

COLLECTIVE BARGAINING AGREEMENT

Between

Adams Publishing Group, LLC d/b/a *Bozeman Daily Chronicle*

And

**Denver Newspaper Guild –CWA Local 37074
Bozeman NewsGuild Bargaining Unit**

(Editorial Contract)

2026 - 2030

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CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT is made effective May____, 2026, by and between Adams Publishing Group, LLC d/b/a *Bozeman Daily Chronicle*, hereinafter known as “the Employer” or “the Company,” and the Denver Newspaper Guild-CWA, Local #37074 of The NewsGuild-Communications Workers of America (AFL-CIO, CLC), hereinafter known as “the Guild” or “the Union,” for itself and on behalf of employees in bargaining unit set forth below.

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Employer recognizes the 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 employees who are included in the bargaining unit as set forth in Case 19-RC-291940.

Section 1.2. Bargaining Unit. (a) The bargaining unit includes all full-time and regular part-time Bozeman Daily Chronicle Editorial Department Reporters and Photojournalists employed by the Employer at its facility located at 2820 W. College Street, Bozeman, Montana, 59718.

Section 1.3. Exclusions. (a) All other employees, confidential employees, managers, guards and supervisors as defined by the National Labor Relations Act, are excluded from the bargaining unit.

(b) In the event the Employer creates a new position and asserts it to be managerial, supervisory or confidential under the National Labor Relations Act (“Act”), it shall notify the Guild in writing not less than two (2) weeks prior to establishing such a position. The parties shall meet within ten (10) calendar days of receipt of such notice for the purposes of discussing the Employer’s exemption assertion. If no agreement is reached within five (5) calendar days of such meeting, the Employer may designate the position as exempt. Either party may submit the issue for resolution in a unit clarification proceeding or other appropriate proceeding before the National Labor Relations Board (“Board”).

ARTICLE II

JURISDICTION, WORK ASSIGNMENTS & ARTIFICIAL INTELLIGENCE

Section 2.1. Jurisdiction, Work Assignments, and Artificial Intelligence. (a) The Employer shall have the right to make any and all work assignments, including the right to assign unit employees work that is not at that time being performed by bargaining unit employees. Employees shall perform all work assigned, provided this does not modify Section 5.7 (No Advertising Work).

Nothing in this Agreement shall preclude the Employer from utilizing bargaining unit employees to create content to be used in other Adams-owned publications or shared with other news outlets.

(b) The work of employees shall be the work presently performed by employees within the bargaining unit and new or additional work assigned to the unit by the Employer, provided that the assignment of work for other Adams-owned publications or operations shall not constitute a conferral of jurisdiction with respect to such work. (Same)

(c) Except as otherwise explicitly provided in Section 2.1(d) below, the Employer has the right to utilize individuals outside of the bargaining unit to perform work performed by employees in the bargaining unit. By way of illustration, the Employer's rights in this regard include the following (Same):

- (i) There is no restriction on supervisors and managers performing bargaining unit work ;
- (ii) Freelancers and student correspondents may be used so long as their use does not directly result in the layoff of a bargaining unit employee;
- (iii) Copy-editing, design work, and digital optimization work may be performed by anyone;
- (iv) Subject to (d) below, there is no limitation on the sharing of content produced by journalists employed by other Adams-owned publications (Same);
- (v) There is no limitation with respect to generating content for special projects of regional or statewide interest;
- (vi) There is no limitation of the use of wire or syndicated content, hub services, or other such content providers ; and
- (vii) There is no limitation on the use of Artificial Intelligence (AI) by the Employer with respect to any newsroom function including the generation of news content, except that the Employer shall not use AI to impersonate bargaining unit employee(s), either individually or as part of a bargaining unit team, without the consent of the bargaining unit employees involved and, provided further, this subsection (vii) does not amend Section 5.4 (Bylines/Credit Lines). The previous sentence does not prohibit the Employer from using AI to summarize or add a caption for publication solely based upon bylined/credit-lined content.

The use of AI will be consistent with the Employer's AI usage guidelines and ethics policies, as amended from time-to-time by the Employer. Work associated with generating or processing AI generated content may be performed by anyone.

The Parties further agree that the Adams MultiMedia AI Usage Guidelines for Adams Multimedia Newsrooms as updated January 2026 (“Adams MultiMedia AI Usage Guidelines”) shall continue to apply to bargaining unit employees but shall not be a part of this Agreement. Bargaining unit employees and the Guild will be notified of any planned changes in these Adams MultiMedia AI Usage Guidelines or successor Adams MultiMedia AI usage guidelines. Upon written request by the Guild, the Parties shall meet and negotiate effects of any changes in the AI usage guidelines as they relate to generative AI or any new policies, rules, or regulations with respect to the use of generative AI, provided that the Employer may implement any change fourteen (14) calendar days after notice is given even if negotiations have not concluded. These provisions do not modify Section 3.2. (First Amendment Rights).

(d) Local newsgathering, reporting and photography for the *Bozeman Daily Chronical* is recognized as bargaining unit work. This does not qualify the Employer’s rights as noted above except to the extent expressly provided below. (Same)

(i) Local news content shall not be produced by journalists employed by other Adams-owned publications on a recurring basis, provided this does not apply to trending news, teams, or other coordinated news gathering activities; (Same)

(ii) Local news content may be produced by journalist employed by other Adams-owned publications in the case of an emergency or in situations where a bargaining unit employee is not reasonably available, for example, in the case of illness, injury or vacation of bargaining unit employees; and (Same)

(iii) Breaking local news content may be produced by journalists employed by other Adams-owned publications in instances were such journalists are best situated to provide such coverage, for example, a non-unit journalist who happens to be in the vicinity of where a fire has just broken out. Such situations are anticipated to be infrequent. (Same)

ARTICLE III

MANAGEMENT & FIRST AMENDMENT RIGHTS

Section 3.1. Management Rights. (a) The Guild agrees that the Employer has and will continue to retain the sole and exclusive right to manage its operations and retains all statutory, common law and/or inherent management rights, whether exercised or not, unless specifically and expressly abridged, modified or deleted by the provisions of this Agreement. Such management rights include, but are not limited to, the Employer’s rights, in its sole and exclusive judgment and discretion, to determine the number of employees to be employed; to hire employees and set their initial salaries at not less than the minimums provided for in this Agreement; to determine

employees' qualifications and assign and direct their work; to transfer, layoff, and recall employees;; to maintain the efficiency of the operations; to determine the personnel, methods, means, facilities, and equipment by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to discipline and discharge employees for just cause; to expand, reduce, alter, combine, transfer, assign or cease any job, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer; to install or introduce new or improved services, processes, methods of operation, procedures and/or equipment; and to otherwise direct employees.

