

# COLLECTIVE BARGAINING AGREEMENT

The Salt Lake Tribune  
And  
The Denver Newspaper Guild - CWA Local 37074  
(Covering Newsroom Unit Employees)

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## **ARTICLE 1.**

### **RECOGNITION, UNION SECURITY & DUES DEDUCTION**

**Section 1.1. Recognition.** The Salt Lake Tribune (“The Tribune”) or (“Employer”) Employer recognizes The Denver Newspaper Guild,—CWA Local 37074 (“Guild”) as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all regular full-time and part-time employees in the Audience, Production, Product, Marketing and Editorial Departments, including News, Sports, Visuals, Audience, and Moab Times-Independent, as provided in the Voluntary Recognition Agreement.

**Section 1.2. Bargaining Unit Inclusions.** All regular full-time and part-time newsroom employees employed by the Employer at *The Salt Lake Tribune* and *The Moab Times-Independent*, fellows (as described in Section 1.3 below), such as Report for America, *etc.*, engaged on a full-time basis whose funding grant is for at least six (6) months, are recognized as being members of the bargaining unit. Throughout this Agreement, all references to the “Salt Lake Tribune” or “Tribune” shall include the Moab Times-Independent. The term “Employees” as used herein shall mean and refer to employees of The Tribune who are included in this bargaining unit under the terms of this Article; unless otherwise expressly provided for herein, this Agreement is not binding on The Tribune with respect to employees that are not included in the bargaining unit.

**Section 1.2.1.** Should The Tribune acquire other publications in the future, the Guild and Employer shall meet to determine which job titles in the newly acquired entities are union-eligible based on the provisions in Section 1.2. and the provisions of the National Labor Relations Act.

**Section 1.3. Journalism Fellows.** Journalism fellows (*e.g.*, Report for America) are journalists or aspiring journalists whose employment is based upon their compensation being paid in whole or in part by a third-party organization (grant funded) and are engaged for a term consistent with the funding grant. The Guild shall be advised in advance if the Employer intends to hire a journalism fellow.

**Section 1.3.1.** Fellows’ total hourly compensation shall not be less than the minimum rate provided by the entity issuing the fellowship or not less than the minimum rate of pay for fellows outlined in this Agreement, whichever is greater. A fellow engaged on a full-time basis whose funding grant is for at least six (6) months shall be considered a full-time employee and be eligible to participate in the 401(k), except vesting, and medical plans and shall be eligible for all paid time off on the same basis as any other Employee. Otherwise they shall be entitled to no other benefits except to the extent required by law.

**Section 1.3.2.** Fellows, including those engaged on a full-time basis, may be terminated at

the end of their grant and will not be paid severance and are not covered by layoff protections as provided in Article 9 of this Agreement, titled Reductions in Force.

**Section 1.3.3.** Tribune employees on fellowships, as delineated in Section 1.2, are included in The Tribune's bargaining unit. Non-Tribune fellowship employees are not included in the bargaining unit.

**Section 1.3.4.** The Parties acknowledge that fellows may have requirements outside of this Agreement. The Guild retains the right to bargain with The Tribune over conflicts between this Agreement and third-party fellowship contracts.

**Section 1.4. Bargaining Unit Exclusions.** All employees in other departments, supervisory, managerial, confidential and guard employees as defined by the National Labor Relations Act. Fellows other than those identified above and interns are acknowledged not to be members of the bargaining unit but their employment shall generally be consistent with the terms of this Agreement.

**Section 1.4.1.** If the Employer establishes a new position in a covered department that it believes is excluded, it shall notify the Guild and provide a description of the position's job duties. Upon request, the Parties shall meet within two (2) calendar weeks to discuss whether the position should be included or excluded. If no agreement is reached, either Party may refer the question to the National Labor Relations Board.

**Section 1.5. Union Security.** It is understood that the laws of the state of Utah prevent the Parties from including a union security provision. In the event that union security provisions once again become legal for Utah employers, the Parties agree to meet and discuss the effect of the change in the law.

**Section 1.6. Dues Deduction.** Upon Employee's voluntary written assignment, the Employer shall deduct from the earnings of such Employee and pay to the Treasurer of The Salt Lake Newspaper Guild not later than the tenth (10th) day of the following 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 Employer by the Guild. Such schedule may be amended by the Guild by notifying the Employer ten (10) calendar 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. The dues deduction assignment shall be made upon the form attached hereto as Appendix A. If authorization is completed electronically, alternate verification in lieu of signature may be required. Deductions of dues, initiation fees and assessments shall be made for each pay period 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.

The Tribune agrees to repair any reasonable errors or mistakes in dues collection in good faith and

as soon as reasonably possible moving forward. Guild will not seek back dues ungathered in case of error.

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

## **ARTICLE 2. JURISDICTION**

**Section 2.1. Covered Employees.** The Guild's jurisdiction is recognized as covering Employees of The Tribune in the departments listed in Article 1, Section 1.2 of this Agreement less those positions listed as exclusions in Article I, and includes (a) the kind of work normally and presently performed and such work as has been performed in the past by Employees in those departments, (b) new or additional work assigned to be performed by Employees in those departments. Performance of such work shall be assigned to Employees of the Employer within the Guild's jurisdiction and shall be covered by the Guild Agreement.

**Section. 2.1.1.** It is understood that newsroom management may perform Guild work as needed.

## **ARTICLE 3. INFORMATION**

**Section 3.1. Worker Information.** The Employer shall supply the Guild at least quarterly, but also upon written request, a list containing the following information for all bargaining unit Employees on the payroll if it exists. If no changes have occurred, a simple notification from the Employer is sufficient.

- a. Name, address, sex and date of birth
- b. Date of hire
- c. Job titles
- d. Original date of hire with The Tribune
- e. Wage / salary
- f. Average hours worked weekly by part-time Employees for the past six (6) month period
- g. Minority status, if available

**Section 3.2. New Information.** The Employer shall notify the Guild monthly in writing of the following for bargaining unit Employees:

- a. Any pay increases granted by name of the Employee, individual amount, resulting new

wage/salary, and effective date.

b. Changes in job title, any wage/salary changes by reason thereof, and effective date.

c. Resignations, retirements, deaths and any other revisions in the data listed in Section 3.1, and effective dates.

**Section 3.3. New Employees.** Within one (1) month after the hiring of a new Employee, the Employer shall furnish the Guild in writing with the data specified in Section 3.1, for each new Employee.

**Section 3.4. Information Requests.** The Guild and The Tribune may request, in writing, certain information as part of any valid and relevant inquiry of a perceived Agreement violation consistent with the parties' obligations under the National Labor Relations Act.

**Section 3.5. Information Concerning Contract (Freelance) Work.** The Employer shall provide the Guild with an annual report showing the amounts paid per month for contract (freelance) work. The report shall identify the number of individuals performing the work, the general area in which the work is performed (e.g., sports, photo, etc.), and the monthly amounts paid.

**Section 3.6. Employee Information Access.** Current Employees may review and request a copy of specific information contained in their Employee file provided they do so in the presence of a Human Resources representative. Employees who believe the information in their file is not accurate, timely or complete may file a statement to be attached to the related document in their file explaining why they believe the record is not correct. An Employee shall receive a copy of any performance evaluation or disciplinary documents that will be placed in their personnel file.

## **ARTICLE 4. HIRING**

**Section 4.1. Equal Employment Statement.** The Tribune's mission is to serve Utahns. To best do so, The Tribune is committed to recruiting staff that reflects the community we seek to serve. A variety of viewpoints and life experiences allow us to effectively serve Utahns in communities across the state.

**Section 4.2. Postings.** The Tribune shall post open bargaining unit newsroom positions, which set forth the qualifications and requirements of the position, and send them to the Guild within three (3) business days of them being posted.

**Section 4.3. First Consideration.** Internal applicants in the bargaining unit who are qualified will advance to the interview stage for open positions. Applicants shall be notified of the status of their application when a hiring decision is made, and whether a position has been filled. When possible, the hiring manager will provide upon request professional development advice to internal

applicants who are not selected for open positions.

**Section 4.4. Applicant Competency.** The Tribune retains the right to judge the competency, qualifications and abilities of applicants and shall determine and select the best qualified candidate.

**Section 4.5. Unit Status.** No Employee shall be obligated to accept a promotion or transfer outside the bargaining unit except by mutual agreement between the individual Employee and The Tribune.

**Section 4.6. Involuntary Transfers.** Except by mutual agreement between an individual Employee and The Tribune, Employees may not be transferred where such transfer would require the Employee to permanently relocate their residence. In the event that the only option is transfer or layoff, the parties will be subject to the Reduction In Force and Severance provisions of this Agreement.

**Section 4.6.1.** No Employee shall be transferred to be based out of a location, or regularly cover, a location more than thirty-five (35) miles from the base coverage city as established in an offer letter without their consent. It is understood that the prior sentence relates only to the relocation of an Employee's normal work location and does not apply to assignments requiring Employees to work more than thirty-five (35) miles from the Employer's business offices for individual assignments or brief periods of time, amounting to no longer than thirty-five (35) consecutive working days, with their consent.

**Section 4.6.2.** If the work of the Employee being transferred is being discontinued, the Employer shall discuss with the Employee other available positions, if any, that the Employee is qualified to fill. If a new position cannot be agreed upon and the employee refuses the transfer, the Employer may lay off the employee, subject to the severance terms set forth in this Agreement. For any Employee who consents to such transfer, The Tribune shall pay a moving stipend as described in Section 4.13 consistent with what new hires are being offered at the time of the transfer if relocation is necessary.

**Section 4.7 No Forced Relocation.** Employees who were hired with the understanding that they would be working and/or living more than thirty-five (35) miles from the Employer's business offices, or were granted such understanding after employment began, shall not be compelled to relocate to within thirty-five (35) miles from the Employer's business offices.

**Section 4.8. Changing Beats.** Employees are assigned work as required to respond to news, meet audience needs, or due to scheduling or availability constraints of other Employees. If the Employer wishes to significantly and permanently reassign the assigned role of an Employee, The Tribune must provide fourteen (14) days' notice to the Employee and if the Employee disagrees with the reassignment, the opportunity to bargain over the changes with the Guild. All beat changes must be made in accordance with Sections 4.6 and 4.7. If the parties cannot reach agreement on

reassignment within twenty-one (21) days after notice to the Employee, The Tribune is permitted to implement a reassignment consistent with its most recent proposal, which must be made in good faith in collaboration with the Employee, with consideration given to the Employee's preference and skillset. If any Employee's role is changed in this way, they will receive credit in the merit allocation process for progress toward existing goals for the period of time they worked in their previous assignment. New merit goals may then be set for the new assignment, in accordance with the process outlined in Article 13. If they are not met the reassigned Employee may receive full merit for the time period in the new role, through the end of the evaluation period. The Employee will also be given the opportunity to propose a beat reassignment during the evaluation process in Article 6.

**Section 4.9. New Employee Grant Funding Terminated.** A bargaining unit Employee who is hired to fill a position created exclusively by virtue of third-party funding may (a) be assigned to another beat without regard to Section 4.6 above or (b) terminated at the end of such funding. At the time of hire such Employees shall be made aware of the potential temporary status of their position. If The Tribune chooses not to retain said Employee, the Employee would be subject to the provisions of Article 10 of this Agreement, titled Severance. No current Employees at time of ratification are subject to this paragraph.

**Section 4.10 Existing Employee Grant Funding Terminated.** If a pre-existing bargaining unit Employee has third-party funding applied toward their role and that funding is terminated, that Employee retains employment and may be assigned to another beat without regard to the provisions of Section 4.6.

**Section 4.11. Breaks in Service.** Bargaining unit Employees who have received permission from The Tribune for (a) service breaks, or (b) a third-party fellowship, or whose employment is terminated voluntarily or involuntarily and rehired within twelve (12) months, shall retain their seniority and experience credit for the purposes of placement on the applicable salary minimum wage scale.

**Section 4.12. Probationary Period.** A new Employee hired shall have a probationary period of ninety (90) days, which can be extended by mutual agreement of the Employer and the Guild. The discharge or discipline of an Employee during the probationary period shall not be subject to the provisions of Article 8 of this Agreement, titled Grievance and Arbitration.

**Section 4.13. Moving Expenses.** The Employer may pay relocation cost reimbursement, as defined by the United States Internal Revenue Service (IRS) at the time of this agreement, equal to amounts of newly hired Employees up to, but not greater than \$5,000. For transferred Employees as described in 4.6, the employer will reimburse fully all household moving expenses of the Employee and Employee's family.



## **ARTICLE 5. SENIORITY**

**Section 5.1. Seniority.** Seniority for all purposes of this Agreement means length of continuous employment with The Tribune. Employment shall be deemed continuous unless interrupted by (a) dismissal for just cause; or (b) resignation; or (c) refusal to accept a rehire offer; or (d) retirement; provided that any Employee with a break in service of fewer than twelve (12) months shall have their seniority restored. As of the effective date of this Agreement, Employees shall receive individual seniority credit for prior continuous service under previous ownership, as agreed between The Tribune and the Guild and memorialized in this Agreement. If needed, the tie breaker for Employees with the same seniority will be the month and day of the Employees' birthdays, with the Employee whose birthday occurs earlier in the calendar year being the more senior (e.g., upon application of the tiebreaker, an Employee born on February 10 shall be senior to an employee born on June 15).

