

# CONTRACT

**Lee Enterprises  
Billings Gazette  
and  
Denver Newspaper Guild-CWA Local 37074  
Billings News Guild Bargaining Unit  
(Covering Newsroom Employees)**



**EFFECTIVE**

**November 1, 2020 through October 31, 2021**

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## **CONTRACT AND AGREEMENT**

### **Preamble**

This contract and agreement is made effective, by and between the Billings Gazette, 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 Billings Gazette, except for those exempted under Article I, Exemptions.

The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and all other terms and conditions of employment for employees who are included in the bargaining unit as set forth in Case 27-RC-260937.

The bargaining unit includes all full-time and regular part-time newsroom employees, excluding temporary and intern employees employed by the Employer at its facility in Billings, Montana.

### **ARTICLE I Exemptions**

1. Managers, supervisors, confidential employees, office clerical employees, professional employees, and guards, as defined by the National Labor Relations Act, are excluded from the Guild bargaining unit.
2. The Publisher shall notify the Guild of any additional exemptions. All exclusions must conform with the criteria for manager, supervisor, or confidential employee as established by Federal Laws, 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 that are not resolved by the Company and Union may be arbitrated.

### **ARTICLE II Jurisdiction**

1. This Contract covers all full-time and regular part-time newsroom employees at the Employer’s offices in Billings, Montana; including Reporters, Copy Editors, Photographers, Sports Reporters, Administrative Assistants, Niche Publication Editors, and Sports Clerks, but excluding all other employees, interns, seasonal employees, temporary employees, managerial employees, office clerical employees, confidential employees, guards, and supervisors as defined by the Act.
2. It is understood that newsroom management may perform Guild work as needed.
3. The Employer is free to use stringers so long as such use does not result in the layoff of an employee. No stringer(s) shall be contracted for the purpose of laying off a newsroom staff employee. No stringer(s) shall be contracted to perform a majority of the work previously performed by any full-time employee who is laid off during the term of this agreement. Stringers are to be excluded from the bargaining unit.
4. Except as provided in sections 2 and 3 above, and in Article XXVI Content And Publication, performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this Contract.

- (a) The kind of work either normally or presently performed by employees within the bargaining unit covered by this Contract.
- (b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed by employees in the bargaining unit, and
- (c) Any other kind of work assigned to be performed by employees in the bargaining unit.

**ARTICLE III**  
**Union Membership and Dues Deduction**

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 – CWA Local 37074, 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, Severance Pay, of this Agreement.
4. Each employee hired will be given a copy of the Union Membership provisions of this contract at the time of hire.
5. 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 thirtieth (30th) 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.
6. The dues deduction assignment shall be made upon the following print or electronic form:

To: The Billings Gazette:

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 thirtieth (30<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.

7. 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 IV 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. The parties agree that the remedy under this article shall not be pursued concurrently through the Grievance and Arbitration provision and complaints in administrative agencies or lawsuits in court, state or federal. If an employee or employees file a discrimination complaint under any state or federal law, the union shall not file a grievance concerning the discrimination complaint and shall withdraw any grievance pending concerning the matter.

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, telephone number, date of birth, date of hiring, anniversary date, salary, and department of each new employee covered by this agreement shall be sent to the Guild office quarterly or as changes occur and upon request by the Guild. The Publisher shall notify the Guild office on a quarterly basis of (a) any change in classification and wage changes by reason thereof and effective date thereof; and (b) the resignation, retirement, death, change of address reported by employees, change of name reported by employees or separation from employment of any employee covered by this agreement.

4. For each bargaining unit position, whenever possible, in order to make the staffing of the newsroom reflect the community, The Billings Gazette will interview at least one woman and/or member of traditionally under-

represented groups who meet the minimum qualification and apply in a timely manner for the position. The Billings Gazette will intentionally recruit diverse applicants in order to ensure compliance with this section, including but not limited to working with minority journalism organizations.

## **ARTICLE V**

### **Labor Management Committee**

1. The purpose of the Labor Management Committee (LMC) is to promote communications and problem solving, to avoid misunderstandings and to resolve issues as quickly as they arise. The LMC cannot change the language of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement. Any topic proposed to be addressed through the LMC may be rejected by the other party. Details of LMC discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members and to newsroom management but shall not be disclosed to outside sources.
2. The LMC shall consist of a representative or representatives from each Party (not to exceed two) except by mutual agreement from each Party. Representatives shall be designated at the time of each meeting and may differ each time a meeting is called. The LMC shall meet as needed. Both Parties agree to make themselves available in a reasonable manner.

## **ARTICLE VI**

### **Grievance Procedure**

1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized representative any disputes regarding the interpretation of this agreement, discharges, discipline, wages and/or other terms and conditions of employment.
2. Before filing a formal grievance and within thirty (30) work days after the employee or the Guild knew, or by reasonable diligence should have known, the facts giving rise to the dispute, the Guild shall bring the matter to management's attention and agrees to attempt to resolve any issue or dispute through discussions with managers or the Employer's designated representative.
3. Within ten (10) work days after completing such discussions without resolution, the Guild may choose to file a written grievance as provided below. Written grievances submitted after the ten (10) calendar-day time limit are untimely and will not be addressed. The written grievance shall explain the dispute, include a specific statement of the remedy sought, and request a meeting regarding the dispute.
4. A grievance meeting shall be held as promptly as possible after the Publisher receives the written grievance but, in any case, within fifteen (15) calendar days thereafter. A grievance committee of not more than three (3) bargaining unit employees designated by the Guild shall meet with the designated representative of the Employer and shall discuss the grievance. The Guild may substitute TNG-CWA local or national representatives for up to one (1) grievance committee members.
5. If the parties resolve the dispute, the resolution shall be promptly reduced to writing and signed by at least one representative for each party. If the parties are not able to resolve the dispute, the Employer's designated representative shall respond to the grievance in writing within five (5) calendar days of the meeting, or either party may motion to refer the dispute to the resolution step.

