

CONTRACT

**The Loveland Reporter-Herald
and
Denver Newspaper Guild-CWA Local 37074
(Covering Newsroom Unit Employees)**

EFFECTIVE

June 12, 2023 through June 11, 2025

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Preamble

This Agreement is made this day of June 12, 2023, between the Loveland Reporter-Herald hereinafter known as the Employer, and the Denver Newspaper Guild-CWA Local 37074 AFL-CIO hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article I, Coverage.

ARTICLE 1 Coverage

This Agreement covers all full-time and regular part-time employees who work in the newsroom, excluding all Assistant Editors, managerial employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act, as certified in Case 27-RC-269701.

Should the Employer create any new or additional positions it seeks to exclude, it shall notify the Union a minimum of 10 calendar days in advance of the date that the exclusion would occur. The notice shall state the position's title, the reason the Employer proposes to exclude it, and the job description for the position. Disputes, if any, shall be resolved in the manner provided by the NLRA.

ARTICLE 2 Jurisdiction

2.1. The Guild's jurisdiction is recognized as covering employees of the Employer in the news department less those positions listed as exemptions in Article I, Coverage, and includes (a) the kind of work normally and presently performed and such work as has been performed since the date of Certification of the bargaining unit by the NLRB, by employees in the news department, (b) new or additional work assigned to be performed by employees in those departments. Except as noted below, performance of such work shall be assigned to employees of the Employer within the Guild's jurisdiction and shall be covered by the Guild contract.

2.2. Supervisors and managerial employees may perform work performed by bargaining unit employees, as needed.

2.3. The Employer is free to use freelance writers/stringers so long as such use does not result in the layoff of an employee. No freelance writers/stringer(s) shall be contracted to perform a majority of the work previously performed by any full-time employee who is laid off during the term of this agreement. Stringers are to be excluded from the bargaining unit.

2.4 The Employer may use content from syndicates, wire services and affiliated newspapers.

ARTICLE 3

Work Assignment

- 3.1. In the course of performing their primary functions, employees also are expected to gather and process information for multiple media platforms using a variety of print, visual, audio and other tools. Employees may be assigned to perform work outside of their regular beat or assignment from time to time depending on the need of the Employer and the news of the day.
- 3.2. Upon hire, employees shall receive a regular beat or assignment. Regular beat or assignments may be changed by the Employer as follows. Whenever the Employer intends to back-fill a newsroom position beat or assignment, the Employer shall notify staff. Employees within the same job title as the position to be filled shall be given opportunity to request a move to the open beat/assignment, or the Employer may approach employees requesting that they consider moving to an available beat/assignment.
- 3.3. Prior to eliminating a beat or assignment, or moving an employee to another beat or assignment, the Editor shall first discuss the proposed change with the affected employee(s) and shall consider other suggested options including volunteers to cover the needed beats/assignments before the Editor makes a final decision.
- 3.4. Management agrees to (1) provide necessary training and learning opportunities when management implements new equipment or processes, and (2) articulate clearly its reasonable expectations regarding the use of the same.
- 3.5. The Company and the Union agree that it is their mutual intent to maintain a high standard of quality and credibility.

ARTICLE 4

Dues Deduction

- 4.1. Upon an employee's voluntary written assignment, the Employer shall deduct from the earnings of such employee and pay to the Treasurer of the Denver Newspaper Guild not later than the tenth (10th) day of each month, **for the previous months' dues**, 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 Employer by the Guild. Such schedule may be amended by the Guild by notifying the Employer 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.
- 4.2. The dues deduction assignment shall be made upon the following print or electronic form:

To: The Loveland Reporter-Herald:

I hereby assign to the Denver Newspaper Guild and authorize the Employer to deduct from my salary account as the Employer's 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 Employer to remit the amount deducted to the Denver Newspaper Guild not later than the tenth (10th) day of that month **for the previous months' dues.**

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 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 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 Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer 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.

4.3. 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.

4.4 The Guild agrees to indemnify and hold the Company harmless from any liability, attorney's fees and costs if the Company gets sued over any dues deduction issues.

ARTICLE 5

Hiring and Information

5.1. The Employer 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.

5.2. The Employer 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 Employer.

5.3. Written notice of the name, address, gender, minority status, telephone number, date of birth, date of hiring, experience rating, anniversary date, salary, and job title of each new employee covered by this agreement shall be sent to the Guild office at least monthly and upon request by the Guild. The Employer shall notify the Guild office promptly of (a) any change in job title; wage and effective date thereof; (b) the resignation, retirement, death, transfer to another named job title, change in experience rating, change of address reported by employees, change of name reported by employees or separation from employment of any employee covered by this Agreement.

5.4. When a bargaining unit position is to be filled, the Employer shall send job postings to minority journalism organizations.

5.5. As soon as the Employer becomes aware of an illness known as a pandemic as defined by the CDC in the workplace or an imminent threat of violence, the Employer shall immediately notify all staff of such risk.

5.6. The Employer shall furnish to the employee and the Guild, (unless the employee requests that a copy not go to the Guild) documents that are maintained in the employees personnel file within Workday or the company's current HRIS. The employee's file is available to the employee to access at any time.

Only one employee personnel file for each employee shall be maintained by the employer. It is understood that confidential medical information, confidential investigatory information, and any information that must not be retained in an employee's personnel file as required by law will not be included in the employee's personnel file maintained by the Employer. The current Employee Guide is also available in the employee's personnel file.

Supervisors may keep notes outside of the employee's personnel file to document conversations with the employee and/or communications to the employee relating to the employee's job performance. Such notes may be offered as evidence of progressive action to support later a

more formal action taken by the Employer.

Supervisors shall be responsible for notifying the employee any time the supervisor places documents in the employee's file. The employee shall be allowed to place a reply to any criticism or any documents related to discipline in the employee's file.