## **ARTICLE 6. EVALUATIONS**

**Section 6.1. Annual Evaluations.** On an annual basis, an Employee shall receive a performance evaluation for the preceding twelve (12) month period. Annual reviews shall be conducted by department on a schedule to be determined by The Tribune. Reviews for all Employees within a department shall be completed within ninety (90) days of commencement of the departmental review period. An Employee will be given the opportunity to read and comment upon formal performance evaluations prior to the placement of such in their personnel files. A copy of such material shall be available to the Employee at the time such documents are issued. The Employee may indicate any agreement or disagreement on the evaluation form and attach comments regarding such agreement or disagreement to the evaluation form, which may change in format and platform.

**Section 6.2. Areas for Improvement and Use of Evaluations.** Any area indicated as needing improvement in the evaluation form will be re-discussed with the concerned Employee, within six (6) months after the issuance of the evaluation. Employees who receive a "needs improvement" rating in an area shall have received a notice of the Employee's deficiencies as they arise, including information about how to correct such deficiencies, prior to receiving such overall evaluation. The Employee shall sign and date such notice only as proof of receipt. The evaluation form is to be utilized to document the Employee's general level of performance during the evaluation period and to provide notice to the Employee of areas in which improvement is indicated. It is not the intent that performance evaluations are to be used for disciplinary purposes.

**Section 6.3. Management Evaluations.** Through the Guild-Management Meetings, bargaining unit Employees may provide a written evaluation of the manager that the Employees are

supervised by. The evaluation may cover the work areas including alignment with The Tribune's strategic goals, leadership and supervision, communications, work plan management and commitment to a quality and equitable workplace culture.

## **ARTICLE 7.**

### **JUST CAUSE, PROGRESSIVE DISCIPLINE, DISCHARGE**

**Section 7.1. Just Cause.** There shall be no discipline or dismissal except for just cause. Decisions concerning reduction in force or layoff shall not be subject to this Article but the effects shall be subject to Articles 9 and 10 of this Agreement.

**Section 7.2. Notification.** The Guild and the Employee shall be notified in writing of the reasons for any discipline or dismissal.

**Section 7.3. No Discrimination.** In accordance with applicable law, there shall be no discrimination against any Employee by the Employer or the Guild with respect to any term and condition of employment, including but not limited to the continuation of employment, because of their membership or non-membership in the Guild or because of age, sex, race, ethnicity, color, creed, national origin, sexual orientation, gender identity, gender expression, religion, marital or parental status, physical and mental disabilities, or other legal protected status or classification.

**Section 7.4. Progressive Discipline.** In determining whether to discipline and the level of discipline, the Employer may consider the severity of the conduct, the frequency of the conduct, the length of time between instances of the conduct, the Employee's prior disciplinary record, the Employee's length of employment, and any other relevant circumstances and information, including any mitigating factors relating to the underlying event. The Guild and the Employer agree to adopt a program of progressive discipline and the following sequence of discipline shall generally be followed:

- a. Verbal warning.
- b. Written warning.
- c. Suspension without pay, and/or final written warning.
- d. Discharge.

The Employer reserves the right to invoke any step in the progressive disciplinary sequence at any time, including summary discharge without prior warning for gross misconduct. Except as otherwise provided in this Agreement, the Guild may grieve any discipline or discharge, as provided for in the Grievance Procedure. For any step prior to termination, Management may utilize any disciplinary step more than once.

**Section 7.5. Notice to the Guild.** The Guild will be notified in writing of any disciplinary steps

beyond a verbal warning, including any written warning, final written warning, suspension or discharge, at the time of the discipline or as soon thereafter as is practicable.

**Section 7.6. Representation Rights.** Employees shall have the right but must request that a union representative or representatives be present at any discussion with the Employer or their authorized representative in investigative or disciplinary meetings, other than the administration of verbal warnings. Employees may request union representation outside of these topics if they reasonably believe it could lead to discipline. An Employee shall be given reasonable advance notice when such discussion is scheduled and the Employee shall be informed of the nature of the complaint against them. If a request for Guild representation is made, the discussion shall not proceed until the Employee is given a reasonable opportunity to have Guild representation present.

**Section 7.7. Use of Discipline.** A discipline shall not be considered for any employment purpose after eighteen (18) months from the completion of the discipline.

**Section 7.8. Page Views and Quotas.** The tracking of byline counts, pageviews, and other engagement metrics (“Quantitative Engagement Metrics”) with regards to produced content may be used to identify potential qualitative issues but shall not be used for discipline or discharge. If a qualitative issue is identified, the Employee shall be notified and provided adequate coaching and a reasonable amount of time to rectify the issue. If the issue is not rectified, the Employee may be disciplined or discharged in conjunction with and as provided in Article 7, Section 7.4. The Employer may set goals with regards to Quantitative Engagement Metrics to be utilized for meritorious purposes and internal planning.

## **ARTICLE 8. GRIEVANCE AND ARBITRATION**

**Section 8.1. Grievance Committee.** 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. Content decisions are not subject to the grievance and arbitration provisions of this Agreement.

**Section 8.2. Filing a Grievance.** A grievance of discipline or discharge shall be initiated within fourteen (14) calendar days of receipt of the notice of discipline or discharge. Any other grievance shall be initiated within thirty (30) calendar days after the Employee or the Guild knew, or by reasonable diligence should have known, the facts giving rise to the dispute. A grievance must be initiated in a writing delivered to The Tribune.

**Section 8.3. Meeting Scheduling.** A grievance meeting shall be held as promptly as possible after the Employer receives the written grievance but, in any case, within seven (7) calendar days thereafter. A grievance committee of not more than two (2) bargaining unit Employees designated by the Guild shall meet with two representatives of the Employer and shall discuss the grievance.

The Guild may substitute a TNG-CWA local or national representative for up to one (1) grievance committee member. In addition to the two representatives, the Guild may have one (1) grievant attend. The parties may mutually agree to attendance by more than one grievant.

**Section 8.4. Dispute Resolution.** If the parties resolve the dispute, the resolution shall be promptly put in 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 refer the dispute to the resolution step.

**Section 8.5. Resolution Steps.** If the resolution step is not requested, 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.

If the resolution step is requested, a meeting shall take place no later than 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. For the resolution step, each party shall appoint two (2) 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).

**Section 8.6. Arbitration.** In the event the procedure in Sections 8.1 to 8.5 above does not resolve the grievance, the Guild may submit the matter to arbitration. To be timely, a demand for arbitration must be served within fourteen (14) calendar days after the last step taken as provided above is completed.

**Section 8.7. Settlement Discussions.** At any time prior to or after a grievance is submitted to arbitration, by mutual agreement, the Employer and the Guild may hold settlement discussions in an attempt to resolve the grievance prior to arbitration hearing.

**Section 8.8. Failure to Submit Arbitration.** In the event that the dispute is not submitted to arbitration, or is not timely submitted to arbitration, the matter shall be deemed closed.

**Section 8.9. Unsatisfactory Arbitrator.** 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 (7) 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, with the Guild striking first.

**Section 8.10. Arbitration Hearings.** After an arbitrator is selected, the arbitration hearing shall

be held promptly. Each party shall bear its own expenses for 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.

**Section 8.11. Decision Limitations.** The arbitrator shall limit their 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.

**Section 8.12. Arbitration Awards.** 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.

**Section 8.13. Time Limits.** The time limits contained in this Article are of the essence, but the Parties may mutually agree in writing to extend such time limitations.

**Section 8.14. Arbitration Scheduling.** Time spent in grievance and arbitration during scheduled work time will be paid by the Employer.

## **ARTICLE 9. REDUCTION IN FORCE**

**Section 9.1. Voluntary Separation.** Upon notification to the Guild, The Tribune may offer voluntary separation programs from time to time to reduce or eliminate the need for involuntary layoffs, so long as the terms of such separation are equal to or exceed the enhanced severance described in Section 10.3. It shall be in the discretion of The Tribune whether or not to offer any purely voluntary separation program before proceeding with layoff notice as described below.

**Section 9.2. Layoff Notice.** In the event The Tribune determines it is necessary to make dismissals to reduce the force, as distinguished from a dismissal for cause, it shall notify the Guild no less than thirty (30) days in advance of the anticipated date of any such dismissals. Layoffs shall be conducted as defined below. Notice shall specify the job, number of Employees involved, the Employees scheduled to be laid off. Employees scheduled to be laid off shall be provided individual notice of projected dismissal.

**Section 9.3. Layoff Considerations.** Dismissals to reduce the force, as distinguished from

dismissals for just cause, may be made in accordance with several factors, including, but not limited to, competency of Employee, Company needs and seniority.

**Section 9.4 Seniority.** Full-time company seniority shall be given serious consideration in determining the Employee, or Employees, within a job title to be discharged in a reduction of force for economic reasons.

**Section 9.4.1.** The Tribune shall be allowed to put on a protect list up to two (2) Employees in any affected work group. Those Employees on the protect list may be excluded by The Tribune from any layoff regardless of their seniority. Employees on a protect list may vary from layoff to layoff.

**Section 9.5 Post-notification Procedures.** There shall be no dismissals for a period of thirty (30) days following notification required in Section 9.2 or affected Employees shall receive two (2) weeks' pay in lieu of notice and in addition to any severance pay owed. During the two-week period The Tribune shall accept applications for voluntary resignations or retirements from Employees in the job titles involved. If the Employer accepts a voluntary resignation, such Employee will be paid the amount of severance pay provided in Article 10, Severance. The Employer may choose to accept a volunteer from a separate position at the Employer's sole discretion. The number of Employees to be dismissed shall be reduced by the number of resignations and retirements, except when the Employee scheduled to be laid off still desires to leave.

**Section 9.6. Open Positions.** An Employee subject to layoff shall be given preference for any open position for which the Employee applies, provided that the employee is qualified based on the job posting requirements. The Tribune shall have sole discretion to determine if the Employee meets the qualifications for the position.

## **ARTICLE 10. SEVERANCE**

**Section 10.1. Eligibility for Severance.** Bargaining unit Employees shall be eligible for severance pay in accordance with the terms of this Article.

**Section 10.2. Regular Severance.** In the event of dismissal of an Employee, except for just cause, the Employee shall receive severance pay in the amount of three (3) weeks of pay for the first year, plus 1.2 weeks of pay for each subsequent year of service. For Employees in the probationary period, this section applies only to those who lose their jobs in a Reduction in Force.

**Section 10.2.1.** For those receiving regular severance, individual bargaining unit Employees do not have the right to grieve and arbitrate the layoff itself, but the Guild reserves its right to grieve and arbitrate violations of Article 9, and the right to seek a reinstatement remedy.

Should a reinstatement remedy be ordered, any make-whole award shall be offset by severance received to date. Under these circumstances, a reinstated Employee does not waive future eligibility for full contractual severance under this Article in a new layoff notice. This reservation shall not extend to bargaining unit Employees receiving enhanced severance.

**Section 10.3. Enhanced Severance.** Under the following circumstances an Employee shall be entitled to enhanced severance in the amount of three (3) weeks of pay for the first year, plus one and a half (1.5) weeks of pay for each subsequent year of service, or fraction thereof. Enhanced Severance will be paid in the following cases:

- a. if the Employee volunteers and is accepted for layoff under Article 9, Section 9.5;
- b. by mutual agreement between The Tribune and the Guild, where the Employee is eligible for but declines to exercise a displacement option under Article 4, Section 4.6;
- c. the Employee is laid off on the basis of the exemption of a demonstrably qualitatively lower-performing Employee.
- d. the Employee has volunteered for layoff under Article 9, Section 9.5 and had their offer declined by the employer, and the Employee is subsequently designated for involuntary layoff within a period of twelve (12) months; or
- e. the Employee has been displaced due to the automation of work processes or other introduction of new equipment or technology.

**Section 10.4. Severance Pay Cap.** Severance pay shall be capped at twenty-eight (28) weeks of pay for all eligible Employees.

**Section 10.5. Severance Pay Acceleration.** Severance pay shall be paid on the regular payroll cycle but may be accelerated at the request of the Employee and with the written agreement of The Tribune, provided that the Employee shall not be eligible for continuation of medical insurance benefits as described in Section 10.7 beyond the month in which full payment is completed.

**Section 10.6. Calculation of Severance.** Length of continuous service shall be determined in accordance with Article 5 of this Agreement. Severance pay shall be computed at the last weekly rate of compensation received by the Employee during service with The Tribune.

**Section 10.7. Insurance During Severance Payout.** For eligible Employees enrolled in coverage at the time of layoff, medical insurance shall be paid by the employer for three (3) months, *not* including the month the Employee is terminated, and then the Employee may move to COBRA.

