

AGREEMENT

Between
Sioux City Journal

and

Sioux City Newspaper Guild Unit of the
Denver Newspaper Guild-CWA Local 37074

April 24, 2022 – April 16, 2024

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Contract

Between

SIOUX CITY JOURNAL

and

SIOUX CITY NEWSPAPER GUILD LOCAL 37123

This contract, made and entered into at Sioux City, Iowa for the period beginning April 24, 2022 and ending April 16, 2024, between Lee Publications, Inc. d/b/a *Sioux City Journal*, Sioux City, Iowa, hereinafter referred to as the Company, and the Sioux City Newspaper Guild, a Unit of the Denver Newspaper Guild-CWA Local 37074, chartered by The NewsGuild-CWA, AFL-CIO-CLC, hereinafter known as the Guild or the Union, as the only duly authorized representative for collective bargaining for itself and on behalf of the employees of the Circulation, Editorial and Janitorial departments of the *Sioux City Journal*, except as hereinafter provided, governing conditions of employment in the Circulation, Editorial and Janitorial departments of the aforementioned corporation.

ARTICLE I: COVERAGE

1. This agreement covers all employees of the Company in the Janitorial Department, Full-Time Customer Service Representatives and Full-Time City District Persons in the Circulation Department, and the Editorial Department.; ; this agreement excludes any individual who is a supervisor, managerial employee, or confidential employee within the meaning of the National Labor Relations Act, and it is agreed that the following positions are excluded: Editor-in-Chief, Managing Editors, Sports Editor, Editorial Page Editor, Rural Editor, City Editor, Night-Time Editor, Chief Photographer, Online Editor and Plant Maintenance Supervisor.
2. Employees whose duties primarily and regularly require them to work outside the city limits of Sioux City, Iowa, South Sioux City, Nebraska, and North Sioux City, South Dakota, are excluded.
3. (a). The Publisher shall notify the Guild of any additional exemptions. All exemptions must conform with the criteria for manager, supervisor, or confidential employee as established by Federal Laws, as amended, and as interpreted and applied by the National Labor Relations Board and the federal courts. Any dispute regarding exemptions proposed during the term of this Agreement shall be decided by the NLRB.

(b) It is understood that newsroom management may perform Guild work as needed.

(c) The Employer is free to use freelancers.

4. Except as provided in section 2 above, performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this Contract.

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

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

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

ARTICLE II: SECURITY

1. There shall be no discipline or discharge except for just cause. The Guild will be notified within a business day of any termination.

2. The Company, in selecting employees for layoff, shall primarily consider seniority. Such a layoff shall not deviate from an inverse order of seniority by more than a one-year adjustment of an employee's start date. Ability and overall performance may be considered thereafter. However, before layoffs take effect the company shall accept voluntary resignation from employees in the classifications involved who shall be paid the amount of dismissal pay according to Article V of this agreement. The Company also agrees that names of employees dismissed for economy reasons shall be placed on a preferential rehiring list, for a period of six (6) months, to be prepared for each department and the individuals rehired on the basis of seniority, ability and overall performance before any new employees are hired in each of the affected departments, respectively. Persons on the rehiring list shall inform management promptly of any changes of address in order to expedite their rehiring preference.

3. There shall be no dismissals as a result of putting this agreement into effect.

4. There shall be no dismissal of or other discrimination against any employee by the Guild or by the Company because of the employee's membership or activity in the Guild or because of age, sex, race, creed, color, national origin, marital or parental status or political belief. The Guild agrees not to discriminate against any employee because of their non-membership in the Guild.

5. In the event of the creation of any new position or classification during the life of this

agreement, the wages, hours, and working conditions of such position or classification shall be a matter for negotiation between the Company and the Guild; however, the Company shall have the right to establish the initial wages, hours, and working conditions.

6. The Company shall furnish the Guild with complete information of any and all resignations, changes in classifications, or regular allowances and salaries of employees covered by this agreement within two weeks of the date of the changes.

7. Consideration shall be given for an employee's performance for any errors and inefficiencies due to a lessening of the work force for any reason that could require extraordinary effort or assumption of additional duties by any employee.

8. There shall be no interference or attempted interference with the operation of the Guild.

ARTICLE III: DEFINITIONS

1. For the purpose of clarifying certain terms used in this agreement, the following definitions are agreed upon:

(a) **Part-time employee** - One who regularly works less than 8 hours per shift, or less than five days per week.

1) Part-time and substitute employees will accumulate service credit for all hours worked. Such credit will be used in determining length of service in the event they become full-time.

(b) **Substitute employee** - One who is hired to substitute for an employee.

(c) **Special employee** - one who is hired for a specific project or assignment but who does not fill a newly created position or replace an employee who temporarily is absent.

(d) **Employment status** - Whether a full-time, part-time, substitute or special employee.

(e) **Classification** - The various major groups set forth in the minimum wage scale of this agreement.

(f) **Student** - A journalism student who may be hired at the discretion of the Company for the sole purpose of furthering the student's journalistic training, and who shall not serve in place of or perform work as a full-time, part-time, substitute or special employee.