(b) Employee Handbook. Consistent with Section (a) above, policies contained in the Employee Handbook shall apply to all bargaining unit employees unless in conflict with the express provisions of this Agreement. Bargaining unit employees and the Guild shall be notified of any changes in such policies. Upon written request by the Guild, the Parties shall meet and discuss any changes in existing policies or new policies and bargain with respect to the effects of any changes.

(c) Metrics and Standards. Any metrics or standards used in evaluating an employee's performance shall be reasonable and directly related to the employee's assigned duties, available time, and other relevant circumstances, including direction and prioritization by the Employer.

Section 3.2. First Amendment Rights. The Employer has not waived any of its First Amendment rights and nothing in this Agreement shall be construed as limiting or modifying any of those rights, including the right of editorial control. This means the Agreement does not impose any obligations or restrictions on the Employer that could not be imposed by federal, state, or local government because of the First Amendment.

Section 3.3. NLRA Rights. Except as provided in this Agreement or any subsequent agreement of the Parties, the Guild and bargaining unit employees have not waived any of their rights, including Section 7 rights, under the National Labor Relations Act.

ARTICLE IV

NO STRIKE/NO LOCKOUT

Section 4.1. No Strike. There shall be no strikes, including sympathy, or wildcat strikes, sit-downs, slow-downs, work stoppages, boycotts, acts honoring a picket line, picketing or other acts which intentionally interfere with the Employer's operations or the production or sale of its products or services during the term of this Agreement. The Guild agrees that it will not authorize, ratify or condone any such activity proscribed herein.

Section 4.2. No Lockout. The Employer agrees that it will not lockout any employees during the term of this Agreement.

ARTICLE V

NEWS INTEGRITY

Section 5.1. Employer Control of Content and Editorial Integrity. (a) The Employer retains absolute discretion to determine the content of its newspaper or any other publication, such as the choice of material to go into the newspaper, and the decisions made as to limitations on the size and content of the newspaper, and the treatment of public issues and public officials.

(b) Nothing contained in Article V or any other provision of this Agreement limits the Employer's rights set forth in this Section 5.1, such rights being limited only to the extent provided at law, provided that this Section 5.1 shall not be interpreted as modifying an employee's privilege to withhold their byline/credit line for reasons of journalistic integrity as provided for at Section 5.4 below.

Section 5.2. No Distortions or Falsehoods. An employee shall not be permitted or required to process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false.

Section 5.3. No Exploitation of Position. Employees may do outside work of a non-competitive nature on their own time, but may not exploit their connection with the Company without permission in writing from the Company, nor may they use their Company affiliation or job title, featured title, or any Company material without permission in writing from the Company. The decision of the Editor to grant or withhold permission is final and is not subject to the grievance procedure.

Section 5.4. Bylines/Credit Lines. (a) Prepublication, for reasons of journalistic integrity, an employee may withhold their byline/credit line from content the employee created or contributed to, provided that the employee has conferred with the employee's manager concerning any objections in order to provide the Employer the opportunity to address any concerns. The Employer may run the story in its discretion in the absence of such byline/credit line.

(b) The privilege to withhold bylines/credit lines prepublication does not extend to the right to engage in byline/credit line strikes, defined as the withholding of the byline(s)/credit line(s) by one or more employees for reasons other than journalistic integrity. A byline/credit line strike does not include instances of group requests to withhold bylines/credit lines for reasons of journalistic integrity where each member of the group is involved in the coverage of a particular matter or subject. If the Employer believes the byline/credit line is being withheld for reasons other than those of journalistic integrity, it reserves the right to affix the byline/credit line and the Guild

reserves the right to the grievance procedure for affixing of the byline/credit line over the employee's protest.

Section 5.5. Corrections, Retractions, and Related Matters. If a question arises as to the accuracy or fairness of published material, managers, whenever practical, will consult with the employee prior to the publication of a correction, retraction, or insertion of additional material.

Section 5.6. Requests for Disclosure and/or Authentication. (a) An employee who is requested by a party other than the Employer and/or its representatives to give up custody of notes, records or documents, or disclose knowledge or information concerning the same shall immediately contact Management concerning any such request and shall neither give up custody nor disclose information concerning same unless directed in writing by the Employer to do so.

(b) The Employer shall notify the employee concerned of any demand on the Employer for surrender, disclosure, or authentication of facts or other information gathered by an employee within the scope of their employment as part of the newsgathering process.

Section 5.7. No Advertising Work. Bargaining unit employees shall not be assigned to create advertising content including advertorials. Bargaining unit employees may be assigned to create news content that may appear in special sections containing advertorial content.

ARTICLE VI

HIRING

Section 6.1. No Discrimination in Hiring. (a) In accordance with applicable law, there shall be no discrimination against a prospective employee because of their membership or non-membership in the Guild or because of age, sex, race, color, religion, creed, national origin, sexual preference, gender, gender identity, marital or parental status, irrelevant physical and mental disabilities, or other legal protected status or classification.

(b) Because job applicants are neither employees nor members of the bargaining unit, Section 6.1 is not subject to the grievance and arbitration provisions of this Agreement.

Section 6.2. No Blacklisting. The Employer agrees not to have or enter into any agreement with any other employer binding such other employer not to give employment to the employees of the Employer.

Section 6.3. Selection of Candidate. The Employer retains the right to judge the competency, qualifications and abilities of applicants and shall determine and select the best qualified candidate.

Section 6.4. Affirmative Action Statement. The Employer takes and will continue to take proactive “affirmative action” steps to recruit and advance qualified minorities, women, individuals with disabilities, and protected veterans consistent with its obligations as a Federal contractor/subcontractor.

Section 6.5. Remedy at Law. Except with respect to Section 6.2, the provisions of Article VI are subject to the grievance procedure but not arbitration as provided for in this Agreement. Instead, such disputes not resolved in the grievance procedure shall be processed as provided for under relevant federal, state, and/or local law, ordinances, and/or regulations before a court of competent jurisdiction or before any appropriate governmental agency.

ARTICLE VII

ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 7.1. Assignments. (a) Work assignments and changes therein shall be made at the Employer’s discretion. Reporters and Photojournalists may be assigned any work without regard to job title. Assignments shall not be used for punitive purposes. Such assignments shall be temporary and/or intermittent in nature, depending on the needs of the newspaper. Other assignments may be regular rather than temporary or intermittent but shall not be of such a nature as to make a reporter a *de facto* photojournalist or *vice versa*.

(b) The Employer recognizes that employees may not have as much expertise or training in performing new assignments not traditionally associated with their classification and shall take this into consideration in evaluating employees’ performance, as well as whether employees make a fair and reasonable effort to perform those new duties and functions to the best of their ability.