## **ARTICLE 11.**

### **NO DISCRIMINATION**

**Section 11.1. Equal Employment.** The Tribune and the Guild believe strongly in equal employment opportunities for everyone. Employment at The Tribune is based on personal ability and qualifications, without discrimination because of race, color, religion and creed, gender, national origin, ancestry, citizenship status, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender identity or expression, age, sexual orientation, physical or mental disability, protected medical condition, marital status, military status, veteran status, genetic information or any applicable legally-protected characteristic in the jurisdictions in which the Tribune operates. This provision of non-discrimination and equal-employment opportunity applies to recruitment, hiring, training, promotion, compensation, benefits, discipline, termination, and all terms/conditions of employment. The Tribune shall comply with all applicable state and federal laws regarding employment discrimination.

**Section 11.2. Recruiting Advisory Committee.** The Tribune and the Guild will form a joint committee, which shall meet quarterly to discuss recruitment and recruitment efforts to address issues affecting the newsroom. There shall be up to two (2) non-bargaining unit representatives, two (2) Guild representatives and a representative from human resources. The Joint Recruiting Advisory Committee (JRAC) shall review available statistics on the newsroom workforce and the hiring process, including both initial applications and interviews conducted. The JRAC may make recommendations to management regarding recruitment, hiring, and retention of applicants and Employees calculated to offer a variety of viewpoints and life experiences that allow us to effectively serve Utahns in communities across the state as provided in Article 4. The Guild may make reports to the membership regarding progress in recruitment, hiring, and retention, including available statistics reviewed by the JRAC. The recommendations made by the JRAC and its discussions shall not be subject to the grievance and arbitration provisions of Article 8.

**Section 11.3. EEO Policy.** The Tribune's Non-Discrimination and Equal Employment Opportunity and Harassment Free Policy is attached as Appendix B. These policies may be modified from time to time for legal compliance, but shall not be modified to provide a lower level of protection to bargaining unit members. The standards of just cause as set forth in Article 7 shall apply to any discipline or dismissals under these policies.

## **ARTICLE 12.**

### **HOURS OF WORK**

**Section 12.1. Employee Classification.** There are both hourly and salaried Employees included in the bargaining unit. Any issues relating to hourly versus salaried classification may be submitted to grievance and arbitration consistent with Article 8.

**Section 12.2. Work Assignments.** Tribune management may make or modify Employee work



assignments for operational and editorial reasons.

**Section 12.3. General Work Schedules.** Subject to this Section, The Tribune shall have discretion to schedule staff in the most operationally efficient manner, provided that when two (2) or more Employees indicate a preference for the same regular schedule or shift(s), and in the determination of The Tribune the Employees are equally capable of meeting its operational needs, the preference of the Employee(s) with more seniority in accordance with the terms of Article 5 shall be the determining factor in making up the schedule. This provision may not apply to holidays and vacations.

**Section 12.4 Regular Schedules.** Within seventy-five (75) days of the ratification of this Agreement, The Tribune shall establish regular work schedules for Employees who cover specific shifts (for example, Audience, Photo, Production, Marketing, et al.) in accordance with the below Scheduling Guidelines. Employees who prefer or require a non-regular schedule due to the nature of their beats (e.g., Sports, Politics) shall follow the guidelines in Section 12.6. Such schedules may consist of both weekday and weekend shifts, as well as both day and night shifts, in any combination, subject to production needs, which shall specify regular starting times and regular weekly days off.

**Section 12.5. Scheduling Guidelines.** The following guidelines shall apply when establishing regular schedules:

**Section 12.5.1.** The regular workweek shall consist of forty (40) hours (exclusive of meal break/lunch time) in a regular five (5) day workweek. The regular work day shall consist of not more than eight (8) hours. Work in excess of these hours may be required of any Employee.

**Section 12.5.2.** Days off shall be consecutive, unless The Tribune and the Employee agree to otherwise.

**Section 12.5.3.** An Employee's regular work days shall not be scheduled during two (2) consecutive workweeks so as to require the Employee to work more than five (5) consecutive days at the straight time rate unless there is no reasonable alternative. However, when no reasonable alternative is available, and an employee would have to work more than five (5) days, the Employee shall be asked by Tribune management in advance if they would prefer non-consecutive days off during this period, and if so requested, the Employee shall be accommodated where reasonably practicable.

**Section 12.5.4.** Except at the request of the affected Employee(s), The Tribune shall not schedule an Employee's regular work shifts so that there is less than ten (10) hours between the end of one shift and the start of the next.

**Section 12.5.5.** Notification of schedule changes shall be provided two (2) weeks in advance of the workweek to which the modified schedule applies, including direct notice to the

affected Employee via email or other written form.

**Section 12.6. Scheduling Exceptions.** Notwithstanding the above, The Tribune and an individual Employee may mutually agree to a modified schedule based on a different combination of days and hours, as well as non-consecutive days off. An Employee working a permanently modified schedule who no longer wishes to do so may request removal from the modified schedule, and so long as there is coverage and minimal impact to the work schedules of other Employees, the work group and management will work in good faith to do so. An Employee working a modified schedule that is temporary in nature, who requests removal from the modified schedule, shall be shifted to a regular schedule no later than two (2) full workweeks after the week the request was made, or as soon as practicable.

**Section 12.6.1.** With mutual agreement between The Tribune and the Guild, The Tribune may deviate from the Scheduling Guidelines, including maintaining the department's current scheduling practices. Such deviations shall be confirmed in writing. In the event of a need to extensively rebalance schedules (e.g., due to significant turnover in departmental staffing), representatives of The Tribune and the Guild shall meet and confer regarding the implementation of such scheduling changes.

**Section 12.6.2.** In the event there is a need to assign occasional night or weekend shifts by rotation to Employees regularly working a schedule comprised wholly of weekday day shifts, or to assign extra night or weekend shifts to Employees regularly working a mixed schedule, The Tribune shall accept the offer of qualified volunteers to work such shifts before assigning them involuntarily.

**Section 12.7. Schedule Changes.** Schedules may be changed with less than two (2) weeks' notice in the event of a change made necessary due to a major news or operational emergency, or due to the need to implement, modify, or upgrade The Tribune's systems in a timely manner, or to cover the sickness or unscheduled departure of an Employee.

**Section 12.8. On-Call.** Effective the first full pay period following ratification of this Agreement, Employees that have a set schedule and are placed on-call shall be paid at a rate of seven dollars and fifty cents (\$7.50) per hour or no less than Utah state minimum wage for such time on-call, whichever is greater. An Employee shall only be on-call where designated by a manager and shall be required to respond. If called back or called in, Employees shall receive either overtime pay or comp time off for hours worked, commencing immediately upon initiation of the call back or call in. On call time, where unrestricted by law, shall not count towards hours worked. Leaving a mailing address, electronic mail address, or telephone number with The Tribune when the Employee's freedom is not unreasonably interfered with and the Employee is not required to respond shall not be deemed a day on call. The offer of qualified volunteers to work on-call shifts shall be accepted before any on-call shift is assigned involuntarily.

**Section 12.9. Travel Time.** Travel time to the assignment minus ordinary commute time shall be considered time worked by the Employee, except in the event of a call in or call back as described

in Section 12.7 above, under which work time shall commence upon initiation of the call back or call in.

**Section 12.10. Rest Breaks.** Employees who work at least three-and-a-half (3.5) hours in a workday are authorized and permitted, but not required, to take a paid, 10-consecutive minute, duty free, rest break for each four (4) hours worked, or major fraction thereof. The number of rest breaks are as follows:

- a. Employees who work less than three-and-a-half (3.5) hours in a workday are not entitled to a rest break.
- b. Employees who work three-and-a-half (3.5) hours up to six (6) hours in a workday are authorized and permitted to take one (1) ten-minute (10) paid rest break.
- c. Employees who work more than six (6) hours up to ten (10) hours in a workday are authorized and permitted to take two (2) ten-minute (10) paid rest breaks.
- d. Employees who work more than ten (10) hours up to fourteen (14) hours are authorized and permitted to take three (3) ten-minute (10) paid rest breaks.
- e. Employees who work more than fourteen (14) hours in a workday are authorized and permitted to take additional paid rest breaks as required by law.

Rest breaks shall be authorized and permitted in the middle of each work period.

**Section 12.11. Meal Periods.** An Employee who works more than five (5) hours in a workday is provided a minimum 30-minute unpaid, duty-free, meal period. An Employee who works more than ten (10) hours in a workday is provided a second 30-minute unpaid, duty-free, meal period. The Employee must take the second meal period within the first ten (10) hours. An Employee who works more than fifteen (15) hours in a workday is provided additional meal periods in accordance with applicable law.

An Employee who does not work more than six (6) hours in the workday may voluntarily waive the first meal period by mutual written consent of The Tribune and the Employee.

An Employee who does not work more than twelve (12) hours in the workday may voluntarily waive the second meal period by mutual written consent of The Tribune and the employee, if the first meal period was taken.

Employees should not perform work during breaks or meal periods, combine their meal periods and rest breaks, take meal periods at the beginning or end of the work day, or work through their meal periods to make up for an absence or tardiness. Employees are permitted to leave the premises during rest breaks and unpaid meal periods.

Meal periods may be voluntarily waived.

**Section 12.12. Voting time.** An Employee may leave work early or arrive late to vote in government elections.

**Section 12.13. Remote Work.** Employees may fulfill their employment duties from outside of the office three (3) days a week. On a minimum of two (2) days per week, Employees may be expected to come into the office for a total of eight (8) hours per week unless otherwise approved by their manager. Expectations for in-office work may be adjusted to accommodate for time off and work schedules (assignments, legislature, PTO, sick leave, comp time, etc.). This provision applies to Employees who live within thirty-five (35) miles from The Tribune offices.

## **ARTICLE 13.**

### **MINIMUM PAY SCHEDULES**

**Section 13.1. Minimum Rates.** Employees employed in the classifications covered by this Agreement shall not be paid less than the rates, annual or hourly, as set forth below. The parties acknowledge that the pay minimums established in this Article shall not abridge any individual Employee from negotiating individual pay increases higher than said minimums. This Section 13.1 applies to all types of compensation for the performance of services by an employee for the Employer.

**Section 13.2. Salt Lake Tribune Employee Wages.** All Employees will receive a three (3%) Cost of Living Adjustment (“COLA”) increase in year 1 of this Agreement, with the year 1 increase implemented and instituted within fourteen (14) days of this Agreement being ratified by both parties. All employees will receive a two percent (2%) COLA increase in year 2 of this Agreement, on the first anniversary of the year 1 COLA.

In year 1 of this Agreement, every Employee is then brought up to a minimum salary of \$60,000 within fourteen (14) days of this Agreement being ratified by both parties. Those with more than ten (10) years of service as defined in Article 5 will be brought up to a minimum salary of \$68,000 within fourteen (14) days of this Agreement being ratified by both parties. Those with more than fifteen (15) years of service as defined in Article 5 will be brought up to a minimum salary of \$73,000 within fourteen (14) days of this Agreement being ratified by both parties.

All Employees may receive up to a 2% merit increase in year 1 and up to 3% in year 2 of this Agreement during the annual evaluation cycle. Half of any merit increases in year 1 and  $\frac{2}{3}$  of merit in year 2 as provided for herein shall be based on whether the Employee achieves quantifiable goals mutually agreed upon during their evaluation. The goals must be agreed upon as achievable within the time frame of the Agreement. The balance of any merit increase above shall be awarded by Tribune management based upon its assessment of the Employee’s performance with regards to parts of their job duties outside of the quantitative goals identified above and which determine the first half of any merit increase.

If a goal changes due to circumstances beyond the Employee’s control, the Employee and their manager will meet and redefine goals.

Additionally, a one-time \$1,000 bonus will be paid to current and bargaining unit eligible Employees within fourteen (14) days of ratification of this Agreement subject to all legally required tax and other withholdings.

The COLA provision in Section 13.2 applies to bargaining unit Employees who have been with The Tribune for at least one (1) year upon ratification of this Agreement.

If there is disagreement with respect to one (1) of three (3) goals, an Employee may appeal in writing to their immediate supervisor within five (5) working days of a goal-setting discussion. The decision of the supervisor to adjust or maintain assigned goals must be made within three (3) working days, unless extended by mutual consent. If the Employee still disagrees, they may appeal in writing to the Managing Editor, who shall consider whether the proposed goals are in alignment with business objectives. The Managing Editor shall hold a meeting to discuss the issue within five (5) working days of receipt, unless extended by mutual consent. The Employee may have a Guild representative present during meetings about their appeal process. If a compromise is not reached in conjunction with the meeting with the Managing Editor, the Employee and manager shall meet in the middle, splitting the difference between what the Employee believes is reasonable and what the manager believes is reasonable.

If there is disagreement on two (2) of three (3) goals, with respect to the achievable nature of the goals, the Employee may select the goal they wish to meet in the middle. The specifics of the second goal will be adjudicated by the Executive Editor. Employees may not move through this process for all three (3) goals.

