

**Blue Ridge NewsGuild
Tentative Contract Agreement**

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PREAMBLE

This contract and agreement is made effective _____ by and between Charlottesville Daily Progress, hereinafter known as the “Employer,” “the Publisher,” , or “the Company,” and the Washington-Baltimore Newspaper Guild-CWA, Local 323035, of The NewsGuild-CWA, AFL-CIO-CLC, hereinafter known as “the Guild” or “the Union,” for itself and on behalf of all Daily Progress Newsroom Department employees, except for those exempted under Article I, Coverage, Jurisdiction and Exemptions.

ARTICLE 1 COVERAGE AND JURISDICTION

1. This Contract covers all full-time and regular part-time News Department employees employed by the Charlottesville Daily Progress, as defined in the NLRB RC Petition but excluding other employees who are exempt as defined in the National Labor Relations Act.

2. The following job titles are non-exempt and covered by this CBA:

- Reporter
- Sports Reporter
- Sr. Reporter
- Page Designer / Copy Editor
- Photographer
- Newsroom Assistant
- Features Editor
- Digital Content Editor

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

- (a) The kind of work either normally or presently performed by employees within the bargaining unit covered by this Contract.
- (b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed by employees in the bargaining unit, and.
- (c) Any other kind of work assigned to be performed by employees in the bargaining unit.

4. The Employer is free to use stringers so long as such use does not result in the layoff of an employee or the elimination of a bargaining unit position. The News Department manager and supervisors may create and publish content and perform other bargaining unit functions as needed, so long as such work does not result in the layoff of an employee or the elimination of a bargaining unit position.

5. The Employer may use wire services or other outside providers to obtain world, national, regional or otherwise relevant content.

ARTICLE 2 UNION RIGHTS

1. It is understood that current Virginia law prevents the Parties from enforcing a union membership requirement. In the event that a union membership requirement provision becomes legal in the state of Virginia, the parties agree to meet to discuss the effect of the law.
2. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement.
3. The Publisher agrees to provide a bulletin board suitably placed in the newsroom for the exclusive use of the Guild. The publisher and Union shall jointly determine the location and size of the bulletin board. Only the Guild is permitted to place notices on the Guild bulletin board. Guild members are not permitted to post notices anywhere else except for their cubicle.
4. Two (2) employees at a time shall be excused from work to participate in contract negotiations. The Union will provide Management with reasonable notice of which employees will be excused from work for negotiations. These employees shall be allowed to make up missed work (time spent in negotiations) if operationally possible.

ARTICLE 3 DUES CHECKOFF

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

Assignment and Authorization to Deduct Guild Membership Dues
To: Charlottesville Daily Progress

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

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between the Employer and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given

by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of evocation shall become effective for the calendar month following the calendar month in which the Employer and Union receives it.

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

Employee's signature

Date signed

ARTILE 4 EMPLOYEE INFORMATION

Section 1. Annual Employee Information

The publisher shall furnish the Guild annually the following information in connection with employees represented by the Guild:

- A. name
- B. date of hire
- C. job title
- D. rate of pay
- E. work location
- F. date of birth
- G. ethnic group, if identified
- H. gender or gender identity, if identified
- I. home address

Section 2. Monthly Employee Information

The Publisher shall notify the Guild monthly, in writing or electronically, of:

- A. new bargaining unit employees – including all the information required in Section 1.
- B. changes in job title for bargaining unit employees and effective date.
- C. Salary/wage changes for bargaining unit employees and effective date.
- D. resignations, terminations, , retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.

ARTICLE 5 HIRING OF EMPLOYEES

1. The Publisher shall electronically post notices of all bargaining unit vacancies or new positions it intends to fill and allow employees a minimum of five days to apply before considering outside candidates.

2. When a position is not filled internally, the Publisher shall interview at least one member of traditionally underrepresented groups who apply and meet the minimum qualifications for the job. Underrepresented groups include, but are not limited to, African Americans, women, Latinos, Asians and LGBTQ people. The Labor-Management Committee will create an annual plan for recruiting diverse talent to the news staff. When women or members of traditionally underrepresented groups leave, the Publisher shall strive to conduct an exit survey about their experience about the publication and share the responses with the union in order to help both the management and the union work together in building a more supportive newsroom environment. Such information shall be confidential and not shared on any public forums.

3. The Employer will provide reasonable accommodation to qualified individuals with disabilities if the accommodation would allow the individual to perform the essential functions of his or her job, unless doing so would create an undue hardship for the employer. It is the responsibility of an employee to request a reasonable accommodation. All requests for accommodations must be submitted in writing to the Human Resources Department. The Employer has the right to request medical information concerning an employee's disability and his or her need for an accommodation.

4. After a new part-time or full-time employee completes a satisfactory ninety (90) calendar day probation period (which includes the first day of employment), said person shall be considered an employee with tenure according to the conditions of this agreement effective as of the date of hiring. The ninety (90) calendar day probation period may be extended by an additional forty-five (45) calendar days for any employee by mutual agreement of the Publisher and the Union prior to the expiration of the original ninety (90) calendar days. If the Publisher requests an extension of the probationary period prior to the expiration of the original ninety (90) days and the Union acknowledges such a request, the Publisher's rights shall be extended until the Union responds in writing to the request. This section shall not apply to temporary employees.