5.7. New or changed policies shall be in writing and communicated to employees by email, and all current policies shall be posted on the Employer's benefits website where policies are maintained. Policies shall be made available to employees within the Employee Guide and on the Employer's benefits website.

ARTICLE 6

Discipline and Discharge

6.1. (a) The Union recognizes and acknowledges that the Employer has the right to discipline and discharge employees for just cause. For general performance and attendance issues the Employer shall use progressive discipline, which normally includes, but is not limited to, verbal reprimands or warnings, written reprimands or warnings, suspension from work without pay, and discharge. However, the Employer may skip steps or move directly to discharge for severe infractions, based on the facts and circumstances of each case, including the employee's employment record as a whole.

(b) The Employer will notify the employee and the Guild in writing of an employee's discipline or dismissal.

6.2. A grievance may be filed regarding any discipline; however, arbitration is not available for discipline other than discharges and suspensions of more than 2 days.

6.3. New employees shall be considered introductory employees during the first twelve (12) weeks of their employment. The introductory period may be extended by mutual agreement with the Employer and the Union. Discipline and discharges occurring during the introductory period are at the Employer's sole discretion and may not be challenged by the Union under the grievance arbitration section of this Agreement.

ARTICLE 7

Grievance Procedure

7.1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized representative any disputes regarding the interpretation or the Employer's application of this agreement. A grievance is defined as a claim or dispute with the Employer by

the Guild involving an alleged violation of the terms of this Agreement.

7.2 Before filing a formal grievance concerning a non-disciplinary issue, and within fourteen (14) 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 the appropriate manager's or director's attention in an attempt to resolve any issue or dispute through discussions with the Employer's designated representative.

7.3. Within fourteen (14) calendar days after the first meeting conducted under section 2, the Guild shall file a written grievance as provided below. The written grievance shall explain the dispute, identify the specific provision(s) of the Agreement allegedly violated, the specific remedy sought, and request a meeting regarding the dispute.

(a) A grievance concerning discipline or discharge shall be filed within fourteen (14) calendar days of receipt of the notice of discipline or discharge. Verbal or written warnings or suspensions of one (1) or two (2) days may be grieved but shall not be subject to arbitration.

7.4. A grievance meeting shall be held as promptly as possible after the Employer receives the written grievance but, in any case, within fourteen (14) calendar days thereafter. A grievance committee of bargaining unit employees designated by the Guild shall meet with representatives of the Employer and shall discuss the grievance. The Guild may have a TNG-CWA local or national representative attend the meeting. The Guild may have the grievant attend. The parties may mutually agree to attendance by more than one grievant.

7.5. 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 fourteen (14) calendar days of the meeting.

7.6. The Guild has fourteen (14) calendar days from the Guild's receipt of the Employer's written response to the grievance committee meeting, or the date such response was due, to submit the dispute to Arbitration.

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

7.8. In the event that the dispute is not submitted to arbitration or is not timely submitted to arbitration, the matter shall be deemed closed.

7.9. 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 Guild 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. The Parties shall alternately strike names from the list until one arbitrator remains and is therefore selected.

7.10. 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 Employer 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.

7.11. The arbitrator shall limit his/her decision to the application and interpretation of the four corners 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. Only one grievance may be presented at an arbitration hearing. The grievance may include multiple employees affected by the same issue.

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

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

7.14. Time spent in grievance or arbitration meetings during scheduled work time will be paid by the Employer.

ARTICLE 8

Union representation

The Employer recognizes that employees have the right to request to have a union representative present at an investigatory meeting that may lead to disciplinary action. Employees shall have the right but must request that a union representative be present at any disciplinary meeting with the Employer. If a request for union representation is made, the discussion shall not proceed until the Union representative is given a reasonable opportunity to be present, but shall not unreasonably delay the need for the meeting.

ARTICLE 9

Layoffs

9.1. 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, Employer needs and seniority.

(a) Company seniority shall be given serious consideration in determining the employee, or employees, within a job title to be discharged in a reduction of force for economic reasons.

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

(b) The Employer shall notify the Guild of any such projected dismissals, specifying the job and number of employees involved.

(c) There shall be no dismissals for a period of one (1) week following notification required in paragraph (b). During which period the Employer shall accept voluntary resignations or retirements from employees in the job titles involved, with such employees being paid the amount of severance pay provided in Article 10, Severance Pay. The Employer may choose to accept a volunteer from a separate position at the Employer's sole discretion. The number of employees to be dismissed shall be reduced by the number of resignations and retirements.

9.2. 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. 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 six (6) months after dismissal.

9.3. The Employer 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 Employer shall notify the Union of the terms of any such offers made to the employee. If the Employer offers a buyout to a group of employees, the Employer shall notify the Union in advance of the terms of any such offers made to employees. In any buyout initiated by the Employer, the Employer 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 Employer. In such an employee-initiated buyout, the Employer shall notify the Union of the terms.

ARTICLE 10

Severance Pay

10.1. Upon layoff, an 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 twelve (12) weeks. Severance pay shall be a minimum of two (2) weeks' pay. Severance pay is to be computed at the employee's current weekly rate of pay received by the employee while employed by the Employer. Severance shall be paid in a lump sum.

10.2. Severance pay shall not be paid in the cases of proven misuse of company funds, or in the case of deliberate self-provoked discharge for the proven purpose of collecting the severance pay. "Deliberate self-provoked discharge" shall mean cases where an employee conducts themselves in a manner to compel discharge in order to collect severance indemnities rather than resign.

10.3. If an employee has been terminated for any reason, has received severance benefits under the terms and conditions of the contract and subsequently returns to work for the Loveland Reporter Herald, the employee shall at the employee's option:

- (a) return the severance in a lump sum, or
- (b) make no return of severance benefits received or make a partial return, in which case the amount not returned shall be subsequently withheld from any severance benefit the employee may be entitled to in the future.
- (c) in the case of a discharge and reinstatement with the award of back pay, make no return of severance benefits received or make a partial return, in which case the amount not returned shall be credited against the back pay award. In that event the amount credited against the back pay award (equated in time, i.e., hours or weeks) shall be restored to any severance benefit the employee may be entitled to in the future.