**Section 13.3. Operating Net Revenue Share.** In addition to benefits outlined in 13.2, union Employees are also eligible to share in Operating Net Revenues that exceed performance to goal. For 2025, the Operating net revenue share will take effect if and when The Tribune realizes \$400,000 in Operating Net revenues above budget. All but executive level employees will be eligible to share in 50% of the \$400,000, based on their salary and as a percentage of total salaries eligible. This earning potential may exceed \$400,000, up to \$800,000. Any Operating Net Revenue generated that exceeds \$400,000 of budgeted Operating Net revenue and up to \$800,000 shall be awarded to employees at a sixty percent (60%) share. Within fourteen (14) days of the 2026 budget being approved, the Guild will receive said budget, which includes 2026 aggregate revenue, expense and net revenue figures. The share for Employees that join mid-year will be prorated. Employees who leave voluntarily, are terminated or who receive severance are not eligible.

**Section 13.4. Moab Times-Independent.** Every Moab Times-Independent Employee is brought to a minimum salary of \$54,000 within fourteen (14) days of this Agreement being signed by both parties. Those with more than ten (10) years of service as defined in Article 5 will be brought to a minimum salary of \$61,000 within fourteen (14) days of this Agreement being signed by both parties. Those with more than fifteen (15) years of service as defined in Article 5 will be brought to a minimum salary of \$66,000 within fourteen (14) days of this Agreement being signed by both

parties. Every other provision of 13.2 applies, in the order it is delineated.

**Section 13.5. Additional Incentives.** In addition to wages, subject to mutual agreement between The Tribune and the Guild, The Tribune may from time-to-time establish, modify, discontinue and re-establish incentive programs not otherwise addressed in this Agreement for the purpose of improving quality, reducing waste, increasing efficiency, and other reasons related to the operation of The Tribune.

**Section 13.6. Effect of Putting Agreement into Effect.** There shall be no reductions in hourly rates or salaries paid to current Employees solely as a result of putting this Agreement into effect.

**Section 13.7. Payment of Wages.** Wages shall be paid weekly or bi-weekly, unless otherwise mutually agreed to by the Employer and the Guild.

**Section 13.8. Payday and Pay Period Scheduling Changes.** The Employer in its sole discretion may change paydays and pay periods, provided that Employees shall have the same paydays and pay periods as Employer's non-union employees. Before implementing any such change, the Employer will notify the Guild at least fourteen (14) days prior to the change and, upon request, meet to discuss the same.

**Section 13.9. Direct Deposit.** The Employer shall offer to pay wages and salary via direct deposit.

**Section 13.10. Pay above Minimums/Discretionary Pay.** The Employer, in its sole discretion, may start an Employee hired or transferred into the bargaining unit at rates above the minimums set forth in Article 13.

**Section 13.11. Raises.** In its sole discretion, the Employer may at any time, including after the Agreement has expired and/or during negotiations, provide raises or bonuses in excess of those required by this Agreement.

## **ARTICLE 14. OVERTIME**

**Section 14.1. Premium Wage Rate.** Effective the first full pay period after ratification of this Agreement, the premium wage rate for hourly Employees is defined as one and one-half (1.5) times the regular rate of pay.

**Section 14.2 Comp Time.** For salaried overtime exempt Employees who work in excess of forty (40) hours per week or eighty (80) hours per pay period, the Employee will receive "comp time," defined as 1.25 hours of compensating time off for each hour worked in excess of the limit. Comp time will be tracked by Tribune Employees in The Tribune's online payroll system and managers will check it monthly via a reminder from HR. The manager and Employee will ensure comp time

is used within one hundred eighty (180) calendar days. If, in the unlikely event it is not used after one hundred eighty (180) calendar days, then the comp time will be paid out at fifty percent (50%) value. The employer will work in good faith with Employees to allow them to use their comp time within the 180-day window.

**Section 14.3. Seven Consecutive Days of Work.** If an Employee works seven (7) consecutive days, the seventh consecutive day of work shall be paid at the premium wage rate.

**Section 14.4. Authorization.** All overtime, premium pay and comp time for Employees shall be authorized in advance. In rare and exceptionally newsworthy circumstances, Employees may forgo pre-authorization for comp time not overtime or premium pay. Requests for premium pay or additional hours of paid time off as provided in Article 16 should be the subject of a discussion between an individual Employee and the employee's manager and must be approved by the manager and documented in writing.

**Section 14.5. Hours Worked.** For the purpose of this Section, hours worked shall not include meal breaks, paid sick leave, paid vacation or other paid time off, and holidays paid but not worked, or any benefit, such as paid jury or bereavement leave, which provides pay in lieu of working time.

## **ARTICLE 15. HOLIDAYS AND HOLIDAY PAY**

**Section 15.1. Designated Holidays.** All Employees shall be granted nine and a half (9.5) paid holidays in addition to two (2) personal days each year as provided in the list below.

- a. New Year's Day (January 1)
- b. Martin Luther King Jr. Day
- c. Memorial Day
- d. Juneteenth
- e. Independence Day (July 4)
- f. Pioneer Day
- g. Labor Day
- h. Thanksgiving Day
- i. Christmas Eve (half-day)
- j. Christmas Day (December 25)
- k. Two (2) personal days (per calendar year)

**Section 15.2. Holiday Effect.** For those Employees scheduled to work Monday through Friday, if the holiday falls on a Saturday, the designated paid day off for most Employees shall be the Friday before the holiday. If the holiday falls on a Sunday, the designated paid day off for most Employees

shall be the Monday after the holiday. Employees who are assigned or volunteer to work on such designated day off shall be given a floating day off. Employees who volunteer to work on the actual date of a holiday shall be given two (2) floating days off or shall be paid double time for the day. If there are no volunteers, Employees who are assigned to work on the actual date of a holiday shall be given one (1) floating day off or shall be paid one and one half (1.5) times for the day. When a holiday falls on an Employee's scheduled day off, the Employee shall be given a floating holiday off. Floating holidays are to be used during the holiday's pay period. The use of floating holidays must be scheduled with, and approved by the Employee's supervisor.

**Section 15.3. Personal days.** Personal days may be scheduled with and approved by the Employee's supervisor, or taken by the Employee as a need for a day off arises.

**Section 15.4. Religious Holidays.** Instead of any named holiday to which an employee is entitled, the Employee may select any religious holiday of their choice as a paid day off, subject to thirty (30) days' advance notice and upon mutual agreement between the Employee and the Employer. Religious holidays in lieu of the recognized holidays in Section 15.1 shall not be unreasonably denied subject to the operational needs of the Employer.

**Section 15.5. Holiday Pay during Scheduled Vacation.** If a named holiday falls during an Employee's scheduled vacation, the Employee shall receive holiday pay on the holiday and the Employee's accrued vacation bank shall not be reduced for payment received for the holiday.

**Section 15.6. Holiday Pay during Unpaid Leaves.** Employees do not receive holiday pay during unpaid leaves of absence or other periods of inactive service, unless such payment is required by applicable law.

**Section 15.7. Premium Hours.** Holiday pay shall not count toward hours worked for the purpose of determining eligibility for overtime pay.

**Section 15.8. Holiday Assignments.** Before assigning any Employee to work on a named holiday, wherever practicable, the Employer shall first seek to identify volunteers for the assignment and shall accept qualified volunteers before making any involuntary assignment. The Employer shall otherwise schedule coverage by rotation on the basis of the last holiday shift worked. A revised schedule shall be communicated to all Employees indicating those working and not working on any named holiday.

## **ARTICLE 16.**

### **VACATION**

**Section 16.1. Vacation Accrual** For the purpose of calculating the accrual of Vacation, years of service shall be based on continuous employment with the Employer. Full-time employees shall



be eligible for vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days Accrued per Year</u>
0-2 years	15 (120 hours)
3-9 years	20 (160 hours)
10-24 years	25 (200 hours)
25 + years	30 (240 hours)

Accrual rates shall change on the day an Employee celebrates their employment anniversary. By way of example only, an Employee whose third anniversary of employment falls on July 1 shall accrue vacation at the 3-9 year rate effective July 1 of that same calendar year.

**Section 16.2. Availability.** Although vacation hours/days accrue on a pay period basis, vacation hours are available to Employees to use throughout the year, even prior to all vacation hours being deemed accrued.

**Section 16.3. Part-time Vacation Accrual.** Part-time Employees shall accrue vacation on an hourly basis pro-rata with full-time Employees.

**Section 16.4. Accrual exemptions.** Except to the extent otherwise required by law, hours not paid for by the Employer shall not count toward the accrual of vacation, provided further that an Employee off on worker's compensation or leave under the Family and Medical Leave Act ("FMLA") shall continue to accrue vacation.

**Section 16.5. Accrual Rates in Excess of Standard Rates.** Nothing in this Agreement shall prevent the Employer from hiring or transferring an Employee into the bargaining unit at a vacation accrual rate that is greater than the amounts provided above. Similarly, and consistent with the foregoing, nothing in this Agreement shall prevent Employees from bargaining individually for additional vacation on a non-precedential basis.

**Section 16.6. Vacation Rollover.** Unused vacation hours can rollover each year until the accrued hours reach a maximum of two hundred forty (240) hours per thirty (30) days at which point the Employee will stop accruing vacation. Vacation accrual will commence again once the Employee uses enough vacation to drop below the two hundred forty (240) hours per thirty (30) day cap.

**Section 16.7. Termination Pay Out.** Any unused vacation hours are paid out upon termination of employment.

## **ARTICLE 17.**

### **SICK TIME OFF**

**Section 17.1. Sick Leave.** Paid sick leave is provided to eligible Employees to protect Employee's income should they be unable to work due to an illness or injury.

**Section 17.2. Sick Leave Accrual.** Hourly Employees accrue sick time at the rate of one (1) hour per twenty-six (26) hours worked, up to eighty (80) hours per year. Salaried Employees accrue sick time at the rate of one (1) day per twenty-six (26) days worked, for up to eighty (80) hours per year. Sick time rolls over year-to-year and Employees can bank up to two-hundred and forty (240) hours. Upon separation of employment, the employer may deduct an amount equal to any sick time taken that was not yet accrued.

**Section 17.3. Sick Leave Eligibility.** Sick leave may be used for an Employee's personal illness or mental health; to care for a family member, household member, or partner; or medical and dental appointments. If the Employee is on leave under the FMLA, sick leave must be used concurrently with FMLA leave.

**Section 17.4. Sick Leave Pay Out.** Employees are not paid for unused sick leave upon termination of employment.

**Section 17.5. Part-time Sick Leave Accrual.** Part-time Employees accrue sick leave on a prorated basis based on hours worked.

**Section 17.6 Notification.** Short-notice absences can impact our organization's ability to manage assignments effectively. Employees are encouraged to communicate with their manager ASAP if they're not feeling well, regardless of whether they have decided if they are able to work their next scheduled shift.

## **ARTICLE 18.**

### **BENEFITS**

**Section 18.1. Insurance Plans.** As the Employer and broker begin conversations about The Tribune's health benefit plan, representatives from management and a Guild representative shall meet to discuss the impending expiration of the plan and how the parties shall address upcoming plans. From then on, a Guild representative shall be invited to all meetings with insurance brokers and provider networks. The Guild and Employer will work together on selecting health insurance coverage.

**Section 18.1.1.** The Guild will select up to three (3) Employees as representatives and one (1) will join the negotiation and can share information among the designated representatives. Guild Employees will not be privy to any individual employee's confidential health information.

**Section 18.2. Equal Benefit Costs.** For medical, dental, vision and other benefits, bargaining unit Employees shall pay no more than the amounts paid by non-union Employees of The Tribune.

**Section 18.3. Employee Assistance Program.** The Employer will offer an Employee Assistance Program (EAP) to assist with a wide range of problems such as marital and family distress, drug and alcohol abuse, financial problems, and grief. The EAP provides consultation services and referrals to local sources. All Employees and their families are encouraged to use this free program.

Employees who enter an acceptable rehabilitation program shall be given a reasonable opportunity to control the problem or disorder, but it is explicitly understood that submission to treatment alone shall not provide immunity from termination or other appropriate discipline.

**Section 18.4. Emergency Mental Health Services.** In the event of coverage of a traumatic news event or other traumatic work-related event that requires additional mental health services, the Employer at its discretion shall make mental health services available beyond what is available via the EAP.

**Section 18.5. Equal Terms and Conditions.** The intent of this article is that full-time and part-time union represented Employees will participate in benefits under the same terms and conditions as eligible non-represented Employees.

**Section 18.6. Life Insurance, Short- and Long-term Disability.** The Employer provides regular full-time employees with life insurance at no cost, for at least the Employee's annual compensation and up to a maximum amount detailed in the Employee benefits package. The Employer also offers the option to purchase supplemental life insurance.

**Section 18.7. Short- and Long-term Disability Benefits.** The Employer provides regular full-time Employees short- and long-term disability benefits at no cost. Short-term disability pays seventy percent (70%) of an Employee's normal wage, up to \$1,500 per week for up to twelve (12) weeks, of an approved disability leave. Any accrued sick time, which is paid at one-hundred percent (100%) percent of normal wages, must be used prior to commencement of short-term disability leave. If on leave under the FMLA, the short-term disability will run concurrently with FMLA and family leave as provided in Section 20.5. Long-term disability provides up to sixty percent (60%) of an Employee's monthly earnings up to \$6,000.

