuel	Mendiola	Mailroom Coordinator	
Luis	Michilena	Driver	
Raymond	Mitchell	Driver Truck	
Mark	Montez	Insertter	
Herminio	Montoya Jr	Insertter	
Justin	Morenz	Manager N	
Elzie	Oliver	Operator	
Eva	Pacheco	Insertter	
Paul	Pacheco	Team Leader N	
Gary	Ply	Sales Manager	
Edward	Rodriguez	Maintenance Manager	
Melany	Rodriguez	Insertter	
Clista	Sanchez	Insertter	
Jim	Sandoval	Driver Truck	
Brad	Slater	General Manager	
Monica	Sweeney	Advertising Manager	
Amanda	Taulman	Controller	

Steven	Telles	Press Operator	
Lawrence	Tenorio	Insertter	
William	Torres	Insertter	
John	Townsley	Director Circulation	
Dennis	Trimble	Maintenance Technician	
Arthur	Vialpando	Insertter	
Adam	Vigil	Insertter	
Albert	Vigil	Insertter	
Karen	Vigil	Editor P	
Michael	Zinanti	Press Operator	