

# **CONTRACT**

**Lee Enterprises  
Casper Star-Tribune  
and  
Denver Newspaper Guild-CWA Local 37074  
Casper News Guild Bargaining Unit  
(Covering Newsroom Employees)**

**EFFECTIVE  
October 1, 2021 – September 30, 2023**

## Contents

PREAMBLE.....	1
ARTICLE I EXEMPTIONS.....	1
ARTICLE II JURISDICTION.....	1
ARTICLE III DUES DEDUCTION.....	2
ARTICLE IV HIRING AND INFORMATION.....	3
ARTICLE V LABOR MANAGEMENT COMMITTEE.....	4
ARTICLE VI NON-DISCRIMINATION.....	5
ARTICLE VII HARASSMENT-FREE WORKPLACE.....	5
ARTICLE VIII GRIEVANCE PROCEDURE.....	6
ARTICLE IX EMPLOYEE SECURITY.....	8
ARTICLE X SEVERANCE PAY.....	10
ARTICLE XI DEFINED CONTRIBUTION PLAN (401(K)).....	10
ARTICLE XII TRANSFERS AND PROMOTIONS.....	11
ARTICLE XIII HOURS OF WORK AND OVERTIME.....	12
ARTICLE XIV HOLIDAYS.....	15
ARTICLE XV PTO – VACATIONS, SICK LEAVE.....	15
ARTICLE XVI HEALTH AND WELFARE.....	19
ARTICLE XVII LEAVES OF ABSENCE.....	20
ARTICLE XVIII MILITARY SERVICE.....	22
ARTICLE XIX WAGES.....	23
ARTICLE XX GENERAL WAGE PROVISIONS.....	23
ARTICLE XXI EXPENSES AND EQUIPMENT.....	24
ARTICLE XXII MISCELLANEOUS.....	25
ARTICLE XXIII HAZARDOUS CONDITIONS.....	28
ARTICLE XXIX PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION.....	28
ARTICLE XXV DRUG AND ALCOHOL POLICY.....	29
ARTICLE XXVI MANAGEMENT RIGHTS CLAUSE.....	31
ARTICLE XXVII NO STRIKES.....	32
ARTICLE XXVIII PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES AND INTERNS.....	32
ARTICLE XXIX DURATION AND RENEWAL.....	33
MEMORANDUM OF AGREEMENT NUMBER 1.....	34

## **CONTRACT AND AGREEMENT**

### **Preamble**

This contract and agreement is made effective October 1, 2021, by and between the Casper Star-Tribune, 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 Casper Star-Tribune, 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 by the NLRB.

The bargaining unit includes all full-time and regular part-time newsroom employees, excluding intern employees employed by the Employer.

### **ARTICLE I Exemptions**

1. Managers, supervisors, confidential employees, and guards, as defined by the National Labor Relations Act, are exempted from the Guild bargaining unit.
2. The Publisher shall notify the Guild of any additional exemptions. All exemptions must conform with the criteria for manager, supervisor, or confidential employee as established by 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 shall be decided by the NLRB.

### **ARTICLE II Jurisdiction**

1. This Contract covers all full-time and regular part-time newsroom employees at the Employer’s offices in Casper, Wyoming; including reporters, copy editors, photographers and sports reporters, but excluding all other employees, interns, seasonal employees, managerial 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 XII, Section 19 Miscellaneous 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  
Dues Deduction**

1. Upon an employee's voluntary written assignment, the Publisher shall deduct from the earnings of such employee and pay to the Treasurer of the Denver Newspaper Guild not later than the 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.

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

To: The Casper Star-Tribune:

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.

