

# **CONTRACT AND AGREEMENT**

**between**

**Omaha World-Herald**

**and**

**Omaha World-Herald Guild**

**The NewsGuild – Communications Workers of America**

**EFFECTIVE**

**May 4, 2022 – May 3, 2024**

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## **CONTRACT AND AGREEMENT**

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**Omaha World-Herald**

**and**

**Omaha World-Herald Guild**

**The NewsGuild – Communications Workers of America**

### **PREAMBLE**

This contract and agreement is made effective May 4, 2022 between the Omaha World-Herald, hereinafter known as the “Employer” or “Company” or “Publisher,” and the chartered Local of The NewsGuild, Communications Workers of America, hereinafter known as the “Guild” or “Union,” for itself and on behalf of all employees of the Employer described in Article 1.

### **Article 1 – Coverage and Jurisdiction**

1. This Contract covers all News Department employees employed by the Omaha World-Herald, excluding editorial/opinion sub-department employees, all other employees in other departments within the Omaha World Herald, and News Department positions that meet the legal criteria for manager, supervisor or confidential employee as defined by the National Labor Relations Act as amended, and as interpreted and applied by the National Labor Relations Board and Federal courts, as provided in Article 2, Exclusions.

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

Reporter  
Copy Editor  
Designer  
Photographer  
Clerk  
Librarian  
Producer  
Columnist  
Media Host

All new News Department positions and job titles that do not meet the criteria for exclusion shall be included in the bargaining unit.

3. Performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this Contract.

(a) The kind of work either normally or presently performed by employees within the bargaining unit covered by this Contract.

(b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed by employees in the bargaining unit, and.

(c) Any other kind of work assigned to be performed by employees in the bargaining unit.

4. The Employer is free to use stringers so long as such use does not result in the layoff of an employee or the elimination of a bargaining unit position. 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.

5. The News Department manager and supervisors may create and publish content and perform other bargaining unit functions as needed.

## **Article 2 – Exclusions**

1. Employees whose duties conform with the criteria for manager, supervisor, or confidential employee as established by the National Labor Relations Act, as amended, and as interpreted and applied by the National Labor Relations Board and Federal courts, shall be excluded from the bargaining unit.

2. The Employer shall notify the Guild of any additional News Department exclusions. All exclusions must conform with the criteria for manager, supervisor, or confidential employee as established by the National Labor Relations Act, as amended, and as interpreted and applied by the National Labor Relations Board and Federal courts.

3. If any person in an excluded position is placed in, or accepts a position within the Guild's jurisdiction, the Employer shall so notify the Guild in accordance with the provisions of the Hiring Article.

4. The Employer shall notify the Guild of any bargaining unit employee who moves into an excluded position.

## **Article 3 – Union Shop**

1. It is understood that current Nebraska law prevents the Parties from enforcing a union membership requirement. In the event that a union membership requirement provision becomes legal in the state of Nebraska, the Parties agree to meet to discuss the effect of the change in law.

2. There shall be no interference, or attempt to interfere, with the internal operations of the Union.

#### **Article 4 – Dues Deduction**

1. Upon an employee's voluntary written assignment, the Employer shall deduct from such employee's earnings on each pay period and pay to the Guild no later than the 10<sup>th</sup> day of each month following the month dues are deducted, an amount equal to Guild initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

##### **Assignment and Authorization to Deduct Guild Membership Dues**

To: Omaha World-Herald

I hereby assign to The NewsGuild-CWA and authorize the Employer to deduct each pay period from my earning as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer or designee of the Guild starting in the first pay period in the month following the date of this assignment. I further authorize and request that Employer to remit the amount deducted to the Guild not later than the 10<sup>th</sup> day of the month following the month in which dues are deducted.

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between the Employer and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of evocation shall become effective for the calendar month following the calendar month in which the Employer and Union receives it.

The assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to the Guild initiation fees, dues and assessments.

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Employee's signature

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Date signed

## **Article 5 – Hiring**

1. The Company's employment policies and practices are administered without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, genetic information, age, veteran status, mental or physical disability, marital status or any other legally protected status.
2. The Employer will provide reasonable accommodation to qualified individuals with disabilities if the accommodation would allow the individual to perform the essential functions of his or her job, unless doing so would create an undue hardship for the employer. It is the responsibility of an employee to request a reasonable accommodation. All requests for accommodations must be submitted in writing to the Human Resources Department. The Employer has the right to request medical information concerning an employee's disability and his or her need for an accommodation.
3. After a new part-time or full-time employee completes a satisfactory ninety (90) calendar day trial period (which includes the first day of employment), said person shall be considered an employee with tenure according to the conditions of this agreement effective as of the date of hiring. The ninety (90) calendar day trial period may be extended by an additional forty-five (45) calendar days for any employee by mutual agreement of the Publisher and the Union prior to the expiration of the original ninety (90) calendar days. If the Publisher requests an extension of the probationary period prior to the expiration of the original ninety (90) days and the Union acknowledges such a request, the Publisher's rights shall be extended until the Union responds in writing to the request. This section shall not apply to temporary employees.
4. If, in the opinion of the Publisher, the employee has proven his or her competency in less than the trial period, the employee may be so certified as an employee.
5. The Publisher shall give reasonable, written advance notice to a probationary employee of any weaknesses that may exist in his or her performance that, if not corrected, could result in his or her discharge prior to or on the expiration of his or her probationary period and shall notify the employee of a request for a probationary-period extension prior to the original expiration date. It is expressly understood that this section does not create any right of tenure of employment for a probationary employee.
6. The Union shall not contest or challenge any employee termination conducted during the probationary period.
7. The Employer shall give consideration to the hiring of candidates supplied by the Guild. The Employer shall send email notices to all bargaining unit employees of vacancies the Publisher intends to fill and allow employees a minimum of seven calendar days to apply.

## **Article 6 – Information**

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

- a. Name, address, sex and date of birth
  - b. Date of hire.
  - c. Job titles
  - d. Original date of hire with OWH
  - e. Wage / salary
  - f. Average hours worked weekly by part-time employees for the past six (6) month period
  - g. Minority group
  - h. Last four digits of Social Security number
2. The Employer shall notify the Guild monthly in writing of:
  - a. Any pay increases granted by name of the employee, individual amount, resulting new wage/salary, and effective date.
  - b. Changes in job title, any wage/salary changes by reason thereof, and effective date.
  - c. Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.
3. Within one (1) month after the hiring of a new employee, the Employer shall furnish the Guild in writing with the data specified in Section 1, for each new employee.
4. The Guild may request, in writing, certain information as part of any valid and relevant inquiry of a known Contract violation.