6. If the resolution step is not requested the Guild has fifteen (15) calendar days from the Guild's receipt of the Company's written response to the grievance committee meeting to submit the dispute to Arbitration.

If the resolution step is requested a meeting shall take place no later than ten (10) calendar days from the Guild's receipt of the Company's written response to the grievance committee meeting. For the resolution step, each party shall appoint two representatives to participate in the resolution discussions. The purpose of the resolution step is to seek agreement on a compromise. Upon mutual agreement of the parties to assist in the resolution step, a request for mediation may be made to the Federal Mediation and Conciliation Service (FMCS).

7. In the event the procedure in Sections 1 to 6 above does not result in a resolution of the grievance and/or the Publisher fails to respond within the five (5) calendar day time period in Section 5, the Publisher or the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fifteen (15) calendar days after the Publisher's written response to the grievance or the expiration of the five (5) calendar-day time period for such response, whichever is later.

8. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Publisher and the Union may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

9. Individual grievances may include an issue affecting multiple employees, but separate grievances may not be consolidated for arbitration unless the Parties agree to do so in writing.

10. 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.

11. If the parties 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Any time spent by bargaining unit employees addressing issues related to this Article during scheduled work time will be paid by the Company.

**ARTICLE VII**  
**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. Except as otherwise provided for in this agreement, the Employer shall have the right to dismiss employees to reduce the force.
3. The Publisher has the right to determine an employee's competence, availability or fitness for their 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 disciplined or discharged, reason for the discipline or 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 provisions for the various classifications.
  - (1) Company seniority shall be given serious consideration in determining the employee, or employees, within a job title to be discharged in a reduction of force for economic reasons.
  - (2) Less senior employees with abilities or differences in qualifications for a function demonstrably not available from the more senior employee may be retained while the more senior employee is dismissed.
  - (3) The employer shall be allowed to have two (2) bargaining unit employees, but not more than one (1) employee per classification, for each layoff on a protect list who shall be insulated from layoffs.
  - (b) The Publisher shall notify the Guild two (2) weeks before any such projected dismissals, specifying the job, 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 involved, with such employees being paid the amount of severance pay provided in Article VIII, Severance Pay. The Employer may choose to accept a volunteer from a separate position at the Employer's sole discretion. The number of employees to be dismissed shall be reduced by the number of resignations and retirements.
5. Employees who are dismissed to reduce the workforce will be placed on a rehire list based on the order in which they were laid off and will be rehired on the same basis in the old job title if and when a vacancy occurs. The first employee 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. Dismissed employees shall remain on the rehire list for twelve (12) months after dismissal.
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 to be made to employees. In any buyout initiated by the Publisher, the Publisher shall offer as one option an amount at least equal to the value of severance as provided in Article VIII, Severance Pay, to be paid to each employee who accepts the buyout offer and voluntarily resigns. Alternatively, an employee freely and of their own volition



and without coercion may initiate buyout discussions. When an employee initiates such an offer, the buyout amount may be any sum agreeable to the employee and the Publisher so long as it is at least equal to the value of severance as provided in Article VIII, Severance Pay. In such an employee-initiated buyout, the Publisher shall notify the Union of the terms.

7. Employees shall have the right but must request that a union representative or representatives be present at any discussion with the Publisher or the Publisher's authorized representative that may involve the dispensation of discipline, an investigatory meeting, or the working conditions of the employee. 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 them. If a request for union representation is made, the discussion shall not proceed until the Union representative or representatives are given a reasonable opportunity to be present.

## **ARTICLE VIII**

### **Severance Pay**

Upon dismissal for reasons of reduction in force, an employee shall receive a cash severance allowance equal to one (1) week's pay for every year of continuous service up to twenty-six, (26) weeks. In no case shall severance be less than four (4) weeks' pay. Severance pay is to be computed at the rate at the time of layoff and shall be paid as a lump sum at the time of termination. Severance shall be subject to signing a release of liability against the company.

Severance pay shall not be paid in the cases of proven misuse of company funds.

## **ARTICLE IX**

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

1. The Publisher shall offer a 401(k) plan to employees covered by this contract. Employees shall be eligible to enroll in the plan effective the first of the month coinciding with or following thirty (30) days from date of hire. All employees who become eligible will be automatically enrolled into the Retirement Account Plan to make pre-tax employee contributions equal to 3% of the employee's pay each payroll period. At any time, employees may adjust or end contribution percentages. Employees shall be immediately vested in their contributions to the plan.

2. An employee becomes eligible for Employer match once they have completed a Year of Eligibility Service. A Year of Eligibility Service is a period of twelve consecutive months during which the employee works 1,000 hours or more. The first measurement period is the employee's Anniversary Year. If the employee did not have 1,000 hours or more of service in their Anniversary Year, the next measurement period is each Plan Year thereafter. A plan year is January 1 – December 31<sup>st</sup>. Employer Match will begin the first of the month after meeting the eligibility requirement. Lee Enterprises will match 40 percent of the first 5 percent of employee contributions.

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

4. The employee becomes vested in Company contributions and the earnings on those contributions, based years of vesting service with the Company. A year of vesting service is defined as a Plan Year in which an employee completes 1,000 hours or more of service. A "Plan Year" is January 1 through December 31.

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

Vesting Service:

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

Employees automatically become 100% vested in matching contributions if they (a) attain age 55 while employed and have at least five years of service, (b) terminate employment as a result of total and permanent disability, (c) terminate employment as a result of death, (d) attain age 59-1/2 while employed.