(c) Upon request, an employee whose beat is being changed will be given the opportunity to meet with management to discuss the change before it goes into effect. In the case of an emergency, the assignment may go into effect before a meeting with management, but the employee will still be given the opportunity to discuss this change as soon as practical.

(d) Employees shall perform all work assigned, provided this subsection does not amend Section 5.7 (No Advertising Work).

Section 7.2. Posting of Opportunities. It is the Employer’s policy to promote from within Adams Publishing. In addition to advising bargaining unit employees locally of opportunities at the Bozeman Daily Chronicle, the Employer shall post on its internal website (Adampg.com | Careers) open positions within the bargaining unit generally describing the job and its qualifications. Employees are free to apply for openings outside of the *Bozeman Daily Chronicle*, recognizing that hiring decisions will be made by management of the property at which they are applying for.

With respect to applying for positions at the *Bozeman Daily Chronicle*, bargaining unit employees desiring to fill such positions shall submit written applications within the period specified by the Employer and shall be interviewed and considered for the position.

Section 7.3. Filling of Opportunities. While it is the prerogative of management to fill any opening as provided for in Section 7.2 (Posting of Opportunities), one of the factors that will be considered is seniority. If an employee who applied for such an opening is not selected, upon the employee's request, a representative of management will meet with the employee to discuss why the employee was not selected.

Section 7.4. Transfers. No employee shall be transferred by the Employer to a position outside of the bargaining unit, including to a subsidiary, related, or parent company of the Employer, without the employee's consent. Additionally, no employee shall be transferred to normally work out of a location more than twenty-five (25) miles from the Employer's business offices without the employee's 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 twenty-five (25) miles from the Employer's business offices even for an extended period.

Section 7.5. Promotions (Right to Refuse). No employee shall in any way be penalized for refusing to accept a promotion.

ARTICLE VIII

INFORMATION TO THE GUILD

Section 8.1. Information to be Furnished Quarterly. The Employer shall supply the Guild, on a quarterly basis, if requested, the following information with respect to bargaining unit employees:

- (a) Name, address, date of birth, phone number, personal email address on file with the Employer, and last four digits of Social Security Number;
- (b) Gender and ethnicity (both as identified by the employee);
- (c) Date of hire;
- (d) Classification and job title (if different);
- (e) Anniversary date (if different from date of hire);
- (f) Salary; and
- (g) Resignations, retirements, and deaths and effective dates.

Section 8.2. Information concerning New Hires. Within thirty (30) calendar days after the start date for a new employee, the Employer shall furnish the Guild, in writing, the information set forth at Section 8.1, and effective dates.

ARTICLE IX

GRIEVANCE & ARBITRATION PROCEDURE

Section 9.1. Definition of a Grievance. A grievance is defined as a dispute between an employee and the Employer arising under and during the term of this Agreement involving the application or interpretation of a specific provision of this Agreement. A grievance shall be put in writing and shall specify the grieved action, the specific provision(s) of the Agreement allegedly violated and the requested remedy. Notwithstanding Section 3.1 (b), the Guild retains the right to challenge the application of any current or future Employee handbook policy and/or whether discipline is for just cause.

Section 9.2. Grievance Procedure. Grievances shall be handled in the following manner:

- (a) **STEP ONE:** Within fourteen (14) calendar days of the time an affected employee or the Guild becomes aware or should have become aware of the occurrence giving rise to the grievance the employee having a grievance and/or the Guild steward or representative shall present the grievance to the employee's most immediate supervisor who is not a member of the bargaining unit. A meeting will be held with the employee and Guild representative within seven (7) calendar days. The supervisor shall give a written answer within seven (7) calendar days after the meeting with the grievant concerning the matter.

- (b) **STEP TWO:** The Step One written answer shall settle the grievance unless an appeal in writing is received by the designated Employer Representative or their designee within seven (7) calendar days of delivery of the answer in Step One. A meeting will be held with the grievant and/or Guild representative within seven (7) calendar days. The Employer Representative or their designee shall give a written answer within seven (7) calendar days after the meeting with the grievant concerning the matter.

Section 9.3. Guild Representative. If a union representative employed in the Newsroom is required to attend a Step One or Two grievance meeting during scheduled work time, that representative shall first obtain approval for release from work from their most immediate supervisor who is not a member of the bargaining unit for a reasonable period of time as determined by the Employer. If the Employer denies approval, the meeting shall be rescheduled for later in the day or the following day when all parties are available. The Guild shall be responsible for compensating its representative(s) for time spent in the grievance meeting under such circumstances and/or the

employee's union representative may flex their schedule for up to one (1) hour to complete their paid workweek.

Section 9.4. Arbitration. (a) The Step Two written answer shall settle the grievance unless notice in writing is received by the Editor or their designee within fourteen (14) calendar days of delivery of the answer in Step Two of the Guild's desire to arbitrate the grievance as provided herein, provided that the grievance presents an arbitrable matter as herein defined.

(b) Matters subject to arbitration as provided herein shall be referred to an arbitrator selected in accordance with the following: by a written request to the Federal Mediation and Conciliation Service (FMCS) for an arbitrator from the National Academy of Arbitrators, who shall be selected in accordance with the rules of the FMCS, whose rules shall not otherwise apply. Except to the extent required by law, neither Party shall be obliged to arbitrate after the Agreement is terminated.

(c) Only grievances that involve an alleged violation by the Employer of a specific provision of this Agreement and that are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section 9.5. Authority of Arbitrator. (a) The arbitrator shall limit their decision to the settlement of the written grievance before them and to the application and interpretation of the provision(s) of this Agreement. The Arbitrator 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.

(b) 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.

(c) In the event the arbitrator awards back wages or other retroactive relief, such remedy shall not be retroactive any earlier than twenty-eight (28) calendar days before the written grievance was received by the Employer or exceed one hundred and twenty (120) days of pay or other retroactive relief. Additionally, no award of back wages shall exceed the amount of wages the employee would otherwise have earned at the *Bozeman Daily Chronicle* for the relevant time period, less any unemployment, workers' compensation, and/or disability benefits they received during the same time period, and less any other income that would not have been available or earned had the employee retained employment with the Employer.

(d) In discipline or discharge cases, unemployment benefits received by the employee must be deducted from any award. Additionally, any award for wrongful discipline or discharge must include a deduction for any post-suspension/discharge compensation earned, provided that the employee was not receiving the compensation prior to the disciplinary action. Nothing in this provision shall be construed as modifying an employee's obligation to make reasonable efforts to mitigate damages.