(g) **Intern** - A journalism student hired full-time or part-time during summer vacation or Christmas holiday season, or possibly another time, during the year, for the purpose of on-

the-job training in reporting and lesser duties and shall receive a minimum salary of 85% of the prevailing minimum for beginning reporters and photographers. It is understood that the intern classification shall apply only to the student who has not completed courses for a Bachelor of Arts degree in journalism. Students who have completed such courses shall qualify for beginning reporter salary wherever outlined elsewhere in this contract.

(h) **Seniority** - Seniority means continuous length of service with the Company and includes service with the Sioux City Newspapers, Inc., Lee Enterprises and its predecessors. Service shall be deemed continuous unless interrupted by (1) dismissal for just and sufficient cause, or (2) resignation or (3) refusal to accept an offer of rehire into a classification in which the employee worked before layoff.

ARTICLE IV: SALARIES

1. During the term of this Agreement, the minimum wage for all newsroom staff, currently including Reporters, Photographer, Videographer (Digital Producer), Assistant News Editors Assistant Sports Editor, Online Reporter, shall be \$16.82 per hour (\$35,000 annually based on a forty-hour week). The minimum wage for City District Persons shall be \$12.00 per hour. The minimum wage for Janitors shall be \$10.00 per hour.

2. In Exchange for the elimination of the \$250 per month camera equipment allowance previously provided to Article VIII, Expenses, Section 3, the minimum wage for photographers/videographers shall be \$3,000 above the minimum provided in section 1 above, \$18.27 per hour (\$38,000 annually based on a forty-hour week).

3. All bargaining unit employees shall be hourly, overtime-eligible.

4. Effective with the first pay period after ratification of this Agreement, bargaining unit employees shall receive a pay increase in an amount the greater of the minimum wage provided above or a two percent (2%) increase in their rate of pay. Effective April 16, 2023, all bargaining unit employees shall receive an additional two percent (2%) increase in their rate of pay.

5. During the life of this agreement, there shall be no reduction in wages except job and night differentials when an employee is transferred out of a position calling for such differentials.

6. The Employer will establish and maintain reasonable performance standards for City District Persons. Performance standards are based on, but not limited to, acceptable service to subscribers, customer retention, independent contractor receivables, recruitment and retention of carriers and operation of distribution center(s). The Publisher will provide a per period incentive plan.

7. The wage rates herein established are minimums only. Individual merit may be

recognized by increases or bonuses above the minimums. The Company shall inform the Guild of all merit increases granted. Employees now being paid in excess of the established minimums shall maintain such amount above minimums when the contractual minimums are increased.

ARTICLE V: DUES DEDUCTION

1. Upon an employee's voluntary written assignment, the Publisher shall deduct from the earnings of such employee and pay to the Treasurer of the Denver Newspaper Guild not later than the thirtieth (30th) day of each month all Guild membership dues, initiation fees and assessments. Such membership dues, initiation fees and assessments shall be deducted from the employee's earnings in accordance with a schedule provided to the Publisher by the Guild. Such schedule may be amended by the Guild by notifying the Publisher ten (10) days prior to the start of any payroll week. An employee's voluntary written assignment shall remain effective subject to the terms of such assignment.

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

To: The Sioux City Journal:

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

I further authorize and request the Publisher to remit the amount deducted to the Denver Newspaper Guild not later than the thirtieth (30th) day of that month.

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

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

Employee's Signature _____

Department _____

Date _____

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

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

4. The Guild shall indemnify and hold the Publisher harmless from and against any or all claims, demands, costs, fees, judgments and any other charges or liabilities of any kind that may arise out of enforcement by the publisher of the provisions of this article

ARTICLE VI: DISMISSAL PAY

1. (a) Upon dismissal for reasons of reduction in force, an employee who was employed on the implementation date of this Agreement, shall receive a cash severance allowance equal to one week's pay for each six months of continuous service, or major fraction thereof, up to a maximum of thirty-six (36) weeks. In no case shall severance be less than four (4) weeks' pay. Dismissal pay shall be based upon the highest weekly rate of pay the employee received in the preceding year of service with the Company.

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

(c) Severance shall be subject to signing a release of claims against the company.

2. An employee ending service of their choice prior to retirement due to technological advancements or other circumstances may, at the Company's discretion, be paid in part or full for his/her years of service.

ARTICLE VII: HOURS

1. The working day for full-time employees shall consist of eight hours falling within nine consecutive hours. The work week shall consist of 40 hours in five days.
2. Overtime shall be defined as hours actually worked that exceed 40 in a work week.
3. Overtime may be worked when authorized by a superior.
4. The Company shall compensate for overtime at the rate of time-and-one-half for the time actually worked.
5. Working days and working hours shall be scheduled six days in advance.
- 6 (a) City District Persons shall be paid overtime for hours actually worked in excess of 40 in a workweek. A supervisor must authorize overtime hours. City District Persons shall include actual hours worked in their daily reports.

