

**LABOR AGREEMENT BETWEEN**  
**THE MCCLATCHY COMPANY, d/b/a THE NEWS TRIBUNE, OLYMPIAN, TRI-CITY**  
**HERALD AND BELLINGHAM HERALD**  
**AND THE PACIFIC NORTHWEST NEWSPAPER GUILD/CWA LOCAL #37082**  
**June 9, 2022 through June 9, 2025**

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## **Preamble**

This Agreement is made effective this ninth day of June, 2022, by and between The News Tribune, The Olympian, The Bellingham Herald, Tri-City Herald, hereinafter known as “the Publisher,” “the Employer,” or “the Company,” and the Pacific Northwest Newspaper Guild, Communications Workers of America, Local 37082, of The NewsGuildCWA, AFL-CIO-CLC, hereinafter known as “the Guild” or “the Union,” for itself and on behalf of all employees of the Employer described in Article 1 (Coverage).

## **Article 1: Coverage**

Section 1. This Contract covers all full-time and part-time newsroom and editorial employees of the News Tribune in Tacoma, the Olympian, the Bellingham Herald and the Tri-City Herald as defined in National Labor Relations Voluntary Recognition Inquiry No. 1-2914887094.

The following are excluded from this contract:

- Presidents
- Executive editors
- General managers
- News editors
- Sports editors
- Editorial page editors
- Visual editors
- Regional growth editors
- Regional and/or cross market employees employed by other McClatchy newsrooms
- Managers, confidential employees, guards and supervisors as defined by the National Labor Relations Act.

Section 2. The Guild’s jurisdiction is recognized as applying to the kind of work either presently performed, or by established past practice performed, by the employees in the Unit covered by this Agreement. Any new work or equipment which may supplant or substitute for work

presently performed by unit employees shall be assigned to employees covered by this Agreement.

Section 3. Employees holding the position of reporter-editor shall be excluded for the duration of their employment. In the event a future employee is classified as a reporter-editor, the Guild shall be notified of the position for the purposes of discussing their inclusion in the Guild.

Section 4. Nothing in this agreement shall prohibit the Guild from pursuing a unit clarification over any position excluded from the unit by the Employer, except for those expressly designated as excluded in Section 1 above.

Section 5. The Publisher may assign bargaining unit work to individuals holding the excluded positions set forth in Section 1 and to other non-bargaining unit individuals in accordance with past practice.

Section 6. The Publisher may assign bargaining unit work to regional and cross-market employees employed by other McClatchy newsrooms. This could include, for example, reporting from the company's Washington D.C. bureau or work by the audience growth team at other publications. However, such work shall be seen as supplementary to the bargaining unit and not a replacement for bargaining unit work.

Section 7. The Publisher may assign any non-bargaining unit work to bargaining unit employees.

Section 8. The assignment of work to non-bargaining unit employees as described in this article shall not directly lead to the layoff of employees or directly lead to a reduction of the number of bargaining unit positions.

Section 9. Nothing in Sections 5, 6 or 7 shall change the jurisdiction and description of the bargaining unit for collective bargaining purposes.

## **Article 2: Guild shop**

Section 1. Employees covered by this Agreement shall have the right to belong or not belong to the Guild, and the right to pay or not pay dues and/or fees to the Guild if they are not members.

Section 2. There shall be no interference or attempt to interfere with the lawful operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement. The Publisher agrees not to discriminate against any employee because of their lawful activity as a member of the Union.

Section 3. Should the Employer maintain offices, the Employer will agree to provide a bulletin board in each office for the exclusive use of the Guild.

Section 4. Should the Employer maintain an office, and to the extent that office includes a closed-door conference room or comparable meeting space, the Employer shall provide access to such space to the Guild for meetings upon reasonable notice and subject to the business needs for such space. All requests must be presented to the Employer no less than ten (10) calendar days in advance of the requested meeting.