5. If, in the opinion of the Publisher, the employee has proven his or her competency in less than the trial period, the employee may be so certified as an employee.

6. The Publisher shall give reasonable, written advance notice to a probationary employee of any weaknesses that may exist in his or her performance that, if not corrected, could result in his or her discharge prior to or on the expiration of his or her probationary period and shall notify the employee of a request for a probationary-period extension prior to the original expiration date. It is expressly understood that this section does not create any right of tenure of employment for a probationary employee.

7. The Union shall not contest or challenge any employee termination or discipline conducted during the probationary period.

ARTICLE 6 LAYOFF AND RECALL

1. The Employer shall have the right to dismiss employees to reduce the force for economic reasons. The Publisher shall give the Guild and affected employees at least two weeks advance notice or pay in lieu of notice of its intent to conduct a layoff. The notice shall be in writing and shall include the position(s) affected.

2. Employees in the affected job classifications may volunteer for the layoff by seniority. Approval will be based upon the remaining employees being qualified to perform the job assignments. If no employee volunteers for the layoff, the employee with the least seniority will be the first laid off from that job except that the publisher may exempt no more than three (3) employees from the layoff. Employees volunteering for layoff shall receive the same layoff benefits per Section 6 of this Article as if involuntarily laid off.

3. Except for employees who volunteer for a layoff, laid off employees shall be placed on the recall list for twelve (12) months. Recalls shall be by seniority.

4. Any notice of re-employment eligibility to an employee who has been laid off shall be made by email to their last known email or mail to the last known address of the laid-off employee. The employee must respond within ten (10) business days of receipt or will be subject to removal from the recall list.

5. Where Seniority is cited in this Collective Bargaining Agreement, it shall be calculated from date of hire, unless there has been a break in service for longer than one (1) year.

6. Employees terminated because of layoff shall receive one (1) weeks severance pay for each year of service, or fraction thereof, with a minimum of four (4) weeks and up to a maximum of eighteen (18) weeks. For the term of this contract, employees with more than twenty years service shall have a maximum of twenty-six weeks severance. Employees who receive severance payments under any section of this Agreement shall be required to sign the standard negotiated separation agreement, including a release of all claims against the Employer.

7. The Publisher may enter into individual discussions with employees and may offer monetary payments or other incentives, at its discretion, in exchange for an employee's voluntary termination of employment. The Company shall notify the Union of the terms of any such offers made to the employee. If the Company offers a buyout to a group of employees, the Company shall notify the Union in advance of the terms of any such offers to be made to employees. In any buyout initiated by the Company, the Company shall offer as one option an amount at least equal to the value of severance as provided in Section 6 of this Article, to be paid to each employee who accepts the buyout offer and voluntarily resigns. Alternatively, an employee freely and of their own volition and without coercion may initiate buyout discussions. When an employee initiates such an offer, the buyout amount may be any sum agreeable to the employee and the Company. In such an employee-initiated buyout, the Company shall notify the Union of the terms.

8. The laid off employee shall be eligible to continue medical and dental insurance through the end of the month he or she is laid off. Effective January 1, 2021 medical, dental and vision insurance will end the day the employee is laid off.

ARTICLE 7 DISCIPLINE

1. There shall be no discipline or discharge except for just cause.
2. Progressive discipline will generally be represented by the following:
 - Oral Warning
 - Written Warning
 - Final Written Warning and / or suspension
 - Discharge

The Publisher reserves the right, on a case by case basis, to repeat or skip one or more levels of discipline and or move to immediate discharge based on the severity of the infraction. All discipline is subject to the just cause standard and the grievance and arbitration process set forth in this Agreement. The reason for any discipline shall be made in writing to the employee and the Guild at the time of the discipline.

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

4. An employee shall receive a copy of any documents that will be placed in their personnel file. The employee shall be allowed to place a reply to any such statement or documents in their file. An employee shall have the right to examine their file or files at reasonable times by making an appointment with Human Resources.

ARTICLE 8 GRIEVANCE AND ARBITRATION

1. **Grievance Definition:** The term “grievance” shall mean any dispute between the Publisher and the Guild, or between the Publisher and any Employee covered by this Agreement, arising from the application of this Agreement or affecting the relations between the Employee and the Publisher.

2. Grievance Procedure

A. Step 1

A grievance shall be filed in writing within ten (10) business days of when the incident becomes known or should have become known to the Employee or the Guild, whichever date is earliest, specifying the nature of the grievance and the contractual article or articles, if any, upon which the grievance is based and the remedy sought. The Publisher agrees to convene a step 1 meeting within five (5) business days of the written notice by the Guild. The meeting should include the grievant(s) and no more than two representatives from the Guild or management. The Publisher shall respond in writing within five (5) business days of the step

1 meeting. When business days are referenced in this Article and elsewhere in this Agreement, it shall be defined as weekdays exclusive of both weekend days and holidays under the Holiday Article 12 of this agreement.

B. Step 2

If not resolved at the step 1, the Guild shall have ten (10) business days after the receipt of the written response to request in writing a step 2 meeting. The Publisher agrees to convene a Step 2 meeting within five (5) business days of the Step 2 written request. In addition to the grievant, no more than two representatives of the Guild and two members of management shall be allowed to attend. The Publisher shall respond in writing within five (5) business days of the step 2 meeting.