(b) Scheduling of shifts will be limited to the distribution center(s), regularly scheduled meetings and regularly scheduled days off. The balance of the work week will be at the discretion of the individual City District Person, coordinated with a supervisor. The work week will be scheduled between Sunday and Saturday.

(c) Working days and working hours shall be scheduled six days in advance, subject to the provisions of Section 2; however, the Circulation Director shall have the discretion to make changes in the announced schedule to meet production needs, delivery standards and to accommodate employee requests. As a general rule, the work week schedule for a full-time City District Person will include two days off, subject to the above-referenced right of the Circulation Director to change the schedule to meet production needs.

ARTICLE VIII: 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.
2. Employees who are normally scheduled on the day the holiday falls and not required to work on those holidays will receive their regular day's pay. Full-time employees who are required to work on a holiday will be paid at double the straight-time rate for not less than eight (8) hours. With the exception of staff who normally work on weekends, when a holiday falls on a Saturday,

it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday.

3. If a holiday falls on an employee's regular day off, he or she shall be given an additional day off by mutual arrangement with the Employer.
4. By agreement with the Publisher, an employee may select any two (2) religious holidays to substitute for any two (2) of the holidays listed in Section 1 above. Such selection shall be arranged with the supervisor not less than two (2) weeks before the religious holidays chosen.
5. Unless mutually agreed to, an employee's regular day off will not be changed or shifted to avoid payment of holiday premium pay he or she normally would receive.

ARTICLE IX: EXPENSES

1. The Company shall pay all authorized, legitimate expenses incurred by an employee in the service of the Company.
2. The Company shall compensate for the business use of a privately owned vehicle when such use is authorized by the Company at the greater of thirty cents (0.30) per mile or the reimbursement amount paid to non-represented employees.
3. Photographers shall be given cash allowance for use of a vehicle in company business as follows: Day photographer \$14.00 per working day., In addition any photographer shall be compensated for mileage driven outside Sioux City, Iowa, at the rate set forth in Section 2.
4. City District Persons in the Circulation Department shall be paid \$14.00 per working day for use of a vehicle in company business.
5. Necessary working equipment shall be provided by the Publisher, including but not limited to adequate computers and software, note pads, photo equipment and supplies.
6. The Publisher will provide or reimburse the employee for reasonable expenses of maintaining an office for employees permanently based outside of Sioux City, including but not limited to internet access and office supplies. For employees on assignment outside of Sioux City on a temporary basis, the Publisher shall provide or reimburse the employee for all reasonable expenses related to such assignment.
7. 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

adequate data and hotspot access. Except where this Agreement differs from the policy, employees will comply with the attached company mobile phone policy.

ARTICLE X: PTO – VACATION, SICK

Paid-Time-Off (PTO)

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

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

- Full-Time employees (regularly scheduled 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.

PTO time is accrued as work is performed and is made available each biweekly pay period at the rate below. The amount of PTO time that will be accrued is based on an employee's length of service with Lee, as detailed in the table below. The amount of PTO accrued will increase on the employee's anniversary date after five (5) years of service and after ten (10) years of service with Lee as provided in the table below.

Length of Service on Anniversary Date	PTO Fiscal Year						
	Days Eligible	Full-time (FT) 40 or more hours		Part-Time (RPT) 30-39 hours		Part-Time (PT20+) 20-29 hours	
		Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance
Under 5 years	15	4.62	120	3.47	90	2.31	60

5 - 10 years	20	6.16	160	4.62	120	3.08	80
More than 10 years	25	7.70	200	5.77	150	3.85	100

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

Employees may be advanced the amount of PTO the employee is scheduled to accrue during the fiscal year before it is accrued. However, employees may not use more PTO in any fiscal year than their annual fiscal year PTO accrual amount as detailed in the chart above

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

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

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

Employees must select PTO dates that will be used as multi-day vacation on the basis of their seniority prior to October 1 and April 1 or lose their seniority rights for PTO selection.

Employees may select the number of weeks of PTO they will have available during the PTO year. Changes shall not be made in the PTO vacation schedule, except upon mutual agreement between affected employees and the supervisor.

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

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

Employees are not able to carry over unused PTO into a subsequent fiscal year except as noted below or required by state law. Where carry over is required, available time is subject to an "earnings" cap, meaning the maximum amount of PTO an employee can earn is equal to the one

year earn rate provided in this policy. Once an employee reaches the cap, the employee will not earn any additional PTO for the remainder of the fiscal year.

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

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

PTO time should be planned in advance with an employee's supervisor. Other than sick leave days, taking unapproved time off may result in an unpaid absence from work and may be subject to disciplinary action, up to and including termination. Every effort will be made to accommodate each request. Requests for PTO at a particular time may be denied due to the needs of the company and other considerations.

Employees must use allotted sick time and PTO while in the waiting period identified in the Short-Term Disability policy. Employees must use earned PTO as a supplement to replace income when receiving Short Term Disability benefits that are less than 100% of pay for the related absence. Employees must use allotted PTO time concurrently during a Family and Medical Leave Act (FMLA) leave. Employees with paid time available under previous policies (sick, vacation, personal) will be required to use the time concurrently with FMLA before using any current PTO time.