### **Article 3: Dues deduction**

Section 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 that dues are deducted, an amount equal to Guild initiation fees, 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. The Employer shall accept digital signatures on authorizations.

Section 2. The dues deduction assignment shall be made upon the following form:

#### **ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

To: The McClatchy Company

I hereby assign to the Pacific Northwest Newspaper Guild-CWA, and authorize the Employer to deduct each pay period from my earnings as an employee, an amount equal to Guild initiation fees, 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. This amount is determined by the bylaws of the Pacific Northwest Newspaper Guild-CWA in the amount of 1.5%, subject to change by a vote of the membership.

I further authorize and request the Employer to remit the amount deducted to the Pacific Northwest Newspaper 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 revocation shall become effective for the calendar month following the calendar month in which the Employer receives it. This 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. This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

## **Article 4: Information**

Section 1. The Employer shall supply the Guild on request, but no more than quarterly, with a list containing the following information for each bargaining unit employee (to the extent identified):

- a. Name, address, phone number, personal email, gender or gender identity, race/ethnicity and birthdate.
- b. Date of hire.
- c. Job title.
- d. Rate of pay.

2. The Employer shall notify the Guild quarterly in writing of:

- a. Wage increases granted by name of the bargaining unit employee, reason for wage increase, individual percentage increase, resulting new wage rate and effective date.
- b. Changes in job title, wage changes by reason thereof and effective date.
- c. Resignations, retirements, terminations, deaths and effective dates.

Section 3. Within one week after the hiring of a new bargaining unit employee, the Employer shall provide the Guild the data specified in Section 1 for each new bargaining unit employee by email to the designated individual at the Pacific Northwest Newspaper Guild (TNG-CWA Local 37082).

Section 4. The Employer shall furnish to the employee a copy of any criticism, commendation, appraisal or rating of such employee's performance simultaneously with its being placed in the employee's electronic personnel file. The An employee and/or the Guild shall have the right to review the employee's personnel file at reasonable times and upon request shall be provided copies of all material in the employee's file.

## **Article 5: Non-discrimination**

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, citizenship, ancestry, physical or mental disability, age, marital or parental status, pregnancy, genetic

predisposition or carrier status, sex or sexual orientation, gender identity, military or veteran status, or any other characteristic protected by local, state or federal law. The Publisher agrees not to discriminate against any employee because of their lawful activity as a member of the Union or any job candidate because of previous union activity.

#### **Article 6: Non-disclosure agreements**

The Employer shall not include in any settlement, agreement or other resolution of any claim that involves unlawful discrimination or sexual harassment/assault, a limitation on an aggrieved employee's right to share any of the underlying facts and circumstances to the claim or action.

#### **Article 7: Grievance and arbitration**

Section 1. *Grievance Definition* – The term “grievance” shall mean any dispute between the Publisher and the Guild involving the meaning, interpretation, application, or alleged violation of the provisions of this Agreement, or the discharge or other discipline of employees. It is agreed between the parties every effort be made to maintain a harmonious relationship. To this end, both parties will give prompt attention to disputes and will in good faith endeavor to settle all differences by amicable discussions.

#### *Section 2. Grievance procedure*

a. Step 1:

Should the procedure above fail to solve the problem, a grievance shall be filed in writing within twenty-one (21) calendar days after the action, inaction, occurrence or condition constituting the grievance occurred, or within twenty-one (21) calendar days after any of the above reasonably should have been known to the Guild with reasonable diligence, whichever date is later. The grievance shall specify the nature of the grievance and the contractual article or articles, if any, upon which the grievance is based. Should the grievance originate with the Company, the Editor (or other designated Company official) shall notify in writing the Guild Unit Chairperson (or other designated Guild official) of the grievance and request a meeting within twenty-one (21) calendar days after the action, inaction, occurrence or condition constituting the grievance, or within twenty-one