## **Article 7 – 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) calendar 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 five (5) calendar days after completing such discussions without resolution, the Guild may choose to file a written grievance as provided below. Written grievances submitted after the five (5) 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 thirty (30) 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 thirty (30) calendar days from the Guild's receipt of the Company's written response to the grievance committee meeting to submit the dispute to Arbitration.

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

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

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

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

10. In the event that the dispute is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed, withdrawn, and waived.

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

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

copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.

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

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

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

16. Any time spent by bargaining unit employees addressing issues related to this Article during scheduled work time will be unpaid by the Company. Unpaid bargaining unit employees may, with news department management approval, make up the unpaid time.

17. All of the procedures, processes and time limits reflected in this Article shall apply equally to the Employer should the Employer decide to pursue an alleged contract violation by the Union.

## **Article 8 – Employee Security**

1. There shall be no discipline or discharge except for just and sufficient cause.

2. Progressive discipline will generally be represented by the following:

- Oral Warning
- Written Warning
- Final Written Warning and / or suspension
- Discharge

The Publisher reserves the right, on a case by case basis, to repeat or skip one or more levels of discipline and or move to immediate discharge based on the severity of the infraction. All discipline is subject to the just cause standard and the grievance and arbitration process set forth in this Agreement.

3. Before any meeting that might result in discipline, or is for the purpose of imposing discipline, the Employer shall notify the employee of his or her right to have a union representative present at such meeting.

4. The employee and the Union will be notified in writing within 24 hours after any dismissal with the reason(s) stated in such notice.

5. The Publisher acknowledges that its employment policies shall be in accordance with and as required by applicable local, state and federal laws, and that there shall be no dismissal of employees because of their race, color, religion, sex, sexual orientation, gender identity, national origin, genetic

information, age, veteran status, mental or physical disability, marital status or any other legally protected status.

## **Article 9 - Dismissals to Reduce the Force**

1. The Employer shall have the right to dismiss employees to reduce the force for economic reasons.
2. 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, Company needs and seniority.
  - (a) Full-time 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 to perform 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 put on a protect list up to the four (4) employees in the Reporter job title listed in Article 1, Coverage, one (1) employee in the Copy Editor job title, and one (1) employee in every other job title, as listed in Article 1, Coverage. Those employees on the protect list may be excluded by the Company from any layoff regardless of their seniority. Employees on a protect list may vary from layoff to layoff.
  - (b) Two (2) weeks prior to any reduction in force, the Company shall notify the Guild of any such projected dismissals, specifying the job, number of employees involved, the employees scheduled to be laid off, and the economic reasons for such projected dismissals. Employees scheduled to be laid off shall be provided individual notice of projected dismissal.
  - (c) There shall be no dismissals for a period of two (2) weeks following notification required in paragraph (b) or affected employees shall receive two weeks' pay in lieu of notice and in addition to any severance pay owed. During the two-week period the Company shall accept applications for voluntary resignations or retirements from employees in the job titles involved. If the Employer accepts a voluntary resignation, such employee will be paid the amount of severance pay provided in Article 10, Severance Pay. The Employer may choose to accept a volunteer form 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 Omaha World-Herald.
3. Employees who are dismissed to reduce the workforce will be placed on a rehire list based on the order in which they were laid off and will be rehired on the same basis in the old job title if and when a vacancy occurs. The first employee dismissed will be the first eligible for rehire. Employees on the rehire list, when notified of vacancy availability, must accept or reject this offer within seven (7) days unless extended by mutual agreement. A copy of the rehire list shall be provided to the Guild. New

employees shall not be hired until the rehire list has been exhausted. Notice sent by certified mail to a person on the rehire list at the last address known to the Employer 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.

4. 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 Company shall notify the Union of the terms of any such offers made to the employee. If the Company offers a buyout to a group of employees, the Company shall notify the Union in advance of the terms of any such offers to be made to employees. In any buyout initiated by the Company, the Company shall offer as one option an amount at least equal to the value of severance as provided in Article 10, 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 Company. In such an employee-initiated buyout, the Company shall notify the Union of the terms. In employee-initiated buyout negotiations, the employee may have a union representative participate in such discussions.

#### **Article 10 - Severance Pay**

1. Upon dismissal during a reduction in force a full-time employee shall receive a cash severance allowance equal to one (1) week's pay for each year of continuous service, or major portion thereof, to a maximum of twenty-six (26) weeks' pay. In no case shall severance be less than four (4) weeks' pay. Severance pay is to be computed at the employee's current weekly rate of pay. Severance shall be paid in a lump sum. Employees who receive severance payments under any section of this Agreement shall be required to sign the standard negotiated separation agreement, including a release of all claims against the Employer, attached to this Agreement as Exhibit A.

2. A laid-off employee shall be eligible to continue medical and dental insurance through the end of the month of the employee's last day of employment.

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

#### **Article 11 – Defined Contribution Plan (401k)**

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 12 - Transfers and Promotions**

1. No employee shall be transferred by the Publisher to another city without the employee's consent. If the work of the employee being transferred is being discontinued the Company shall discuss with the employee other available positions, if any, that the employee is qualified to fill. If a new position cannot be agreed upon and the employee refuses the transfer, the Company may lay off the employee, subject to the severance amounts set forth in this Agreement. For any employee who consents to such transfer, the Publisher may pay reasonable transportation and household moving expenses of the employee and his or her family, as provided in Article 25, Miscellaneous, Section 17. There shall be no reduction in salary or impairment of other benefits as a result of such transfer, unless the employee voluntarily accepts a transfer from a full-time to a part-time position resulting in fewer hours worked or to a job title with a lower rate of pay. An employee shall not be penalized for refusing to accept a transfer. Layoffs shall not be considered a penalty.
2. Employees who are reassigned by the Publisher, which the Publisher may do in its discretion for operational reasons, may request from the Publisher, and the Publisher will provide, the operational reasoning for such reassignment. There shall be no reduction in salary or impairment of benefits as a result of such reassignment, unless the employee voluntarily accepts a transfer from a full-time to a part-time position resulting in fewer hours worked or to a job title with a lower minimum rate of pay. Upon such transfer or reassignment, the Employer shall provide needed training as appropriate for the new position and provide reasonable time for the employee to be able to satisfactorily perform.
3. Present employees shall be given first opportunity to apply and be considered for a vacancy in the news department before outside applicants may be considered. Nothing in this provision prevents the Publisher from simultaneously searching for outside candidates while it considers internal applicants. No employee shall in any way be penalized for refusing to accept a promotion.
4.
  - (a) The Publisher shall post notices of vacancies for regular full-time news department positions it intends to fill, including vacancies in management positions.
  - (b) Notice of such vacancies shall be sent by email to each bargaining unit employee at least seven (7) days in advance of the deadline to apply or, at the option of the Publisher, five (5) days in cases of urgency in filling the position. The date of the deadline to apply for the opening shall be specified in the notice.
  - (c) Employees desiring to fill such vacancies shall submit written applications within the specified period of such posting. Employees who properly apply shall be considered for the posted vacancy. Upon request, the Publisher shall provide a written explanation to the employee of why an applicant is denied promotion or transfer.