**Section 18.8. Employee Injuries and Workers' Compensation.** All Employees are covered by Workers' Compensation insurance. Employees must immediately report any work-related accident, injury or illness, no matter how minor, to their supervisor and the Human Resources department.

**ARTICLE 19.**  
**401K PLAN AND RETIREMENT PLANS**

**Section 19.1. 401(k) Plan.** The Tribune shall provide a 401(k) retirement savings plan for bargaining unit Employees in accordance with the terms of the Summary Plan Document. The plan shall continue to include both a Traditional 401(k) option permitting pre-tax Employee contributions and a Roth 401(k) option permitting post-tax Employee contributions.

**Section 19.2. Eligibility.** Active bargaining unit Employees twenty-one (21) years of age or older shall be eligible for retirement benefits as described in this Article, subject to the eligibility criteria described in Section 19.2.1.

**Section 19.2.1.** Employees shall be eligible to contribute to the 401(k) plan after they complete three full calendar months of employment with The Tribune.

**Section 19.3. Enrollment.** Employees who become eligible for retirement benefits after meeting the eligibility requirements will be automatically enrolled in the Traditional 401(k) plan option at the Automatic Deferral rate of three percent (3%) and provided enrollment information by the carrier. Newly eligible Employees who do not want to be enrolled must contact HR and/or the 401(k) carrier within thirty (30) calendar days of their date of hire or notice from the carrier.

**Section 19.4. Contributions.** Employee contributions may be made either on a pre-tax basis (Traditional plan option) and/or an after-tax basis (Roth plan option). The Tribune shall match Employee contributions as follows:

<b>Employee Contribution</b>	<b>Employer Match</b>
For the first 3% of the Employee's eligible compensation	100% of the eligible Employee's contribution (i.e., \$1.00 match for each \$1.00 contributed by the employee)
>3%-4% of the Employee's eligible compensation	50% of the eligible Employee's contribution (i.e., \$0.50 match for each \$1.00 contributed by the employee)

For example, if an Employee contributes four percent (4%) of their eligible pay, The Tribune will make a total matching contribution equal to three and one half percent (3.5%) of their eligible pay. In no event shall the total matching contribution made by The Tribune exceed three and one half (3.5) percent of an Employee's eligible compensation, except that in the event The Tribune introduces a higher match formula for other Tribune Employees, the same additional match shall apply to bargaining unit Employees. The matching contribution shall be made each pay period.

**Section 19.5. Vesting.** The Tribune will vest its contributions at fifty percent (50%) after one (1) year of employment and at one hundred percent (100%) after two (2) years of employment.

## **ARTICLE 20. LEAVES OF ABSENCE**

**Section 20.1. Discretionary Leave.** The Employer, at its discretion, may grant an Employee a paid or an unpaid leave of absence, such as a fellowship or sabbatical leave, which shall be on a non-precedential basis. The Employer will consider the Employee's written request for a discretionary leave of absence. If it is not granted in writing within fourteen (14) calendar days it shall be deemed denied, though this window of approval may be extended by mutual agreement of the parties.

**Section 20.2. Emergency Leave.** The Employer shall consider requests for leave or paid leave and may grant the same for a period set by the Employer where personal or family emergencies exist, which shall be on a non-precedential basis. With the Employer's approval, Employees may use accrued but unused vacation days and/or personal days for approved emergency leaves.

**Section 20.3. Jury Leave.** Full-time and regular part-time Employees regularly scheduled to work thirty (30) or more hours a week are eligible for paid jury duty leave.

**Section 20.3.1.** An eligible Employee will be allowed time off with pay for responding to a summons for jury duty and, if applicable, serving as a juror. An Employee called for jury duty must return to work the balance of their shift on any day they are excused from jury duty.

**Section 20.3.2.** For eligible Employees, jury duty pay will be calculated based upon the Employee's base pay rate times the number of hours the Employee would otherwise have worked on the day(s) of absence. Employees are not required to sign over to the Employer any court compensation checks they receive for paid jury duty.

**Section 20.3.3.** Schedules may be reasonably changed by the Employer in order to accommodate jury duty. Employees will not be required to work the night before jury duty or on a day when they are a juror, except as provided for in Section 20.3.1.

**Section 20.3.4.** Paid vacation and sick/personal leave will continue to accrue during jury duty leave. Observed Employer-paid holidays will be paid while on jury duty.

**Section 20.3.5.** An Employee impaneled for jury duty who is scheduled to work on one (1) or both weekend days shall not be required to work a total of more than five (5) jury duty and work shifts in a given work week.

**Section 20.4. Bereavement.** If a direct relative (a parent, sibling, child or partner) passes, an Employee shall be exempted from work for up to ten (10) days, either taken consecutively or intermittently. An Employee shall be excused from work for up to five (5) days, either taken consecutively or intermittently, in the event of the death of a significant other or a member of the Employee's familial circle, biological or chosen. Any leave may be extended by mutual agreement and must be taken within six (6) months of the death in question. The Executive Editor, at their discretion, may grant bereavement leave for the death of an individual not covered by the above. Employees are required to notify their manager as soon as possible of their intention to utilize bereavement leave.

**Section 20.5. FMLA Leave.** All leaves of absence provisions of this Agreement shall be applied consistent with the requirements of the FMLA, as those requirements existed prior to January 20, 2025. The parties agree that the Employer may require the following: (a) that an Employee use at the beginning of a FMLA leave all accrued but unused paid time off which the Employee may have before becoming eligible for unpaid FMLA leave. Such time so taken shall be counted towards the twelve (12) weeks of FMLA leave; (b) that an Employee's paid sick leave for a "serious health condition" shall be counted toward the Employee's twelve (12) week entitlement under FMLA. The Employer will utilize a twelve (12) month period measured from the first date an Employee uses FMLA leave to determine whether an Employee is entitled to additional FMLA leave.

**Section 20.6. Parental Leave.** All Employees working for four (4) months are eligible to receive Paid Parental Leave ("PPL") for all full-time and part-time Employees. This policy generally provides for up to ten (10) weeks of PPL for employees who have become parents by birth, adoption, surrogacy, or foster care placement. PPL must be taken within twelve (12) months following the birth of the employee's child, adoption, surrogacy, or foster care placement. PPL runs concurrently with FMLA leave, as applicable.

**Section 20.6.1.** Eligible Employees taking PPL will be paid at their base pay rate. Employees without a base pay rate shall be paid by averaging the most recent twelve (12) weeks' pays. Employees will receive their PPL benefit through regularly scheduled bi-weekly pay dates. Under no circumstances will an Employee receive more than one hundred percent (100%) of pay.

**Section 20.6.2.** PPL may be taken in one-week increments or for ten (10) consecutive weeks within twelve (12) months of the date of the birth, adoption, surrogacy, or foster care placement. Multiple births, adoptions, surrogacies or foster care placements (e.g., the birth of twins or the adoption of siblings) do not increase the 10-week total amount of PPL granted for that event. Employees cannot receive more than ten (10) weeks of PPL granted in a rolling 12-month period regardless of whether more than one (1) birth, adoption, surrogacy, or foster care placement event occurs within the same 12-month time frame.

**Section 20.6.3.** When an Employee gives birth, the ten (10) weeks of PPL can commence

at the conclusion of any Short-Term Disability leave/benefit provided for the Employee's own medical recovery following childbirth.

**Section 20.6.4.** Unused PPL will be forfeited if not taken within the first twelve (12) months following the birth, adoption, surrogacy, or foster care placement and will not be paid out upon termination of employment.

**Section 20.6.5.** PPL will be coordinated with other policies. For example, as noted above, PPL runs concurrently with FMLA leave. All federal, state, and/or local leave benefits an Employee may be entitled to during their PPL leave period will run concurrently with PPL. Employees are required to apply for such benefits to receive PPL. Any payments made directly to the Employee through federal, state, and/or local leave benefits will offset the amount received from the Employer for PPL.

**Section 20.6.6.** In the event the Employer changes its policy with respect to parental leave, the Employer will offer the same change(s) to the bargaining unit on the same basis as the change(s) were implemented for non-unit employees. It is recognized that such a "same basis" offer may be coupled with other changes in terms and conditions of employment beyond the provision for parental leave. The Guild, at its option, may accept or reject what is offered.

**Section 20.7. Military Leave.** An Employee who has left or leaves the employment of the Employer to enter any kind of military service of the U.S. government or of any state, territory or federal district of the United States or service with any organization which is in lieu of such service, shall be considered an Employee on leave of absence, such absence not to exceed five (5) years, and on release from such service, unless dishonorably discharged therefrom, shall resume the same position or a comparable one with a salary no less than what the Employee would have received if employment with the Employer had been continuous.

**Section 20.7.1.** Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer.

**Section 20.7.2.** An Employee leaving for such service shall, upon request, receive their accrued vacation pay.

**Section 20.7.3.** If an Employee, upon return from such service, is found to be physically incapacitated to the extent that the Employee is unable to resume former employment with reasonable accommodation, the Employer shall make all efforts to place the employee in other acceptable employment with the Employer. If such other employment is not found, the Employee shall receive severance pay in accordance with Article 10 (Severance).

**Section 20.7.4.** Application for resumption of employment must be made within ninety (90) calendar days after termination of such service, plus travel time from separation center to place of employment.

**Section 20.7.5.** An Employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to the promoted Employee's previous position and at a salary no less than what the Employee would have received if service in the former classification had been continuous. An Employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which the employee was promoted. In the event of a subsequent re-promotion to the same classification the Employee shall receive full experience credit in such new classification.

**Section 20.7.6.** An Employee hired or promoted as replacement for an Employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state the position being replaced, and a copy of such notice shall be sent to the Guild.

**Section 20.7.7.** A leave of absence without pay shall be granted to an Employee for training service, or call to duty for emergency service in connection with conditions caused by natural phenomena or human acts, including by way of example but not limited to storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marines, Air Force, Space Force or Coast Guard Reserve. Resumption of work after such service shall be made within a reasonable time, including consideration for necessary travel time.

**Section 20.7.8.** Nothing contained herein shall be construed as modifying, subtracting from, or adding to military leave as provided by law.

**Section 20.8. Book and Fellowship Leaves.** Employees may apply in writing to their Editor and HR for an unpaid book or fellowship leave of up to twelve (12) months, which may be extended by mutual agreement. Only fellowships from well-recognized journalistic and academic fellowship programs will be considered.

**Section 20.9. Union Leave.** If the Employer determines it is operationally feasible, and without incurring overtime costs, Employees will be permitted to use paid or unpaid time off to attend the conventions of the NewsGuild-CWA or any labor organization with which it is affiliated. The Guild will provide as much notice as is reasonably possible, but notice shall be generally no later than when delegates are selected. Up to five (5) business days (for each employee) may be allowed annually for no more than two (2) Employees. Attendance by additional Employees or the use of additional paid or unpaid time off to extend the leave may be granted at the sole discretion of the Employer and is not subject to the grievance procedure.

**Section 20.9.1.** Additional leave for Guild-related purposes may be requested and



approved subject to mutual agreement between the Parties.

**Section 20.10. Effect on Seniority.** Leaves provided for in this Article that do not exceed twelve (12) months shall not constitute breaks in the continuity of service for the computation of severance pay, paid time off, or other benefits under this Agreement and upon expiration of the leave the Employee shall resume the same or comparable position with a wage or salary no less than what the Employee would have received as if they had not been on leave. Except with respect to leaves pursuant to Sections 20.1 and 20.8 of this Agreement, the Employer will continue to provide health benefits. With respect to leaves pursuant to Sections 20.1 and 20.8 of this Agreement, coverage shall be as agreed to by the Employer and the Employee requesting the discretionary leave.

## **ARTICLE 21. EMPLOYEE INTEGRITY**

**Section 21.1. Byline.** It is expected that Employees will work with their editor and/or manager during the editing process, and where practicable they will be apprised of any substantive and material changes as the result of the editing process made before or after publication.

**Section 21.1.1.** Pre-publication, an Employee may withhold the Employee's byline, provided that the Employee has conferred with the Employee's manager concerning any objections in order to provide The Tribune the opportunity to address any concerns. The Tribune may run the story in its discretion in the absence of such byline. If The Tribune is engaged in a legal action regarding a story where a byline is withheld, The Tribune may be compelled to disclose the identity of the individual who wrote the original version of the story.

**Section 21.1.2.** "Byline" shall be construed to mean any name credit an Employee receives for editorial work.

**Section 21.2. Assignment Objection.** An Employee who is assigned to write or prepare any article or other material for publication which the Employee believes compromises the Employee's integrity, may not refuse the assignment. However, the Employee may file a formal objection specifying the objection and reasons therefore. The Employee may also withhold a byline pursuant to Section 21.1.1. above. The Guild may pursue a grievance based on the Employee's objection, which shall trigger the grievance timeline.