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

#### **ARTICLE 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. Upon opening of a bargaining unit position, the Star-Tribune will, in order to make the staffing of the newsroom reflect the community, the Company will strive to interview at least one woman, a member of a traditionally under-represented group, and a local applicant who meet the minimum qualifications and apply in a timely manner for the position. The minimum qualifications shall not include education requirements beyond what is needed to perform the duties of the position. The Star-Tribune will intentionally recruit diverse applicants in order to ensure compliance with this section, including but not limited to working with minority journalism organizations and indicating the newspaper's interest in under-represented candidates on job listings. The Company and the Union will meet quarterly at the LMC to discuss progress in hiring a diverse newsroom.
5. (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 IX, 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.
6. The Company will assign reporters to a beat with clearly defined coverage areas and obligations. General assignment reporting can be considered a beat but may include a defined areas of focus in addition to general assignment. It is understood the Editor shall have the ultimate decision as to the daily assignments.
7. When finalized, the company shall provide an update to the guild when the status of open bargaining unit positions change.

## **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 Non-Discrimination**

The publisher will comply with all federal and state employment opportunity laws and do not discriminate in our employment and personnel practices against any person on the basis of race, color, creed, religion, national origin, sex, age, disability, marital status, sexual orientation, genetic information, or as otherwise provided by law.

## **ARTICLE VII Harassment-Free Workplace**

The Company is committed to a work environment that promotes equal employment opportunities and is free from discrimination and harassment. Discrimination or harassment on the basis of race, color, religion, sex, age, disability, marital status, national origin, or any other characteristic protected by law is prohibited and will not be tolerated.

Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, national origin, age, disability, marital status, citizenship or any other characteristic protected by law, and that: (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; or (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely impacts an individual's employment opportunities.

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

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

An action need not rise to the level that is a violation of state or federal/national law before it will be considered a violation of this policy. The Company policy may be stricter in its application and prohibit a broader range of conduct than would be required to meet a legal definition of harassment as applied by the courts or government agencies.

The Company encourages reporting of all perceived incidents of harassment or discrimination, regardless of the offender's identity or position.

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

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

All complaints will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Employees are encouraged to cooperate fully in any such investigation.

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

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

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

## **ARTICLE VIII 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.<sup>[SEP]</sup>
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 IX**

### **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 VIII, 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. Progressive discipline will generally be represented by the following:
  - (a) Oral Warning
  - (b) Written Warning
  - (c) Final Written Warning and/or Suspension
  - (d) Discharge

It is understood that some circumstances may require immediate dismissal, for instance violence in the workplace.

5. All discipline is subject to the just cause standard and the grievance and arbitration process set forth in the Agreement. Before any meeting that may result in discipline, a bargaining unit employee shall have the right to request a union representative be present.

6. Dismissals to reduce the force, as distinguished from dismissals for just and sufficient cause, may be made in accordance with several factors, including competency of employee, Publisher needs and seniority.

(a) 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.

(1) Less senior employees with abilities or differences in qualifications for a particular function demonstrably not available from the more senior employee may be retained while the more senior employee is dismissed.

(2) The employer shall be allowed to have up to two (2) bargaining unit employees on a protect list who shall be insulated from layoffs.

(b) The Publisher shall notify the Guild of 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 VII, 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, except when the employee scheduled to be laid off still desires to leave.

(d) Reductions in force are based on continuous full-time service with the Star-Tribune.

7. 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 last 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.

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

9. 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, 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 X Severance Pay**

1. 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 with the Casper Star Tribune or Lee Enterprises up to sixteen (16) 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.

2. Upon dismissal for reasons of reduction in force, an employee shall be paid any remaining earned and unused PTO. Earned and unused PTO shall also be paid to the estate of an employee in the event of that employee's death.

3. Any employee with years of service above the 16 week who is dismissed to reduce the force during the term of this agreement will be eligible for severance up to a maximum of 26 weeks, based on one weeks' pay for every year of continuous service with the Employer.

### **ARTICLE XI 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 5% of the employee's pay each payroll period. At any time, including prior to the commencement of the automatic enrollment, 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 XII 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 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.

### **ARTICLE XIII Hours of Work and Overtime**

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. For work beyond forty (40) hours performed on a sixth or a seventh consecutive day of work without regard to pay weeks the employee shall be compensated at the 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. The company will make every effort to minimize the use of split shifts whenever possible. Prior to the use of a split shift the Company and Employee will discuss the need with the employee.