3. Arbitration: If no settlement of the grievance is reached in step 2, the Guild may, within fifteen (15) business days of receipt of the written response in step 2, submit a demand to the Publisher for binding arbitration. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, the moving party shall submit the matter to the American Arbitration Association and an arbitrator selected under AAA rules. All costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If a party refuses to pay its share of the cost of a stenographic transcript, the party waives its right to receive or view any copy of the transcript or the original transcript.

4. Jurisdiction of Arbitrator: The jurisdiction of the Arbitrator is limited to:

- (i) The arbitrator shall have no powers or authority to add to, subtract from, or in any way modify the terms of the contract.
- (ii) The rendition of a decision or award in writing that shall include a statement of the reasoning and grounds upon which such decision and award is based; and
- (iii) The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and the arguments presented in the written briefs of the parties.

5. Bargaining unit employees: Acting as shop stewards shall be allowed reasonable time to investigate, process and present grievances during work time provided that such activity does not disrupt the work, the supervisor has been given proper notification, either via phone call or in writing, of the steward's need to conduct Union Representation work. Grievant(s) and steward shall be allowed to attend arbitration hearings without loss of pay.

6. Deadlines: The Publisher and the Guild may mutually agree to extend the deadlines set out in each step of the grievance and arbitration procedure. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline or to permit an untimely request for an extension or an untimely grievance shall not be precedential.

7. The process outlined in this Article shall also apply to the Publisher if the Publisher files a grievance.

ARTICLE 9 NON-DISCRIMINATION

1. The Publisher shall not discriminate in matters of hiring, training, promotion, transfer, layoff, termination or otherwise because of race, color, religion, national or ethnic origin, ancestry, physical or mental disability, age, marital or parental status, pregnancy, genetic predisposition or carrier status, political belief, sex or sexual orientation, gender identity, military or veteran status.

ARTICLE 10 HARASSMENT-FREE WORKPLACE

The Company is committed to providing employees with a work environment that is free of harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age, disability, veteran status or any other legally protected status. It is the responsibility of all employees of the Company to ensure that no employee is illegally discriminated against. Harassment of any employee or vendor is strictly prohibited.

“Harassment” includes unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct based on an individual’s race, color, religion, sex, sexual orientation, gender identity, national origin, genetic information, age, veteran status, mental or physical disability, marital status or any other legally protected status. Such conduct violates this policy if:

1. Submission to such conduct is made, either implicitly or explicitly, a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making employment decisions affecting an individual;
3. Such conduct by an individual occupying a position of power, influence or authority over another has the purpose or effect of unreasonably interfering with the other individual’s performance or creating an intimidating, hostile or offensive environment;
OR
4. Such conduct, occurring in the workplace, is offensive to a reasonable person and causes discomfort or humiliation and/or interferes with the recipient’s job performance.

An action need not rise to the level that it is a violation of state or federal/national law before it will be considered a violation of this policy. The Company policy may be stricter in its application and prohibit a broader range of conduct than would be required to meet a legal definition of harassment as applied by the courts or government agencies.

Examples

Examples of conduct which may constitute sexual harassment include, but are not limited to, degrading sexual comments, unwelcome propositions, requests for sexual favors or activity, inappropriate touching in a sexual or abusive manner (e.g. pinching, hugging, patting or repeatedly brushing against another individual’s body) or a suggestion, threat or action that

makes the affected individual's employment opportunities or benefits subject to submission of sexual demands, harassment or sexually offensive conduct.

Examples of conduct which may constitute harassment include, but are not limited to: epithets or slurs; negative stereotyping; threats, intimidation or hostile acts based on a prohibited factor; or written or graphic materials that denigrate, show hostility or show aversion toward an individual or group because of a prohibited factor which are placed on walls, bulletin boards or elsewhere on Company property, or are published or circulated in any form of print, digital or other form of media.

ARTICLE 11 HOURS OF WORK AND OVERTIME

1. For full-time employees the standard work week shall be five (5) days, forty (40) hours-except that employees may be required to work a four (4) day, forty (40) hour week or other configuration to achieve forty (40) hours. There shall be no reduction in the forty (40) hours work week except by mutual agreement.

2. The standard working day shall generally consist of eight (8) hours falling within nine (9) consecutive hours. In the case of a four (4) day workweek, ten (10) hours shall generally fall within eleven (11) consecutive hours. Employees may be scheduled to work longer or shorter days within the workweek, based on operational needs.

3. The Publisher shall compensate for overtime at the rate of time and one-half of the employee's regular hourly rate. Except in unforeseen breaking news circumstances, subject to Section 8(c) below, employees shall seek management approval before working overtime. Overtime shall be defined as hours worked beyond forty (40) hours in a workweek. Paid time off will not count towards any overtime calculations.

Example:

The employee has scheduled 8 hours of vacation and is planning to work the remaining 4 days (32 hours). The employee actually works 35 hours. The employees pay breakdown is as follows:

- *35 Regular Hours*
- *8 Vacation Hours*

Total Hours 43 Hours (No Overtime because time actually worked is less than 40 hours.)

The Publisher will endeavor to evenly distribute overtime and rotate overtime so that no single employee is burdened with excessive amounts of overtime work except where operational and skill requirements do not permit.

(a) The Publisher shall cause a record of all overtime to be kept with such record to be made available to the Guild upon request. The Guild may not make requests for all employees more than twice in any calendar year, but the Guild may request overtime records more frequently by submitting written information requests for work groups or individuals as overtime issues arise.