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

**ARTICLE X**  
**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 their family. 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 their 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.

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 or assignment changes is not restricted, but such transfers or assignment changes are not to be made for purposes of whim or harassment. Before a transfer or assignment change is in effect, the targeted employee may meet with management and one (1) Guild representative to discuss the transfer or assignment change at the employee's request. Should the employee be transferred against his or her wishes and thus 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 send notice of all vacancies and open beats by email to all bargaining unit employees and post notices of vacancies on one centrally designated bulletin board.  
  
(b) Current employees will be given first consideration when vacancies and open beats occur subject to the rehiring requirements of Article VII, Employee Security. Seniority shall be given serious consideration when multiple current qualified employees apply for the same vacancies.  
  
(c) Notice of such vacancies shall be posted 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.  
  
(d) Employees desiring to fill such vacancies shall submit written applications within the specified period of such posting.
5. The Company will assign reporters to a beat with clearly defined coverage areas and obligations. General assignment reporting can be considered a beat, but shall include a defined focus in addition to general assignment. It is understood the Editor shall have the ultimate decision as to the daily assignments.

## **ARTICLE XI**

### **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 regular 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. The parties acknowledge that the work may demand long days at times. Schedules may include longer and shorter days during the workweek, and flexibility to work less than eight hours in a day after unexpected days where work extends beyond eight hours. It is understood that the editor or publisher assigns the work.
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 paid time beyond forty (40) hours in the work week, except as provided in Section 3(d) below. 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) hours in a workday shall be paid time-and-one-half pay 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.
  - (c) An employee must be allowed to take a duty-free lunch break or allowed to eat a meal while working during their shift. Such working meal shall be paid time.
  - (d) No employee shall work more than forty (40) hours in five (5) consecutive days in a pay-week without being compensated at time and one-half rate.
  - (e) An employee who works more than 40 hours in a work week shall not be sent home during a news event over the objections of the employee, in cases where that employee's acquired skills and knowledge of his or her beat make that person uniquely qualified to cover the news event, without the employee and his or

her supervisor meeting to discuss the issue. Such requests for overtime shall not be unreasonably denied. In the case of an employee anticipating working more than 40 hours in a work week and that employee's unique skills not being needed, the employer and employee shall meet and discuss sending the employee home for the purpose of avoiding overtime; such requests shall also not be unreasonably denied.

(f) At his or her request, an employee who has worked at least 40 hours in a work week will meet with his or her supervisor to discuss the employee going home. Such requests shall not be unreasonably denied.

(g) If an employee works more than five consecutive days and has his or her hours cut to avoid overtime, the employer shall pay time and a half for the shortest of the excess days. For example, if an employee works two hours on a Sunday and six on a Friday, the employer shall pay time and a half for the two Sunday hours. Any hours worked over forty (40) in that same period will be subject to overtime pay requirements.

(h) Except upon mutual agreement between the editor and affected employee, no employee shall work a split shift.

4. Employees called back after the regular days or night work shall receive a minimum of two (2) hours' pay for the time worked on said callback. An employee who is called back to work on their day off shall be compensated at their normal hourly rate. If the employee works beyond forty (40) hours in a payroll week, overtime will be paid for all hours worked beyond forty (40) hours. However, in the case of a callback, the employee, at their option, may take time off during the payroll period to avoid overtime. It is understood that calls to clarify story issues are not call backs for purposes of this article.

5. Schedules that deviate from the employees' usual work hours (i.e., for elections or special events) shall be provided to employees two weeks ahead of when the special schedule is set to begin whenever practical. Unplanned news events are exempt from this requirement. The planned schedule for copy editors and on-call reporters, photographers and editors shall be provided every two weeks. The schedule shall also note a list of employees, both within the Guild and within management, on vacation.

6. (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 workday. Where the employee is permitted a choice of more than one form of transportation, the shortest time by which the assignment can be reached may be allowed.

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

(c) In cases involving out-of-the-ordinary news developments, the employee is authorized to work overtime at the rate of time and one-half for actual hours worked. The 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 them 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.

(e) Employees on out of town assignments lasting longer than two weeks shall be allowed to return home at least every other weekend and shall be paid mileage at the current contractual mileage rate for such travel.

7. The employer shall provide a vehicle for employees to report all hours worked. Employees must accurately report all hours worked.

8. An employee assigned to fill in for a supervisor will receive a minimum of \$50 in addition to their regular wage for each day performing the supervisor's role. Supervisory duties must be performed during a significant part of the shift.

## **ARTICLE XII**

### **Holidays**

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

2. Employees who are normally scheduled on the day the holiday falls and 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. With the exception of staff who normally work on weekends, when a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday.

3. 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.

4. 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 supervisor not less than two (2) weeks before the religious holidays chosen.

5. Unless mutually agreed to, 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 XIII**

### **PTO – Vacations, Sick Leave**

All authorized vacation, sick and personal time away from work for employees must be applied to PTO. This PTO policy applies and is effective the first of the month following the ratification and implementation of this agreement.

Eligibility for PTO is based on employment status and length of service and is calculated as follows:

- Full-Time employees - 8 hours of paid time-off per number of days eligible.
- Part-Time employees generally working between 30-39 hours per week - 6 hours of paid time-off per number of days eligible.
- Part-Time employees generally working between 20-29 hours per week - 4 hours of paid time-off per number of days eligible.
- Part-Time employees working less than 20 hours per week are not eligible for PTO benefits.

PTO time is awarded on the first day of each fiscal year, which is the first Monday following the fourth Sunday of September. The amount of PTO time that will be awarded depends upon the employee’s length of service with Lee on October 1 of the fiscal year it is awarded, as detailed in the table below and in this policy.