ARTICLE 12

Defined Contribution Plan (401(k))

The Employer shall offer a 401(k) plan to all employees covered by this contract. Employees shall be eligible to participate in the plan immediately upon hire.

ARTICLE 13

Transfers and Promotions

13.1. The Employer shall have the right to transfer an employee to another newsroom position for which he or she is qualified, upon mutual agreement between the Employer and employee. The employer shall have the right for business reasons to temporarily assign an employee to work in another newsroom department. There shall be no reduction in salary or impairment of benefits as a result of such transfers.

13.2. Bargaining unit vacancies are accessible by all employees via the Company's Corporate internal career site. An employee desiring to fill a vacancy shall submit his/her application and shall be considered with other applicants for the position. Nothing herein shall limit the Employer's right not to fill any vacancy.

13.3. Notwithstanding the above, where the Employer has the opportunity to hire a person from the outside with unique skills and qualifications, the Employer shall be excused from the foregoing requirements.

13.4. If an employee is transferred or promoted to a vacancy as set forth in Section 2 above and requests to return to his or her previous position, the Employer shall give due consideration to the request.

13.5. Upon request of an employee, the Employer shall provide an explanation as to why the employee was denied a promotion or transfer.

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

ARTICLE 14

Hours of Work and Overtime

14.1. The five (5) day, forty (40) hour week shall apply to all employees, except that employees may work a four (4) day, forty (40) hour week by mutual agreement.

14.2. The working day shall consist of eight (8) hours falling within nine (9) consecutive hours. In the case of a four (4) day work week, ten (10) hours shall fall within eleven (11) consecutive hours.

14.3. The Employer shall compensate for overtime at the rate of time and one-half the employee's straight time rate. Overtime shall be defined as work beyond forty (40) hours in the work week. The Employer will endeavor to evenly distribute overtime and rotate overtime so that no single employee is burdened with excessive amounts of overtime work except where operational and skill requirements do not permit.

(a) Any employee assigned to work more than twelve (12) consecutive hours shall be paid time and one-half time for any work beyond twelve (12) hours.

(b) The Employer 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 request this information as regards all covered employees, or as regards only a department or generally recognized sub-department only. The Guild agrees to request overtime records on all covered employees not more often than three (3) times within any calendar year, but may request overtime records of a department or generally recognized sub-department or individual as often as once per month.

(c) An employee must be offered a meal break after working not more than five and one-half (5 1/2) consecutive hours or shall be paid for the time of an on-duty meal.

14.4. An employee who is called back to work on their day off shall receive four (4) hours of pay for up to four (4) hours of work and at least eight (8) hours of pay if the employee works more than four hours. Such employee shall be compensated at the rate of time and one-half of straight time pay for hours paid beyond forty (40) hours in the pay-week.

14.5. The Employer may elect not to post weekly work schedules in those work groups that are normally scheduled for the same hours but to post the work schedule whenever there is a change in the normal schedule, including scheduled overtime, and inform all employees in the work group of the schedule change as soon as practical but no later than 3 p.m. two Fridays in advance of the change.

14.6. An employee working in a higher bargaining unit wage classification or covering a manager's duties shall be paid and additional twenty dollars (\$20.00) for the shift.

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

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

(c) When an employee comes across breaking news they believe is newsworthy while off the clock, the employee shall first attempt to contact an editor to authorize paid work for the coverage. If an editor is not available and the employee performs such work, the employee shall be paid for the time as provided in this Article only if the story or photo(s) are published by the Employer.

ARTICLE 15

Holidays

15.1. The recognized holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and three floating holidays. Part-time employees are not eligible for floating holidays.

15.2. Employees who are not required to work on those holidays will receive their regular day's pay. Full-time employees who are required to work on a holiday will be paid at time and one-half the straight-time for all approved hours worked.

15.3. Arrangements for selection of the floating holidays must be made and mutually agreed to with the employee's department head. The department head shall be notified at least two (2) weeks in advance of the employee's choice of their floating holidays which can be earned once in a calendar year, and taken on a mutually agreeable date. If two or more employees in the same department or section request the same floating holiday, the department head will endeavor to grant the requests, but if the department head must limit the number who can take the same floating holiday, requests will be granted on the basis of full-time Company seniority.

15.4. If a holiday falls on an employee's regular day off, the employee shall be given an additional day off by mutual arrangement with the Employer.

15.5. Part-time employees who work on a recognized holiday shall be compensated at time and one-half their regular rate for the hours actually worked.

15.6. By agreement with the Employer, 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 department head not less than two (2) weeks before the religious holidays chosen.

15.7. An employee's regular day off will not be changed or shifted to avoid payment of holiday premium pay the employee normally would receive.

ARTICLE 16

Vacation

16.1 All employees shall be eligible for paid vacation, accrued throughout the year up to a maximum annual cap. Vacation pay shall be at the normal hourly rate of pay. Part-time employee vacation hours shall be pro-rated. Employees shall receive vacation on the following basis:

At DOH through three (3) years of continuous service employees shall accrue up to 80 hours per year at an accrual rate of 3.08 hours per two-week pay period worked.

After three (3) years of continuous service effective on the employee's anniversary DOH the employee shall accrue up to 120 hours per year at an accrual rate of 4.62 hours per two-week pay period worked.

After eight (8) years of continuous service effective on the employee's anniversary DOH the employee shall accrue up to 160 hours per year at an accrual rate of 6.15 hours per two-week pay period worked.