(b) No employee shall, without his or her consent, be scheduled to work more than six (6) consecutive days without being given at least one (1) day off.

4. A full-time employee who is called in to work on his or her scheduled day off shall be compensated at a rate of time and one-half of straight time for all hours worked. Such employee shall receive a minimum of two (2) hours at the overtime rate of pay or actual time, whichever is greater.

5. Employees may be called back to their work site by management after their regular day or night work due to unanticipated operational needs. Employees called back after the regular day's or night's work shall receive a minimum of two (2) hours' pay at the overtime rate, or actual time, whichever is greater. However, in the case of a callback, the employee, with manager approval, may take time off during the payroll period to avoid overtime.

6. Consistent with past practice, when operational needs allow, employees shall be provided reasonable time off between the completion of one shift and the beginning of the employee's next shift. It is agreed that operational needs may not allow for reasonable time off between shifts for coverage of news events such as but not limited to municipal, state and federal elections.

7. Work schedules shall be posted in each department with at least fourteen (14) days' notice. Management may change schedules with seven (7) days' notice or with less notice if by mutual agreement with the affected employee or if an emergency situation exists. Employees shall be allowed to trade shifts and/or days off provided (a) no overtime shall be paid as a result of such trade and (b) the supervisor agrees in advance to each instance of a trade.

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

9. The Publisher will endeavor to evenly distribute night and weekend shifts and rotate such shifts so that no single employee is burdened with excessive amounts of night or weekend shifts

except where operational or skill requirements do not permit or when such a schedule is a specific requirement of an employee's job.

ARTICLE 12 HOLIDAYS

1. The recognized holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
2. With the exception of staff who normally work on weekends, when a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday.
3. Full-time employees who are not required to work on a holiday that falls on a regularly scheduled day of work will receive their regular day's pay.
4. Full-time employees who are required to work on a holiday will be paid the straight-time rate for actual hours worked plus eight (8) hours of holiday pay at the straight time rate of pay. The employee may elect to take the paid day off within 45 days of the holiday on a day mutually arranged with the department head, in which case the employee will be paid straight time for the observed holiday worked.
5. Part-time employees who work on a recognized holiday shall be compensated at double their regular rate for the hours actually worked or the equivalent paid time off.
6. If a holiday falls on an employee's regular day off, he or she shall be given pay for their standard hours worked at the straight time rate of pay or a paid day off within forty-five (45) days of the holiday on a day mutually arranged with the department head. If an employee fails to take a paid day off within such 45-day period, the right to take such paid day off expires. If management prevents the employee from using the paid day within such 45-day period, the employee shall be given additional time to use the day.
7. One additional day with pay will be given each year after three (3) months of active employment. This floating holiday will be scheduled by mutual agreement between the employee and supervisor. There will not be compensation for any unused floating holiday when an employee terminates employment with the Company for any reason.
8. An employee may request of his/her manager to substitute a Company recognized holiday for a religious holiday that the employee observes. The manager will determine if the request makes sense for the operation and approve at his/her discretion. The request shall be made to the department head not less than three (3) weeks before the religious holidays chosen. Such requests shall not be unreasonably denied.
9. An employee's regular day off will not be changed or shifted to avoid payment of holiday premium pay he or she normally would receive.

ARTICLE 13 VACATION

1. Regular full-time active employees are eligible for paid vacation on a fiscal year basis in accordance with the schedule outlined below. Paid vacation is intended to be earned and used in the same fiscal year but may be carried over and used in the following fiscal year as provided below.

2. Employees who average thirty (30) or more hours of work per week are eligible for paid pro-rated vacation.

3. Eligible employees as defined in section 1 and 2 above shall accrue vacation time in each pay period in a given fiscal year up to a maximum amount based on the number of years of continuous full-time service and regularly scheduled hours worked.

4. The following schedule shows the maximum accrual amounts based on length of service:

Continuous Years of Regular Full-Time Service Maximum Vacation Accrual Available

- 0 – 5 Years: Up to 80 Hours based on regularly scheduled hours
- After 5 Years of Service: Up to 120 Hours based on regularly scheduled hours
- After 10 Years of Service: Up to 160 Hours based on regularly scheduled hours

5. Vacation not scheduled by the employee by the first Monday of June (starting in 2021) of the fiscal year in which it is due may be scheduled by the Employer to be taken by the end of the fiscal year. The Employer will consider any special or unforeseen circumstances that may result in the need for the Employee to re-schedule the vacation, and the permission to do so shall not be unreasonably denied. Any vacation not scheduled by the Employer under this section shall be carried over to the next fiscal year. For the 2020 transition year, bargaining unit members employed as of the effective date of this contract shall retain all accrued but unused (BH Media) vacation as of that date through December 31, 2020. If an employee leaves prior to December 31, their accrued but unused BH Media vacation shall be cashed out as well as any “Lee” vacation that has been accrued.

6. Within a fiscal year, employees shall be allowed to use vacation before it is accrued to the maximum accrual amounts provided in Section 4 above. During the first year of employment, the maximum vacation available to take by a new employee will be pro-rated based on the employee’s start date.

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

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

9. The Company agrees to grandfather Bryan McKenzie and Jane Sathe at a vacation rate of 200 hours for the term of this Agreement.

10. If upon termination, an employee has used more vacation than earned in the current year, vacation pay in that amount must be repaid by the employee and such amount may be deducted from an employee's final wage payments or other sums owed by the Publisher to the employee.