Section 9.6. Fees, Expenses, and Other Costs. The costs of such arbitration shall be borne equally by the Parties hereto, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If any party refuses to pay its share of the cost of a stenographic record of the hearing, the party waives its right to receive or view any copy of the transcript or the original transcript.

Section 9.7. Notice of Attendance at Proceeding. Employees the Guild desires to have participate and/or attend an arbitration proceeding must provide the Employer with seven (7) calendar days advance written notice.

Section 9.8. Time Limits. The time limits contained in this Article are considered to be of the essence, but the Parties may mutually agree in writing to extend such time limitations.

ARTICLE X

DISCIPLINE, DISCHARGE, DISMISSAL

&

UNLAWFUL DISCRIMINATION

Section 10.1. (a) 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 the employee's membership or non-membership in the Guild or because of age, sex, race, color, religion, creed, national origin, sexual preference, gender, gender identity, marital or parental status, irrelevant physical and mental disabilities, veteran status, or other legally protected status or classification.

(b) Discipline and Discharge. No full-time or regular part-time employee who has completed their probationary period will be disciplined or discharged without just cause.

(c) Probationary Period. An employee hired by the Employer shall serve a 6-month probationary period during which the employee may be dismissed or discharged at the Employer's discretion and such dismissal or discharge shall not be subject to the grievance or arbitration provisions of this Agreement. The probationary period may be extended by mutual agreement of the Employer and the Guild.

(d) The Parties agree that the remedy under this Article shall not be pursued concurrently through the grievance and arbitration provisions and complaints in administrative agencies or lawsuits in court, state or federal. If an employee or employees file a discrimination complaint or a WDEA claim under state or federal law, the Guild shall not file a grievance concerning the discrimination complaint and shall withdraw any grievance pending concerning the matter.

Section 10.2. Dismissals to Reduce the Force. (a) When the Employer determines dismissals are necessary to reduce the force or for the efficiency and/or economy of the operation, it shall determine which positions are affected and the employees to be dismissed. In deciding who will be laid off, the factors that will be considered are competency, skill and ability, qualifications, Employer needs and seniority. In this regard, Company seniority shall be given serious consideration in determining the employee[s] within a job title to be dismissed in a reduction of force.

- (i) Where the Employer reasonably concludes that less senior employees have skills, abilities, or qualifications not available from a more senior employee, the lesser senior employee(s) may be retained and the senior employer dismissed.
- (ii) Additionally, the Employer may at any time designated two (2) bargaining unit employees who are insulated from dismissal/layoff.

(b) Affected employees shall be given one (1) week's notice or one (1) week's pay in lieu of notice before they are laid off to reduce the force. On the same day notice is given to the affected employee, the Guild and the bargaining unit shall be notified of the giving of such notice or pay in lieu of notice.

(c) During the one (1) week provided for above, the Employer may, at its discretion, accept voluntary resignations from employees. Each volunteer shall reduce by one (1) the number of employees who otherwise would have been laid off. A volunteer accepted by the Employer will be eligible for severance pay as provided in Article XI. Additionally, the Employer will not contest the unemployment compensation of a volunteer accepted by it.

(d) Neither the decision to dismiss to reduce the force nor the validity of the facts supporting the dismissal to reduce the force shall be subject to the grievance/arbitration provisions of this Agreement. Whether dismissals were made in accordance with this Section 10.2, however, is subject to the grievance/arbitration provisions of this Agreement.

(e) In the event the Employer elects to re-fill a position which was subject to a reduction in the force, the Employer will notify (by email and/or text to the last personal email address and cell phone number known to the Employer) any person(s) who was laid off within the last six (6) months that it is hiring for the position and that they are eligible to apply to be rehired. If such a person elects to apply, they will be interviewed. If rehired, they shall be credited with the prior most recent date of hire. While the rehired employee will not be required to repay any severance pay, severance will not be paid twice for any complete full year of service, Section 11.1 notwithstanding.

Section 10.3. Termination Incentives. (a) The Employer may enter into individual discussions with employees and may offer monetary payments or other incentives, at its discretion, in exchange for an employee's voluntary termination of employment. The Employer shall notify the Guild of the terms of any such offers made to the employee(s) after the offer is made. If the Employer offers termination incentives to a group of employees, the Employer shall notify the Guild in advance of the terms of any such offers to be made to employees. In any group offering of termination incentives initiated by the Employer, the Employer shall offer an option that is at least equal to the value of severance as provided in Article XI (Severance Pay) to be paid to each employee who accepts a group termination incentive and voluntarily resigns. Alternatively, an employee freely and of their own volition and without coercion may initiate a discussion of termination incentives. When an employee initiates such an offer, the amount of the termination incentive may be any sum and on any terms agreeable to the employee and the Employer. In such employee-initiated discussions, the Employer shall notify the Guild of the terms after the offer is made. In all instances the payment of termination incentives (*e.g.*, severance pay and/or separation benefits) will be contingent upon the employee signing, and thereafter not revoking, a waiver, release, and covenant not to sue prepared by the Employer.

(b) Subsection (a) shall not apply to discussions relating to the settlement of a grievance or with respect to disciplinary action.

Section 10.4. "Weingarten Rights." In accordance with applicable law, employees have the right to have, upon request, a union representative present with them during any investigative interview that may lead to the discipline of that employee.

ARTICLE XI

SEVERANCE PAY

Section 11.1. Severance Pay. (a) A regular full-time employee dismissed to reduce the force who has completed at least ninety (90) days of employment shall be eligible for one (1) week of regular pay for each completed full year of service up to a maximum of thirteen (13) weeks with a minimum of two (2) weeks.

(b) To receive severance pay an employee must sign, and thereafter not revoke, a waiver, release and covenant not to sue (Release) prepared by the Employer. The Employer shall be responsible for ensuring that the Release is in accordance with applicable law.

(c) The Release will not include a provision that would prohibit an employee from seeking employment with a competitor and will provide that while the employee is not precluded from seeking re-employment with the Company or any of its related or affiliated entities, the Company makes no promise (explicit or implicit) of re-employment and, further, should an employee apply or reapply and not be offered a position with the Company or any of its related to affiliated entities,

the employee agrees that entering into this agreement will not be the basis for any claim of retaliation by the Company for not employing or re-employing the employee.

(d) Severance shall be paid semi-monthly on the regular paydays following the effective date of the waiver and release.

(e) Each and every clause of any Release shall be deemed separable from each and every other clause of this Release to the end that in the event that any clause(s) shall be finally determined to be in violation of the law, then such clause(s) only, to the extent only that any may be so in violation, shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Release, including any and all provisions in the remainder of the clause, sentence, or paragraph in which the offending language may appear.

(f) In the event of an employee's death while receiving severance (or termination incentive) payments, the balance owed shall be paid to the employee's estate.