16.2 Vacation balances are capped at the annual accrual rate associated with the years of service. For example, an employee who is in their second year of continuous service will be capped at 80 hours of vacation, and will no longer accrue vacation until the balance has fallen below the cap. Part-time employees have a maximum cap of 80 hours regardless of years of continuous service.

16.3 Accrued and unused vacation can roll over from year to year, however the vacation balance cap associated with the years of continuous service remains.

16.4 Only continuous length of service with the Employer, including service for other MediaNews Group newspapers, shall count in computing vacation time under this Article. Length of service with the Employer shall determine the order of selection of vacation schedules; however, the operating efficiencies and needs of the department must be met, as determined by the department manager.

16.5 Vacation hours shall not accrue during unpaid leaves of absence.

16.6 Vacations can be scheduled for a minimum of one hour with manager approval. The Employer may limit the number of employees on vacation. Once scheduled vacation can be changed by mutual agreement between the employee and the Employer.

16.7 Vacation shall be scheduled in advance at a mutually convenient time for each employee. Employees may not borrow against unearned vacation time to receive time off with pay. Employees generally may not receive vacation pay in lieu of time off.

16.8 An employee whose vacation time includes a holiday shall receive the day off with pay as a holiday, not a vacation day.

16.9 Upon termination of employment, an employee (or his/her estate in case of death) shall receive pay for unused, accrued vacation.

ARTICLE 17

Sick Leave

17.1. Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury or disability. Sick leave may be used to cover absences caused by the illness of or injury to the employee, employee's immediate family or domestic partner. Illness or injury shall include doctor or dental appointments. If reasonable cause for suspicion of misuse or abuse of the sick leave benefit arises, the Employer may request the employee provide a doctor's note or other appropriate documentation.

17.2. Employees who are unable to work due to illness or injury as provided in Section 17.1 above shall notify their direct supervisor before the start of their scheduled workday.

17.3. (a) Full-time employees shall be granted fifty-six (56) hours of sick leave on January 1 of each year.

(b) Part-time employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked up to 48 hours. Part-time employees may carry over up to 48 hours of sick leave into the next calendar-year.

17.4. Sick leave pay shall be calculated based on the employee's regular hourly rate of pay.

17.5. Where an employee is absent due to legitimate disability and other weekly benefits are available such as workers' compensation or short term disability pay, accrued hours of sick-leave shall be paid to the extent that such sick-leave is available to make up the difference between the total regular take-home pay and other weekly benefits. Only the hours of sick-leave pay used to make up the difference shall be charged the employee's accrued sick-leave credit.

17.6. After five consecutive days of absence because of illness of the employee, the employee is eligible to apply for sickness and accident coverage (Short-Term Disability) as provided in Article 18, Health Plan and Other Benefits, Section 4.

17.7. Unused sick leave pay shall not be paid out while employed or upon termination of employment.

ARTICLE 18

Health Plan and Other Benefits

18.1 (a) Full-time employees shall be covered by Employer's medical, dental, vision, life, and disability, both short-term and long-term, insurance plans under the same terms and at the same costs as non-represented employees. Such plan(s) can be amended, changed or terminated and replaced, in whole or in part at the discretion of the Employer, including but not limited to plan

design, coverage options and percentage of employee/Employer contribution. Part-time employees become eligible for a medical plan, dental and vision benefits (dental and vision premiums will be paid 100% by the part-time employee) when they have worked an average of 30 hours per week during a "Measurement Period" under the same terms and at the same costs as

The Employer shall provide the union with advance notice of any change in the insurance program.

ARTICLE 19

Leaves of Absence

19.1. Personal Leave: Employees may be granted unpaid personal leaves of absence in the sole discretion of the Employer. The length of leave is at the sole discretion of the Employer. The Employer shall review written applications for personal leave and inform the employee of its decision within fourteen (14) days of the application. The Employer may consider the business needs of the department, among other considerations, in deciding whether to grant a personal leave of absence.

19.2. Family Medical Care Leave: An employee shall be granted unpaid family leave with the right to use available paid time off during such leave under applicable federal and state law.

19.3. Jury Duty: An employee called to serve on a municipal, superior or federal jury shall receive his/her regular weekly salary during periods of such service. Any compensation paid by the court to the employee shall be assigned to the Employer. Travel cost reimbursement by the court to the employee shall belong to the employee. Employees called for jury duty should notify their manager as soon as possible so arrangements can be made to cover their absence.

An employee who works nights that is called for jury duty shall not be required to work on the day, or on the night before jury duty. An employee who works a day shift may be required to complete his/her regular shift if he/she is discharged from further jury duty before the end of that shift. Employees should continue to report for work on those days when excused from jury duty or when jury duty does not conflict with the employee's work schedule.

An employee who regularly works a night shift may be rescheduled to a day shift during a period of jury duty, and may be required to complete the shift if discharged from further jury duty before the end of the shift.

If rescheduling a night shift employee is not practicable, as determined by the Employer, then the employee shall be paid, but not required to work, the next regularly scheduled night shift immediately following jury duty.

19.4. Bereavement Leave: Full-time employees covered by this Agreement who have a death in their immediate family shall be given four (4) consecutive days off with full pay for the purpose of arranging and/or attending the funeral or memorial service. The employee may request to extend the leave through any combination of vacation and unpaid leave of absence, which may or may not be granted. Such requests shall not be unreasonably denied if the request is made to the employee's supervisor or Human Resources Department before the end of the paid funeral leave period.

(a) 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.

(b) For the purposes of this article, "immediate family" shall include parents or legal guardians, spouse or same-sex domestic partner, mother-in-law or father-in-law, child, stepchild, brother, sister, grandchildren and grandparents.

(c) Available accrued vacation, personal holidays or unpaid leave, upon approval of Manager, can be taken for funeral leave of other family members not listed above (e.g., aunt, uncle, close friend, etc.). Part-time employees are not eligible for paid bereavement and would need to use accrued vacation or unpaid time.