11. Employees shall schedule vacation with their supervisor and should request vacation time off as far in advance as possible. The supervisor shall not unreasonably deny requested vacation dates but may limit the number of employees on vacation at any given time based on operational needs. If the number of employees on vacation must be limited, full-week vacation requests shall take priority over single-day requests. Approved vacation may only be changed by management due to operational emergencies.

ARTICLE 14 PARENTAL LEAVE

1. Eligible employees will be allowed time off to care for a newborn child or a newly-placed adopted or foster child 17 years or younger (this does not include adoption of a stepchild by a step parent) as provided under the Family and Medical Leave Act ("FMLA"), and this Agreement.

2. Full-time employees who have been continuously employed for at least one (1) year are eligible for two (2) weeks of paid parental leave within the first ninety (90) days prior to and/or following the expected birth or adoption of a child (who is not already a step child).

3. Parental leave must be used within twelve (12) months of the birth or placement of a child.

4. Eligible employees may take unpaid parental leave, after they exhaust the paid leave provided in sections 1 and 2 of this Article, for a total leave period that cannot exceed twelve (12) weeks. Employees granted such an unpaid leave of absence will not be eligible for another unpaid leave for twenty-four (24) months from their return from leave, unless otherwise provided by law. In special circumstances, and operations permitting, unpaid leave may be extended with the approval of the publisher.

5. Use of Other Paid Leave: In addition to the paid parental leave in Section 2 above, Employees may use accrued vacation, sick and personal leave during any otherwise unpaid portion of parental leave.

ARTICLE 15 SICK LEAVE, BEREAVEMENT LEAVE, LEAVES OF ABSENCE, JURY DUTY

1. Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury or disability. Sick leave may be used to cover absences caused by the illness of or injury to the employee, employee's immediate family or domestic partner. Illness or injury shall include doctor or dental appointments. Employees should notify their manager of the need to use sick leave as far in advance as possible.

2. Sick leave shall be paid at the employee's regular rate of pay.

3. Full time employees shall be granted fifty-six (56) hours of sick leave each fiscal year. Upon hire, new employees shall be granted a prorated amount of sick leave equal to .5833 days per full month remaining in the fiscal year. Employees on staff as of October 1, 2020, shall retain up to three days of unused sick days for the transition year of 2020. Upon separation of employment, accrued, unused sick leave shall not be paid out.

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

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

6. Jury Duty: If an employee is called for jury duty or as a witness by court subpoena, the employee shall be given full pay, less any stipend provided by the court. An employee summoned for jury duty or jury qualification must notify their supervisor as soon as practicable. An employee scheduled to work nights shall be excused from work on any day they serve as a juror. The above provisions shall also apply to any employee who is subpoenaed to testify in any court or administrative proceeding provided the employee is not a defendant in such proceedings, unless he or she is a defendant in an action that is job-related.

7. Military Leave: Leaves of absence for the performance of duty in the U.S. Armed Forces or with a Reserve component thereof will be granted in accordance with applicable law. An employee may use vacation or personal leave for this purpose, at their own discretion.

8. Bereavement Leave: Full time Employees shall be allowed three (3) days bereavement leave without loss of pay in the event of a death in their immediate family. Immediate family is defined as mother, father, mother-in-law, father-in-law, grandfather, grandmother, son, daughter, stepchildren, stepmother, stepfather, foster parent, spouse, domestic partner, sister, brother, sister-in-law, brother-in-law, spouse's grandmother or grandfather or any other blood relative living under the same roof. The family members included in the definition of immediate family because of relationships by marriage (i.e. "in-laws") will also be considered part of an employee's immediate family when the relationship is through domestic partnership. Any exception to the above policy regarding paid length of leave or familial relationship may be granted with the approval of the supervisor. If long distance travel (300 miles or more) is required to attend a funeral, memorial service and/or assist in arrangements thereof, the employee shall be granted two (2) additional days of paid leave to accommodate them for time

lost in travel. Regular scheduled day(s) off and holidays shall not count against an employee's entitlement to paid leave under this section, but no leave shall be granted while an employee is on unpaid leave, except for in cases of an employee using FMLA to take care of a sick family member who later died.

Definition of Domestic Partner: For the purpose of clarity is using any eligible leave for the care of an employee's domestic partner, the Publisher recognizes that a domestic partner may be a person either of the opposite sex or of the same sex as the Employee and must be a person who:

- Is at least eighteen (18) years of age;
- Has had the same principle place of abode with the Employee;
- Is not related to the Employee by blood;
- Is not married to, or the domestic partner of, any other person.

9. Union Leave: Upon request, and after management approval, unpaid leaves of absence may be granted to delegates elected to The NewsGuild, CWA or AFL-CIO conventions or trainings, both national and local; to delegates elected to special meetings called by The NewsGuild; and to employees elected or appointed to local or national Guild, CWA or AFL-CIO office or position. The number of employees allowed on a union leave shall be limited to one at a time. Requests for such leaves must be made at least thirty (30) days in advance. Management approval shall not be unreasonably denied.