ARTICLE XII

MINIMUM SALARIES

Section 12.1. Minimum Hourly Rates for the Bozeman Newsroom. (a)(i) The minimum hourly rate for full-time journalists, defined as reporters and photojournalists, employed in the Bozeman newsroom is \$18.00 per hour.

(ii) Effective the first day of the first full payroll period twelve (12) months after the 2026 annual increase, the minimum hourly rate for full-time journalists employed in the Bozeman newsroom shall be as set forth immediately below. Advancement shall be based upon years of employment in the Bozeman newsroom.

<u>Years of service in Bozeman newsroom</u>	<u>Minimum Hourly Rate</u>
0-3 years (start rate)	\$19.00
3-5 years	\$20.00
5+ years	\$21.00

(b) The minimum hourly rate for part-time journalists and journalism fellows is \$18.00 per hour. Paid interns and all others shall be paid not less than \$12.00 per hour.

(c) Implementation of minimum hourly rates for employees immediately eligible for minimum rate increases upon ratification shall be effective the first day of the second full payroll period following acceptance of this Agreement. Thereafter increases to corresponding minimums shall occur the first day of the first full payroll period after the employee is eligible for a minimum rate increase.

Section 12.2. Annual Increases. Effective the first day of the second full payroll period following the acceptance of this Agreement, employees covered by Section 12.1(a) shall receive an annual increase of two percent (2%) per hour or be advanced to the corresponding minimums set forth at Section 12.1(a) as provided above, whichever is greater. Annual increases two percent (2%) per hour in 2027, 2028, and 2029 shall occur the first day of the first full payroll period twelve (12) months after the prior annual increase.

Section 12.3. Coordination of Annual Increases and Increases to Minimums. Employees eligible for both an annual increase and advancement to a minimum rate in the same calendar year shall be entitled to the greater of the two increases, not their cumulative total. This means that if an employee receives a minimum rate increase before (or at the same time) an annual wage increase is due, the amount of the annual wage increase will be reduced (and may be eliminated) by the amount of the earlier minimum rate increase. Conversely, if an employee is eligible to receive a minimum rate increase after an annual wage increase is paid, the amount of the minimum rate increase will be reduced (and may be eliminated) by the amount of the earlier annual wage increase.

ARTICLE XIII

GENERAL WAGE PROVISIONS

Section 13.1. Pay Classifications. At the time of hire or promotion, the Employer shall determine the job title/position of employees covered by this Agreement.

Section 13.2. Pay Above Minimums. (a) The Employer, at its sole discretion, may start and/or pay an employee at rates above the minimums set forth in Article XII. Nothing herein shall be construed to alter or modify the right of employees to bargain for individual pay increases on their own behalf, but the Employer agrees not to bargain with any individual employee for, or enter into any agreement providing for, a wage of salary less than the minimums set forth herein.

(b) This Section 13.2 is not subject to the grievance or arbitration provisions of this Agreement.

Section 13.3. No Reduction in Hourly Rates. Nothing contained herein shall be construed as giving the Employer the right to reduce the hourly rate of pay for bargaining unit employees.

ARTICLE XIV

HOURS, PREMIUM PAY, & OVERTIME

Section 14.1. Normal Workday. The normal workday for full-time employees consists of between seven and one-half (7-1/2) and eight (8) hours as determined by the Employer. The normal workday for part-time and temporary employees shall be as assigned by the Employer.

The normal workday may be interrupted by an unpaid lunch and paid breaks as assigned or authorized by the Employer.

Section 14.2. Normal Workweek. (a) The normal workweek for full-time employees is between thirty-seven and one-half (37-1/2) and forty (40) hours as determined by the Employer. The normal workweek for part-time employees is less than thirty (30) hours.

(b) In the event Adams Publishing restores any newsroom at any newspaper in Montana or two (2) or more newsrooms at any Adams Publishing newspaper regardless of location (but excluding all papers where newsroom employees are represented by the Guild) to a normal forty (40) hour workweek, the Employer will restore the Bozeman newsroom to a forty (40) hour workweek the first payroll period following notice to the Guild and continue the 40-hour workweek until at least the last day of the last full payroll period in January 2030.

(c) If an event described in subsection (b) occurs, the Adams Publishing Vice-President of Human Resources or an equal or higher ranking member of Senior Management will promptly notify the Guild. The Guild will accept such notification from Senior Management and waives its right to make information requests to determine whether any restoration has or has not occurred.

(d) Until the last day of the last full payroll period in January 2030, this Section is subject to the grievance and arbitration provisions of this Agreement. (Article IX). If the Arbitrator finds a violation of this Section 14.2, they shall have the authority to provide for a remedy consistent with Section 9.5 (Authority of Arbitrator).

Section 14.3. Overtime. Overtime shall be paid in accordance with the provisions of the Fair Labor Standards Act (FLSA). Overtime must be authorized and may be assigned by the Employer. Schedules and hours may be adjusted by the Employer to avoid the payment of overtime. Overtime shall be paid in accordance with applicable law at the rate of time and one-half (1-1/2). Only to the extent permitted by law, an employee may be required to take compensatory time off within the same pay week to offset overtime.

Section 14.4. No Pyramiding of Overtime/Premium Pay. There shall be no pyramiding of overtime and/or premium pay. For example, a full-time employee working a holiday shall be paid time and one-half for all hours worked on the holiday even if those hours are also in excess of forty (40) hours per week and the employee is non-exempt.

Section 14.5. Work Schedules. (a) Changes in an employee's normal work week or normal workday (e.g., a change from working 9 am – 5 pm Monday through Friday to working 3 pm – midnight Wednesday through Sunday), as distinguished from temporary changes in daily hours, shall be made with one (1) week's advance notice given to the employee. A shorter notice period

can be used if mutually agreed to by the employee or if an emergency exists. Upon an employee's request and with the supervisor's approval, unpaid time off may be granted, such time to be made up during the workweek at a mutually agreeable time.

(b) The Employer reserves the right to temporarily change schedules as a result of illness, other emergency, breaking news, or a change in work load or work demands. The Employer will first discuss the assignment and temporary schedule change in an attempt to resolve the matter by mutual agreement. Absent such agreement, the Employer may make the assignment and temporary change in schedule based upon its good faith judgment as to what is reasonable under all of the relevant circumstances.

(c) The Employer will make every reasonable attempt to schedule employees for consistent days off and to provide employees with a consistent work schedule.

ARTICLE XV

HOLIDAYS

Section 15.1. Holidays. (a) Regular full-time employees shall have the following holidays with full pay:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

With the exception of staff who normally work on weekends, when a holiday falls on a Saturday it will be observed the preceding Friday; when the holiday falls on a Sunday it will be observed the following Monday.