Employees must select PTO dates that will be used as multi-day vacation on the basis of their seniority prior to October 1 and April 1 or lose their seniority rights for PTO selection. Employees may select the number of weeks of PTO they will have available during the PTO year. Changes shall not be made in the PTO vacation schedule, except upon mutual agreement between affected employees and the supervisor.

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

Length of Service as of October 1	PTO Fiscal Year			
	Days Eligible per fiscal year	Full-time (FT)	Part-Time (RPT)	Part-Time (PT20+)
		40 or more hours	30-39 hours	20-29 hours
Under 5 years	19	152	114	76
5 - 10 years	24	192	144	96
More than 10 years	29	232	174	116

New hires will be eligible to receive PTO time the first of the month following thirty (30) days of service at a rate of 1.5 days per full month remaining in the fiscal year. While in the initial waiting period, new hires may not borrow or advance PTO. PTO time available will be awarded as shown in the table below.

Mid-Year Allocation - 1st of the month following hire/rehire					
Hired by:	Full Months Remaining	PTO Days	Full-time (FT) Hours Awarded	Part-Time (RPT) Hours Awarded	Part-Time (PT20+) Hours Awarded
October 2	11	16.5	132	99	66
November 1	10	15	120	90	60
December 1	9	13.5	108	81	54
January 2	8	12	96	72	48
January 30	7	10.5	84	63	42
March 2	6	9	72	54	36
April 1	5	7.5	60	45	30
May 2	4	6	48	36	24
June 1	3	4.5	36	27	18
July 2	2	3	24	18	12
August 2	1	1.5	12	9	6
September 1	0	0	0	0	0

PTO time available will be adjusted on a pro-rated basis following mid-year status changes.

It is understood that carryover of PTO may happen due to the operational constraints. This should be the exception, not the rule. The carryover will be at the discretion of the editor. Requests for carryover shall not be unreasonably denied.

Any agreed upon carryover must be taken by March 31 of the following fiscal year.

Employees may not use more PTO than they have been awarded. Except as otherwise allowed in this article, employees may not carry over earned but unused PTO from year to year and may not borrow or advance PTO from future years. A PTO award may not be “cashed out” in lieu of taking the PTO time, except in cases of reduction of force.

By the second Monday in May, a Lee Enterprises human resources representative shall create a report detailing each unit member’s available PTO time. The representative shall send the list to the unit chair and to management. As soon as is possible and not before the end of May, each individual unit member shall meet with their direct supervisor to discuss remaining PTO time and endeavor to use it before the end of the fiscal year.

The Publisher, at his or her discretion, may allow the carryover of some or all unused PTO. If an employee has failed or is unable to take PTO time as of August 1 for unforeseen circumstances, he or she may forward the issue to the Labor Management Committee to discuss with the Publisher the potential for carryover. Such requests for carryover shall not be unreasonably denied by the Publisher.

Every effort will be made to accommodate each request. Requests for PTO at a particular time may be denied due to the needs of the company and other permissible considerations. Employees must use awarded PTO time while in the waiting period identified in the Short Term Disability policy. Once receiving Short Term Disability, employees must use available PTO as a supplement to replace income when they are receiving less than 100% of pay under the Short Term Disability policy.

Employees must use awarded PTO to substitute unpaid leave under the Family and Medical Leave Act (FMLA). Lee retains the right to require documentation substantiating the need for FMLA where appropriate and permitted by applicable law.

All employees who had banked sick leave prior to the transition to separate sick leave and vacation to PTO shall continue to have such accrued sick leave to use through the life of this agreement.

#### **ARTICLE XIV**

##### **Health and Welfare**

1. The Employer shall offer the current health plans, or successor plans providing equal or greater coverage, 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 to eligible employees covered by this collective bargaining agreement, upon proper enrollment.
2. Employees become eligible the first of the month following one full calendar month from the date of eligible employment.
3. The Publisher reserves the right to change the plan, including co-pays, deductibles, out-of-pocket maximums, rates, and coverage as necessary. Communication of changes will be made at least two months prior to the annual open enrollment period if changes are available, otherwise the Company will inform the Guild as soon as changes are available. For the 2021 calendar year, employees will pay the premium rates set forth below:

TRADITIONAL

	Total	Employer	% of Employer share	Employee	% of Employee share
Single	\$635.80	\$369.21	58.07	\$266.59	41.93
Employee + Children	\$1,140.71	\$709.91	62.23	\$430.80	37.77
Employee + Spouse	\$1,264.18	\$703.13	55.62	\$561.05	44.38
Family	\$1,768.13	\$1,045.89	59.15	\$722.24	40.85

HIGH DEDUCTIBLE

	Total	Employer	% of Employer share	Employee	% of Employee share
Single	\$602.75	\$453.57	75.25	\$149.18	24.75
Employee + Children	\$1,081.39	\$855.16	79.08	\$226.23	20.92
Employee + Spouse	\$1,198.44	\$853.36	71.21	\$345.08	28.79
Family	\$1,676.20	\$1,254.34	74.83	\$421.86	25.17

4. For dental, vision and other benefits, bargaining unit employees shall pay no more than the amounts paid by non-union employees of the Company.
5. The group term Life and Accidental Death and Dismemberment Insurance shall be one times (1X) the employee's annual base wage, annualized and rounded up to the nearest \$1000. The cost of this coverage within the Employer's Plan will be fully paid by the Employer.
6. The Publisher shall provide short term disability coverage as provided in the Lee Enterprises Employee Handbook, as currently in effect.
7. Medical and dependent care spending accounts will be made available and will be defined and administered as required by law.
8. 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.
9. The Employer will offer an Employee Assistance Program to assist with a wide range of problems such as marital or family distress, drug and alcohol abuse, financial problems, and grief. The employee assistance program provides consultation services and referrals to local sources. All employees and their families are encouraged to use this free program.