19.5. Parental Leave: The Employer shall grant child-care leave to full-time employees immediately after the birth or adoption of a child and are the primary caregivers for up to six (6) months in length inclusive of any paid disability period. The employer also shall grant unpaid spousal leave to full-time employees immediately after the birth or adoption of a for up to twelve (12) weeks.

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

(a) 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.

(b) 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.

19.7. Military Service: The Employer shall honor all requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) as it applies to an employee who has been absent from work due to “service” in the U.S. uniformed services. “Service” under USERRA means the performance of duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, absence from work for an examination to determine a person’s fitness for these duties, and funeral honors duty performed by National Guard or reserve members.

(a) All employees on the completion of military leave shall receive the following benefits: (1) credit of time spent in service in computing vacation seniority rights, (2) credit of time spent in service in computing length of continuous service with the Employer, (3) reinstatement in a group insurance plan without a waiting period of thirty (30) days.

ARTICLE 20

Seniority

20.1 Seniority means length of continuous employment with the Employer.

20.2 The Employer shall consider seniority to be a factor in making employment decisions.

20.3 An employee will lose seniority and all claims to any entitlements hereunder, including to employment, in the event that the employee:

- (a) Voluntarily quits;
- (b) Retires;
- (c) Is discharged with just cause; and/or
- (d) Is laid off for a period of more than one (1) year.

ARTICLE 21

Part-Time and Temporary Employees

21.1. A part-time employee is one who is hired to work less than forty (40) hours in a work week. 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, then temporary employment shall be for the duration of the leave. When temporary employees are hired, the Union shall be notified of the temporary or special projects that require such hiring and the anticipated duration of such projects. Temporary employees working for and being paid by a temp agency are not covered by this agreement.

21.2. Part-time employees shall receive all the benefits and are covered by all provisions of this contract except as limited in this contract.

21.3. Part-time and temporary employees will be paid an hourly wage rate specified for full-time job titles.

21.4. Vacation credit for part-time and temporary employees shall accrue in proportion to total hours worked.

ARTICLE 22

Wages

22.1. Upon ratification of this agreement all current bargaining unit employees will receive an increase in pay as provided in Attachment A.

22.2. One year from the date of ratification of this agreement, bargaining unit employees employed at the Loveland Reporter-Herald on the anniversary of the agreement's ratification will receive a onetime bonus of \$1,000.00.

22.3. Upon implementation of this Agreement, the minimum hourly rate for bargaining unit employees shall be \$17.00 per hour.

ARTICLE 23

General Wage Provisions

23.1. The Employer shall have the sole and exclusive right to determine the initial rate of pay, but such rate shall not be less than the minimums set for in Article 22, Wages, based upon the job title and experience of the employee at the time of employment, transfer, or promotion.

23.2. There shall be no reduction in salaries during the life of this agreement.

23.3. The minimum wage rates established herein are minimums only. Nothing herein shall be construed to alter or modify the right of employees to bargain for individual pay increases in their own behalf, but the Employer agrees not to bargain with any individual employee for, or to enter into any agreement providing for, a salary less than the minimum set up in this agreement or less than any salary established between the Employer and the Guild. Individual merit may be recognized by increases above the minimum.

23.4. Pay for the previous two-week pay period shall be available to employees by direct deposit no later than Friday morning. The Employer may change pay dates with thirty (30) days prior notice to employees and the Union. The Employer and the Guild will work out details of the transition plan.

23.5. There shall be job descriptions for each bargaining unit position.

23.6 Employees that submit photos taken outside of paid hours worked that are subsequently published will be paid a minimum of one (1) hour of pay.

ARTICLE 24

Expenses and Equipment

24.1. The Employer shall pay all authorized legitimate expenses incurred by the employee in the service of the Employer.

24.2. Employees making their personal automobiles available for use at the authorization of the Publisher shall be reimbursed for all business miles at twenty-five cents (\$0.25) below the current IRS rate. Each employee being reimbursed under this Section 24.2 shall provide the minimum automobile liability, personal injury protection and uninsured/underinsured motorist coverage as required by the State of Colorado. Upon request, the Employer shall receive in a timely manner proof of insurance coverage and shall be notified immediately by the employee if the employee becomes uninsured.

24.3. Necessary working equipment, as defined by the Employer, shall be provided to the employee and paid for by the Employer.

24.4. The Employer will pay a stipend of \$40 per month for employees required by management to have a cell phone.

24.5. The Employer shall make free parking available at its current facility.

ARTICLE 25

Miscellaneous

25.1. (a) An employee's byline shall not be used over the employee's protest regarding the editing of the article.

(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 Employer has made a reasonable effort to consult with the reporter.

25.2. (a) The Employer agrees to provide a bulletin board for the exclusive use of the Guild. All postings must be professional and appropriate.

(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.

25.3. The Employer and the Union may agree to the creation of committees for the purpose of communication or resolution of issues of mutual interest. The parties understand such committees will be advisory and consultative in character and shall not be used for discussion of contract interpretation or alleged violations of the contract nor as grievance committees. Each party shall appoint a reasonable number of members to the committee. Either party may request a meeting in writing, specifying the subject(s) desired to be discussed. Such committees shall be dissolved by mutual agreement upon the conclusion of discussions on each issue.

ARTICLE 26

Health and Safety Conditions

26.1. No employee shall be required to work at the unusual risk of injury, disease or death.

26.2. An employee assigned to work involving unusual risk shall within a reasonable time depending on the circumstances, be provided with all protection and protective devices the Employer reasonably deems necessary for the assignment.

26.3. Employees assigned to work within areas of riot or civil commotion shall be reimbursed for loss or damage to personal property being used to perform duties such as a cell phone or camera. It is understood there shall be no duplication of benefits under this clause.

26.4. If an employee is working within a company location the Employer shall provide premises in conformity with all applicable federal and state laws and regulations.