## **Article 13 - Hours of Work and Overtime**

1. The standard five (5) day, forty (40) hour week shall apply to all full-time employees, except that employees may work a four (4) day, forty (40) hour week or other configuration to achieve forty (40) hours by mutual agreement.
2. The standard working day shall generally consist of eight (8) hours falling within nine (9) consecutive hours. In the case of a four (4) day workweek, ten (10) hours shall generally fall within eleven (11) consecutive hours. Employees may be scheduled to work longer or shorter days within the workweek, based on operational needs.
3. The Publisher shall compensate for overtime at the rate of time and one-half of the employee's regular hourly rate. Except in unforeseen breaking news circumstances, subject to Section 8(c) below, employees shall first seek management approval before working overtime. Overtime shall be defined as hours worked beyond forty (40) hours in a workweek. Paid time off will not count towards any overtime calculations. 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) The Publisher shall cause a record of all overtime to be kept with such record to be made available to the Guild upon request. The Guild may not make requests for all employee overtime records more than twice in any calendar year, but the Guild may request overtime records more frequently by submitting written information requests for work groups or individuals as overtime issues arise.
  - (b) No employee shall, without his or her consent, be scheduled to work more than five (5) consecutive days without being given at least one (1) day off.
4. A full-time employee who is called in to work on his or her scheduled day off shall be compensated at a rate of time and one-half of straight time for all hours worked. Such employee shall receive a minimum of two (2) hours at the overtime rate of pay or actual time, whichever is greater.
5. Employees may be called back to their work site by management after their regular day or night work due to unanticipated operational needs. Employees called back after the regular day's or night's work shall receive a minimum of two (2) hours' pay at the overtime rate, or actual time, whichever is greater. However, in the case of a callback, the employee, with manager approval, may take time off during the same workweek to avoid overtime.
6. Consistent with past practice, when operational needs allow, employees shall be provided reasonable time off between the completion of one shift and the beginning of the employee's next shift. It is agreed that operational needs may not allow for reasonable time off between shifts for coverage of news events such as but not limited to municipal, state and federal elections.
7. Work schedules shall be posted in each department with at least seven (7) days' notice. Management may change schedules with seven (7) days' notice or with less notice if by mutual agreement with the affected employee or if an emergency situation exists. Employees shall be allowed to

trade shifts and/or days off provided (a) no overtime shall be paid as a result of such trade and (b) the supervisor agrees in advance to each instance of a trade.

8.
  - (a) Time actually spent in transit by employees traveling to and from out-of-town assignments, including travel time on overnight assignments, shall be considered working time. Insofar as possible, the travel time shall be scheduled within the normal workday. Employees will secure Publisher's approval with respect to the form and cost of transportation prior to travel.
  - (b) Employees are expected to manage their hours so as to complete all assignments within a forty (40) hour work week. If an employee has an unusual workload for the week that may require work beyond forty (40) hours, he/she shall discuss with news department management how news department management would like to handle the situation.
  - (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 employee is responsible for advising his or her manager as soon as possible. Employees shall not abuse the right to work overtime without prior approval.
  - (d) In cases involving travel to out-of-state assignments where the employee is forced to return on the next or some succeeding day, the following policy may be adhered to:
    - (1) Where the situation is known in advance, the employee's work schedule may be adjusted to give him or her a different day off during the same calendar week.
    - (2) Where the situation is not known in advance, the employee shall be entitled to a compensating day off within the pay-week or shall be paid the appropriate rate based on the provisions above.
9. Overtime provisions of this Agreement will not apply to salaried, overtime exempt employees.

#### **Article 14 – Holidays**

1. The recognized holidays are New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and any other holiday granted to managers and/or non-union employees.
2. 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. Full-time employees who are not required to work on a holiday that falls on a regularly scheduled day of work will receive their regular day's pay.
4. 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 or the employee may elect to take another paid day off within 45 days of the holiday on a day mutually arranged with the department head, in which case the

employee will be paid straight time for the observed holiday worked.

5. Part-time employees who work on a recognized holiday shall be compensated at double their regular rate for the hours actually worked or the equivalent paid time off.

6. If a holiday falls on an employee's regular day off, he or she shall be given an additional paid day off within forty-five (45) days of the holiday on a day mutually arranged with the department head. If an employee fails to take a paid day off within such 45-day period, the right to take such paid day off expires. If management prevents the employee from using the paid day within such 45-day period, the employee shall be given additional time to use the day.

7. One additional day with pay will be given each year after three (3) months of active employment. This floating holiday will be scheduled by mutual agreement between the employee and supervisor. There will be no compensation for any unused floating holiday when an employee terminates employment with the Company for any reason.

8. An employee may request of his/her manager to substitute a Company recognized holiday for a religious holiday that the employee observes. The manager will determine if the request makes sense for the operation and approve at his/her discretion. The request shall be made to the department head not less than three (3) weeks before the religious holidays chosen. Such requests shall not be unreasonably denied.

9. 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 15 – Vacations**

1. Effective with Fiscal Year 2023 (October 1, 2022—September 30, 2023), Employees will transition from the current calendar year vacation system to a fiscal year, paid time off (PTO) system.

2. Under the PTO system Regular active employees, hourly and salaried, are eligible for paid time off on a fiscal year (October 1 through September 30) basis in accordance with the schedule outlined below. Paid time off is intended to be earned and used in the same fiscal year. Employees may carry over accrued but unused PTO into a subsequent fiscal year; however, starting Fiscal Year 2024 (October 1, 2023—September 30, 2024), 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 the schedule below. Once an employee reaches the cap, the employee will not earn any additional PTO for the remainder of the fiscal year.

3. Employees with accrued but unused vacation time as of October 1, 2022, may use such accrued but unused time through September 30, 2023. Such accrued but unused vacation time as of October 1, 2022, will be banked in FLOAT in the applicable employee's time off account. Employees will be required to use this banked FLOAT time before any PTO accrued after October 1, 2022, can be used.

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

- Full-Time employees working 40 hours per week - 8 hours of PTO per number of days eligible.
- Part-Time employees working between 30-39 hours per week - 6 hours of PTO per number of days eligible.
- Part-Time employees working between 20-29 hours per week - 4 hours of PTO per number of days eligible.
- Part-Time employees working less than 20 hours per week are not eligible for PTO benefits.

5. PTO time is awarded as work is performed and is made available each biweekly pay period at the rate below. The amount of PTO time that will be made available is based on an employee's length of service with The Omaha World-Herald and/or Lee, as detailed in the table below. The amount of PTO available will change on the employee's anniversary date.