Sick Leave

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

Sick leave is provided on the date of hire for use during the current fiscal year and then on the first day of each fiscal year thereafter. Fiscal year is defined as the period from October 1 through September 30.

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

Eligibility:

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

- PT19 employees are not eligible for sick leave except where required by state law

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

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

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

Employees may use paid sick leave in minimum increments of 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.

Paid sick leave and PTO are not interchangeable. Employees may use paid sick leave as specified in this policy and consistent with applicable law, or as mental health/personal days. PTO is more flexible and can be used for any of the purposes indicated in this policy, including time off for recreation, sickness, injury or for personal days.

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

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

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.

ARTICLE XI: HIRING AND INFORMATION

1. The Publisher acknowledges its employment policies shall be in accordance with and as required by applicable local, state and federal laws, that there shall be no dismissal or other discrimination against employees or applicants for employment because of their race, color, religion, creed, age, sex, sexual orientation, gender, gender identity, disability, veteran status, national origin or any other basis provided in federal, state and/or local laws. Neither shall such conditions affect promotion or merit raise consideration. The parties agree that the remedy under this article shall not be pursued concurrently through the Grievance and Arbitration provision and complaints in administrative agencies or lawsuits in court, state or federal. If an employee or employees file a discrimination complaint under any state or federal law, the union shall not file a grievance concerning the discrimination complaint and shall withdraw any grievance pending concerning the matter.
2. The Publisher agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to employees of the Publisher.
3. Written notice of the name, address, the last four digits of the social security number, gender, telephone number, date of birth, date of hiring, anniversary date, salary, and department of each new employee covered by this agreement shall be sent to the Guild office quarterly or as changes occur and upon request by the Guild. The Publisher shall notify the Guild office on a quarterly basis of (a) any change in classification and wage changes by reason thereof and effective date thereof; and (b) the resignation, retirement, death, change of address reported by employees, change of name reported by employees or separation from employment of any employee covered by this agreement.
4. Upon opening of a bargaining unit position in order to make the staffing of the newsroom reflect the community, the Company will strive to interview at least one woman, a member of a traditionally under-represented group, and a local applicant who meet the minimum qualifications and apply in a timely manner for the position. The minimum qualifications shall not include education requirements beyond what is needed to perform the duties of the position. The Sioux City Journal will intentionally recruit diverse applicants in order to ensure compliance with this section, including but not limited to working with minority journalism organizations and indicating the newspaper's interest in under-represented candidates on job listings. The Company and the Union will meet quarterly at the LMC to discuss progress in hiring a diverse newsroom. This Section 4 shall not be subject to grievance and arbitration.
5. (a) The Publisher shall send notice of all vacancies and open beats by email to all bargaining unit employees and post notices of vacancies on one centrally designated bulletin board.

(b) Current employees will be given first consideration when vacancies and open beats occur subject to the rehiring requirements of Article IX, Employee Security. Seniority shall be given serious consideration when multiple current qualified employees apply for the same vacancies.

(c) Notice of such vacancies shall be posted on one centrally designated bulletin board for at least seven (7) days or, at the option of the Publisher, five (5) days in cases of urgency in filling the position.

(d) Employees desiring to fill such vacancies shall submit written applications within the specified period of such posting.

6. The Company will assign reporters to a beat with clearly defined coverage areas and obligations. General assignment reporting can be considered a beat but may include a defined areas of focus in addition to general assignment. It is understood the Editor shall have the ultimate decision as to the daily assignments.

7. When finalized, the company shall provide an update to the guild when the status of open bargaining unit positions change.

ARTICLE XII: LABOR MANAGEMENT COMMITTEE

1. The purpose of the Labor Management Committee (LMC) is to promote communications and problem solving, to avoid misunderstandings and to resolve issues as quickly as they arise. The LMC cannot change the language of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement. Any topic proposed to be addressed through the LMC may be rejected by the other party. Details of LMC discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members and to newsroom management but shall not be disclosed to outside sources.

2. The LMC shall consist of a representative or representatives from each Party (not to exceed two) except by mutual agreement from each Party. Representatives shall be designated at the time of each meeting and may differ each time a meeting is called. The LMC shall meet as needed. Both Parties agree to make themselves available in a reasonable manner.