**Section 21.3. Correction Protocol.** If a question arises as to the accuracy or fairness of published material, managers will, wherever practicable, consult with the Employee prior to the publication of a correction, retraction, or insertion of additional material that would correct an error. Employees shall promptly advise their manager if they receive any credible or material complaints, verbal or written, relating to any claimed inaccuracy or unfairness of published material.

**Section 21.4. Editorial Decisions.** Editorial content decisions shall be made by editorial management.

**Section 21.5. Paid Advertising Content Production.** Paid advertising production work, including “native advertising” and “branded content,” shall not be considered bargaining unit work and such work will be performed by employees outside of the bargaining unit. However, bargaining unit Employees may paginate, distribute, and hit publish on advertising, if it fits within the purview of their role.

**Section 21.5.1.** If there are circumstances, products or roles that aren’t covered here but that may fall within the branded or advertising and editorial work, the Guild and management agree to meet and discuss how to adjust.

**Section 21.6. Privilege Against Disclosure and Authentication.** All Employees recognize their obligation to submit to management information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, or the establishment and maintenance of their sources, in connection with their employment. An Employee may refuse to submit the foregoing to outside sources, without penalty or prejudice. An Employee also may refuse, without penalty or prejudice, to authenticate any material to outside sources. Unless advised to do so by counsel of The Tribune, the Employer may not give up custody of or disclose any of the above. Before such release, the Employer shall consult with the Employee.

**Section 21.6.1.** The Employer shall notify the Employee concerned of any demand on the Employer for such surrender or disclosure or authentication. Likewise, the Employee shall notify the Employer of any demand on the Employee for such surrender or disclosure or authentication.

**Section 21.6.2.** If the Employee is independently proceeded against under law on account of their refusal to surrender or disclose or authenticate, the Employer shall move to join as a party to such proceeding and provide counsel for the Employee and the publication, provided the Employee has worked in good faith to follow The Tribune’s anonymous sourcing policy on the story at issue. The Employer shall pay all expenses incurred by the Employee, including fees and the cost of legal counsel retained by the Employer to represent the Employee, and shall indemnify such employee against any monetary loss including but not limited to fines, damages or loss of pay. Should the Employee disagree with the position taken by the Employer as to surrender, disclosure or authentication and choose not to follow the recommendation of the Employer’s attorney in the matter, the Employee then shall assume all liability as to expenses incurred.

**Section 21.6.3.** If unable to perform their job duties as a result of their refusal to surrender, disclose or authenticate, an Employee shall suffer no loss of wages or benefits under this Agreement for up to one full year. The Employee shall suffer no loss of employee status.

## **ARTICLE 22.**

### **EXPENSES AND EQUIPMENT**

**Section 22.1. Expense Reimbursement.** The Tribune shall pay reasonable expenses incurred by an Employee in the service of The Tribune. These expenses may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. In accordance with provisions of this article, expenses must be approved by a manager before they are incurred. Expenses will be paid by, at the latest, the second paycheck after expense submission provided the Employee submits expenses before a mutually agreed upon deadline.

**Section 22.2. Mileage.** Following acceptance of this Agreement, the Employer shall reimburse Employees for the use of an automobile in the service of the Employer at the rate established by the Internal Revenue Service allowable rate.

**Section 22.2.1.** Employees shall expense mileage from where they depart.

**Section 22.3. Rental Cars.** Employees must rent a car if a trip exceeds one hundred fifty (150) miles one way unless they have manager approval. The Tribune will provide insurance for rental cars. In situations requiring the use of a personal car (for example, videographers and photographers), those Employees shall be exempted from this provision for trips that require a personal vehicle, such as assignments in rural areas or in winter conditions. Managers and Employees will discuss which vehicle arrangements are to be made at the time of assignment.

**Section 22.4. Company P-cards.** Employees who regularly accrue expenses shall receive an employer-provided payment card.

**Section 22.5. Meal Allowance.** Those on an assignment six (6) hours or greater in duration will have meal expenses paid by the Employer. Reasonable meal costs, not to exceed the IRS allowable per diem rate for the location, will be charged to the P-card. For those without P-cards, either a supervisor card shall be accessible for pre-payment of expenses, or the Employee will submit receipts for reimbursement. Managers must approve the travel and related expenses before they are incurred.

**Section 22.6. Supplies Allowance.** Those traveling fifty (50) miles outside of the Employer's offices, or those Employees confined to a work assignment location for more than six hours, will have reasonable supplies expenses paid by the Employer. Supply costs will be charged to the P-card. For those without P-cards, either a supervisor card shall be accessible for pre-payment of expenses, or receipts will be filed upon return for reimbursement. Examples would be water in desert environments, groceries in rural areas, or hand warmers in extreme cold. Managers must approve these expenses before they are incurred.

**Section 22.7. Cellphone and Internet Expense.** The Tribune will reimburse Employees \$75.00

toward the monthly charges associated with a personal cell phone used for work purposes. Employees also receive a \$50.00 per month allowance for home internet service.

**Section 22.8. Personal Vehicle Damage.** The Tribune shall reimburse an Employee for loss of or damage to the Employee's personal automobile in connection with employment (not during the ordinary commute), up to the amount of the Employee's insurance deductible and not to exceed \$1,000.00. The Tribune will not disburse payment for any reimbursement unless and until the Employee has submitted documentation of the expense in writing.

**Section 22.9. Transit Passes.** The Tribune shall provide a dollar-for-dollar match toward the cost of transit passes for Employees who commute to work by public transit, up to a maximum contribution of \$70.00 per Employee per month. The employee must register for a commuter program and elect how much to contribute. If Employees choose the commuter benefit, they will not receive a paid parking spot at The Tribune offices as provided in Section 22.13, unless their work responsibilities that day require the use of a vehicle. In that case, The Tribune will provide a parking pass.

**Section 22.10. Work Related Equipment.** The Tribune shall provide Employees necessary work-related equipment to perform their assigned duties, including safety equipment. This shall include, but is not limited to, laptops, and photographic and video equipment. It is expected that equipment will be regularly updated in accordance with the evolution of professional and technical standards in photography and video production, with the goal of maintaining equipment on a level comparable to that of peer professional journalistic institutions; however, The Tribune shall retain discretion as to the timing and scope of any specific equipment purchase. The Tribune shall seek input from Employees of the Photo Department regarding evolving professional and technical standards, as well as the ergonomic safety considerations of any equipment. If Employees choose to use their own equipment, The Tribune does not take responsibility for damage to personal property nor does it reimburse for use of such personal equipment.

**22.10.1 Work Related Equipment Safety.** Tribune employees shall take reasonable steps to keep Tribune equipment and the data on it safe and secure. This includes installing 2-factor authentication where available and not leaving expensive items in the Employee's vehicle except as schedules, assignments or breaking news require.

**22.11. Personal Photo/Video Equipment.** For Employees who use personal photo/video equipment on the job, in addition to the needed equipment provided by the Employer, the Employer shall pay costs of membership in the National Press Photographers Association (NPPA) and shall pay the premiums for equipment insurance offered through the NPPA. Any Employee who is expected to use their own gear until the Employer provides such needed gear, shall receive a stipend of \$100 per month.

**Section 22.12. Personal Use of Tribune Equipment.** Employees may make reasonable non-

commercial or newsgathering use of the Employer's photographic and video equipment, computer equipment, portable electronic devices, and phones during non-working time. Use of Tribune equipment shall not be used to conduct illegal activities or activities that violate The Tribune's ethical values. Employees are responsible for proper care and use of equipment.

**Section 22.13. Employee Parking.** The Employer provides Employees free parking in or near the parking structure of the Employer's office building, provided they have not chosen the transportation benefit in Section 22.9 and are not qualified for the daily parking expense exemption.

**Section 22.14. Newspaper Subscription.** The Tribune will offer all Employees who live in The Tribune's home delivery area a reduced rate on a newspaper subscription. Deductions can be taken directly from the Employee's paycheck. Employees also receive free digital access to sltrib.com, moabtimes.com, the Southern Utah Tribune digital product, or any other Tribune-owned digital products.

## **ARTICLE 23.**

### **EMPLOYEE HEALTH AND SAFETY**

**Section 23.1. Sanitary Regulations.** Recognizing that the Employer does not have complete control of the space that it leases, the Employer shall make a reasonable effort to furnish a clean, healthful, sufficiently ventilated, properly heated, cooled and lighted workplace facility.

**Section 23.2. Nursing Mothers.** The Employer will continue to comply with the federal Break Time for Nursing Mothers law and any applicable state or local laws. This includes time for women to express milk and a private space that is not a bathroom.

**Section 23.3. Hazardous Conditions.** The Employer shall furnish Employees with appropriate protective devices in hazardous situations and provide such training as is reasonably necessary to use such devices or to otherwise work safely in potentially hazardous conditions.

**Section 23.3.1** An Employee may choose not to perform an assigned task if the Employee reasonably believes there is a hazard that a reasonable person, under the circumstances then confronting the Employee, would conclude endangers their health and/or physical safety and no less drastic alternative is available. An Employee electing to exercise this right shall notify the Employer with reasonable promptness of this action and provide an explanation if required.

**Section 23.3.2.** No Employee shall be docked for work-time lost for exercising the right as set forth above to refuse an assignment or job, or to leave a current assignment; however, the Employee may be required to accept an alternative assignment, if provided by the Employer, for which the Employee does not reasonably believe is a hazard as defined above.

**Section 23.4. Compliance with Law.** The Employer will comply with all applicable laws, standards, and regulations as they apply to providing a safe workplace for Employees. In

accordance with applicable law, Employees shall not be penalized or discriminated against for reporting workplace safety or health hazards or engaging in protected activity under the Occupational Safety and Health Act. The Employer shall comply with its obligations under the Americans with Disabilities Act.

**Section 23.4.1.** The Employer will create and maintain protocols to address active security threats within the newsroom or other workplace areas. These protocols shall include a reasonably immediate notification of all Employees of the ongoing security concern.

**Section 23.5. Individual Employee Security and Protection.** In the event of work-related public threats or harassment, including any online, as reported by an Employee or otherwise coming to the Employer's attention, the Employer shall consult with the Employee and take reasonable and appropriate steps to provide for the employee's safety.

**Section 23.6 Ergonomic Safety.** With respect to ergonomic matters and safety, an Employee may request an accommodation due to a medical condition for which an Employee has provided documentation, for example, a request for ergonomic equipment. If an Employee's request for an accommodation is not due to a medical condition, then the Employee shall submit their request to their manager who, at their sole discretion and on a non-precedential basis, shall provide a response to the request.

**Section 23.7. Dangerous Assignment Buddy System.** Whenever possible, Employees assigned to work within areas of anticipated riot, civil commotion or other dangerous situations shall not be assigned to work alone.

**Section 23.8. Dangerous Assignment Property Damage Reimbursement.** Employees assigned to work within areas of riot, civil commotion or natural disasters, such as wildfires shall be reimbursed for loss or damage to needed personal property, including but not limited to glasses, clothing or cell phone. It is understood there shall be no duplication of benefits under this clause.

**Section 23.9. Surveillance.** In order to ensure the safety, security and protection of all Employees, the Guild recognizes that The Tribune utilizes surveillance cameras at the entrances and exits to work areas, but not in work or break locations. The Tribune also utilizes monitoring equipment, badge readers, and other security measures and equipment such as metal detectors ("security devices") at entrances and exits to the workplace. The Tribune shall not install any additional cameras or other security devices in any work or break area occupied by bargaining unit Employees except by mutual agreement of the parties. Notwithstanding, The Tribune may install cameras or other security devices on building exteriors, in elevators, at points of ingress and egress, and on floors which are not occupied by bargaining unit Employees. "Occupied" shall mean assigned workspace of five (5) or more bargaining unit Employees.

**Section 23.10. Monitoring of Media.** The Tribune and the Guild agree that there shall be no real-time monitoring of Employees by use of keystroke logging, remote desktop mirroring, tape recording, other recording, or other similar means, absent extraordinary circumstances of a kind involving threats to employee safety and security or in connection with a law enforcement

investigation. Any such monitoring in connection with a law enforcement investigation shall only be conducted with prior written approval by counsel, and in any other instance with prior written approval by Human Resources. The Tribune reserves the right to access any media stored on company systems or devices, such as emails or other electronic files, in the furtherance of investigation of matters involving serious Employee misconduct, such as retaliation or sexual harassment. Such media may only be accessed through a request to and approval by Human Resources.

## **ARTICLE 24.**

### **PROFESSIONAL DEVELOPMENT**

**Section 24.1. Training of New Skills.** The Tribune shall provide reasonable and necessary training to Employees required to perform any new or additional skills or duties, and in conjunction with the introduction of new technology or processes.

**Section 24.2. Training to Enhance Skills.** Employees seeking to add new work skills or to enhance existing work skills may request provision by the Tribune of such training in the workplace or reimbursement for training obtained by the Employee independently. Such requests shall not be unreasonably denied. If there is cost associated, it must be approved by the Employee's manager.