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.

## **ARTICLE XV**

### **Leaves of Absence**

#### **Leave of Absence**

A leave of absence is an approved absence from work without pay other than unpaid Family Medical Leave Act leave. Leaves are not granted automatically but shall not be unreasonably denied.

Each request will be considered on the basis of the impact upon the department and the employee's stated reason for the leave of absence. Unpaid leave may be granted to be used in conjunction with available paid time. Requests for a leave of absence must be submitted in writing to the employee's immediate supervisor. The supervisor will request approval from the appropriate Vice President. Approval must be in writing.

#### **Union Leave**

An unpaid leave of absence, not to exceed one (1) week, shall be granted for union business for three (3) employees in each year of this agreement.

Employees shall receive union leaves of absence without prejudice to continuous service in determination of severance pay. Upon request, unpaid leaves of absence shall be granted to delegates elected to The NewsGuild, CWA or AFL-CIO conventions or trainings, both national and local; to delegates elected to special meetings called by The NewsGuild; and to employees elected or appointed to local or national Guild, CWA or AFL-CIO office or position.

Pending management approval, the number of employees allowed on unpaid leave for meetings or trainings for more than two (2) days of work at a time shall be limited to one (1) at a time. Such longer unpaid leave with management approval shall be no more than five (5) consecutive days. The number of employees allowed on unpaid leave for meetings or trainings for one (1) or two (2) days of work shall be limited to two (2) at a time depending on management approval. Requested union leave shall not be unreasonably denied.

#### **Sabbatical Leave**

Upon request, individuals who have been employed for more than five years may take an unpaid sabbatical of up to twelve (12) weeks. With agreement from the Publisher, the sabbatical may be longer. Requests for sabbatical shall be made at least three months prior to the proposed beginning date. When requesting longer than twelve weeks, the employee shall provide the purpose of sabbatical such as continued education, travel, volunteer work or a writing project. Employees may use available paid time off with pay as part of the sabbatical.

#### **Bereavement Leave**

When a death occurs in your immediate family, the employee shall receive up to three (3) working days off, with pay, to make arrangements and/or to attend services. Funeral leave should be arranged with the employee's supervisor. Additional paid leave may be granted at the discretion of the Publisher.

The immediate family includes parents, spouse, domestic partner, children, sisters, brothers, mother-in-law and father-in-law, and the employee's grandparents.

#### **Parental Leave**

In order to give parents flexibility and time to bond with their new child, employees will receive three (3) weeks of paid leave for the birth of a new child or adoption.

This benefit is provided to all fulltime and part-time employees who are scheduled to work at least 20 hours a week. Part time employees will receive parental leave based on their status on the leave date on the same prorated basis as paid time. Employees are eligible for this benefit the first of the month following 30 days of service.

In order to qualify for paid parental leave the employee must meet one of the following criteria:

1. Have given birth to a child; OR
2. Be the parent to the newborn; OR
3. Have adopted a child who is 17 years of age or younger (this does not include adoption of a stepchild by a stepparent).

Parental Leave must be taken within one year following the birth or adoption of a child and the entire three (3) weeks must be taken simultaneously. This benefit may be used in addition to any paid time taken using vacation, sick, personal or short-term disability benefit, if applicable. If the employee is eligible for FMLA leave, paid parental leave may be used to supplement unpaid leave while on FMLA leave. Parental leave may also be used outside of, or in addition to, leave taken under FMLA. Benefits will remain the same while the employee is on parental leave. Any unused parental leave may not be cashed out. Requests for additional unpaid leave may be granted at the Employer's discretion.

Eligible employees should notify his or her supervisor, in writing, of the need for parental leave as soon as possible in advance of the leave date.

## **ARTICLE XVI**

### **Military Service**

1. The Publisher will comply with all federal and state laws governing employees who are called to active service or who volunteer for active service, including reservists.
2. Employees must notify their supervisor as far in advance as possible of the duty dates and provide them with a copy of the employee's orders. Upon return from active duty, the employee must provide the Publisher or designee with a copy of military pay and allowances received during active duty in order to receive any appropriate differential.
3. Employees will continue, for up to twelve months, to receive the equivalent of their base pay, less any military pay they receive while in active duty.
4. The employee will have ninety days to return to their employment after being released from active duty.
5. The returning employee will be returned to the same or a substantially similar position.
6. If the employee wants to continue Company health, dental or vision coverage during their military leave, the Publisher will continue their requested coverage at the same cost-sharing basis that existed prior to military leave for up to twenty-four (24) months. Employees must inform the Company of their intent to continue coverage within sixty (60) days of the date the leave of absence begins. Failure to do so will result in termination of coverage on the date the leave began.
7. Life Insurance, Short and Long-Term disability coverage will cease at the beginning of the leave of absence. Upon return to eligible employment from military leave the employee will be reinstated in these benefits.

## **ARTICLE XVII**

### **Wages**

1. All bargaining unit employees shall be compensated at not less than \$35,000 per year.
2. Upon ratification of this Agreement, all employees currently making below the minimum rate shall be placed at the minimum rate.
3. Employees currently paid above the minimums herein shall maintain such pay. The amount above the top minimum shall be considered merit pay.
4. All bargaining unit employees shall receive a one-time payment of \$100 to be paid in the first pay period following ratification.