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 or a sixth or seventh consecutive day without regard to payroll weeks as provided in Section 3(d) above, overtime will be paid for all hours worked beyond forty (40) hours or for those hours worked on the sixth or seventh consecutive day. 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. That part of a scheduled shift within ten (10) hours after the completion of the employee's previously scheduled shift shall be paid for at the rate of time and one-half. Agreed-upon exceptions to this will be the shifts immediately following municipal, state and federal elections.

6. 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.

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

(f) The Employer shall provide a travel budget adequate to provide for travel that is needed to cover state-wide news, including the state legislative session.

8. The employer shall provide a vehicle for employees to report all hours worked. Employees must accurately report all hours worked. During the week that overtime is accrued, the Company and bargaining unit employees shall communicate about hours worked.

9. 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. An employee assigned to fulfill the majority of a supervisory role meaning assigning work, managing staff or developing the news plan for the day will receive a minimum of \$50 in addition to their regular wage for each day performing the supervisor's role.

10. The availability and payment of overtime shall be a resource strictly dispersed based on operational need and as identified in 3 (e). Whenever there are vacancies in bargaining unit positions, overtime may be more readily available at the discretion of the supervisor in order to cover the duties of the vacant position. Overtime shall not be unreasonably denied or limited by the Company.



**ARTICLE XIV**  
**Holidays**

1. The recognized holidays are: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.
2. Employees who are not required to work on those holidays will receive their regular day's pay. Full-time employees who are required to work on a holiday will be paid at double the straight-time rate for not less than eight (8) hours. 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. 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 XV**  
**PTO – Vacations, Sick Leave**

**Paid-Time-Off (PTO)**

PTO accrual is based on fiscal year. Fiscal year is defined as the period from October 1 through September 30.

Eligibility for PTO is based on employment status and length of service, as noted below:

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

PTO time is accrued as work is performed and is made available each biweekly pay period at the rate below. The amount of PTO time that will be accrued is based on an employee's length of service with

Lee, as detailed in the table below. The amount of PTO accrued will increase on the employee's anniversary date after five (5) years of service and after ten (10) years of service with Lee.

Length of Service on Anniversary Date	PTO Fiscal Year						
	Days Eligible	Full-time (FT) 40 or more hours		Part-Time (RPT) 30-39 hours		Part-Time (PT20+) 20-29 hours	
		Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance
Under 5 years	15	4.62	120	3.47	90	2.31	60
5 - 10 years	20	6.16	160	4.62	120	3.08	80
More than 10 years	25	7.70	200	5.77	150	3.85	100

New hires will accrue PTO time at the same biweekly rate above beginning on the first pay period after the eligibility date of the first of the month following thirty (30) days of service

Employees may use the amount of PTO the employee is scheduled to accrue during the fiscal year before it is accrued. However, employees may not use more PTO in any fiscal year than their annual fiscal year PTO accrual amount as detailed in the chart above. If there is a specific need for time off and the employee has exhausted their annual PTO, the employee may borrow up to three (3) days from the next fiscal year. As always, the scheduling of the additional three days is at the discretion of the supervisor.

When an eligible employee reaches the next level of service, the PTO accrual rate will increase in the first pay period following the employee's anniversary date.

PTO accrual will be adjusted following mid-year status changes (FT to PT20, etc.) effective the first pay period following the employee's status change.

Employees must use their allotted PTO time in the same fiscal year it is accrued. PTO time is intended to be a benefit for wage replacement for time away from work used only for days off, and not intended as a cash program or the ability of an employee to take cash in lieu of time off. As a result, PTO may only be paid to an employee when connected with an eligible day off from work or upon termination of employment. Upon termination of employment, an employee will be paid for accrued but unused PTO hours.

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.

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.