ARTICLE XIII: GRIEVANCE PROCEDURE

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

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

7. In the event the procedure in Sections 1 to 6 above does not result in a resolution of the grievance and/or the Publisher fails to respond within the five (5) calendar day, time period in Section 5, the Publisher or the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fifteen (15) calendar days after the Publisher's written response to the grievance or the expiration of the five (5) calendar-day time period for such response, whichever is later.
8. At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Publisher and the Union may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.
9. Individual grievances may include an issue affecting multiple employees, but separate grievances may not be consolidated for arbitration unless the Parties agree to do so in writing.
10. In the event that the dispute is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed, withdrawn, and waived.
11. If the parties cannot agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected from an arbitration panel obtained from the Federal Mediation and Conciliation Service (FMCS). The party demanding arbitration shall request a panel of seven arbitrators, including the special requirement that the arbitrators on the panel be members of the National Academy of Arbitrators. If the parties cannot agree on one of the seven arbitrators listed on the panel, the Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected.
12. After an arbitrator is selected, the arbitration hearing shall be held promptly. Each party shall bear its own expenses of preparing and presenting its own case at the hearing. The costs of such arbitration shall be borne equally by the Publisher and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Either party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The party requesting the certified court reporter shall pay the court reporter's fees and pay for copies of the transcript for itself and the arbitrator; the other party shall pay the cost of a copy of the transcript for itself, if requested.
13. The arbitrator shall limit his/her decision to the application and interpretation of the provision(s) of this Agreement and shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.
14. The award of the arbitrator shall be in writing, and shall be final, conclusive, and binding on the Publisher, the Guild, the grievant(s), and the employees(s) involved.

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

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

ARTICLE XV: LEAVES OF ABSENCE

Leave of Absence

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

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

Union Leave

An unpaid leave of absence, not to exceed one week, shall be granted for union business for one employee in each year of this agreement.

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

Pending management approval, the number of employees allowed on unpaid leave for meetings or trainings for more than two (2) days of work at a time shall be limited to one (1) at a time.

Such longer unpaid leave with management approval shall be no more than five (5) consecutive days. The number of employees allowed on unpaid leave for meetings or trainings for one (1) or two (2) days of work shall be limited to two (2) at a time depending on management approval.

Requested union leave shall not be unreasonably denied.

Sabbatical Leave

Upon request, individuals who have been employed for more than five years may take an unpaid sabbatical of up to twelve (12) weeks. With agreement from the Publisher, the sabbatical may be longer. Requests for sabbatical shall be made at least three months prior to the proposed beginning date. When requesting longer than twelve weeks, the employee shall provide the

purpose of sabbatical such as continued education, travel, volunteer work or a writing project. Employees may use available vacation with pay as part the sabbatical. Employees who take a leave beyond twelve (12) weeks will be direct billed for continued benefits.

Bereavement Leave

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

The immediate family includes parents, spouse, domestic partner children, sisters, brothers, mother-in-law and father-in-law, and the employee's grandparents. Requests for funeral leave concerning the death of a person close to the employee but not listed above shall be given consideration and not unreasonably denied.

Parental Leave

In order to give parents flexibility and time to bond with their new child, employees will receive four (4) weeks of paid leave for the birth of a new child or adoption.

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

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

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

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

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

Volunteer Time Off

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

ARTICLE XVI: NO STRIKES – NO LOCKOUTS

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

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

ARTICLE XVII: PROMOTIONS

1. On making promotions, the Company agrees to review the current staff before hiring outside help. When any employee in departments covered by this contract gives two weeks' notice of intention to leave, notice of such vacancy shall be posted.
2. Any employee trying out for a new position shall be given a trial period of not less than two months. In the event such employee is retained in the classification more than six months, the employee shall be considered to have been permanently promoted. An employee may refuse a promotion without penalty.

ARTICLE XVIII: MILITARY SERVICE

1. The Publisher will comply with all federal and state laws governing employees who are called to active service or who volunteer for active service, including reservists.
2. Employees must notify their supervisor as far in advance as possible of the duty dates and provide them with a copy of the employee's orders. Upon return from active duty, the employee must provide the Publisher or designee with a copy of military pay and allowances received during active duty in order to receive any appropriate differential.

3. Employees will continue, for up to twelve months, to receive the equivalent of their base pay, less any military pay they receive while in active duty.
4. The employee will have ninety days to return to their employment after being released from active duty.
5. The returning employee will be returned to the same or a substantially similar position.
6. If the employee wants to continue Company health, dental or vision coverage during their military leave, the Publisher will continue their requested coverage at the same cost-sharing basis that existed prior to military leave for up to twenty-four (24) months. Employees must inform the Company of their intent to continue coverage within sixty (60) days of the date the leave of absence begins. Failure to do so will result in termination of coverage on the date the leave began. Employees will be direct billed for any benefits they elect to continue during military leave.
7. Life Insurance, Short and Long-Term disability coverage, and all voluntary benefits programs will cease at the beginning of the leave of absence. Upon return to eligible employment from military leave, where feasible, the employee will be reinstated in these benefits.
8. If in place prior to the leave, Retirement Account Plan Profit Sharing Company Contributions will continue during the leave and will be based upon the employee's regular weekly wage. Employee contributions may also be continued and will be company matched, as applicable. Arrangements must be made by the employee on leave for making employee contributions during leave or upon return to work.