## **ARTICLE XVIII**

### **General Wage Provisions**

1. In the application of the schedules of minimums in Article XVII, Wages, experience shall include all employment in comparable work. Employees shall be classified as to the job title at the time of employment, transfer or promotion. Current bargaining unit job titles are reporter, photographer, copy editor, outdoors editor, editor of niche publications, deputy chief photographer, news designer and clerk.
2. There shall be no reduction in salaries during the life of this agreement, except that pay above scale granted for a specific additional job function may be reduced if the employee no longer performs the additional function.
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 wage or salary less than the minimum set up in this agreement or less than any wage or salary established between the Publisher and the Guild. Individual merit may be recognized by increases above the minimum.
4. Pay shall be received every two weeks and shall be available to employees by direct deposit or check upon the employee's selection through the payroll system.. 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 job title set forth in Article XVIII, Wages, is contained in the job descriptions.  
  
(b) No job content of job titles 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, the Publisher shall furnish the Union with the proposed job description and the parties shall negotiate a new minimum.

## **ARTICLE XIX**

### **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 at \$0.30 per mile.
  - (a) The Publisher may provide an automobile as available for bargaining unit employees for use on duty and for travel unless the employee prefers to use his/her own automobile.
3. Necessary working equipment shall be provided by the Publisher, including but not limited to adequate computers and software, note pads, photo equipment and supplies. If a photographer uses his or her own equipment, the Publisher will provide a \$64.62 stipend per paycheck.
4. The Publisher will provide or reimburse the employee for reasonable expenses of maintaining an office for employees permanently based outside of Billings, including but not limited to internet access and office supplies. For employees on assignment outside of Billings on a temporary basis, the Publisher shall provide or reimburse the employee for all reasonable expenses related to such assignment.
5. At the employee's option, The Publisher shall provide a company-provided cell phone or reimburse \$40 per month for employees required by management to have a cell phone with data.
6. The employer will pay relocation cost reimbursement amounts, of at least \$500 to newly hired employees or to employees who accept a transfer from one work location to another as provided in Article 12, Transfers and Promotions.

**ARTICLE XX**  
**Miscellaneous**

1. (a) In editing of bylined reviews, columns, 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. The editor has the option to hold the story.
  - (b) 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. In the event of an error being inserted into the story by an editor, the correction will note that it was not the reporters' error.
  - (c) If after editing, the reporter feels that their story has been changed significantly from the original, at the reporters' request an adjusted byline may run that states "By Billings Gazette Staff". If a story has been edited significantly, the reporter shall be given an opportunity to review the edited story before it publishes. The editor has the option to hold the story.
2. (a) The Publisher agrees to provide a bulletin board suitably placed for the exclusive use 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 outside of the newsroom 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 or activities

that have an impact on the journalistic integrity of the Publisher. The employee shall consult with a senior editor prior to performing any work for other media in direct competition with the Publisher or any other activity that might be in conflict with the journalistic integrity of the Publisher. The Publisher reserves the right to deny the request, but such requests shall not be unreasonably denied. The determination of freelance or other work as work for a competitor shall be narrowly drawn and shall not be arbitrary.

5. Employees that submit photos taken on their time off that are subsequently published will be paid a minimum of one (1) hour of pay.

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 provided the pay the employee receives from the courts for serving on the jury is turned in to the Publisher.

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 Union 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. Two (2) Guild representatives and the new employees shall be given one (1) hour of company time to discuss the contract. The company and the union shall evenly share the cost of printing the contract.

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. A unit member may be designated to participate in the Billings Gazette safety committee.

9. No employee shall be assigned to any aircraft flight over his or her objection.

10. An employee shall receive a copy of any documents that will be placed in his or her personnel 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. Employees shall be notified of and may request to receive copies of any written comment concerning the employee received from the public by the Publisher or Editor.

11. The Employee Handbook contains all Publisher policies and procedures applicable to employees. Such policies and procedures shall apply to all unit employees unless the policy is superseded by the Contract. Bargaining unit employees and the Union's representative shall be notified of any changes in policies or procedures. Upon request by the Union, the Parties shall bargain over the effects of any new or modified policy or procedure.

12. Assignment to night shifts shall not be made for the purpose of whim or harassment.

13. 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 may consider requests for

training from among employees who are interested in enhancing skills for their current position and expanding skills for other roles. The Publisher will pay for expenses related to the approved training. Employees will not have to use Paid Time Off to go through approved training.

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

15. In the event of the closure of the Billings Gazette or cessation of its digital and/or print product, the Employer shall maintain the newspaper's website, complete with entire archives, for the use and consumption of readers and former employees.

16. Adequate accommodations for nursing and/or expressing milk shall be made for up to two years after birth of a child. Accommodations shall include frequent and adequate time to nurse or express milk during the employee's shift and a private, sanitary room to be used for nursing/expressing.

17. The Employer shall endeavor to maintain a physical newsroom adequate to allow all bargaining unit employees a space to perform their job. If a physical newsroom is to be eliminated, the Publisher shall notify the Guild within one week of the decision being made to do so and at least two weeks before the newsroom is to be eliminated. The Employer shall bargain over the effects.

18. (a) Editors shall provide regular feedback to employees about their work performance. Upon the employee's request, but no more than once a year, the Publisher shall have a one-on-one meeting with the employee to provide feedback. This feedback may or may not be in writing. Such evaluations shall be used solely to reflect on the employee's past 12 months of employment and shall be used to identify the employee's strengths and any training/coaching needs, and to provide the employee with an opportunity to discuss the employee's goals and career-path possibilities. Evaluations shall not be used or construed as a disciplinary step.

(b) Through the Labor Management Committee, bargaining unit employees may provide a written evaluation of the manager who the employees are supervised by. Such evaluations may be submitted anonymously. The evaluation shall cover the work areas of leadership and supervision, communications, work plan management and commitment to a quality and equitable workplace culture.