Employees are not able to carry over unused PTO into a subsequent fiscal year except as noted below. Where carry over is required, available time is subject to an "earnings" cap, meaning the maximum amount of PTO an employee can earn is equal to the one year earn rate provided in this policy. Once an employee reaches the cap, the employee will not earn any additional PTO for the remainder 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.

PTO pay will be calculated at an employee's current base rate of pay.

PTO time should be planned in advance with an employee's supervisor. Other than sick leave days, taking unapproved time off may result in an unpaid absence from work and may be subject to disciplinary action, up to and including termination. 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 considerations.

Employees must use allotted sick time and PTO while in the waiting period identified in the Short Term Disability policy. Employees must use earned PTO as a supplement to replace income when receiving Short Term Disability benefits that are less than 100% of pay for the related absence. Employees must use allotted PTO time concurrently during a Family and Medical Leave Act (FMLA) leave.

### **Sick Leave**

All bargaining unit employees shall receive paid sick leave for times when they are medically unable to perform work due to illness and other defined reasons.

Sick leave is provided on the date of hire for use during the current fiscal year and then on the first day of each fiscal year thereafter.

Sick leave is wage replacement for days absent from work due to medical inability to work. Unused sick leave does not carry over year to year, is not available for any use other than days off from scheduled work due to medical inability to work, including mental health or needed personal days, and is not paid out at the end of the fiscal year or at the time of separation from employment, except where otherwise required by state law.

Eligibility:

- Full-time employees will receive 40 hours per fiscal year
- Regular Part-time employees will receive 30 hours per fiscal year
- PT20+ and PT19 employees will receive 24 hours per fiscal year

Sick leave may be used for any of the purposes designated by applicable law, and in particular the following:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member.
- To obtain services as a victim of domestic violence, sexual assault or stalking, such as medical attention, services from a shelter, program or rape crisis center, counseling, or to participate in safety planning or relocation.

As used in this Article, "family member" means any of the following: a child (biological, adopted, foster, stepchild, legal ward, or child to whom the employee stands in loco parentis), spouse, registered domestic partner, parent, grandparent, grandchild, or sibling.

Employees may use paid sick leave in minimum increments of one (1) hour. If the need for paid sick leave is foreseeable, the employee must provide reasonable advanced notification of the need for sick leave to their supervisor or Human Resources. If the need is unforeseeable, the employee must provide notice as soon as practicable under the circumstances. If the employee is too ill or otherwise incapacitated and cannot call their supervisor, a relative or other responsible adult can notify human resources or the employee's manager. Please note that failure to give proper advance notice of an absence may result in discipline, up to and including termination.

Employees may use paid sick leave as specified in this policy and consistent with applicable law, or as mental health/personal days. PTO is more flexible, and can be used for any of the purposes indicated in this policy, including time off for recreation, sickness, injury or for personal days.

Employees with sick time under previous policies will be required to use sick time before using any PTO time if the absence is for illness, injury or preventive health care for themselves or a qualified dependent. Employees must use any sick time under previous policies before they are eligible to receive benefits under the Short-Term Disability policy.

Employees will not be retaliated against for requesting or using sick leave pursuant to this Article.

**ARTICLE XVI**  
**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 shall become eligible the first of the month following one full calendar month from the date of eligible employment.
3. The Publisher reserves the right to change the 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 2022 calendar-year, employee shall pay the premium rates set forth below.

	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 +	\$1,198.44	\$853.36	71.21	\$345.08	28.79

Spouse					
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.

10. In the event of coverage of a traumatic news event or other traumatic work-related event that requires additional mental health services, the Company shall make mental health services readily available beyond what is available via the EAP.

**ARTICLE XVII**  
**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 week, shall be granted for union business for one employee 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.

### **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 vacation with pay as part the sabbatical.

### **Bereavement Leave**

When a death occurs in your immediate family, the employee may receive up to four working days off, with pay, to make arrangement 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. Requests for funeral leave concerning the death of a person close to the employee but not listed above shall be given consideration and not unreasonably denied.