ARTICLE XIX: PENSIONS

1. The Employer and the Union agree that effective April 24, 2022, The Pension Plan For Employee Of Sioux City Newspapers Inc. shall be frozen as follows:
 - (a) No Participant will accrue or be credited with any additional Benefit Service (as defined by the Plan) for service performed on or after April 16, 2022.
 - (b) For Participants who are Covered Employees and employed by the Employer on April 24, 2022, all Benefit Service Credits as of April 24, 2022, will be considered vested without regard to actual Vesting Service.
 - (c) Participants who are Covered Employees and employed by the Employer on April 24, 2022, shall be credited with (i) the Participant's actual Benefit Service earned as of April 24, 2022; plus (ii) an additional credit of Benefit Service in an amount equal to the Participant's actual Benefit Service earned for the Plan Year ended December 31, 2021. In other words, Participants will earn double Benefit Service credit for calendar year 2021.
 - (d) Effective April 24, 2022, no new employees are eligible to become Plan Participants.

2. The Employer will continue to contribute future amounts, if necessary, to maintain funding of the Plan as required by federal law and regulations based on actuarial recommendations.
3. The Union agrees that the Employer is free to merge the assets and obligations of the Plan with other single employer plans held by Lee Enterprises Inc. The Plans shall not be merge with or converted to a multi-employer plan.
4. The Employer acknowledges the union's right to negotiate over pension benefits in subsequent contracts.

ARTICLE XX: 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. At the time of automatic enrollment, the employee shall be notified of the percentage to be withheld and of their right to change or end contribution amounts.
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 31st. 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 XXI: JURY DUTY

1. An employee who is selected to serve on a jury shall be paid for each full day of jury service for up to 10 working days per year. Management should be notified as soon as possible but no later than 12 hours before shift starts for dayside and not less than 20 hours before shift begins for nightside. If not chosen for jury duty, the employee should report back to work for the remainder of the shift. Hours absent should be deducted from that day's pay. This section shall apply to all employees whether they work a day shift or night shift.

2. 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.

ARTICLE XXII: DRUG AND ALCOHOL TESTING POLICY

The Sioux City Journal prohibits the manufacture, distribution, dispensation, presence, or use of alcohol, drugs and other controlled substances on its property or worksites. A limited exception

exists for the reasonable consumption and possession of alcohol at company sponsored functions, when approved by the company.

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

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

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

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

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

1. Continuing and reoccurring changes in work performance;
2. Repeated failure to follow instructions or operating procedures;
3. Violation of company safety policies;
4. Involvement in an accident or near accident;
5. Discovery or presence of illegal or suspicious substances or materials in an employee's possession or near the employee's workplace;
6. Odor and/or residual odor peculiar to some chemical or controlled substances;
7. Unexplained and/or frequent absenteeism;
8. Personality changes or disorientation; and

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

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

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

Test and Post-Test Procedures

1. All testing is done by a lab chosen by the Sioux City Journal. Controlled substance screening detects the following: marijuana metabolites, cocaine metabolites, amphetamines (including methamphetamine), opiates, and phencyclidine.
2. If an initial drug test is positive, a confirmation test is performed on the same specimen.
3. Once selected for a test under this policy, employees must sign a Chemical Screening Consent and Release Form. Employees who refuse to sign the form and/or submit to the test in their first incident will be treated as if they tested positive. Employees who refuse to sign the form or submit to testing in the second incident will be terminated.
4. If the physician, official, or lab worker has reasonable suspicion that the employee has tampered with the specimen, the employee will be terminated.
5. All results are kept confidential. Employees with negative test results may continue working. A confirmed positive test results in mandatory referral to the EAP unless the employee engages in violent behavior and/or damage to company property. A second confirmed positive test may result in termination.
6. Alternatively, employees with a confirmed positive test can, at their option and expense, have a second confirmation test made on the same specimen. An employee is not allowed to submit another specimen for testing. There shall be a split sample that will be made available for a second test upon the employee's request.
7. An employee awaiting test results shall sent home without pay during the time required for a specimen to be evaluated. Employees who test negative shall be compensated for the time missed.
8. An alcohol concentration of .08 or higher, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent, is considered a positive alcohol test result and violates this policy.

Disciplinary Action

The possession, dispensation, distribution, sale or use of alcoholic beverages, illegal drugs or marijuana during company time, on company premises, in company vehicles or at other work sites where employees may be assigned is prohibited. A first offense of use or possession for use is not just cause for discipline greater than a first-stage written disciplinary warning and mandatory referral to the Employee Assistance Program (EAP). Except for use, an employee

determined to be in violation of this section is subject to disciplinary action, up to and including termination. Nothing in this paragraph prohibits the Publisher from disciplining an employee for cause up to and including termination.

Rehabilitation

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

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

ARTICLE XXIII: HEALTH AND WELFARE

1. The Employer shall continue to offer insurance coverage in effect at the signing of this contract, or reasonably comparable plans, including Medical, Dental, Vision, Life/Accidental Death and Dismemberment ("AD&D") Insurance plans, Sickness and Accident coverage ("Short-Term Disability"), and Flexible Spending Accounts (Section 125 Plan) 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 Employer reserves the right to change the plans and plan designs, including co-pays, deductibles, out of pocket maximums, rate and coverage as necessary. Unit employees shall pay no more than the amounts paid by non-union employees of the Publisher except that premiums shall not increase more than thirteen percent (13%) each year of the contract. Communication of changes will be made prior to the annual open enrollment period.
4. For Dental and Vision, unit employees shall pay no more than the amounts paid by non-union employees of the Publisher, except that premiums shall not increase more than thirteen percent (13%) each year of this contract.