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

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

In accordance with applicable law the Company shall determine in each case whether an absence qualifies as a FMLA leave. When an employee goes on a qualified FMLA leave they are required to first use all available sick leave and when sick leave is exhausted, use up to one half of their accrued annual leave. At that time, if eligible, Short Term Disability benefits commence. Leave taken for any purpose by an employee who is eligible for FMLA leave will be designated by the Company as FMLA leave, even if the employee has not specifically requested FMLA leave. FMLA leave will run concurrently with any paid leave.

Eligibility

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

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

Should the number of employees fall below 50 (fifty), the publisher agrees to provide FMLA benefits as described above to employees who otherwise would be covered by FMLA.

11. An employee returning from an approved leave of absence shall be guaranteed to return to the same or equivalent position and shall be entitled to his or her same pay plus any across-the-board increases given during their leave.

ARTICLE 16 HEALTH & WELFARE, VISION, DENTAL, PRESCRIPTION

1. The Publisher shall continue to offer insurance coverage in effect at the signing of this contract, or reasonably comparable plans, including Medical, Dental, Vision, Life/Accidental Death and Dismemberment (“AD&D”) Insurance plans, Sickness and Accident coverage (“Short-Term Disability”), and Flexible Spending Accounts (Section 125 Plan) to eligible employees covered by this collective bargaining agreement, upon proper enrollment.

2. Employees shall become eligible the first of the month following one full calendar month from the date of eligible employment.

3. The Publisher reserves the right to change the plans, including co-pays, deductibles, out of pocket maximums, rate and coverage as necessary. Communication of changes will be made prior to the annual open enrollment period.

4. Employees will continue to be covered by the BH Media health plans through December 31, 2020 and switch to the Lee plans January 1, 2021. As of that date, Employees will continue to pay premiums equal to the BH plan they are covered by, and the publisher shall pay 100% of the difference between the BH Media rates and the Lee rates. As of January 1, 2022, Lee will pay 75% of the difference in premiums. Premiums for Employees not currently on the BH Media plan, but who later become covered by Lee, shall receive a subsidy no greater than the difference between the HDHP BH Media Plan and the HDHP Lee Plan (100% in 2021 and 75% in 2022).

5. For Dental and Vision, unit employees shall pay no more than the amounts paid by non-union employees of the Publisher.

ARTICLE 17 RETIREMENT PLAN

1. The BH Media 401k plan, as provided for bargaining unit employees shall be maintained unchanged until bargaining unit employees are included under the Lee Enterprises 401k Plan. Such transition to the Lee 401k plan is expected to occur no later than January 1, 2021.

2. All employment service counted toward vesting service under the BH Media 401k plan shall be counted as vesting service under the Lee 401k plan. All funds in each employee's BH Media 401k account including employee contributions, employer match, rollover amounts and earning on such investments shall be transferred to the Lee Enterprises Employees Retirement Account plan. The vested percentage of Employee and Employer contributions earned under the BH Media 401k plan will transfer respectively to the Lee Enterprises Employees Retirement Account Plan. Unvested amounts will continue to vest under the current BH Media Group vesting schedule.

3. Upon transition to the Lee 401k plan the Employer shall offer a 401(k) plan to employees covered by this Agreement as follows. Employees shall be eligible to enroll in the plan effective the first of the month coinciding with or following thirty (30) days from date of hire. All employees who become eligible will be automatically enrolled into the Retirement Account Plan to make per-tax employee contributions equal to 3% of the employee's pay each payroll period. At any time, employees may adjust or end contribution percentages. Employees shall be immediately vested in their contributions to the plan.

4. An employee shall become eligible for an Employer match once the employee completes a Year of Eligibility Service. A Year of Eligibility Service is a period of twelve consecutive months during which the employee works 1,000 hours or more. The first measurement period of years of eligibility service is the employee's Anniversary Year, the employee's first twelve months of employment. If the employee did not have 1,000 hours or more of service in their Anniversary Year, the next measurement period is each Plan Year thereafter. A plan year is January 1 – December 31. The Employer Match will begin the first of the month after meeting the eligibility requirement. Lee Enterprises will match 40 percent of the first 5 percent of pay contributed by the employee.

5. Employees are always 100% vested in their employee contributions and in rollover contributions, as well as in any investment earnings on such funds. The employee is legally entitled to a full distribution of such funds when their employment ends.

6. After the transfer from the BH Media Plan to the Lee Enterprises plan is completed, new participants in the plan beginning 1/1/2021 shall become vested in Employer contributions and the earning on these contributions based on years of vesting service with the Company. A year of vesting service is defined as a Plan Year (calendar year) in which an employee completes 1,000 hours or more of service.

Vesting in the Employer contributions is based on the following table and as follows.
Vesting Service:

Year of Service (1,000 hours)	Vested percentage
1 year	10%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

Employees automatically become 100% vested in matching contributions if they (a) attain age 55 while employed and have at least five years of service, (b) terminate employment as a result of total and permanent disability, (c) terminate employment as a result of death, (d) attain age 59 ½ while employed.

The provisions of this Article shall remain unchanged for the term of this Agreement.

ARTICLE 18 WAGES

1. On the effective date of this agreement, the minimum salary for all positions shall be as listed below. Employees below the minimum shall be raised to the minimums on that date.