### **Parental Leave**

In order to give parents flexibility and time to bond with their new child, employees will receive four (4) 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 biological 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 step parent).

Parental Leave must be taken within one year following the birth or adoption of a child and the entire four 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.

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.

### **Volunteer Time Off**

The Publisher shall provide paid volunteer time off as provided in the Lee Enterprises Employee Handbook, as currently in effect.

## **ARTICLE XVIII 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.

8. If the employee is participating in ESPP, arrangements must be made by the employee to make required employee contributions prior to the expiration of the ESPP plan year.

9. If in place prior to the leave, Retirement Account Plan Profit Sharing Company Contributions will continue during the leave and will be based upon the employee's regular weekly wage. Employee contributions may also be continued and will be company matched, as applicable. Arrangements must be made by the employee on leave for making employee contributions during leave or upon return to work.

## **ARTICLE XIX**

### **Wages**

1. (a) Retroactive to October 1, 2021, bargaining unit employees in the covered job titles of Reporter, Photographer, Copy Editor and Community Editor shall be compensated at not less than the rate of \$33,500 annually (\$16.1058 per hour). On October 1, 2022 the minimum shall be increased to \$35,000 annually (\$16.8269 per hour).

2. All bargaining unit employees except the UW sports reporter shall be classified as hourly, overtime-eligible. As provided in the original MOA #1, the UW sports reporter position shall be classified as salaried overtime exempt and shall receive an annual salary of not less than \$40,000 (\$769.23 per week). On October 1, 2022, the minimum salary for the UW sports reporter position shall increase to \$41,000 (\$788.46 per week).

## **ARTICLE XX**

### **General Wage Provisions**

1. In the application of the schedules of minimums in Article XIX, 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 job titles are reporter, photographer, copy editor and community editor.

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 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.

6. Merit pay considerations may be available to each bargaining unit member during their annual performance review detailed in Article XXII, Section 18(a). While merit pay is at the discretion of the editor, the editor shall give consideration to requests by bargaining unit employees.

## **ARTICLE XXI**

### **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 not less than 32 cents unless the pool vehicles provided in Section (a) below are eliminated, in which case the company shall reimburse employees at not less than 42 cents per mile for all travel through inclement weather and for assignments requiring a drive of fifty miles or more, round trip. If Lee Enterprises increases the mileage reimbursement rate for other employees, the Publisher shall equally increase the reimbursement rate for bargaining unit employees.

(a) As long as pool cars are available, the Publisher shall provide an automobile as available to bargaining unit employees for use on duty if an assignment requires they drive through inclement weather or need to travel long distance, 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. The Publisher shall pay cost of membership in the National Press Photographers Association and shall pay the premiums for equipment insurance offered through the NPPA for all staff photographers. In order to receive resources from Investigative Reporters and Editors, the newsroom will be afforded one membership paid for by the company. The resources received from IRE will be shared with anyone in the newsroom upon request.

4. The Publisher will provide or reimburse the employee for reasonable expenses of maintaining an office for employees permanently based outside of Casper, including but not limited to internet access and office supplies. For employees on assignment outside of Casper 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 and service plan or reimburse \$30 per month for employees required by management to have a cell phone with data. Service accounts included with a company-provided cell phone shall include data and hotspot access. Employees will comply with the attached company mobile phone policy.

6. The Employer will pay at least \$500 of relocation cost reimbursement amounts 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 XXII**

### **Miscellaneous**

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

(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 Casper Star Tribune Staff". The editor has the option to hold the story.

(d) If a column or letter is submitted disputing an employee's reporting or otherwise questioning an employee's professional or personal integrity, the Publisher shall not republish the column or letter until speaking with the employee affected.

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 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 or any other activity that might be in conflict with the journalistic integrity of the Publisher. The determination of freelance or other work as work for a competitor shall be narrowly drawn and shall not be arbitrary. The parties acknowledge that this Section 4 in no way infringes on bargaining unit employees' Section 7 protections.