(b) Holiday Compensation. If an employee is not required to work on a holiday or if a holiday falls on an employee's regular day off, the employee will receive a full shift's pay. Subject to Section 15.4, if an employee works on a holiday, the employee will receive a full shift's pay plus an additional payment of straight time for the actual time worked on the holiday.

Section 15.2. Holiday Eligibility Requirements. In order to receive holiday pay in addition to pay for time actually worked on the holiday or holiday pay as provided for in Section 16.1, the employee must have worked the employee's last scheduled shift assignment preceding the holiday and the employee's first scheduled shift assignment following such holiday. In addition to the foregoing, to receive any holiday pay: (i) an employee who is scheduled to actually work on a holiday must in fact work the holiday and (ii) an employee who is not scheduled to work on a holiday must work at least one (1) shift with fourteen (14) calendar days of the holiday.

Section 15.3. Holiday Substitution. By Agreement with the Employer, an employee may select up to two (2) religious holidays to substitute for any two (2) of the holidays listed in Section 16.1.

Such selection shall be arranged with supervisor/manager not less than two (2) weeks before the religious holiday(s) chosen.

Section 15.4. No Avoidance. An employee’s regular day off will not be changed or shifted to avoid payment of holiday premium pay the employee normally would receive.

Section 15.5. Floating Holidays. Bargaining unit employees shall be eligible for floating holidays on exactly the same basis and to the same extent as Bozeman Daily Chronicle employees of the Company not covered by a collective bargaining agreement without the need for further bargaining.

ARTICLE XVI

PAID TIME OFF

Section 16.1. Paid Time Off. (a) Employees averaging thirty (30) hours per week or more semi-monthly will accrue paid time off (PTO) each pay period, effective the first full day of employment, according to the following schedule (and subject to Section 16.2):

<u>Years of Service</u>	<u>Days Off Per Full Calendar Year</u>
Upon Hire	10 Days
After 1 Year	15 Days
After 5 Years	20 Days
After 10 Years	25 Days
After 20 Years	30 Days

(b) The hours accrued per pay period are set forth in the Adams Publishing Group Accrual Schedule set forth at Appendix A. So there is no misunderstanding, while an employee averaging thirty (30) or more hours or more shall be eligible for PTO, they shall accrue it based on their actual normal workweek (*i.e.*, a new hire scheduled to work thirty (30) hours per week shall accrue at the rate of 2.49 hours per pay period).

Section 16.2. Use and Accrual. (a) Except as otherwise required by law and/or as provide for in Section 16.2 (c), PTO should be taken during the year received. A maximum accrual of 160 hours of PTO is available at any time for each eligible employee. PTO will be halted when an eligible employee accrues 160 hours. Once the accrual falls under 160 hours during a pay period, accrual will begin again.

(b) PTO may be used only in half-day increments of one (1) hour or more, up to a maximum per day equal to regularly scheduled hours. The foregoing shall be administered in accordance with applicable law.

(c) Carry Over. Accrued, unused PTO can be carried over to the following calendar year, in accordance with applicable law.

(d) No Advancement. There shall be no advancement of unaccrued PTO.

Section 16.3. Scheduling. (a) PTO requests for five (5) or more full workdays off consecutively must be submitted at least two (2) weeks in advance. (This does not apply to emergency situations.) Every reasonable effort will be made to grant a timely request, but the Employer reserves the right to deny any request for a legitimate business reason. Employee with the longest length of service generally will be given preference.

(b) An employee out of work due to illness or due to any other emergency for which notice could not be given, must call and notify the Editor (or his designee) as soon as possible, but at least by the start of the employees' workday. If an employee must leave a message, it should include the reason for the absence and a phone number at which the employee can be contacted.

Section 16.4. Payout upon Separation. All accrued, unused PTO will be paid out upon separation from employment. Accrued, unused PTO shall be paid to the employee's estate in the event of an employee's death.

ARTICLE XVII

BENEFIT PLANS & EMPLOYEE ASSISTANCE PROGRAM

Section 17.1. Benefit Plans. Bargaining unit employees shall be eligible to participate in the enumerated benefit plans on exactly the same basis, at the same cost if any, and to the same extent as employees of the *Bozeman Daily Chronicle* not covered by a collective bargaining agreement, specifically the HDHP Medical Plan, PPO Medical Plan, Dental Plan, Vision Plan, Disability Plan (STD, LTD, Life, AD&D), 401(k) Plan, Voluntary Life Plan, Legal and Pet Plan, Identity Theft Plan, and Medical Savings Plan without the need for further bargaining.

Section 17.2. Employee Assistance Program. (a) For the term of this Agreement, the Employer will offer an Employee Assistance Program (EAP) on exactly the same basis and to the same extent as employees of the *Bozeman Daily Chronicle* not covered by a collective bargaining agreement.

(b) The Employee Assistance Program benefit(s) may be supplemented, enhanced, reduced or eliminated, the specific benefits, terms and conditions of these plans may be modified, and the costs, if any associated with participation in these benefits, may be increased or decreased, it being understood that any such changes shall be on the same basis and to the same extent as applicable to employees not covered by a collective bargaining agreement. Either party may propose changes in this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this “same basis” practice will continue during negotiations in accordance with applicable law. If the Employer announces the elimination of any of the Employee Assistance Program benefit(s) enumerated in subsection (a) above, the Employer will bargain with the Guild over the effects of the elimination.

Section 17.3. Grievability. Regarding benefits provided for in this Article, only the compliance with the “same as” requirement as provided for above shall be subject to the grievance and arbitration provisions of this Agreement. Changes to, or elimination of benefit plans for all *Bozeman Daily Chronicle* employees shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XVIII

EXPENSES & EQUIPMENT

Section 18.1. Expenses. The Employer shall pay all authorized expenses incurred by an employee in the service of the Employer.

Section 18.2. (a) Use of Personal Vehicle. Use of an employee’s personal vehicle when required by the Employer as essential to the operations of the newspaper shall be a condition of employment for all bargaining unit employees.

(b) Certificate of Insurance. Employees required to use their personal vehicle for business use shall furnish the Employer a copy of the employee’s certificate of insurance periodically. Employees shall be required to have no less than the minimum amount of liability coverage required by state law.

(c) Mileage Reimbursement. Employees shall be reimbursed for all business miles at the same rate as non-unit employees of the paper.

Section 18.3. Mobile Phones. Bargaining unit employees who are required to use their personal mobile phones for business purposes shall be reimbursed for such use on the same basis and in the same amount as other employees of the *Bozeman Daily Chronicle*, but not less than thirty dollars (\$30) per month, which must be substantiated by a bill.