ARTICLE 27

Privilege Against Disclosure and Authentication

27.1. When a demand for surrender or disclosure of information, notes, documents, films, photographs, tapes or other material – or the source thereof – is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission, legislative body or other governmental agency, such employee shall notify the Employer's representative and the

Union, or if such demand is made upon the Employer, the Employer's representative shall notify the employee and the Union.

27.2 Following such notification, the Employer's legal counsel shall be consulted by the employee, and full disclosure of all facts shall be made by the employee.

27.3 If the advice of the Employer's legal counsel is followed by the employee, said employee shall not suffer any loss of pay or other benefits and shall be made whole, to the extent permitted by law, against any court assessed penalties resulting from the employee's failure to make the surrender or disclosure referred to in Section 25.1 herein if such penalties result from the employee following the advice of the Employer's legal counsel.

27.4 Should the employee disagree with the position taken by the counsel provided by the Employer as to surrender, disclosure or authentication and choose not to follow the Employer's counsel's recommendation in the matter, the employee then shall assume all liability as to expenses incurred.

ARTICLE 28

Drug and Alcohol Policy

28.1. The unlawful manufacture, distribution, dispensation, sale, possession or use of a controlled substance during company time, on company premises, in company vehicles or at other work sites where employees may be assigned is prohibited.

The following is a partial list of controlled substances: (1) narcotics (heroin, morphine, etc.); (2) cannabis (marijuana, hashish); (3) stimulants (cocaine, etc.); (4) hallucinogens (PCP, LSD, designer drugs, etc.).

28.2. The possession, dispensation, distribution, sale or use of alcoholic beverages or marijuana during company time, on company premises, in company vehicles or at other work sites where employees may be assigned also 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. Except for use, an employee determined to be in violation of Sections 1 or 2 is subject to disciplinary action, up to and including discharge.

28.3. For the first offense of the use or being under the influence of illegal drugs, marijuana or alcoholic beverages on company premises, vehicles or work sites the employee will be required to undergo an evaluation by the Employer's Employee Assistance Program (EAP) and to complete in its entirety whatever course of action the EAP shall direct, which may include random testing by a Substance Abuse Professional (SAP), at the direction of the EAP for no longer than one (1) year. The employee agrees to release information to the Employer and Union about compliance. Nothing in this paragraph prohibits the Employer from disciplining an

employee for cause up to and including discharge.

28.4. Employees undergoing prescribed medical treatment with a drug that may affect performance are urged to report this treatment to Employee Health Services. The use of these drugs as part of a prescribed treatment program is not a violation of this policy, but such use of a drug by an employee while performing company business or while in any company facility is prohibited if such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Company. The employee may be required to use sick leave, take a leave of absence or comply with other appropriate action determined by a physician.

28.5. Any employee who is convicted under a criminal drug statute for a violation of law occurring in the workplace or who pleads guilty or nolo contendere to such charges must notify the Company within five (5) days of such conviction or plea. Failure to do so will result in disciplinary action, including discharge. Employees convicted or who plead guilty or nolo contendere to such drug-related violations are subject to disciplinary action up to and including discharge and/or mandatory attendance and successful completion of a drug abuse assistance or similar program as a condition of continued employment.

28.6. The Company will make available information about community resources or assessment and treatment. In addition, the Company will provide supervisors training to assist in identifying and addressing controlled substance use by employees.

28.7. Under its benefits program, the Company will provide confidential counseling and health care programs for employees and their families who seek treatment of problems related to drugs or alcohol. Employees receiving help from the EAP or other recognized professional treatment sources may do so without jeopardizing their employment. Participation in treatment programs will not restrict enforcement of this policy or any employee's obligation to comply with it. Employees who use the EAP of their own volition may do so with complete confidentiality. Information on contacting the EAP is available from the Human Resources Department, Employee Health Services or the Union.

28.8. To ensure the safety of the work place and the work force, the Company will take the following steps:

- (a) Whenever there is probable cause to believe that use of illegal drugs is adversely affecting fitness for duty, the Company will require an employee to submit to a test for determining use of illegal drugs.
- (b) Whenever there is probable cause to believe that use of alcohol or marijuana is adversely affecting fitness for duty, the Company may require an employee to submit to a test for determining the use of alcohol or marijuana.

(c) “Probable cause” shall include the facts and circumstances of any incident or observation, including, but not limited to, behavioral indicators of possible alcohol or drug use affecting fitness for duty and may also include employee involvement in an accident, if the accident results in the following:

A fatality;

A bodily injury to a person, who as a result of the injury immediately receives medical treatment away from the scene of the accident; or

Property damage that results in significant financial loss to the Employer.

In such situations, the Employer will require the employee to immediately submit to drug and/or alcohol testing and to agree to grant permission to any medical treatment provider and any hospital or other medical treatment facility to perform such testing if the employee receives immediate medical treatment away from the scene of the accident.

(d) No employee may be requested to submit to such testing without the prior authorization of one vice president of the Company based on the information provided by the supervisor or manager. Authorization will not be given without probable cause.

(e) Refusal to submit to a test will be handled in the same manner as a positive test.

(f) Employees required to test for use of drugs and/or alcohol will be dismissed for the remainder of the shift. If the test proves to be negative, the employee shall be compensated by a full day’s or night’s pay.

(g) The first-time positive results of testing indicating use of a controlled substance or alcohol shall be used to encourage appropriate rehabilitative measures. The Company will require the employee to consult with the Employee Assistance Program (EAP). Disciplinary steps may be taken, or discharge may result from further positive testing. Nothing herein prevents the Company from disciplining employees for just cause.

(h) Reasonable accommodation for rehabilitation and return to work will be made unless the employee would be in imminent danger of injury.

Employees may use available vacation or floating holidays while awaiting release to work from the EAP.

28.9. In order to comply with changes in applicable law, the Employer may modify this drug/alcohol policy without bargaining with the Union, The Employer shall give the Union at

least 30 days' prior written notice of such required modifications.