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

6. New hires will be allotted PTO time at the biweekly rate above beginning on the first pay period after their eligibility date. Eligibility is first of the month following thirty (30) days of service.

7. Employees may be advanced or borrow up to one fiscal year of potential PTO when their bank has insufficient hours. However, employees may not borrow or use more PTO in any fiscal year than

their annual fiscal year PTO allowance as detailed in the chart above.

8. When an eligible employee reaches the next level of service, the PTO allowance rate will change in the first pay period following the employee's anniversary date.
9. PTO time will be adjusted on a pro-rated basis following mid-year status changes (FT to PT20, etc.).
10. Paid time off is intended to be used in the same fiscal year it is awarded. PTO time is intended to be a benefit for wage replacement for time away from work used only for days off, and not intended as a cash program or the ability of an employee to take cash in lieu of time off. As a result, PTO may only be paid to an employee when connected with an eligible day off from work or upon termination of employment.
11. Upon termination of employment, an employee will be paid for earned but unused PTO hours.
12. PTO pay will be calculated at an employee's current base rate of pay.
13. When practicable, PTO time should be planned in advance with an employee's supervisor. Every effort will be made to accommodate each request. Requests for PTO at a particular time may be denied due to operational needs.
14. Employees must use allotted sick time and PTO while in the waiting period for Short Term Disability benefits. Employees must use earned PTO as a supplement to replace income when receiving Short Term Disability benefits that are less than 100% of pay for the related absence. Employees must use allotted PTO time concurrently during a Family and Medical Leave Act (FMLA) leave. Employees with paid time available under previous provisions (ex: sick, vacation,) will be required to use the time concurrently with FMLA before using any current PTO time. PTO can be used as sick leave if an employee has exhausted sick leave.

An employee whose PTO time includes a recognized holiday shall be paid holiday pay for the holiday and shall be PTO for the remaining days taken off.

## **Article 16 – Sick Leave**

1. Sick leave may be used for any of the purposes designated by applicable law, and in particular, the following:
  - The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member.
  - To obtain services as a victim of domestic violence, sexual assault or stalking, such as medical attention, services from a shelter, program or rape crisis center, counseling, or to participate in safety planning or relocation.

2. As used in this policy, "family member" means any of the following: a child (biological, adopted, foster, stepchild, legal ward, or child to whom the employee stands in loco parentis), spouse, registered domestic partner, parent, grandparent, grandchild, or sibling
3. Employees may use paid sick leave in minimum increments of 15 minutes. If the need for paid sick leave is foreseeable, the employee must provide reasonable advanced notification of the need for sick leave to their supervisor or Human Resources. If the need is unforeseeable, the employee must provide notice as soon as practicable under the circumstances. If the employee is too ill or otherwise incapacitated and cannot call their supervisor, a relative or other responsible adult can notify human resources or the employee's manager. Please note that failure to give proper advance notice of an absence may result in discipline, up to and including termination.
4. Sick leave shall be paid at the employee's regular rate of pay.
5. The Omaha World-Herald/Lee Enterprises may, in its discretion, require proof as to the bona fides of the illness or injury warranting leave. Employees will not abuse this benefit.
6. Sick leave is provided on the date of hire for use during the current fiscal year and then on the first day of each fiscal year thereafter. Fiscal year is defined as the period from October 1 through September 30.
7. Sick leave is wage replacement for days absent from work due to medical inability to work. Unused sick leave does not carry over year to year, is not available for any use other than days off from scheduled work due to medical inability to work, and is not paid out in the form of payroll or cash at any time, including at the end of the fiscal year or at the time of separation from employment, except where otherwise required by state law.
8. Eligibility:
  - Full-time employees (40 hours per week) will receive 40 hours per fiscal year
  - Regular Part-time employees (30-39 hours per week) will receive 30 hours per fiscal year
  - PT20 employees (20-29 hours per week) will receive 24 hours per fiscal year
  - PT19 employees (less than 20 hours per week) are not eligible for sick leave except where required by state law
9. Paid sick leave and PTO are not interchangeable. Employees may only use paid sick leave as specified in this policy and consistent with applicable law. PTO is more flexible, and can be used for any of the purposes indicated in this policy, including time off for recreation, sickness, injury or for personal days.
10. Employees will not be retaliated against for requesting or using sick leave pursuant to this policy.
11. Under certain situations, local, state or federal law may provide for paid sick leave requirements. Any leave specified by law will run concurrently with leave taken under this policy and this policy will be interpreted and applied pursuant to requirements under local, state or federal law.
12. Upon separation of employment, accrued, unused sick leave shall not be paid out.

13. As of the ratification of this agreement:

- a. This new sick leave policy goes into effect.
- b. Employees shall be granted the full fiscal year amount per Section 8 above for use from ratification of this agreement through the end of the fiscal year, September 30, 2022.
- c. On October 1, 2022, and every fiscal year going forward, employees shall be granted the fiscal year amount per Section 8 above.
- d. There will be no carryover of the previous sick leave policy upon ratification of this agreement.
- e. New hires shall be granted sick leave on the date of hire based on Section 8 eligibility above.
- f. Eligible part-time employees working 20-29 hours employed prior to the ratification of this agreement will not be eligible for additional sick leave until the new fiscal year on October 1, 2022.

#### **Article 17 – Health Care and Other Insurance**

1. The Employer shall offer the current health plans, or successor plans or reasonably comparable plans including 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. Communications 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 remainder of the 2022 fiscal year, employees shall pay the rates currently in place.
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 as provided in the Lee policy.
6. The Publisher shall provide short term disability coverage as provided in the Lee policy.
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 and 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 at its discretion shall make mental health services available beyond what is available via the EAP.

11. The intent of this article is that FT and PT union represented employees will participate in benefits under the same terms and conditions as eligible non-represented employees.

## **Article 18 – Leaves of Absence**

### **1. Personal Leave**

Personal leaves will be granted at the discretion of the Employer. A Leave of Absence Request form must be submitted to Human Resources providing a full explanation. A Leave of Absence Authorization Notification will be provided to the employee and his/her manager by Human Resources. A personal leave of absence will generally be unpaid unless approved by the Employer.

### **2. Unpaid Medical Leave**

An unpaid medical leave of absence may be granted to employees who have not been with the Company long enough to qualify for coverage under the Family and Medical Leave Act (FMLA). Regular full-time and part-time employees who are not yet eligible for FMLA may request an unpaid medical leave of absence (including maternity leave) for up to eight (8) weeks for those times when a medical condition prevents the employee from performing the essential job functions of his or her position. If an employee expects to be absent for more than five consecutive workdays as a result of an illness, injury, or disability (including pregnancy), the employee must submit a written request for medical leave to the Company as far in advance of the anticipated leave date as practicable.