Reporter	\$16.59 / Hr.	\$34,500
Sports Reporter	\$16.59 / Hr.	\$34,500
Designer / Copy Editor	\$16.59 / Hr.	\$34,500
Photographer	\$16.59 / Hr.	\$34,500
Newsroom Assistant	\$16.59 / Hr.	\$34,500
Features Editor	\$17.31 / Hr.	\$36,000
Digital Content Editor	\$17.31 / Hr.	\$36,000
Sr. Reporter	\$17.31 / Hr.	\$36,000

Part-time employees will be paid a rate no less than 85% of the minimum rate paid to full time employees in any job title. For employees with 20 or years of experience with the Publisher, the minimum shall be \$48,500.

2. Effective October 1, 2020, except as noted below, all covered employees shall receive a two percent (2%) wage increase. Employees raised to the minimum above are not eligible for the October 1, raise, unless their increase was less than two percent, in which case their wage shall be increased to equal two percent.

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

ARTICLE 19 PART-TIME, TEMPORARY EMPLOYEES AND INTERNS

1. A part-time employee is one who is hired to work fewer than thirty (30) hours in a work week.
 - (a) Normally, part-time employees will not be scheduled to work more than five (5) days in a work week.
 - (b) Part-time employees may decline workdays outside of their posted schedule.
 - (c) Hours worked by a part-time employee in a week may increase to thirty (30) or more hours or decrease based on business needs without changing the employee's part-time status. The Company will comply with all ACA provisions. If a part-time employee qualifies for ACA coverage, they shall be covered by all the provisions of this contract.
2. Part-time employees shall not be hired where, in effect, such employment would eliminate or displace a full-time employee
3. A newsroom temporary employee is one employed on a special project for a period of no more than six (6) months, except in cases where a temporary employee is hired to replace an employee on leave, in which case the temporary employment may be for the duration of the leave. Other than the wage article, Temporary employees shall not be covered by any benefits in this Agreement. If a temporary employee is hired under a specific grant, the components of the grant will be controlling. A temporary employee who is hired for a permanent position with less than a 60 day break in service shall have their date of hire the date they started the temporary position.
4. Part-time employees and Temporary will be paid in accordance with the wage provisions of this agreement.
5. Part-time employees shall receive benefits in accordance with applicable law.
6. Part-time employees will be given first consideration for posted positions after employees on the rehire list, ahead of outside applicants to fill full-time vacancies within the part-time employee's job title.
7. Interns are defined as students currently enrolled in a college or high school program or recent college graduates. Interns may be hired and work for the purpose of gaining practical experience in the field of journalism as an adjunct to their educational training. Interns shall be paid not less than state minimum wage.

ARTICLE 20 EXPENSES

1. All necessary working equipment, as determined by the Publisher, shall be provided to the employee and paid for by the Publisher.
2. Employees who use personal automobiles for Company business must have a valid driver's license and auto liability insurance.
3. When an employee uses a personal auto on approved Company business, the Company will reimburse employees at a mileage rate of 31 cents per mile or the rate paid to non-union

employees, whichever is greater.

4. In order to receive reimbursement for mileage, an employee must complete an Expense Report specifying the purpose of the trip as well as the mileage. Commuting to and from home is not reimbursable. If an employee attends a business meeting or event before or after work, the amount of mileage submitted for reimbursement should include a deduction for miles equal to the employee's commute. Similarly, travel miles to an airport should only include incremental miles from the employee's assigned work place to the airport. Employees who are required to drive their personal vehicle for business purposes shall maintain, at their own expense, auto insurance coverage at the levels mandated by state law. Employees are required to provide proof of coverage to the Publisher upon request.

5. The publisher shall provide free parking at its 685 W. Rio Road, Charlottesville, VA facility.

6. The Publisher shall designate which employees may be eligible for a personal cell phone stipend or be issued a Company phone. Personal cell phones must be able to take photographs and video suitable for publication. The cell phone stipend will not be less than \$50 per month. Those employees issued Company phones will pay the Company \$20 per month. This section is subject to the Company's Cellular Device Policy both at issuance of new phone and departure from the Company.

7. Employees should pre-plan and request approval from management with regard to advance funds for overnight travel.

8. The publisher shall contribute \$100 per year to the Virginia is For Journalists Relief fund (https://www.gofundme.com/f/virginia-is-for-journalists?utm_source=customer&utm_medium=copy_link-tip&.)

ARTICLE 21 PRIVILEGE AGAINST DISCLOSURE

1. Except to the extent required by law or court order, or where advised by legal counsel to do otherwise, an employee may refuse to submit or authenticate to outside sources, without penalty or prejudice, unpublished information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, or the establishment and maintenance of his or her sources, in connection with the newsgathering processes of his or her employment. The Publisher shall not give up custody of or disclose any of the above without first consulting the employee. All employees recognize their obligation to submit to management any or all of the foregoing upon request.

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

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

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

ARTICLE 22 TRAINING

1. The Publisher may at its discretion provide paid time off for training opportunities to bargaining unit employees. The opportunity to attend such training will be at no cost to the Publisher. Training may include, but not limited to outside professional development, conferences, or workshops to enhance employee skills for possible promotion or expanding skills for other roles.

2. The employee's direct supervisor shall meet with employees annually to discuss job performance and goals and may provide written evaluations of employees annually within a quarter of the employee's anniversary date or shall do so upon the employee's request. Such evaluations shall be used solely to reflect on the employee's past 12 months of employment and shall be used to identify the employee's strengths, set goals for the next year and address any training/coaching needs, as well as to provide the employee with an opportunity to discuss his or her goals and career-path possibilities. Evaluations shall not be used or construed as a disciplinary step. Supervisors shall work with the employee on a plan to grow professionally and address the training or coaching needs. That plan will have a six-month check-in to ensure that both the supervisor and employee are working through those goals.