5. The intent of this Article is that full time and part time union represented employees will participate under the same terms and conditions as all eligible non-represented employees.

ARTICLE XXIV: MANAGEMENT RIGHTS

1. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not.

2. The exclusive rights of the Employer which are not abridged by this Agreement shall include but not be limited to the following rights: establishing and changing practices and procedures for the conduct of the business; determining and redetermining the methods, processes and materials to be used; establishing and discontinuing processes or operations of the Employer; establishing and changing work and quality standards; evaluating employee performance; establishing and changing rules of work and conduct that it deems necessary; establishing and changing production methods, standards & job content; establishing and changing hours and shifts in accordance with the terms of this Agreement; determining, changing or discontinuing equipment used in the Employer's operation; establishing and changing work schedules and assignments in accordance with the terms of this Agreement; laying off employees in accordance with the terms of this Agreement; suspending or discharging employees for cause in accordance with the terms of this Agreement; making and enforcing safety rules; conducting job studies; subcontracting in accordance with the terms of this agreement; otherwise taking such measures not in conflict with this Agreement as management may determine to be necessary for the orderly, efficient, and profitable operation of its business. The union retains the right to bargain over the effects of any and all changes in policy or working conditions as listed above.

ARTICLE XXV: MANAGERS

The operation of and the authority and control over the members of the bargaining unit shall be vested exclusively in the Company through its representatives, the Managers. Managers shall have the right to perform any and all work in the bargaining unit. The term "manager" shall be synonymous with the term "supervisor" in Section 2(11) of the National Labor Relations Act, as amended.

ARTICLE XXVI: HAZARDOUS CONDITIONS

1. No employee shall be required to work at the unusual risk of injury, disease or death.
2. An employee assigned to work involving unusual risk shall be provided with usual and customary protection and protective devices essential to the assignment, such as fire gear when covering fires and reflective vests when in traffic situations.
3. Employees assigned to work within areas of riot or civil commotion or natural disasters, such as wildfires, shall be reimbursed for loss or damage to personal property.
4. If the newsroom is moved to another location the Employer and Guild to agree to meet and discuss security for the new location.

XXVII: PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

1. An employee may refuse to submit to outside sources, without penalty or prejudice, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, or the establishment and maintenance of his or her sources, in connection with his or her employment. An employee also may refuse, without penalty or prejudice, to authenticate any material to outside sources. The Publisher shall not give up custody of or disclose any of the above without first consulting the employee. All employees recognize their obligation to submit to management any or all of the foregoing upon request. The Publisher and the union recognize that the Publisher must produce the above documents if mandated by a court.
2. The Publisher shall notify the employee concerned of any demand on the Publisher for such surrender or disclosure or authentication. Likewise, the employee shall notify the Publisher of any demand on the employee for such surrender or disclosure or authentication.
3. If the employee is proceeded against under law on account of his or her refusal to surrender or disclose or authenticate, libel, or any other charge related to the performance of the employee's work, the Publisher shall provide legal defense and shall indemnify the employee if in the Publisher's judgment the employee incurred these charges in the discharge of his/her duties. Should the employee disagree with the position taken by the Publisher as to surrender upon court order, disclosure or authentication and choose not to follow the Publisher's recommendation in the matter, the employee then shall assume all liability as to expenses incurred.

4. An employee shall suffer no loss of wages, employee status or benefits under this contract as a result of his or her refusal to surrender or disclose or authenticate. Should the employee disagree with the position taken by the Publisher as to surrender upon court order, disclosure or authentication and choose not to follow the Publisher's recommendation in the matter, the employee then shall assume all liability as to expenses incurred.

ARTICLE XXVIII: MISCELLANEOUS

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

(b) If a question arises as to the accuracy of a printed news story, no correction or retraction of that story shall be printed until the Publisher has made every reasonable effort to consult with the reporter. In the event of an error being inserted into the story by an editor, the correction will note that it was not the reporters' error.

(c) If after editing, the reporter feels that their story has been changed significantly from the original, at the reporters' request an adjusted byline may run that states "By Sioux City Journal Staff". If a story has been edited significantly, the reporter shall be given an opportunity to review the edited story before it publishes. The editor has the option to hold the story.

2. (a) The Publisher agrees to provide a bulletin board suitably placed for the exclusive use of the Guild.

(b) Except as provided in this agreement, members and/or administrative agents of the Guild shall not conduct union business with employees on company time where such business interferes with the timely completion of work.

3. No employee to whom this contract is applicable shall be required to take over the duties of any employee in another department outside of the newsroom of the Publisher or any other newspaper in the event of a labor dispute in such other department or newspaper.