### **3. Bereavement Leave**

Full-time unit covered employees are eligible for up to four (4) days of paid leave in the event of the death of an immediate family member. For this purpose, immediate family is defined as: spouse, domestic partner, child, stepchild, parents (including current in-laws), stepparents, foster parents, siblings, grandparent or grandchild, sister in-law, brother in-law, spouse's grandparents, aunt, uncle, first cousins, and any blood relative living under the same roof. Any exception to the above policy

regarding paid length of leave or familial relationship may be granted only with the approval of the Employer. An employee's manager may provide one day of paid bereavement for a family member who is not included as an immediate family member as defined above. Regular scheduled day(s) off and holidays shall not count against an employee's entitlement to paid leave under this section, but no leave shall be granted while an employee is on vacation, leave of absence or otherwise not working. The employee may extend the leave provided in this Section, with approval of management, through any combination of PTO (paid time off), to the extent the employee is entitled to it, if the request is made to the employee's supervisor or Human Resources Department before the end of the paid funeral leave period.

#### **4. Family and Medical Leave of Absence (FMLA)**

The Family and Medical Leave Act (the "Act" or "FMLA") requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job

In accordance with applicable law the Company shall determine in each case whether an absence qualifies as a FMLA leave. The Company requires the use of paid time off, if such leave does not qualify as paid under the short term disability policy, while taking FMLA leave. Leave taken for any purpose by an employee who is eligible for FMLA leave will be designated by the Company as FMLA leave, even if the employee has not specifically requested FMLA leave. FMLA leave will run concurrently with any paid leave.

##### Eligibility

Employees are eligible if they have worked for the Company for at least twelve (12) months in the last seven (7) years and worked at least 1,250 hours for the Company during the twelve (12) months preceding the commencement of the leave.

An employee's cumulative total of all leaves of absence under FMLA may not exceed twelve (12) weeks in any twelve (12) month period. The 12-month period will be measured on a rolling 12-month period from the date an employee uses any FMLA leave. A husband and wife who are eligible for FMLA leave and are employed by the Company are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parent with a serious health condition, for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement. FMLA leave for the birth of a child or placement of a child for foster care or adoption, must be completed within one (1) year after the birth or placement.

#### **5. Parental Leave**

- (a) 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.
- (b) Full-time employees are eligible for paid parental leave benefit the first of the month following thirty

(30) days of service.

(c) In order to qualify for paid Parental Leave the employee must meet one of the following criteria:

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

(d) Parental Leave must be taken within one (1) year following the birth or adoption of a child. This benefit may be used in addition to any paid time taken using PTO or short-term disability benefits, if applicable. If the employee is eligible for Family Medical Leave Act (FMLA) leave, paid Parental Leave may be used to supplement unpaid leave while on FMLA leave. Two weeks of paid parental Leave may also be used outside of, or in addition to, leave taken under FMLA.

(e) Benefits will remain the same while the employee is on Parental Leave. Any unused Parental Leave may not be cashed out.

(f) Eligible employees shall notify his or her supervisor, in writing, of the need for Parental Leave as soon as possible in advance of the Leave date.

## **6. Union Leave**

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

Pending management approval, the number of employees allowed on unpaid leave for meetings or trainings for more than two (2) days of work at a time shall be limited to one (1) at a time. Such longer unpaid leave with management approval shall be no more than five (5) consecutive days. The number of employees allowed on unpaid leave for meetings or trainings for one (1) or two (2) days of work shall be limited to two (2) at a time depending on management approval. Requests for unpaid union leave shall be made to management at least thirty (30) days prior to such unpaid leave. Requested union leave shall not be unreasonably denied.

**7. Volunteer Leave.** Full time and part time employees who work 20 or more hours each week are eligible two (2) days of paid time off per fiscal year for volunteer work within the community. Employees hired after the first day of the fiscal year, but before April 1, will receive one day of VTO to use until the next fiscal year. VTO will start over on the first day of each fiscal year and cannot be rolled over to the following fiscal year or cashed out. Leave requests should be made at least two (2) weeks in advance and include specific information about the activity. Volunteer activity shall not violate the Ethics Policy or Political Activity Policy.

**8. Organ/Bone Marrow Donor Leave.** Employees who choose to donate organs or bone marrow will be eligible for paid leaves as indicated below:

Organ donors – a leave of absence up to 30 consecutive working days in any one-year period  
Bone marrow donors – a leave of absence up to five consecutive working days in any one-year period

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

## **Article 19 – Military Service**

1. The Employer and Union shall comply with all requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), and any other similar applicable laws as they apply to an employee who has been absent from work due to “service” (as that term is defined in the USERRA) in the U.S. uniformed services.

## **Article 20 – 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,
2. Part-time employees shall not be hired where, in effect, such employment would eliminate or displace a 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.
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 21 – Wages

1. Employees shall be compensated at not less than the following minimum rates. Part-time employees shall be paid at the applicable hourly rates.

### Classification 1. Reporter, Photographer, Librarian, Copy Editor, Designer, Producer

Step	Annual	Hourly
Start	\$42,000	\$20.19
Year 5	\$49,000	\$23.56
Year 10	\$53,000	\$25.48
Year 15	\$56,000	\$26.92
Year 20	\$60,000	\$28.85

### Classification 2. Columnist

Step	Annual	Hourly
Start	\$52,500	\$25.24
Year 5	\$55,125	\$26.50
Year 10	\$57,881	\$27.83
Year 15	\$60,775	\$29.22

### Classification 3. Media Host

Step	Annual	Hourly
Start	\$44,000	\$21.15

### Classification 4. Clerk

Step	Annual	Hourly
Start	\$24,960	\$12.00

### Classification 5. PT Student News Employee (regardless of job title)

Step	Annual	Hourly
Start	\$24,960	\$12.00

2. Upon ratification of this Agreement, all employees shall be placed in the above pay scales at the rate based on the employee's job title and length of service with the Company, and their pay shall be increased accordingly, if applicable.

3. Employees currently paid above the top minimums herein shall maintain such pay. The amount above the top minimum shall be considered merit pay.

4. Employees shall progress up the pay scale on the anniversary of their date of hire and shall receive increases on the dates provided in the scale of wages above.

5. On October 1, 2022, (i) any employee who did not receive an increase pursuant to Section 2 above shall receive a pay increase equal to three percent (3%) of their base salary, and (ii) any employee who received an increase pursuant to Section 2 above that was less than three percent (3%) of their base salary shall receive a pay increase equal to the difference between the amount they received pursuant to Section 2 and three percent (3%) of their base salary immediately prior to ratification of this Agreement. Any employee who received a pay increase pursuant to Section 2 above that was equal to three percent (3%) or more will not receive an increase pursuant to this Section 5. On October 1, 2023, all employees shall receive a two and three quarter percent (2.75%) increase in pay.