Section 18.4. Other Equipment. Equipment not otherwise mentioned in this Article that the Employer deems necessary will be furnished by the Employer.

Section 18.5. Relocation Stipend or Payments/Expense Reimbursement. The Employer, at its sole discretion and on a non-precedential basis, may offer and grant a new employee a relocation stipend or payment and/or expense reimbursement(s), This Section 18.5 shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XIX

LEAVES OF ABSENCE

Section 19.1. Family and Medical Leave. Leaves under the Family Medical Leave Act (FMLA) shall be granted in accordance with applicable law. Nothing contained in this Agreement shall be construed as limiting the Employer's rights under the FMLA.

Section 19.2. Jury Leave. (a) In accordance with applicable law, employees will be allowed time off for responding to a summons for jury and, if applicable, serving as a juror. An employee called for jury duty must return to work for the balance of their shift on any day they are excused from jury duty.

(b) Employees on jury duty leave will be paid for their jury duty service which takes place during the employee's regularly scheduled work hours, offset by any amount received by the employee as jury fees against compensation due, provided the employee presents proof of jury service from the court upon return to work. Employees may keep any funds reimbursed for travel and/or parking.

(c) Employees are required to notify the Editor of a notice for jury duty promptly upon receipt of the notice and to provide verification for their service. Employees also must keep management informed of the expected length of jury duty service. If the required absence presents a serious conflict for management, an employee may be asked to seek a postponement or waiver of jury duty.

Section 19.3. Bereavement Leave. (a) Up to three (3) regularly scheduled consecutive working days will be provided to active full-time employees to attend the funeral of an "immediate family" member and deal with related personal matters. Part-time employees may also request bereavement leave, but their time off is without pay.

(b) "Immediate family" members consist of spouse, domestic partner, children (and their spouses), parents or step-parents, grandparents, grandchildren, brothers and sisters (and their spouses), mother-in-law, father-in-law or any other relation required by applicable law.

(c) Employees must inform the Editor prior to commencing bereavement leave. In administering this provision, the Employer may require verification of death.

Section 19.4. Voting Leave. In the event an employee does not have sufficient time outside of working hours to vote in a public local, state, or national election, the employee will be permitted by the Employer to take off the time (as authorized by the Employer) necessary to vote during the employee's regular working hours without penalty or deduction from pay. The Editor must be notified prior to Election Day so that the work functions can be covered.

Section 19.5. School Conference and Activities Leave. (a) Regular full-time employees will be provided with up to sixteen (16) hours of unpaid leave during any 12-month period to attend school conferences or school-related activities related to the employee's child (including conferences related to a pre-kindergarten program or child care services, provided the conferences or school-related activities cannot be scheduled during non-working hours.

(b) When attendance cannot be scheduled during non-working hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Employer's operations.

(c) This Section shall be administered in accordance with applicable law.

Section 19.6. Military Leave. (a) The Employer agrees to abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any other state or federal statute in effect or which becomes the law during the term of this Agreement with regard to the employment or reemployment of a person serving military obligations, whether such people are serving military obligations on a voluntary or involuntary basis, including obligations arising in the regular or reserve service of the United States or any state, territory or federal district. This Section shall not be construed as imposing any obligation not required by law.

(b) Employees must give notice to their supervisor regarding military leave as soon as they become aware of it.

(c) An employee's military leave will be without pay, but employees may use any available earned and unused PTO for the absence.

Section 19.7. Parental Leave. (a) Absences necessitated by medical conditions related to pregnancy are treated in accordance with the Employer's Short-Term Disability Policy, FMLA and other applicable law.

(b) Parental leave or leave for a birth or an adoption may be made available to either parent under the provisions of FMLA.

(c) If the Employer changes its parental leave policy for other employees of the *Bozeman Daily Chronicle* it shall notify the Guild. Upon written request it will meet with the Guild to discuss

those changes and, if the Guild agrees to the changes, incorporate them in a letter amending this Agreement.

Section 19.8. Discretionary Leave. The Employer, at its discretion, may grant employee unpaid leaves of absence, 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 as denied.

Section 19.9. Union Leave. An unpaid leave of absence not to exceed ten (10) days (cumulatively) shall be granted to bargaining unit employees for attendance at union conferences and training sessions. No more than one (1) employee shall be off on any day unless agreed to by the Employer. It is recognized that, due to the small size of the department, it may not be possible to provide union leave on the date(s) requested and union leave is subject to cancellation for legitimate business reasons, provided, that so long as the Employer is given two (2) week's advance notice, cancellation after the employee has incurred a non-refundable expense shall only be by mutual agreement between the Employer and the employee. Additional unpaid union leave may be extended by mutual agreement of the Parties.

Section 19.10. Volunteer Days. Bargaining unit employees shall be eligible for Volunteer Days on exactly the same basis and to the same extent as Bozeman Daily Chronicle employees of the Company not covered by a collective bargaining agreement without the need for further bargaining.

ARTICLE XX

EMPLOYEE SAFETY & HEALTH

Section 20.1. Sanitary Regulations. The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated, cooled and lighted place for the performance of all work.

Section 20.2. Hazardous Conditions. 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 20.3. Compliance with Law. (a) The Employer will comply with all applicable laws, standards, and regulations as they apply to providing a safe workplace for employees.

(b) In accordance with applicable law, employees shall not be penalized or discriminated against for reporting workplace safety or health issues or for exercising their rights as provided for in Section 20.2 (Hazardous Conditions).

Section 20.4. Safety Equipment. The Employer shall provide necessary safety equipment, based on the needs of a specific assignment.

ARTICLE XXI

GENERAL CONDITIONS

Section 21.1. Parking. Parking privileges will be extended to bargaining unit employees on the same basis as for non-unit employees.

Section 21.2. Drug and Alcohol Testing Program. (a) It is expressly recognized that the Employer currently has in place policies with respect to drug-free and alcohol free environment, which are part of the current terms and conditions of employment. Before making any material change in its policies in this regard, it shall notify the Guild and, upon request, meet to discuss the same. Unless prohibited by law, the Employer reserves the right to require an employee who it reasonably suspects to be violating these policies to consent in writing to a drug test/and or alcohol impairment test.

(b) A reasonable suspicion determination will be based on specific, contemporaneous, articulable observations concerning the following: physical signs and/or symptoms; behavioral signs and/or symptoms; speech as a sign and/or symptom; odor as a sign and/or symptom; and associated paraphernalia as a sign and/or symptom. Observations may include indications of chronic and withdrawal effects.

(c) 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 shift's pay.

(d) The refusal to submit to a test shall be considered the same as a positive test result.