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. Employees shall not be required to submit, or make available, photos or written work created on the employee's time off.

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 reduced by the pay the employee receives from the courts for serving on the jury.

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 Casper Star Tribune 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 may make an ongoing 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. If training is approved, employees will not have to use Paid Time Off to go through training and time spent in trainings shall be considered company time and the company shall consider paying expenses related to approved training. Access to such trainings and fellowships shall not be unreasonably denied.

14. In order to maintain professional integrity and the integrity of the Casper Star Tribune, employees shall objectively report the news without influence or interference 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 Casper Star Tribune 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. The facility shall have a locked door adequate to prevent unapproved entry. 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 if the union requests.

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. The evaluation shall cover the work areas of leadership and supervision, communications, work plan management and commitment to a quality and equitable workplace culture.

19. 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 and receive content from outside providers for national, regional or otherwise relevant content. Such sharing of content 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.

20. Upon request, the Employer shall pay to provide access to a transcription service for bargaining unit employees or reimburse the employee for such service, (such as Otter or an equivalent service.)

### **ARTICLE XXIII 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 shall be reimbursed for loss or damage to personal property.

### **ARTICLE XXIX 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, 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 court order position taken by the representing attorney as to surrender, disclosure or authentication and choose not to follow the representing attorney's recommendation in the matter, the employee then shall assume all liability as to expenses incurred.

## **ARTICLE XXV Drug and Alcohol Policy**

The Casper Star-Tribune 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 taking an over-the-counter or prescription drug that may affect work performance are urged to report this information to their Supervisor. Casper Star-Tribune 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 Casper Star-Tribune 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, Casper Star-Tribune 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.

Casper Star-Tribune 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.

**(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

(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 Casper Star-Tribune 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 Casper Star-Tribune. 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 terminated.
4. If the physician, official, or lab worker has reasonable suspicion that the employee has tampered with the specimen, the employee will be terminated.
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 may result in termination.
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 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 Casper Star-Tribune 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 Casper Star-Tribune will not subsidize any costs of such rehabilitation or treatment, beyond any subsidy a group health insurance policy, if any, provides

## **ARTICLE XXVI Management Rights 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 not be 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 & 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; otherwise taking such measures not in conflict with this Agreement as management may determine to be necessary for the

orderly, efficient, and profitable operation of its business. The union retains the right to bargain over the effects of any and all changes in policy or working conditions as listed above.

## **ARTICLE XXVII**

### **No Strikes**

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

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

## **Article XXVIII**

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

1. This agreement shall commence on October 1, 2021 and expire September 30, 2023.
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.
4. This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee. The Employer agrees that all obligations of this Agreement shall become a condition of any sale, transfer, lease or assignment. A copy of such written notice shall be furnished to the Union not less than ten (10) days prior to the effective date of sale, transfer, lease or assignment.

ACCEPTED AND AGREED

FOR THE UNION:

Ellen Gerst  
Victoria Eavis  
Anthony M. Mulligan

FOR THE PUBLISHER

James N. Gaasterland  
Astrid Garcia

December 29, 2021

Date Signed

**Memorandum of Agreement Number 1**  
**Concerning Salaried, Overtime Exempt Status of the UW Sports Reporter Position**

The parties agree that, to the best of their knowledge, the position of UW sports reporter meets the overtime exemption of the wage and hour laws. To that end, the position shall pay an annual salary of \$40,000. The position shall receive compensatory time of one day for each sixth and/or seventh day worked in a pay week. The UW sports reporter and his or her editor shall discuss how best to use the compensatory time. All compensatory time will be used within twelve (12) months of accrual. The editor shall ensure that the accrued compensatory time is taken by the UW sports reporter.

ACCEPTED AND AGREED

FOR THE UNION:

Klamann  
Heather Richards  
Brady Oltmans  
Anthony Mulligan

Date Signed: January 11, 2019

FOR THE PUBLISHER:

Astrid Garcia

Date Signed: December 19, 2018