## **Article 22 – General Wage Provisions**

1. In the application of the schedules of minimums in Article 21, 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.
2. Except for voluntary transfers to a lower paying job title, there shall be no reduction in wages, salaries or pay above scale during the life of this Agreement.
3. The minimum wage rates established herein are minimums only. Nothing herein shall prevent the Company, in its discretion, from paying new or current employees above the minimums, nor shall it be construed to alter or modify the right of employees to bargain for individual pay increases on their own behalf. At the Company's discretion, individual merit may be recognized by increases above the minimum.
4. Pay for the previous two-week pay period shall be available to employees by direct deposit through the payroll system no later than Friday morning of payday. The Employer may change pay dates with thirty (30) days' prior notice to employees and the Union. The Employer shall negotiate the effects, if any, of such a change.
5. The job content of job titles listed in Article 21 shall not be altered except by mutual agreement of the parties on a new job title and applicable minimum salary. Should the Publisher create a new job, the Publisher shall furnish the Union with the proposed job description and the parties shall negotiate an appropriate minimum rate of pay. If the parties fail to reach agreement on a new minimum, the issue shall be settled through arbitration as provided in Article 7, Grievance Procedure.
6. Journalists assigned to function as a supervisor for a shift shall be paid a differential of twenty dollars (\$20) per shift.

## **Article 23 – Expenses and Equipment**

1. The Publisher shall pay all authorized and legitimate expenses incurred by an employee in the service of the Employer and shall compensate for the use of an automobile in the service of the

Employer, except travel to and from work at a mileage rate of 31 cents per mile or the rate paid to management and non-union employees, whichever is greater. The Employer may continue to provide fleet cars to bargaining unit employees

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

2. All necessary working equipment, as determined by the Employer, shall be provided to the employee and paid for by the Employer.

3. 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.

4. The employer shall reimburse employees for reasonable parking expenses for street, lot or garage parking while away from the office on assignment.

#### **Article 24 – 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. Whenever possible, employees assigned to work within areas of anticipated riot, civil commotion or other dangerous situations shall not be assigned to work alone.

4. Employees assigned to work within areas of civil commotion or natural disasters, such as wildfires, at the Employer's discretion, may be reimbursed for loss or damage to needed personal property such as glasses, clothing or cell phone.

#### **Article 25 – Privilege Against Disclosure and Authentication**

1. Except to the extent required by law or court order, or where advised by legal counsel to do otherwise, an employee may refuse to submit or authenticate to outside sources, without penalty or prejudice, unpublished information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, or the establishment and maintenance of his or her sources, in connection with the newsgathering processes of his or her employment. The Publisher shall not give

up custody of or disclose any of the above without first consulting the employee. All employees recognize their obligation to submit to management any or all of the foregoing upon request.

2. The Publisher shall notify the applicable employee concerned of a demand on the Publisher for any such surrender or disclosure or authentication. Likewise, the employee shall notify the Publisher of a demand on the employee for any such surrender or disclosure or authentication.

3. The Publisher agrees that in the event an employee is the subject of a subpoena, or is named as a defendant in a legal action arising from the employee's role in the preparation of a published news story or from the employee's refusal to authenticate or disclose the source of a news account as permitted pursuant to this Article, counsel will be provided by the Publisher for the employee's defense. The Publisher also agrees to indemnify the employee against damages and other expenses related to the defense of the applicable subpoena or action, including but not limited to fines, damages or loss of pay. Should the employee disagree with the position taken by the Publisher as to surrender, disclosure or authentication and choose not to follow the Publisher's recommendation in the matter, the employee shall have the option of asking for a meeting with the Publisher, and-or counsel and-or publisher's designee to explain the reporter's position. If, after the meeting, the publisher insists that the reporter surrenders or discloses, then the employee shall bear any further expenses incurred. The Publisher's obligations in this Section shall cease at the point at which the employee refuses to follow the advice of counsel provided by the Employer.

4. Any disciplinary action based upon this Article shall be subject to the grievance procedures set forth in this Agreement.

## **Article 26 – Miscellaneous**

1. Bylines are used to build credibility and attract audience for our publications by demonstrating transparency and accountability. As a result, they are a basic part of the job. In rare cases, an employee may withhold his/her byline as follows:

(a) An employee's byline on a specific story shall not be used over his or her protest for legitimate journalistic reasons, such as but not limited to:

1) Protecting the identity of a source.

2) The edited version of the story contains substantive changes so that it no longer reflects the reporter's work.

(b) Once a byline is withheld from a story, column or photo by the employee, the byline can be restored to such story, column or photo only at the request of the employee, with management's approval.

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

2. The Publisher shall install and maintain one (1) Guild bulletin board in the newsroom. The Publisher and the Union shall jointly determine the location, size and type of the bulletin board. Only Guild members are permitted to place notices on the Guild bulletin board. Guild members are not permitted to post notices anywhere else except for their cubicle. The bulletin board remains the property of the Publisher.
3. No employee to whom this contract is applicable shall be required to take over the duties of any employee in another department of the Publisher or any other newspaper in the event of a labor dispute in such other department or newspaper.
4. It is not the intent of the Publisher to hinder employees from pursuing appropriate outside activities or services. The employees of the Publisher shall be free to engage in any activities outside of working hours. However, if such activities could reasonably be construed as a conflict or resemble in any way what the employee does for the Publisher, the employee must first secure the approval of management that such activities do not consist of services performed for media in direct competition with the Publisher or that otherwise create a conflict, or place the employees in situations in which their private interests may conflict with the ethical obligation of a journalist to avoid bias or the appearance of bias.

The employee must consult with a senior editor prior to performing any work for other media.

If the senior editor asserts that the proposed work for other media is in direct competition with the Publisher or otherwise creates a conflict, the senior editor must substantiate in what way the other media outlet is a direct competitor or otherwise creates a conflict. If the senior editor substantiates that the proposed work is in direct competition or otherwise creates a conflict, the employee shall be precluded from performing such work, subject to the grievance process provided for in this Agreement.

5. Photographers who submit photos taken on their time off that are subsequently published will be paid a minimum of one hour of pay. In such instance management may alter the photographer's workweek to ensure a forty (40) hour workweek.
6. The Employer encourages employees to fulfill their civic responsibilities by serving jury duty if summoned. An employee called to a jury panel shall so notify his or her supervisor as soon as possible in advance and will be excused from his or her work to report for jury 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 regular wages shall be paid to the employee when so engaged as a juror during their scheduled work hours. However, the employee's next regularly scheduled paycheck may be reduced by the amount of the jury duty fees paid to the employee, excluding travel expenses paid by the court.

(a) Except as provided in sub-section (b) below, employees on jury duty must return to work and complete their scheduled shift if released from jury duty prior to the scheduled end of the employee's shift or the employee may make up the time remaining in such scheduled shift on other day(s) with permission of his or her manager.