**Section 24.3. Professional Conferences.** Employees shall be permitted to use paid work time in order to attend meetings of recognized associations of professional journalists or other recognized organizations providing training and assistance in professional development to journalists. Such requests shall not be unreasonably denied. Employees may additionally request approval for reimbursement of reasonable travel and other expenses related to attendance at such events. The determination of whether to approve such requests for reimbursement and the amount of the reimbursement will be determined by editorial management based on The Tribune's business needs and objectives. Recognized organizations shall include the National Association of Black Journalists ("NABJ"), the National Association of Hispanic Journalists ("NAHJ"), the Asian American Journalists Association ("AAJA"), Investigative Reporters and Editors ("IRE"), the National Institute for Computer-Assisted Reporting ("NICAR"), the Online News Association ("ONA"), the Society of Professional Journalists ("SPJ"), the National Lesbian and Gay Journalists Association ("NLGJA"), the Society of Environmental Journalists ("SEJ"), and National Press Photographers Association ("NPPA"), and other similar institutions.

## **ARTICLE 25.**

### **OUTSIDE WORK AND LICENSING**

**Section 25.1. Outside Activity.** Employees shall be free to engage in any activities outside of working hours, so long as those activities are consistent with The Tribune's ethical values.

**Section 25.1.1.** Employees must receive approval for specific projects or commissions to ensure against conflicts of interest.

**Section 25.2. Licensing policy.** The Tribune can license content in accordance with the current Salt Lake Tribune Licensing Policy, which is attached as Appendix C.

## **ARTICLE 26.**

### **MISCELLANEOUS**

**Section 26.1. Guild-Management Meetings.** The Guild and the Employer are committed to establishing and maintaining a harmonious relationship. To that end, the parties agree to meet as a committee and discuss matters of interest or concern involving the relationship between Employees and the Employer and other labor-related issues. Labor issues shall be confidential and will not be disclosed to outside sources. At the request of either party, representatives of the Guild and the Employer will meet at a mutually convenient time to discuss such matters. By mutual agreement the parties may discuss matters not otherwise covered by this Section. Nothing in this provision shall limit or expand the parties' rights or obligations as defined by the NLRA.

**Section. 26.1.1.** Meetings between the Guild and The Tribune shall be scheduled at the request of either party but shall be held at least once a quarter unless waived by the parties.

**Section 26.2. Communications Systems.** Employees are permitted to make reasonable personal use of The Tribune's internal communications systems, such as phone systems, email, and Slack. The Tribune expressly recognizes the freedom of Employees to use such systems for communication in furtherance of protected concerted activity or for other mutual aid and protection, in accordance with applicable law. Employees know and acknowledge their communications may be shared publicly, and as such Employees are expected to communicate with professionalism across platforms.

**Section 26.3. Social Media.** The Tribune maintains a social media policy, attached as Appendix D, that applies to all Employees. Notwithstanding any other provision of this policy, The Tribune expressly recognizes the freedom of Employees to speak candidly and critically on social media about union activity, terms and conditions of employment, or protected concerted activities.

**Section 26.4. Social Media Subcommittee.** The Tribune and the Guild shall create a joint Social Media Committee, which will meet to draft a social media policy for The Tribune as soon as possible but no later than sixty (60) days after Agreement signature. The Guild retains the ability to bargain over the policy draft after it is created.

**Section 26.5. Limiting Budget for Outside Work:** To satisfy customer demands and successfully operate its business, The Tribune may engage, except as may be limited by the specific provisions



in Article 2 of this Agreement, independent contractors, subcontractors, and/or temporary agency personnel at its sole discretion. Freelancer content can be used to fill gaps, as logistics require, and can be used to augment but not replace staff coverage. Staff expertise shall be considered when making freelance decisions.

**Section 26.6. Use of Personal Photos.** If an Employee creates visual content on personal time that The Tribune would like to publish, and both sides agree to publish it, the visual journalist will be compensated with comp time or \$100, at the discretion of their manager. Visual journalists will first have a conversation with their manager before putting personal work into the content management system, as well as when they'd like to cover an event on personal time with the expectation of publication.

**Section 26.7. Outside Influence.** While we will seek financial support for reporting and special projects, no advertiser, donor, or business relationship shall be allowed to direct or influence the organization's reporting on issues, people or organizations. Efforts should be made to prevent the appearance of advertiser, donor, or business relationship influence on Tribune journalism. We are committed to full transparency and understand this is fundamental to the trust our readers have in The Tribune.

**Section 26.8. Board Representation.** One member of the bargaining unit may join all regular Tribune board meetings as a participant in discussions, at the invitation of the board chair. The individual will join for a two-year term starting in January and be mutually agreed upon by the bargaining unit and Tribune management. The bargaining unit representative shall be dismissed ahead of discussion pertaining to confidential legal or personnel matters, or for executive sessions, and may be dismissed for discussion of financial matters. The bargaining unit representative will not be considered an ex officio or non-voting member of the board. The bargaining unit representative will, however, be asked to sign the same confidentiality and conflict of interest agreements each board member signs.

**Section 26.8.1** The Guild shall receive agendas and meeting minutes related to Board of Directors' meetings when the board receives them.

**Section 26.9. No layoffs after signing.** There shall be no layoffs as a result of the signing of this Agreement for ninety (90) calendar days after Agreement signature.

## **ARTICLE 27. ARTIFICIAL INTELLIGENCE**

**Section 27.1. Artificial Intelligence.** In conditions of severe economic distress in which The Tribune suffered demonstrable annual net revenue loss, the Employer may terminate up to two (2) Employees per year as a result of the impacts of Generative AI. If a bargaining unit position is

eliminated and replaced by Generative AI technology, such elimination of position shall be considered displacement due to the automation of work processes or other introduction of new equipment or technology, making them eligible for enhanced severance. If an Employee is laid off due to Generative AI, in addition to receiving enhanced severance, they will be moved into the final round of interviews for any open position they apply for within two (2) years.

**Section 27.2. Generative Artificial intelligence.** Generative AI includes generative systems of technology that are capable of creating content, in whole or in part, through the utilization of machine learning techniques, including but not limited to generative adversarial networks, generative pre-trained transformers (e.g., ChatGPT), and variational autoencoders. As defined in this section, Generative AI does not include any existing technologies used to assist in the creation of content, such as a spell-check, autocorrect, grammar checks, etc.

**Section 27.3. AI Subcommittee.** The Tribune and the Guild shall continue a joint Artificial Intelligence Committee (“AI Committee”). The purpose of the AI Committee shall be to evaluate the use of Generative AI technology and to discuss plans and other opportunities and issues regarding its implementation and ongoing management. Should The Tribune intend to implement the use of Generative AI tools to assist in the creation of editorial work to the extent such tools impact the work of Employees, The Tribune shall provide the AI Committee reasonable advance notice and an opportunity to discuss before the implementation.

**Section 27.4. No impersonation.** The Tribune shall not use Generative AI to impersonate a specific actual Employee or team without the consent of the individual(s) involved and clearly identifying such work as AI-Generated content.

**Section 27.5. AI Partnerships.** Employer shall not use content (including articles, photos, audio, video, graphics and social media posts) created by AI from a content-sharing partner unless it abides by The Tribune’s AI ethics policy. No content-sharing agreement shall result in the reduction of bargaining unit Employees or work hours.

**Section 27.6.** The current AI Committee’s AI policy is attached in Appendix E and shall be adhered to.

## **ARTICLE 28.**

### **DRUG AND ALCOHOL POLICY**

**Section 28.1. Terms of Policy.** The Tribune’s drug and alcohol testing policy is intended to comply with the Utah Drug and Alcohol Testing Act. Violation of this Policy may result in discipline up to and including immediate termination. This Policy does not constitute an express or implied contract with any person. Neither this Policy nor any action taken pursuant to this Policy guarantees employment or any terms of employment to any person for any period of time. The Tribune reserves the right to apply this Policy and the Guild reserves the right to grieve this policy.

**Section 28.2. Prohibited Substances.** 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.); and (5) alcohol.

**Section 28.3. Exceptions.** Tribune Employees may consume alcohol at Tribune events, such as First Amendment Society events, Wine and Dine, and other informal community events. Employees may also consume alcohol at internal Tribune-only events, such as holiday parties and summer picnics. Section 28.2 also does not apply to non-Tribune events at which you are representing The Tribune. Employees must remain responsible and maintain a professional decorum at such events.

**Section 28.4. First Offense.** A first offense of use or impairment of substances outlined in Section 1 is not on its own just cause for discipline greater than a first-stage written disciplinary warning. However, more severe first offenses in which an Employee is determined to be in violation of the Policy are subject to disciplinary action, up to and including discharge.

**Section 28.5. Employee Assistance.** For the first offense of the use or being under the influence of substances outlined in Section 28.2 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 an approved drug testing facility/Medical Review Officer (MRO), at the direction of the EAP for no longer than one (1) year. The Employee agrees to release information to the Employer and Guild about compliance. Nothing in this paragraph prohibits the Employer from disciplining an Employee for cause up to and including discharge.

**Section 28.6. Reporting Medication.** Employees undergoing prescribed medical treatment with a drug which significantly impairs physical or mental abilities must report this to their supervisor. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat a disability must inform their supervisor if they believe the medication could impair their job performance, safety or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

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 coworkers or members of the public, the Employee's job performance or the safe or efficient operation of the Employer. The Employee may be required to use sick leave, take a leave of absence or comply with other appropriate action determined by a physician.

**Section 28.7. Criminal Convictions.** 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 Tribune within five (5) business 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.

**Section 28.8. Loss of Driver's License.** If an Employee can't perform duties associated with their position due to loss of driver's license, they must either secure transportation at their own expense or they may be terminated.

**Section 28.9. Resources.** The Tribune will make available information about community resources or assessment and treatment.

**Section 28.10. Benefits Program and Employee Assistance.** Under its benefits program, The Tribune 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 Guild.

**Section 28.11. Drug testing protocols.** To ensure the safety of the workplace and the workforce, The Tribune 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 Tribune 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 Tribune 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:

i. A fatality;

ii. 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

iii. 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 managing editor of the Employer 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. Test-related information shall be the property of The Tribune and will remain confidential to all but the affected Employee and The Tribune, and may not be disclosed in any public or private proceeding, except and unless an Employee consents to release the information to the Guild, as required to complete a grievance or arbitration process or part of any valid and relevant inquiry of a known Agreement violation.

h. The first-time positive results of testing indicating use of a controlled substance or alcohol shall be used to encourage appropriate rehabilitative measures. The Tribune will require the Employee to consult with the EAP. Disciplinary steps may be taken or discharge may result from further positive testing. Nothing herein prevents The Tribune from disciplining Employees for just cause.

i. Reasonable accommodation for rehabilitation and return to work will be made unless the Employee would be in imminent danger of injury.

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

k. Employees whose failed test result is attributable to a prescribed drug, whose duties and responsibilities as an Employee include driving motorized vehicles (and who haven't secured alternate transportation as provided in Article 28, Section 5.1), operating equipment, or engaging in other activities that could pose a safety risk to the employee or to others may be relieved of those duties and responsibilities and/or suspended (with or without pay) until able to provide a negative sample on a subsequent drug and/or alcohol test or confirmation from the an approved drug testing facility/Medical Review Officer (MRO) that the identified substance is an acceptable prescribed narcotic, releasing the Employee to return to work.

l. This Policy applies to management as well as to all other Employees.

## **ARTICLE 29.**

### **MANAGEMENT RIGHTS**

**Section. 29.1. Management rights.** Management of the facilities, operations, and workforce covered by this Agreement is vested exclusively in The Tribune, except as limited by the specific provisions of this Agreement. Except as limited by the specific provisions of this Agreement, The

Tribune shall continue to have all sole and exclusive rights customarily reserved to The Tribune, including but not limited to the rights to:

- a. hire, evaluate, promote, demote, suspend, discipline, transfer, lay off, recall, and discharge employees;
- b. establish rules concerning facility operations and permissible employee conduct as delineated in the employee handbook;
- c. schedule operations, shifts, and hours of work;
- d. assign, direct, designate, and schedule duties, including overtime work;
- e. determine appropriate staffing levels, including whether and when to fill vacant positions;
- f. select the tools, equipment, and materials to be used in the operation of the business;
- g. control all company property;
- h. make technological improvements and install or remove equipment, including labor-saving devices or machines, regardless of whether or not such action causes:
  - i. a reduction in the number of Employees,
  - ii. the elimination of bargaining unit titles or jobs, or
  - iii. the assignment of additional or different duties;
- i. select supervisory personnel and control their conditions of employment;
- j. plan, control, direct, form, discontinue, consolidate, or reorganize any department, division, facility, office, or other work location or unit,; and
- k. designate work to be subcontracted and select subcontractors to perform that work.

**Section. 29.2. Work methods and facility rights.** The Tribune shall have the sole and exclusive right to decide all work methods, techniques, and processes, as well as the methods of selling, distributing, and providing all products and services. The Tribune also retains the sole and exclusive rights to close part or all of the facilities covered by this Agreement and sell, relocate, transfer work from, or in any other manner dispose of or alter such facility and the work performed therein, except as limited by the specific provisions of this Agreement.