28.10. Discipline resulting from any drug and alcohol testing shall be subject to the grievance provision of this Agreement.

ARTICLE 29

No Strike – No Lockout

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

29.2 There shall be no strikes, sympathy strikes, slowdown, "blue flu" or stoppage of work by the Union or any employee in the bargaining unit during the term of this Agreement.

29.3 It shall be considered a breach of this Agreement for the Union, the employees and/or its agents to instruct and/or encourage employees, or for an employee covered by this Agreement, to refuse to perform their normal work duties due to any labor dispute involving the Employer or any other employer.

29.4 In cases of alleged violations of the provisions of this Article, the grievance and arbitration procedure of the Agreement need not be exhausted, but the aggrieved party may, without such exhaustion, immediately resort to an appropriate court of law to seek any available equitable and/or legal remedies.

ARTICLE 30

MediaNews Group Social Media Policy

Social media plays an essential role in our work as journalists, allowing our publications to reach new audiences and increase loyalty. For those reasons, journalists at MediaNews Group publications should use social platforms as part of their jobs.

These guidelines are meant to provide MediaNews Group journalists with a code of conduct and best practices for engaging on these public and sometimes tricky platforms.

If these guidelines could be boiled down to a few words, they would be: Use common sense, and think before you post on a social network.

This policy applies to any journalist at MediaNews Group publications, including executive leadership, editors, reporters, photographers, videographers, graphic artists, and producers.

In all you do, be professional.

What you engage with on social networks is likely already public. Even if you filter content with privacy settings, assume anything you communicate on these platforms could become public. The private messages, emails and direct messages of MediaNews Group employees have been screenshot and shared publicly in the past, often without prior consent, in an effort to do the employee and company harm.

Having a “professional” social media account and a “personal” one still necessitates adhering to these standards. It’s our recommendation that you have one account per platform. Some exceptions exist: Facebook allows personal profiles and professional pages, which you may choose to create.

You own social media accounts with your name. If you leave the company, you are free to take those accounts with you. If you contribute to or post on a social media account bearing a brand name of a MediaNews Group publication, that account stays with the company.

Do not post partisan opinions or anything that would hurt our credibility.

Avoid publishing content on social media that would call into question your commitment to fairness, accuracy and impartiality. Journalists must not promote partisan political views or endorse candidates.

When expressing a viewpoint on issues such as the First Amendment, open records and press freedom — issues we as an industry support — remain professional in your approach. This is important because social media posts can easily be interpreted as statements made on behalf of our organizations.

What you post should be similar to what you would say on your publication’s platforms. While the tone may be more casual, does it still sound professional? If you’ve sought to be comedic, does it actually come across properly? Would your message lead someone to believe that you favor one side of the issue? Could your post hamper the work of another journalist at the organization?

Journalists with job descriptions that require providing commentary, including news and sports columnists or editorial writers, are free to provide opinions in their area of expertise on social media platforms that the company would generally deem fit for publication.

Do not post confidential or proprietary information about your publication or the company.

How to Engage with Followers, Friends and Commenters

Under no circumstances should you seek to hide your identity or intentions when using a platform to perform work related to your job. You are not required to have your publication’s name in your handle, but it should be somewhere accessible, such as the platform’s biography

section.

It is appropriate to follow or friend sources on social media for reporting purposes. You should not purchase social media followers through third-party companies. Publications are permitted to try to grow their following through paid promotion on the platforms themselves.

Responding to feedback and comments deepens our relationship with readers. It's smart to answer questions or clarify points, but avoid toxic commenters and arguments. Do not post disparaging remarks about a person or subject.

If the conversation becomes too toxic or offensive, block or mute the person. We urge you not to take this step over valid criticism of your work. If you feel threatened, consult with a supervisor or your human resources representative.

Avoid commenting on stories by your publication, except to answer questions or offer a clarification. Be aware that "liking" or "favoriting" a social media post can be perceived as endorsing a viewpoint.

We urge you not to use your social media profiles to file customer service complaints. Even if your complaint is valid, you could receive special treatment because of your position as a journalist or public-facing employee for your publication.

Even when assigned to interact with our social media audiences, you are not authorized to represent yourself as a spokesperson for the company.

Supervisors should not submit Facebook friend requests to people they supervise, though it is OK for employees to submit those requests to their bosses or other managers.

Joining groups and liking or following fan pages

Avoid joining partisan groups on Facebook or other platforms unless doing so is part of the reporting process. If you cover politics, be sure to like and follow the pages of those on multiple sides of an issue or multiple parties or candidates. When possible, monitor groups without joining them.

Verifying Information and Sourcing

Accuracy remains essential to our jobs and ensures our audience trusts our work. Be particularly wary during breaking news situations, where unverified claims, hoaxes, photos, articles, and other forms of misinformation are commonly mixed in social streams.

If you've posted about something on a social media platform and an important update comes, either edit your original post or add an update (see corrections below).

If something seems too good to be true, check the account that published the information. If the account is not verified — usually marked by a blue checkmark — use caution because it could be a fake account.

We are not free to use content from social accounts without either embedding a post directly (i.e., a tweet, Instagram or Facebook post) or seeking permission from the source. Simply crediting “Facebook” is not enough to save us from copyright infringement. Always consider the social network’s terms of service when gathering material for use.

When asking for users to submit content through social networks, we must ensure that users know they are allowing us to publish on our platforms everywhere. We also must not encourage people and contributors to put themselves in harm’s way in order to obtain video or images.

Handling social coverage vs. our own digital platforms

We strongly urge our journalists to break news on our own digital platforms — website and mobile apps — instead of social media. That includes text, photos, video, audio and/or graphics and illustrations. Posting first on our own platforms allows us to serve our readers who value and pay for our journalism.

In some cases, this isn’t reasonable. Public press conferences in which multiple media outlets are present is one example.