(b) An employee regularly scheduled to work nights on the same day he or she is scheduled for jury duty, provided the employee notifies his or her department head prior to the posting of the work schedule, may be scheduled for day work and the above-mentioned provisions will apply. When an employee who is scheduled to work a night shift serves a full day on jury duty, the employee shall be excused from work that night.

(c) The above provisions shall also apply to any employee who is subpoenaed to testify in any court or administrative proceeding provided the employee is not a defendant in such proceedings, unless he or she is a defendant in an action that is job-related.

7. The Publisher agrees to provide a safe and healthful work environment free of recognized hazards in compliance with state and federal safety regulations.

(a) Managers

Managers responsible for safety in the News Department of the Omaha World-Herald are responsible for identifying safe work methods within their departments and for leading their employees by setting a safety example and through safety training as provided for by the Company. When necessary, managers are responsible for counseling employees in the use of safe work methods. This counseling could include disciplinary action. Managers are also responsible for taking corrective action within their areas of responsibility when unsafe conditions or acts are identified.

(b) Employees

All employees are responsible for learning safe work methods, for performing work in a safe manner, for making suggestions to improve safety and for reporting unsafe acts and conditions to their manager. Employees who do not follow safe work methods will be subject to disciplinary action, up to and including termination subject to the just cause standard and the grievance and arbitration process set forth in this Agreement.

(c) Safety Committees

The News Department shall maintain an active Safety Committee. The News Department Committee shall include a representative group of employees and managers whose purpose is to raise, discuss and resolve safety issues, review accidents and promote safety awareness. The Safety Committee shall be made up of two (2) members of management and two (2) members of the bargaining unit. The Safety Committee shall meet as necessary and address safety concerns in a timely manner.

8. Human Resources maintains a file on each employee which contains documents and specific records pertaining to an individual's employment history with the Omaha World-Herald.

Internal disclosure of information about an employee will be made only to authorized persons such as newsroom managers, HR representatives, or other Company employees who have a need to know such information for the operation of the business. External disclosure of information about an employee will not be made without explicit written and signed authorization from the employee, except for employment verification or where required by subpoena, government, independent auditors, legal or emergency situations.

Current employees may review and request a copy of specific information contained in their employee file provided they do so in the presence of a Human Resources representative. Employees who believe the information in their file is not accurate, timely or complete may file a statement to be attached to the related document in their file explaining why they believe the record is not correct. An employee shall receive a copy of any performance evaluation or disciplinary documents that will be placed in his or her personnel file.

9. The Publisher will endeavor to evenly distribute reporter night and weekend shifts and rotate such shifts so that no single employee is burdened with excessive amounts of night or weekend shifts except where operational or skill requirements do not permit or when such a schedule is a specific requirement of an employee's job.

10. In the event of the closure of the Omaha World-Herald 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.

11. At the Employer's discretion the bargaining unit may be allowed to use a conference room within the Employer's facilities for officer elections, contract ratification or other special meetings. Such requests must be presented to the Employer no less than fifteen (15) calendar days prior to the event.

**12. (a) Content**

Management owns all content produced by employees in the course of their work for the Publisher. Employees retain knowledge gained in the course of their work, and with the approval of the top editor at the OWH may use such knowledge to produce content that is not in direct competition with the Employer. The employee retains such knowledge after leaving employment with the Employer.

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.

Upon layoff or resignation, a journalist shall retain access rights to product he or she has created for purposes of acquiring further employment. If the product is to be used for any other purpose, the journalist shall seek a limited license from the OWH.

**(b) Bonuses**

In order to encourage ideas that could generate revenue streams, the Publisher may at its discretion award a special bonus to the employee(s) who generate or enhance an initiative that provides a new and significant revenue stream. Incentive bonuses will normally be associated with products that go beyond the typical work for the newspaper, website, or other products.

13. Employees will adhere to the Lee Employee Handbook. The Company will advise the Union of any substantive proposed handbook revisions or additions. Any substantive changes to terms and

conditions of employment in the handbook shall be negotiated with the Union, if so requested. If there are conflicts between the Employee Handbook and the Collective Bargaining Agreement (CBA), the CBA shall be controlling.

14. News coverage activities may require employees to start, work part of their day, or end their day working at home.

Should a condition present itself that makes good sense for employees to work from home on a regular or permanent basis, this may only be done with management approval.

Management may continue or stop any at-home work situation for legitimate business reasons.

15. The Employer may pay 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.

Employees who receive relocation benefits of more than \$2500 are required to sign the Company's relocation agreement (provided below).

The relocation agreement requires employees who received such relocation cost reimbursement to pay all or half of the full amount as required by the relocation agreement below. Requests for relocation cost reimbursement will be approved by management on a case by case basis.

### **Repayment Agreement**

Date

Address

ATTN:Lee Enterprises, Incorporated: Vice President – Human Resources

This letter will serve to acknowledge that I have accepted a position which will involve the relocation of my residence and that Lee Enterprises has agreed to pay on my behalf or reimburse me for certain expenses which may be incurred in connection with such a relocation. In consideration thereof, I have been requested to refund and repay all or a portion of the sums so expended to Lee Enterprises in accordance with the prorated repayment schedule if I leave my employment under circumstances set forth below within two years of the effective date of employment in my position.

The prorated repayment schedule:	0 - 12 months service	100%
	13 - 24 months service	50%

I acknowledge that the Company's agreement to pay on my behalf or reimburse me for certain expenses which may be incurred in relocating my residence, including the nature and the amount, time and method of such payment or reimbursement shall be in accordance with the Company's policies and procedures in effect at the time of my relocation.

In the event I shall resign my employment for any reason whatsoever, or shall be dismissed by the Company due to violation of the Code of Ethics or misconduct giving rise to immediate discharge (other than performance), then I shall repay to Lee Enterprises all or a portion of the amount paid by the

Company on my behalf or reimbursed to me in connection with the relocation of my residence as set forth in the prorated repayment schedule.

I agree that I shall pay to Lee Enterprises all amounts which I may be required to repay hereunder on or before the effective date of termination of employment. I further agree that the Company may deduct, withhold and retain all or any portion of the amount which I may be required to repay hereunder from any wages, salary, vacation pay, severance pay or stock options or restricted stock vested upon termination of employment. I also understand that I shall remain liable for such amount, which may be due in excess of any sums so deducted, withheld, and retained by Lee Enterprises. Repayment terms shall be negotiated with Lee Enterprises to include interest calculated from the date of termination using an annual variable interest rate equal to the prime rate as published in the Wall Street Journal at the beginning of each calendar quarter plus a 4% margin. I understand and agree that I shall be responsible for all expenses the Company incurs to collect any amounts payable by me to the Company under this Agreement, including costs of collection, court costs, and attorney's fees.