## **ARTICLE XXI**

### **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 usual and customary protection and protective devices essential to the assignment, such as fire gear when covering fires and reflective vests when in traffic situations.
3. Employees assigned to work within areas of riot or civil commotion or natural disasters, such as wildfires, shall be reimbursed for loss or damage to personal property.

## **ARTICLE XXII**

### **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, 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. The Publisher and the union recognize that the Publisher must produce the above documents if mandated by a court.
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, libel, or any other charge related to the performance of the employee's work, the Publisher shall provide legal defense and shall indemnify the employee if in the Publisher's judgment the employee incurred these charges in the discharge of his/her duties. Should the employee disagree with the position taken by the Publisher as to surrender upon court order, 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 upon court order, 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.
5. The Publisher will comply with and shall not waive Montana shield laws.

## **ARTICLE XXIII**

### **Drug and Alcohol Policy**

The Billings Gazette prohibits the manufacture, distribution, dispensation, presence, or use of alcohol, drugs and other controlled substances on its property or worksites. A limited exception exists for the reasonable consumption and possession of alcohol at company sponsored functions, when approved by the company. Employees violating this prohibition will be subject to discipline, up to and including discharge.

Employees taking an over-the-counter or prescription drug that may affect work performance are urged to report this information to their Supervisor. The Billings Gazette may relieve the employee of work duties if the use of the drug is deemed likely to impair the employee's faculties or work performance. An employee who appears to be impaired during work hours will not be allowed to work, regardless of the cause. For purposes of this policy, the term "controlled substance" includes, but is not limited to, the use of prescription drugs without the appropriate prescription or use other than as prescribed.

An employee who is convicted of, pleads guilty or nolo contendere to a drug or alcohol related violation must inform Billings Gazette management within five (5) days of such conviction or plea. Failure to provide the required notification will result in discipline, up to and including termination of employment. Upon reporting the conviction or plea, Billings Gazette will review the circumstances and determine what discipline shall occur, up to and including termination.

An employee's violation of this policy may result in a reduction of benefit programs such as workers compensation benefits.

The Billings Gazette uses drug or alcohol testing to help administer and enforce this policy. Employees may be tested for reasonable suspicion, after workplace accidents and when returning from rehabilitation.

In the event Montana law conflicts with the provisions of this article, the law will prevail.

(1) **Reasonable suspicion Testing** — Current employees can be asked to submit to a drug and/or alcohol test if reasonable suspicion exists to indicate that their health or ability to perform work might be impaired. Factors that could establish cause include, but are not limited to:

1. Continuing and reoccurring changes in work performance;
2. Repeated failure to follow instructions or operating procedures;
3. Violation of company safety policies;
4. Involvement in an accident or near accident;
5. Discovery or presence of illegal or suspicious substances or materials in an employee's possession or near the employee's workplace;
6. Odor and/or residual odor peculiar to some chemical or controlled substances;
7. Unexplained and/or frequent absenteeism;
8. Personality changes or disorientation; and
9. Reports, anonymous or otherwise, of drug or alcohol use will be investigated by the Company. Testing will occur if the investigation's findings warrant.

(2) **Workplace Accident Testing** – Employees may be tested for the presence of drugs or alcohol in their system following an accident in the workplace if the accident caused:

- bodily injury or death;
- injury to an employee requiring filing of a report or record under the Occupational Safety and Health Act (OSHA); or
- property damage estimated to be greater than \$1,000

(3) **Post-Rehabilitation Testing** — Employees who have been referred to rehabilitation by the Billings Gazette are tested before they return to the job and may be subject to additional testing as part of their return to work agreement.

#### **Test and Post-Test Procedures**

1. All testing is done by a lab chosen by the Billings Gazette. Controlled substance screening detects the following: marijuana metabolites, cocaine metabolites, amphetamines (including methamphetamine), opiates, and phencyclidine.
2. If an initial drug test is positive, a confirmation test is performed on the same specimen.
3. Once selected for a test under this policy, employees must sign a Chemical Screening Consent and Release Form. Employees who refuse to sign the form and/or submit to the test in their first incident will be treated as if they tested positive. Employees who refuse to sign the form or Submit to testing in the second incident will be subject to discipline, up to and including discharge.
4. If the physician, official, or lab worker has reasonable suspicion that the employee has tampered with the specimen, the employee will be subject to discipline, up to and including discharge.
5. All results are kept confidential. Employees with negative test results may continue working. A confirmed positive test results in mandatory referral to the EAP unless the employee engages in violent behavior and/or



damage to company property. A second confirmed positive test and the employee will be subject to discipline, up to and including discharge.

6. Alternatively, employees with a confirmed positive test can, at their option and expense, have a second confirmation test made on the same specimen. An employee is not allowed to submit another specimen for testing. There shall be a split sample that will be made available for a second test upon the employee's request.

7. An employee awaiting test results shall be sent home without pay during the time required for a specimen to be evaluated. Employees who test negative shall be compensated for the time missed.

8. An alcohol concentration of .08 or higher, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent, is considered a positive alcohol test result and violates this policy.

### **Disciplinary Action**

The possession, dispensation, distribution, sale or use of alcoholic beverages, illegal drugs or marijuana during company time, on company premises, in company vehicles or at other work sites where employees may be assigned 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 and mandatory referral to the Employee Assistance Program (EAP). Except for use, an employee determined to be in violation of this section is subject to disciplinary action, up to and including termination. Nothing in this paragraph prohibits the Publisher from disciplining an employee for cause up to and including termination.

### **Rehabilitation**

Employees receiving a referral to the EAP must complete in its entirety whatever the course of action the EAP may direct, which may include random testing by a Substance Abuse Professional, at the direction of the EAP for no longer than one (1) year.