There are rare cases when we will decide to release exclusive information on social platforms. For example, a sports reporter might get a tip about a trade or roster move only moments before it’s released more broadly, so posting on our own digital platforms can’t be done before the scoop is lost. But posting exclusive information to social platforms first only because, for instance, it’s easier than filing a story is not acceptable.

If you must break a story first on a social platform, quickly follow up with a story and either edit the original post or thread a comment connected to the original post to ensure your audience sees a link to the full story.

Observe our company’s copyrights. Posting photos and videos for breaking or live news situations is OK, but uploading a full gallery of edited photos from a high school football game to your personal Facebook page or uploading a fully edited and produced video is not appropriate. Link back to our platforms instead.

Be sure to discuss approaches with your supervisor when in doubt.

Linking to Stories and the Work of Other Organizations

Journalists' social media feeds should be a wealth of information, reflecting their coverage areas and other personal interests. We encourage you to link to your own work and the work of your colleagues. We also encourage you to link to the work of those outside your publication, especially if it's valuable for our audience — even if it's a competitor.

However, be careful about linking to stories that have not been verified by your own organization or another reputable news outlet. Read stories before you share them to ensure the content is something you want attached to your name.

When retweeting or sharing posts without comment or context, be aware it can be construed as an endorsement. Saying in your profile that “retweets do not equal endorsements” or “all opinions are my own” is not a safeguard. Sharing highly opinionated material — i.e., “RT @MooreSenate: Common Core must be eliminated!” — is fine, so long as you're making clear it's being done for reporting, usually by providing some text ahead of a retweet (a quote tweet) or share, like this: “Moore weighing in on education policy. RT @MooreSenate: Common Core must be eliminated!”

When you make a mistake, correct it and be transparent

In the course of reporting, we will make mistakes. We will be transparent about mistakes of fact and other errors and work diligently to correct them. Never hide a mistake by simply deleting a social media post. If you publish something erroneous, delete or edit the post and acknowledge the deletion or edit, being sure you share corrected information. Do not repeat the error. If you are unclear about the best approach for making a correction, check with a supervisor.

9. Nothing herein shall be construed as limiting any rights employees are granted under Section 7 of the National Labor Relations Act.

Final Thoughts

This policy covers all conduct and activity of social networks used by our journalists. We reserve the right to take action for violations of this policy, up to and including termination.

We believe that social media can be a force for good reporting and engagement with our audiences. This policy is an attempt to balance that need with the need of protecting our publications and our company. How you practice journalism offline should fundamentally be the same as how you practice it online with respect to ethics, professionalism, accuracy, impartiality and fairness. If you have questions or concerns about something, consult with a supervisor.

ARTICLE 31 **Management Rights**

31.1 Except as limited by the terms of this Agreement, the Employer reserves and retains exclusively to itself the traditional rights in the exercise of the functions of Management, including but not limited to the following rights: to manage and operate all Employer facilities of any kind; to direct its employees; to direct, plan and control all Employer operations; to establish rules of conduct not inconsistent with the terms of this Agreement; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to develop and implement performance evaluation standards and a merit pay program consistent with provisions of this Agreement; to establish and/or change existing methods, materials, equipment and facilities; to subcontract work consistent with the provisions of this Agreement; to determine the methods of business operations, the schedule of such operations and the assignment of particular employees to particular business operations consistent with provisions of this Agreement; to determine the design, marketing, advertising and pricing of said products and/or services; to utilize suppliers, vendors and subcontractors (including the use of vendors, suppliers or subcontractors personnel in testing and/or working on equipment or materials supplied by the vendor, supplier or sub Agreement or); to select and hire employees; to schedule hours of work consistent with provisions of this Agreement; to promote, demote, transfer, suspend, discipline and discharge employees consistent with provisions of this Agreement and assign them to work; to utilize the services of freelancers, stringers, and independent contractors consistent with provisions of this Agreement; and to lay off employees consistent with provisions of this Agreement.

31.2. Notwithstanding any other provision of this Agreement, the Employer may in its discretion, accommodate employee(s) to ensure compliance with applicable law, including but not limited to the Americans with Disabilities Act.

31.3 (a) Existing Policies. All current policies of the employer not specifically modified by or not specifically addressed in this Agreement shall apply to bargaining unit employees on the same basis as such policies are applicable to non-bargaining unit employees of the Employer.

(b) Such Policies are each subject to the Employer's right to modify, replace, or discontinue each policy, provided that prior to implementation of a new policy, the Employer shall provide ten (10) business days advance notice to the Guild, and, at the Guild's request, will meet to discuss/negotiate over the new policy or a change to a new policy. Regardless, the Employer may implement after ten (10) business days and the parties may continue to discuss/ bargain until an agreement is reached or bargaining is concluded.

(c) Should there be a conflict between any policy or section of a policy, and the terms of this agreement, the terms of this Agreement will apply

ARTICLE 32
Duration and Renewal

33.1. This agreement shall commence June 12, 2023, and expire June 11, 2025, and shall inure to the benefit of and be binding on the successors and assigns of the Employer and the Union. At any time within ninety (90) days prior to the expiration date of this agreement, the Employer or Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.

33.2. If the Employer decides for any reason that it will cease operations, it shall notify the Union at least 30 days prior to the effective date of such closure.

ACCEPTED AND AGREED

FOR THE UNION:

Austin Fleskes
Will Costello
Jenny Sparks
Anthony Mulligan

FOR THE EMPLOYER:

Marshall Anstandig
John Vahlenkamp
Brett McCommons

Date Signed: June 29, 2023

ATTACHMENT A

Upon implementation of this Agreement, the hourly rate of current bargaining unit employees shall be as follows:

Jenny Sparks - \$19.50

Austin Fleskes - \$17.50

Will Costello - \$17.50

Jocelyn Rowley - \$17.50