Except as stated above, I shall have no liability or responsibility to repay to the Company any amounts paid or agreed to be paid by Lee Enterprises on my behalf or reimbursed to me in connection with the relocation of my residence. My signature below serves to acknowledge that I have fully read the foregoing Repayment Agreement and related Lee Enterprises Relocation Policy, and understand and agree to adhere to the guidelines within both documents.

\_\_\_\_\_  
Signature of Transferee)

\_\_\_\_\_  
(Date)

#### ACCEPTED AND ACKNOWLEDGED

#### Lee Enterprises

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### Article 27 - Labor Management Committee

The purpose of the Labor Management Committee (LMC) is to promote communication, problem solving, diversity and increased effectiveness of the staff as a whole and to develop a more effective news organization. The LMC cannot change the language or the application 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.

The LMC will meet at least quarterly, but more often upon request of the Employer or the Union. There shall be three (3) members of newsroom management and three members of the bargaining unit on the committee. Either group may have alternates (News Department employees only) as needed.

The position of Chair of the LMC shall rotate between the bargaining unit and management annually. In odd years, management committee members shall select the Chair. In even years, Union committee members shall select the Chair. The Chair is responsible for assuring that meetings are scheduled, confirmed, and do take place. In addition, the Chair is responsible for collecting agenda items for each meeting and delivering the agenda to all committee members at least one day prior to the meeting. Committee members must send proposed agenda items to the Chair at least two days prior to each meeting.

## **Article 28 - No Strike/No Lockout**

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

The Guild agrees that it will not authorize, ratify, or condone any strike or any other activity described herein. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Guild, the Guild and its officers, agents, and representatives will make every good faith effort to end such activity.

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

The Employer and the Union shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article.

The Employer agrees that it will not lock out the Union-covered employees during the term of the Agreement.

## **Article 29 – Management Rights**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not. The exclusive rights of the Employer which are not abridged by this Agreement shall include but not be limited to the following rights; determining and redetermining the methods, processes and materials to be used; establishing and discontinuing processes or operations of the Employer; evaluating employee performance; establishing and changing production methods; enforce deadlines and performance standards in accordance with the terms of this Agreement; 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 and quality standards, rules of work and practices, and practices and procedures for the conduct of the business, which shall be reasonable; establishing and changing work schedules and assignments in accordance with the terms of this Agreement; transfer or subcontract work in accordance with the terms of this Agreement; setting deadlines and requiring employees to inform their manager as to the status of their assignments and to seek approval for assignment outside of the norm; laying off employees in accordance with the terms of this Agreement; suspending or discharging employees for cause in accordance with the terms of this Agreement; conducting job studies; otherwise taking such measures not in conflict with this Agreement or law as management may determine to be necessary for the orderly, efficient and profitable operation of its business. The union retains the right to bargain for a reasonable amount of time over the effects of any and all changes in policy or working conditions as listed above.

### **Article 30 – Training**

1. Employees will complete all required training including but not limited to newsroom ethics, sexual harassment and any other training that may be required by law.
2. The Publisher may provide training opportunities to bargaining unit employees who are interested in enhancing skills for a possible promotion, for their current position and for expanding skills for other roles. Upon request, the Publisher will provide justification to an employee for declining to provide training requested by the employee.
3. The Publisher may provide written evaluations of employees annually within a quarter of the employee's anniversary date or shall do so upon the employee's request. Such evaluations shall be used solely to reflect on the employee's past 12 months of employment and shall be used to identify the employee's strengths and any training/coaching needs, and to provide the employee with an opportunity to discuss his or her goals and career-path possibilities. Evaluations shall not be used or construed as a disciplinary step.

### **Article 31 – Legality/Stability of Agreement**

1. If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect.
2. No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Publisher and the Union unless made and executed in writing by the Publisher and Union.
3. The failure of the Publisher or the Union to insist, in any one or more incidents, to enforce any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Publisher or the Union to future enforcement of any such term or provision.

## **Article 32 – Duration and Renewal**

1. This Agreement shall commence May 4, 2022, and expire May 3, 2024.
2. Within sixty (60) days prior to the expiration of this agreement the Publisher or the Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.
3. 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. A copy of such notice shall be sent to the Union simultaneously with the public announcement of the sale.

### **Omaha World-Herald Guild**

Julie Anderson

Todd Cooper

Anna Reed

Tony Mulligan

### **Omaha World-Herald**

Astrid Garcia

August 12, 2022

Date Signed

## **LETTER OF AGREEMENT**

The parties agree to bring the following employees to this compensation at ratification:

Anna Reed: \$49,000

Karen Windle: \$53,000

**Side letter – Transfer of Design Work**

During the term of this Agreement, but no sooner than November 1, 2020, the Company may transfer page design and specific wire editing work from the Omaha World-Herald to a Lee Enterprises facility. No more than five bargaining unit positions shall be eliminated as a result of the transfer of such work. The Company

shall provide the Union and employees with sixty (60) days' notice of the transfer of design work and, during this period, the Employer shall make every effort to identify other available positions at the Omaha World-Herald into which affected employees could transfer. Layoffs, if any, shall be carried out in accordance with the Reductions in Force provisions of the contract, including, but not limited to, acceptance of voluntary buyouts to reduce the number of layoffs. Affected employees, including those who volunteer for buyouts, shall receive severance pay in accordance with the terms of the contract. Employees whose jobs are eliminated shall be given first consideration for design/editing positions in the remote centers. The Company shall make every effort to accommodate requests by employees who elect to apply for employment in the remote centers to work from the Omaha area. Employees transferring may, with management approval, be reimbursed to a maximum of \$2500 for reasonable moving expenses.

In making this Agreement, the Company raised the possibility that certain book design work might be transferred to a Lee Enterprises facility. The Company agrees to provide no less than 60 days' notice of any proposal to transfer such design work, and to bargain over the decision and the effects of said decision.

Signed this 8<sup>th</sup> day of April 2020.

Julie Bechtel

Omaha World-Herald

Todd Cooper

The Omaha World-Herald Guild

### **Letter of Agreement – Evening and Weekend Parking**

Employees who work evening or weekend shifts shall be provided free parking subject to the following conditions established by the Landlord:

1. There would be a maximum of 35 parkers in the evenings and on weekends.
2. Evening parking would begin at 5:30 p.m.
3. OWH employees will only be allowed to park in stalls #300 and above on a space available basis.
4. The Landlord provides this accommodation in its discretion and it may be discontinued with respect to any one person or for all persons at any time for any reason or no reason at all.
5. Access will be granted to the attached garage through their access cards only.
6. OWH employees will be required to sign a waiver of liability.

Signed this 8<sup>th</sup> day of April, 2020.

Julie Bechtel

Omaha World-Herald

Todd Cooper

The Omaha World-Herald Guild