3. Employees may from time to time be required to participate in management provided training including but not limited to newsroom ethics, sexual harassment and any other training that may be required by law. Such training shall be done on paid time.

ARTICLE 23 LABOR MANAGEMENT COMMITTEE

1. The purpose of the Labor Management Committee (LMC) is to promote communications and problem solving, diversity and increased effectiveness of the staff as a whole, develop a more effective news organization and to avoid misunderstandings and to resolve issues as quickly as they arise. The LMC cannot change the language of the collective bargaining agreement. The LMC is empowered to deal with subjects outside of the labor agreement as well as with the

application of the agreement. Any topic proposed to be addressed through the LMC may be rejected by the other party except that the parties agree the LMC shall, within six (6) months of signing this agreement, create an onboarding checklist for all new employees to ensure the necessary training is completed. Details of LMC discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members and to newsroom management but shall not be disclosed to outside sources.

The LMC will meet at least once every six (6) months, but more often upon request of the Employer or the Union. There shall be two (2) members of newsroom management and two (2) members of the bargaining unit on the committee. Either group may have alternates (employees only) as needed.

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

ARTICLE 24 MISCELLANEOUS

1. Bylines: An employee's byline on a specific story shall not be used over his or her protest. Once a byline is withheld it can only be restored with management's approval.

2. Corrections: If a question arises as to the accuracy of published material, no correction or retraction of that material shall be issued without prior consultation with the employee concerned whenever reasonably possible.

3. Handbook: From the date this agreement is signed until December 31, 2020 employees will adhere to the BHMG Handbook. As of January 1, 2021 employees will adhere to the Lee Enterprises handbook. The Company will advise the Union of any substantive proposed handbook revisions or additions. Any substantive changes to terms and conditions of employment in the handbook shall be negotiated with the Union, if so requested. If there are conflicts between the Employee Handbook and the Collective Bargaining Agreement (CBA), the CBA shall be controlling.

4. Remote Work: Occasionally news coverage activities may require employees to start, work part of their day, or end their day working at home. These are generally rare occurrences. Should a condition present itself that makes good business sense for employees to work from home on a regular or permanent basis, this may only be done with management approval. Management, at its discretion may continue or stop any at home work situation and such decisions may not be challenged via the parties' grievance procedure.

5 Outside Activities: Employees shall be free to engage in activities outside work hours. However, if the activity involves performing services which in any way resembles work newsroom employees are engaged in, employees must first secure permission of the managing

editor to ensure a conflict of interest does not exist. Such activities might include, but are not limited to, services for print or digital publications, radio, TV, social media or public relations.

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

7. Closure: In the event of the closure of the Daily Progress or cessation of its digital and/or print product, the Employer shall maintain the newspaper's archives for the use and consumption of readers and former employees.

8. Moving expenses: At management's discretion newly hired employees relocating (fifty miles or more from home to new home) to take a position with the publisher, may be reimbursed up to \$2,500 for relocation expenses. Employees who voluntarily leave employment, or who are discharged for cause before two years, shall be required to repay the relocation reimbursement.

9. Content and Publication: Management owns all content produced by employees in the course of their work for the Publisher. Management shall determine content to be published including the adding, removing and or frequency of publications at its discretion. There shall be no restrictions with the Publisher's ability to share and receive content. The parties agree to conduct effects bargaining as required by law.

ARTICLE 25 MANAGEMENT RIGHTS

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

ARTICLE 26 SUCCESSORSHIP

This Agreement shall be binding upon the parties hereto. In the event the Employer sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee. A copy of such notice shall be sent to the Union as soon as possible following the public announcement of the sale.

ARTICLE 27 SEVERABILITY

If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect.

No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Publisher and the Union unless made and executed in writing by the Publisher and the Union.

The failure of the Publisher to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Publisher to future performance of any such term or provision.

ARTICLE 28 NO STRIKE/NO LOCKOUT

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

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

Any or all employees participating in any activity proscribed herein may be subject to disciplinary action, up to and including discharge, subject to the grievance and arbitration process provided for in this agreement.

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

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

ARTICLE 29 DURATION AND RENEWAL

1. This Agreement shall commence at the beginning of the next pay week following ratification of the Agreement and expire two (2) years from date of execution.
2. Within sixty (60) days prior to the expiration of this agreement the Publisher or the Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.

Side letter: Furloughs

Employees will participate in a two (2) week furlough. Furloughs are to be completed by June 28, 2020. Employees will meet with their supervisor as soon as possible to schedule furlough weeks that are mutually acceptable for the employee and Company. There shall be no layoffs during this period.

Side letter: Transfer of Design and/or Copy Editing Work

During the term of this Agreement the Company may transfer design and/or copy editing work to a Lee Enterprise facility. The Company shall provide the Union and employees with sixty (60) days notice and receive severance per Article 6. Employees whose jobs are eliminated shall be given first consideration for design/editing positions in the remote centers. Employees transferring may with management approval be reimbursed to a maximum of \$2500 for reasonable moving expenses.

NOTE:

The parties agree to abide by the results of the pending Unit Clarification petition concerning the Assistant City Editor and Copy Desk Chief. The Jurisdiction and Coverage Article will be amended if necessary.