When the above conditions are met, no adverse employment action will be taken against the employee based on the positive drug or alcohol test, so long as the employee complies with the requirements of rehabilitation and successfully completes rehabilitation. Requirements of rehabilitation include, but are not limited to, the following: (1) The employee must contact the Employee Assistance Program within 14 days of the date of written notice of a positive test, (2) The employee must sign a release of information to allow the EAP substance abuse professional to notify the Billings Gazette of employee's compliance with the rehabilitation program, and (3) upon return to work, the employee must submit to a drug and/or alcohol test. The Billings Gazette will not subsidize any costs of such rehabilitation or treatment, beyond any subsidy a group health insurance policy, if any, provides.

## **Article XXIV**

### **No Strikes/No Lockout**

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

Any and all employees participating in any activity proscribed herein shall be subject to disciplinary action, up to and including discharge.

There shall be no lockout by the Employer during the term of this Agreement.

## **Article XXV**

### **Management clause**

1. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not.
2. The exclusive rights of the Employer which are not abridged by this Agreement shall include but are not limited to the following rights: establishing and changing practices and procedures for the conduct of the business; determining and redetermining the methods, processes and materials to be used; establishing and discontinuing processes or operations of the Employer; establishing and changing work and quality standards; evaluating employee performance; establishing and changing rules of work and conduct that it deems necessary; establishing and changing production methods, standards and job content; establishing and changing hours and shifts in accordance with the terms of this Agreement; determining, changing or discontinuing equipment used in the Employer's operation; establishing and changing work schedules and assignments in accordance with the terms of this Agreement; laying off employees in accordance with the terms of this Agreement; suspending or discharging employees for cause in accordance with the terms of this Agreement; making and enforcing safety rules; conducting job studies; subcontracting in accordance with the terms of this Agreement; transfer of work in accordance with the terms of this Agreement; otherwise taking such measures not in conflict with the terms of this Agreement as management may determine to be necessary for the orderly, efficient, and profitable operation of the business.
3. The Employer recognizes the Union's right to effects bargain over any and all changes in policy or conditions of employment, at the Union's request.

## **ARTICLE XXVI**

### **Content and Publication**

Management owns all content produced by employees in the course of their work for the Publisher. Management shall determine content to be published including the adding, removing and or frequency of publications at its discretion. There shall be no restriction on the Publisher's ability to share content created by bargaining unit employees or to receive content from outside providers for national, regional or otherwise relevant content. Such receiving of content from outside providers shall not directly result in the elimination of bargaining unit employees or positions, meaning full replacement such as assigning all work of a full-time employee to a freelancer.

## **Article XXVII**

### **Part-time Employees, Temporary Employees and Interns**

1. A part-time employee is one who is hired to work fewer than thirty (30) hours in a work week.
  - (a) Normally, part-time employees will not be scheduled to work more than five (5) days in a work week.
  - (b) Part-time employees may decline workdays outside of their posted schedule.
  - (c) Hours worked by a part-time employee in a week may increase to thirty (30) or more hours or decrease based on business needs without changing the employee's part-time status. The Company will comply with all ACA provisions.

2. Two or more Part-time employees shall not be hired to do the work of a full time employee if the effect is to displace that full-time employee
3. 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, in which case the temporary employment may be for the duration of the leave. Part-time and temporary employees may work a set schedule or work an irregular schedule to meet business needs. If a temporary employee is hired under a specific grant, the components of the grant will be controlling, unless it conflicts with the terms of this Agreement. The parties will meet to discuss a resolution if there is an issue. A temporary employee who is hired for a permanent position with less than a 60 day break in service shall have their date of hire the date they started the temporary position.
4. Part-time employees shall receive benefits in accordance with applicable law.
5. Part-time employees will be paid in accordance with the wage section of this Agreement.
6. Part-time employees who apply for open positions will be given first consideration ahead of outside applicants to fill full-time vacancies within the part-time employee's job title.
7. Interns are defined as students currently enrolled in a college or high school program or recent college graduates. Interns may be hired and work for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Interns shall be paid not less than state minimum wage.

**ARTICLE XXVIII**  
**Duration and Renewal**

1. This agreement shall commence on November 1, 2020 and expire October 31, 2021.
2. 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.
3. 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:

Thomas Lutey  
Phoebe Tollefson  
Victor Flores  
Brett French  
Rob Rogers  
Hunter Paniagua  
Anthony Mulligan

FOR THE PUBLISHER:

James Gaasterland  
Astrid Garcia

November 11, 2020  
Date Signed

**MEMORANDUM OF AGREEMENT**

**Concerning a Voluntary Buyout Offer**

1. The Parties agree that, after the effective date of this Contract, the employer shall present a voluntary buyout offer to bargaining unit employees with the following conditions.
2. The offer shall include forty-five days to consider the offer and seven days to revoke.
3. Employees accepting the offer shall receive one week's pay for each six months of continuous service or major portion thereof, with a minimum of four weeks' pay and a maximum of twenty-six weeks' pay.
4. Employees shall also receive \$2,400 in addition to the separation pay described in section 2 above. The additional money is intended to offset the cost of COBRA health care continuation. Such additional payment will be paid to all employees accepting the buyout offer without regard to health insurance enrollment status.
5. The Employer shall accept at no more than three volunteers. If more than three bargaining unit employees apply for the buyout, those receiving the buyout shall be based on reverse seniority order, without regard to job title. The employer shall accept all applicants up to three.
6. In order to receive the buyout amounts described in Sections 2 and 3 above, the employee must work through the separation day, to be no sooner than forty-five days after the buyout offer is made, and signs and does not revoke the general waiver and release not to sue.
7. The separation amount provided in Section 2 above shall be paid out in a lump sum upon the date of separation, and after any applicable waiting period has been met. . The additional amount provided in Section 3 above shall be paid in a lump sum.