Section 21.3. Right of Inspection. The Employer at its sole discretion may at any time inspect the contents of any desk, computers or other equipment *etc.* provided by the Employer to be used by employees for work. Employees shall have no expectation of privacy with respect to any desk, computers or other equipment provided by the Employer to be used by employees for work or the contents thereof.

Section 21.4. Paydays and Pay Periods. The Employer at its sole discretion may change paydays and pay periods, provided that thirty (30) days' prior notice to employees and the Guild is given. The Employer and the Guild will meet and discuss the details of the transition plan.

Section 21.5. Use of Technology for Business Purposes. Consistent with applicable law, the Employer may utilize any available technology for legitimate business purposes such as controlling access to facilities, preventing harassment or theft, recording time, and providing for the safety of its employees and others. Prior to the use of such technology, all bargaining unit employees shall be notified of the equipment to be installed, the location of such equipment and the date its use will commence.

Section 21.6. Bulletin Board. The Employer agrees to provide a bulletin board suitably placed for the exclusive use of the Guild.

Section 21.7. 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 in a private space that is not a bathroom each time they need to pump.

Section 21.8. Personnel File. An employee shall receive a copy of any document placed in their personnel file, including written comments concerning the employee received from the public by the Editor. The employee shall be allowed to place a reply to any statement or documents in their personnel file. An employee shall have the right to examine their file(s) at reasonable times.

ARTICLE XXII

PART-TIME, TEMPORARY EMPLOYEES, INTERNS AND FELLOWS

Section 22.1. Part-Time & Temporary Employees and Interns. (a) Employees may be employed by the Employer on a part-time or temporary basis or as interns in any classification covered by this Agreement.

(b) Part-Time Employees. (i) A part-time employee is one who is hired to work fewer than thirty (30) hours in a work week. Hours worked by a part-time employee in a work week may increase to thirty or more hours or decrease based upon business needs without changing the employee's part-time status. The Employer will comply with all applicable law.

(ii) Part-time employees shall be paid not less than the minimum rates set forth in Article XII. Benefits for part-time employees shall be in accordance with benefit plan documents and the Handbook as provided in Section 3.2(b) and as required by applicable law.

(c) Temporary Employees. (i) Except as provided at Section 22.2 (b), a temporary employee is one employed on a special project for a period of no more than *six (6)* months (subject to extension by mutual agreement of the Employer and the Guild), except in cases where a temporary employee is hired to replace an employee on leave, in which case the temporary employment may be for the duration of the leave.

(ii) Temporary employees employed directly by the Employer shall be paid not less than the minimum rates set forth in Article XII. Benefits for temporary employees shall be in accordance with benefit plan documents and the Handbook as provided in *Section 3.2(b)* and as required by applicable law.

(d) Interns. Interns are defined as students currently or recently enrolled in a college program. Interns may be hired and work for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Interns shall be paid not less than the greater of the state or federal minimum wage and shall receive no other payments or benefits except to the extent required by law.

Section 22.2. Journalism Fellows. (a) Journalism fellows (*e.g.*, Report for America) are journalists or aspiring journalists whose compensation is paid in whole or in part by a third-party organization (grant funded). Fellows may perform any work that may be assigned to bargaining unit employees. Fellows' total hourly compensation shall not be less than the minimum rate provided for in this Agreement at Section 12.1(b).

(b) With respect to participation in benefit plans as provided for in Article XVII and other benefits (*e.g.* holidays and paid time off), journalism fellows working on a full-time basis shall be eligible to participate on the same basis as any other full-time employee. The Employer may also employ journalism fellows on a part-time basis, in which case they will be governed by Section 22.1(b).

(c) Fellows may be terminated at any time and shall not be eligible for any separation benefits and are not covered by layoff protections of Section 10.2 (Dismissals to Reduce the Force).

ARTICLE XXIII

SEVERABILITY

Section 23.1. Severability. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause(s) shall be finally determined to be in violation of the law, then such clause(s) only, to the extent only that any may be so in violation, shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of the clause, sentence, or paragraph in which the offending language may appear.

ARTICLE XXIV

ENTIRE AGREEMENT

Section 24.1. Entire Agreement. This Agreement represents the complete and entire agreement between the parties and there are no practices, understandings or agreements, written or oral relating to wages, hours, or other terms and conditions of employment except those set forth herein or expressly incorporated by reference.

Section 24.2. No Limitation by Custom or Practice. The rights of the Employer and the Guild as provided for in this Agreement cannot be limited or modified by custom or practice but only by written and dated agreement of the Parties, provided that no such purported agreement will be binding on the Parties unless: (a) it is signed by the Editor and the Unit Chair of the Guild, (b) expressly states in writing that “it is the intention of the Parties to modify a provision the Parties’ written Collective Bargaining Agreement,” and (c) is witnessed by the signature of a second manager or supervisor and by a second officer or representative of the Guild.

ARTICLE XXV

DURATION & RENEWAL

Section 25.1. Duration. This Agreement shall commence on the first day of the first payroll period following the date accepted by the Guild and expire the last day of the last full payroll period in January 2030.

Section 25.2. Renewal. (a) The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least sixty (60) days prior to the expiration date of this Agreement as provided in Section 25.1 (a) above. In the event such notice is not given by either Party, this Agreement shall continue in effect until sixty (60) days’ written notice is given by either Party. Upon the giving of such notice, the Parties shall enter into negotiations as soon as possible. In the event such notice is not given by either Party, this Agreement shall continue in effect until such notice is given, at which time negotiations shall be entered into as soon as possible.

(b) After notice as provided for in Section 25.2(a) above is given, the terms and conditions of this Agreement shall remain in full force and effect unless and until fourteen (14) 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, after fourteen (14) days written Termination Notice has been given, the no strike/no lockout pledge will no longer be in effect and, except to the extent required by law as set forth by the Supreme Court in *Litton Financial Printing Division v. NLRB*, 501 US 190 (1991), neither Party will be obliged to arbitrate.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this 24th day of April, 2026.

By: Katy Glass
On behalf of the Employer

By: Tony Mulligan
On behalf of the Guild

APPENDIX A

APG PTO ACCRUAL SCHEDULE



PTO ACCRUAL	30 Hour Work Week	35 Hour Work Week	37.5 Hour Work Week	40 Hour Work Week
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Years of Service	Annual PTO Accrual	Hours Accrued Per Pay Period	Hours Accrued Per Pay Period	Hours Accrued Per Pay Period	Hours Accrued Per Pay Period
Upon Hire	2 weeks	2.49	2.91	3.12	3.33
After 1 year	3 weeks	3.75	4.37	4.68	5
After 5 years	4 weeks	5	5.83	6.24	6.66
After 10 years	5 weeks	6.25	7.28	7.81	8.33
After 20 years	6 weeks	7.5	8.75	9.375	10