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

5. The Union shall provide each present employee within the bargaining unit and all employees hired within the unit after the signing of this contract with a copy of this contract. Two (2) Guild

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

6. The Publisher agrees to furnish at all times a healthful, sufficiently ventilated, properly heated, properly lighted, reasonably quiet, clean and uncrowded area that meets safety requirements established by law for the performance of all work. The employee shall assist in maintaining clean and healthful rooms in which to perform all duties. A unit member may be designated to participate in the Sioux City Journal safety committee.

7. An employee shall receive a copy of any documents that will be placed in his or her personnel file. The employee shall be allowed to place a reply to any such statement or documents in his or her file. An employee shall have the right to examine his or her file or files at reasonable times. Employees shall be notified of and may request to receive copies of any written comment concerning the employee received from the public by the Publisher or Editor.

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

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

10. The Publisher recognizes the need for and the value of providing training that will allow equal opportunity for transfer or promotion to employees after completion of such training. The Publisher may consider requests for training from among employees who are interested in enhancing skills for their current position and expanding skills for other roles. The Publisher will pay for expenses related to the approved training. Employees will not have to use Paid Time Off to go through approved training.

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

12. In the event of the closure of the Sioux City Journal 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.

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

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

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

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

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

17. The employees of the Publisher shall be free to engage in any activities outside of working hours, provided such activities do not consist of services performed for media in direct competition with the Publisher or activities that have an impact on the journalistic integrity of the Publisher. The employee shall consult with a senior editor prior to performing any work for other media in direct competition with the Publisher or any other activity that might be in conflict with the journalistic integrity of the Publisher. The Publisher reserves the right to deny the request, but such requests shall not be unreasonably denied. The determination of freelance or other work as work for a competitor shall be narrowly drawn and shall not be arbitrary. Such outside work for other media accepted or approved prior to the commencement of this Agreement shall continue to remain approved by the Publisher.

ARTICLE XXIX: UNION WAIVER UNDER AMERICANS WITH DISABILITIES ACT

1. The Company shall have the right, in its sole discretion, to take whatever action it deems necessary to comply with the Americans with Disabilities Act, including but not limited to discussing reasonable accommodations directly with employees with disabilities.
2. The Company shall have no obligation to disclose to the Union and/or any employee any information concerning the disability of any applicant and/or employee (within or without the bargaining unit). The Company shall have no obligation to disclose to the Union and/or any employee any information concerning any action taken pursuant to Section 1 of this Article, which it deems necessary to comply with the Americans with Disabilities Act.

ARTICLE XXX: UNION BUSINESS

1. Employees engaged by the Union to participate, on behalf of the Union, in non-work activities, such as a grievance processing, union meetings and collective bargaining, will not be paid by the Employer for time spent on such activities. Such employees will be allowed the flexibility to attend such meetings without loss of pay from the Employer as long as the employee completes all assigned work.

ARTICLE XXXI: DURATION AND RENEWAL

THIS AGREEMENT is made and entered into this day of, by and between Lee Publications, Inc. d/b/a The Sioux City Journal, referred to as “the Company,” or “Employer” and Denver Newspaper Guild -CWA Local 37074 referred to as the “Union.”

This Agreement shall become effective 12:01 a.m., April 24, 2022, and shall expire at 12:00 midnight April 16, 2024. Thereafter, it shall be considered automatically renewed for twelve months unless, at least sixty (60) days prior to the expiration date, either party serves written notice upon the other that it desires termination, revision, or modification of any provision or provisions of this Agreement. The terms and conditions contained in this agreement shall apply during any such negotiations. Any revisions or modifications agreed to during those negotiations will be applied on a prospective basis only.

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.

For the Employer:

Astrid Garcia

For the Union:

Mason Dockter
Earl Horlyk
Anthony Mulligan

May 5, 2022

Date Signed

APPENDIX A – FROZEN PENSION BENEFITS

Effective April 24, 2022, the pension benefits accrual described below were frozen, as provided in Article XIX, Pension. This Appendix A is to memorialize pension benefits accrued prior to the date of the freeze as follows:

1. If any employee of the Editorial, Circulation or Janitorial departments elects to retire, he shall receive benefits in accordance with the Company's pension plan.
2. The pension plan benefit for the first year of this contract will be \$22.17 (approximately) per employee per year of service to a maximum of \$775.95 per month for 35 years of service. In the second year, the pension plan benefit shall be \$23.17 per employee per year of service to a maximum of \$810.95 for 35 years of service.
3. Benefits accruing to an employee under the Company's present pension plan shall be vested after the employee has been employed by the Company for a period of 5 years according to the following schedule:

Fewer than 2 years.....	0%
Two years.....	40%
Three years.....	60%
Four years.....	80%
Five years.....	100%

MEMORANDUM OF AGREEMENT #1

In consideration of Dolly Butz' 17 years of service, as an exception to Article IV, Wages, Ms. Butz' hourly rate shall increase to \$18.00 per hour upon implementation of this agreement. Ms. Butz shall receive the contractual increase effective April 16, 2023.

Astrid Garcia
For the Employer

Anthony Mulligan
For the Union