**Section 29.3. Guild notification.** Employees and the Guild will receive written, timely notice of any and all changes to the Employee Handbook.

**Section 29.4.** Notwithstanding the foregoing, the Employer will consider in good faith a request to bargain any unforeseen and material modification of policy or change to conditions of employment made by the Employer which are not addressed by this Agreement.

## **ARTICLE 30. NO STRIKE/LOCKOUT**

**Section 30.1. Striking Restrictions.** During the life of this Agreement, neither the Guild nor any Employee shall cause, call, or engage in any strike, curtailment of work, picketing, or other interference with The Tribune's operations.

**Section 30.1.1.** In the event of any strike or picketing activity prohibited by this section, the Guild shall immediately advise The Tribune in writing whether the Guild authorized the activity, and if so, the grounds therefore.

**Section 30.1.2.** If the Guild did not authorize the activity, the Guild shall immediately notify all employees that the activity is unauthorized and in violation of this Agreement, that the Guild does not condone the activity, and that all participating Employees must return to work immediately. The Guild shall make the required notification through letters and emails to all Employees covered by this Agreement. The Guild shall make every other reasonable effort to direct Employees to cease the violation of this section and return to work immediately.

**Section 30.2. Lockout Restrictions.** During the life of this Agreement, The Tribune shall not engage in a lockout, that is, withhold work from bargaining unit Employees to obtain more desirable terms from the Guild in connection with collective bargaining or a labor dispute.

**Section 30.3. Facility Shutdown.** This section has no bearing on The Tribune's right to permanently or temporarily shut down its facilities due to: (a) lack of profitable work; (b) facility or equipment renovations or repairs; (c) loss of facilities; (d) health or safety concerns; (e) power, supply, infrastructure, or transportation shortages; (f) government action; (g) acts of God; or (h) any other business reason unrelated to a collective bargaining or labor dispute with the Guild.

## **ARTICLE 31. REOPENER**

**Section 31.1. Reopening Provisions.** The Tribune, by giving fourteen (14) days' written notice to the Guild, shall have the right to reopen this Agreement to negotiate temporary changes to economic terms and a path to restoration of prior terms in the event of economic exigency.

**Section 31.1.1.** "Economic exigency" circumstances refer to unforeseen, major emergencies that force immediate, unilateral action by an employer on mandatory bargaining issues, potentially delaying but not eliminating the duty to bargain. To meet the burden of proof for an economic exigency, the employer must show the event was beyond their control and had a

severe economic impact.

## **ARTICLE 32. COMPLETE AGREEMENT**

**Section 32.1. Complete Agreement.** The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that this Agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained. For the duration of this Agreement, neither party shall be required to bargain about any other subject or matter except as otherwise may be provided herein. All subjects or matters not included in this Agreement shall be deemed to have been raised and bargained as if covered by this Agreement.

## **ARTICLE 33. FORCE MAJEURE**

**Section 33.1. Force Majeure.** The Tribune shall not be liable in damages or otherwise responsible to the Guild, or be deemed to have breached or otherwise defaulted on its obligations under this Agreement, for any delay in performing or otherwise complying with its obligations where that delay is caused by or results from a Force Majeure Event. The Tribune shall not impose such delays or noncompliance on the bargaining unit without also imposing measures in response to a Force Majeure Event on non-bargaining unit employees. A Force Majeure Event includes, but is not limited to, events such as acts of God, natural disasters, pandemics, quarantines and terrorism.

## **ARTICLE 34. DURATION AND RENEWAL**

**Section 34.1. Duration.** This Agreement shall commence effective November 4, 2025, and expire on the last day of the first full payroll period after twenty-four (24) months have elapsed.

**Section 34.2. Renewal.** The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least sixty (60) calendar days prior to the expiration date of this Agreement. In the event such notice is not given by either Party, this Agreement shall continue in effect until sixty (60) calendar days' written notice of intent to initiate negotiations is given by either Party. Upon the giving of such notice the Parties shall enter into negotiations as soon as possible.

**Section 34.3. Effective Date.** After notice as provided for in (a) above is given, the terms and conditions of this Agreement shall remain in full force and effect unless and until fourteen (14) calendar days' written notice is given by either Party that the terms of this Agreement will no



longer remain in force and effect (“Termination Notice”), which shall constitute a termination of this Agreement. So there is no misunderstanding, fourteen (14) calendar days after written Termination Notice has been given, the no strike/no lockout pledge will no longer be in effect.

IN WITNESS thereof the parties hereto signed this Agreement.

For the Union:

Isabel Aries

Local Organizer, Denver Newspaper Guild

Bethany Baker

Bargaining Committee, Salt Lake News Guild

Jeff Dempsey

Bargaining Committee, Salt Lake News Guild

Paighen Harkins

Bargaining Committee, Salt Lake News Guild

Andy Larsen

Bargaining Committee, Salt Lake News Guild

Trent Nelson

Bargaining Committee, Salt Lake News Guild

For the Employer:

Lauren Gustus

Chief Executive Officer, The Salt Lake Tribune

**Appendix A.**  
**Form of Dues Deduction Assignment**

To: The Salt Lake Tribune:

I hereby assign to the Salt Lake Newspaper Guild and authorize The Salt Lake Tribune (“The Tribune”) or (“Employer”) to deduct from my salary account as their 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 (“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 Salt Lake Newspaper Guild not later than the tenth (10th) day of the following 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 Tribune and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to The Tribune and to the Guild by mail not more than fifteen (15) calendar days prior to the expiration of each period of one (1) year or of each applicable collective bargaining agreement between The Tribune and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which The Tribune 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 \_\_\_\_\_

## **Appendix B.**

### **Equal Employment Opportunity, Anti-Harassment and Anti-Retaliation**

The Tribune prohibits discrimination, harassment and retaliation as described in this section.

The Tribune will extend equal employment and advancement opportunities to all qualified individuals regardless of their race, color, religion, age (40 and over), sex, gender, sexual orientation, gender identity, transgender status, pregnancy, disability, national origin, ethnic background, genetic information (including of a family member), military service, and/or citizenship, or any other classification protected by applicable local, state or federal law.

All personnel are reminded that each employee is at all times to be treated professionally by fellow employees, so that he or she is free from discrimination, harassment or interference based on factors such as those mentioned above. Harassment is also defined as unwelcome or unsolicited verbal, physical or sexual conduct which interferes with an employee's job performance or which creates an intimidating, hostile work environment based on the protected characteristics outlined above. This may include conduct directed at you while working by non-employees or away from the office or during company-sponsored events.

Examples of what may be considered harassment, depending on the circumstances, are:

- Questions or comments that unnecessarily infringe on personal privacy or offensive, sexist, off-color or sexual remarks, jokes, slurs or propositions or comments that disparage a person or group on the basis of race, color, religion, age (40 and over), sex, pregnancy, gender, sexual orientation, gender identity, transgender status, disability, national origin, ethnic background, genetic information (including of a family member), military service or citizenship or any other characteristic protected by applicable law.
- Derogatory or suggestive posters, cartoons, photographs, calendars, graffiti, drawings, other material, or gestures.
- Inappropriate touching, hitting, pushing or other aggressive physical contact or threats to take such action.
- Unsolicited sexual advances, requests, or demands, explicit or implicit, for sexual favors.

The Tribune will consider reasonable accommodations for religion and for qualified persons with disabilities and otherwise will comply with the Americans With Disabilities Act (ADA) and related laws. Contact your supervisor and Human Resources with questions.

Employees who violate this policy will be subject to discipline up to and including discharge. The Tribune will also try to remedy any violations of this policy by anyone else, such as a nonemployee. Anyone who feels that they have been subject to discrimination, harassment, retaliation or any violation of this policy should report such incidents to human resources or, if for some reason a report cannot be made to such persons, to any other member of management. All charges of violation of this policy will be investigated promptly and remedied appropriately. The confidentiality of persons reporting violations will be respected insofar as practicable in conducting an investigation of such claims.

In the case of a complaint, a qualified designee will conduct a thorough investigation to determine whether discrimination or harassment has occurred. The qualified designee must be trained in

conducting appropriate investigations and must not have a conflict of interest related to the complaint, complainant or accused.

The Tribune also does not discriminate based on pregnancy, childbirth, breastfeeding, or related conditions. Employees who are pregnant, are breastfeeding, or have other conditions related to pregnancy and childbirth may require some accommodations at work. In accordance with applicable laws, The Tribune provides reasonable accommodations unless doing so would cause undue hardship. Depending upon the circumstances and as allowed under applicable law, The Tribune may require a medical certification from the employee's health care provider concerning the need for accommodation. However, The Tribune will not require a medical certification for simple accommodations such as more frequent restroom, food, or water breaks due to pregnancy or breastfeeding. Employees who require accommodations for pregnancy, breastfeeding or related conditions should contact their manager/supervisor or Human Resources. Any employee who believes they have been discriminated against, or denied reasonable accommodations needed because of pregnancy, childbirth, breastfeeding, or related conditions should promptly report her concerns to her manager/supervisor or Human Resources.

The Tribune will not in any way retaliate, or allow retaliation, against an individual who makes a complaint, opposes action in violation of this policy, reports a possible violation of this policy or participates in any investigation or proceedings related to any such complaint. Retaliation can take many forms and may include more formal job actions (e.g. termination, discipline, demotion, denial of pay or promotions) and less formal job actions (duty or shift changes, verbal abuse), if either actions materially deter someone from engaging in activity protected by the law, such as making a complaint. Retaliation, including retaliatory harassment, is a serious violation of this policy and should be reported immediately in the same manner in which reports of possible harassment, discrimination or other violations of this policy are to be reported. Any person found to have retaliated against another individual will be subject to discipline, up to and including discharge.

## **Appendix C.**

### **Licensing**

The Salt Lake Tribune strives to maintain strict journalistic standards and positions of editorial neutrality.

Generally speaking, The Tribune can license content, materials and assets for editorial or educational use only. Editorial is defined as another newsgathering or reporting organization, or a program or entertainment piece with nonfiction storytelling. Educational content is defined as any product that is created or compiled by an academic institution for the express purpose of educating an audience on a specific topic.

These can include the following:

- News organizations or magazines
- Nonfiction TV programs
- Nonfiction books
- Textbooks or encyclopedias
- Printed guidebooks
- Museums or other exhibition displays

The Tribune cannot license content to individuals or organizations outside the above parameters, a non-exhaustive list of which can include:

- Political campaigns or candidates
- Nonprofit organizations that advocate specific policy positions (C4s)
- Commercial use to promote or benefit a business or individual
- Advertising in any form

The Tribune does not license content to in-market news outlets with which it does not have an existing content sharing agreement. Discretion may be used for reciprocal trades of content on a case-by-case basis.

The Tribune reserves the right to deny a license agreement to individuals or organizations that The Tribune may find objectionable or inconsistent with Tribune ethics or values, if licensing the content may put subjects or access to sources at risk, or if there are concerns that the content may be misused at any point in the future.

#### **A note on personal use**

Some subjects or readers may request images to have as keepsakes. When a reader asks for a photo, sharing the image is at the photographer's discretion. Only published photos should be shared, and the images should only be utilized for personal use. Some past examples can include

a parent of an athlete, a family member of a person who is the subject of an obituary, or a feature (street photo) taken in happenstance.

### **What materials are licensable?**

The most common requests The Tribune receives for licensing are images (still photography), video clips, or clippings (print newspaper pages). Other content may theoretically be licensable.

### **What are the fees to license content?**

Licensing fees are dynamically priced, and are subject to negotiation.

The default licensing price for a piece of content is \$250 for a single use and \$500 in perpetuity. This can be adjusted based on the nature of licensee, the size and scope of their project, and duration of the license.

A formulaic program called FotoQuote is the industry standard for quoting and pricing. For example:

- A ½ page image displayed in a hardcover book with a circulation of 50,000 is recommended to be licensed for \$400.
- A TV broadcast using content briefly on a screen is \$300.
- An image used in an education presentation or webcast is \$150.

Prices generated by FotoQuote are considered higher-end asking prices, and negotiation may take place with the potential purchaser. Consideration may be given to self-published authors, small newsrooms, or other nonprofit or independent organizations. In rare instances, a piece of content may be licensed without a fee, though a written agreement still must be made.

If a requestor is a nonprofit, community group or entity that is seeking to educate - rather than make a profit - we may offer a discount or grant the license for free.

Many potential licensees will seek to license the content “in perpetuity, in all mediums and formats, worldwide.” This is intentional language that gives them the ability to use the content how they wish in the future. Care should be taken to ensure that Tribune content is not misused under these circumstances. Perpetual or “forever” licenses also should command a higher fee.

For licensed content attributed to currently employed Tribune staff, 50% of fees gathered is given to the employee as a commission.

**Appendix D.**  
**Social Media Policy**

To come

**Appendix E.**  
**AI Policy**

To come