(21) calendar days after any of the above reasonably should have been known to the Company with reasonable diligence, whichever is later. The Publisher (or Guild) agrees to convene a Step 1 meeting within fourteen (14) calendar days of the written notice by the Guild (or Publisher). The meeting should include the grievant(s) and a Guild steward/officer and/or Guild Local Representative and no more than three representatives from local management and/or Human Resources. The Publisher (or Guild) shall respond in writing within fourteen (14) calendar days of the Step 1 meeting.

b. Step 2

If the grievance is not resolved, abandoned or withdrawn through the Step 1 process, the Guild or the Company, as the case may be, shall have fourteen (14) calendar days after the receipt of the written response to request a Step 2 appeal. The Publisher (or Guild, as the case may be,) agrees to convene a Step 2 appeal within fourteen (14) calendar days of the Step 2 request. The meeting should include the grievant(s) and a Guild steward/officer and/or a Guild Local Representative. An equal number of managers shall be allowed to attend, including one local, regional or national-level manager who was not present at the first meeting. The Publisher (or Guild, as the case may be,) shall respond in writing within fourteen (14) calendar days of the Step 2 meeting.

Any agreement reached during Step 1 or Step 2 shall be final and binding on the employee, the Guild and the Publisher.

### Section 3. *Arbitration*

If no settlement of the grievance is reached in Step 2, the grieving party may, within thirty (30) calendar days of receipt of the written response in Step 2, submit a demand to the other party for binding arbitration. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of nine arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. The party to make the first strike will rotate with each panel. If the arbitrator selected is not available for an unreasonable amount of time the parties may mutually agree to request a new panel from FMCS. All costs of such arbitration shall be borne equally by the parties. However, each party

shall bear its own cost of advocacy and witnesses. No party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If only one party wishes to have a transcript of the hearing, the other party shall not have access to the transcript. Each party shall have the right to an appearance by counsel of its choice and to present evidence subject to the right of cross-examination. Each party shall have the right to present written arguments by brief after the close of the evidence. The decision of the arbitrator shall be in writing and signed by the arbitrator.

Section 4. In the event there is a dispute between the parties involving the discharge of employees covered by this Agreement, the parties agree that the Guild Administrative Officer or designee and the Editor or designee will meet within fourteen (14) calendar days following notice to the Guild of such discharge. If the dispute is not settled within that fourteen (14) day period, the Guild may move to arbitration within fourteen (14) calendar days following the Company's response to the Guild following the meeting. The Guild and the Publisher will select an arbitrator within fourteen (14) calendar days of the notice to move to arbitration by using the procedure provided in Section 3 above. The arbitrator selected must agree to render a decision within seventy-five (75) calendar days after the close of the hearing, or receipt of all post-hearing briefs from the parties, whichever is later. If the arbitrator is unable to render a decision within the timeframe allotted, the Guild and Publisher will select a different arbitrator within fourteen (14) calendar days.

Section 5. Bargaining unit employees may act as union stewards on paid time. Stewards shall be allowed reasonable release time to investigate, process and present grievances during work time with approval from the supervisor provided that the supervisor has been given proper notification, either via phone call or in writing, of the steward's need to conduct Union Representation work. Such approval shall be based upon coverage and reporting needs and will not be unreasonably denied.

#### Section 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. Absent an agreement to extend the deadlines, a failure of a party to meet a deadline shall result in the grievance being deemed waived (if they are the grieving party) or the grievance automatically advancing to the next step (if they are the responding party).

Section 7. Renewal or extension of this Agreement and the terms of any successor agreement are not subjects of any grievance or arbitration under this Agreement and are beyond the jurisdiction of any arbitrator.

Section 8. Any decision, award, determination or other action by any arbitrator shall be subject to judicial review by courts of competent jurisdiction in accordance with applicable provisions of the law, including but not limited to those relating to vacating arbitration decisions and the interpretation and construction of agreements.

#### **Article 8: No strike, no lockout**

Section 1. During the term of this Agreement the Guild and its agents will not cause, permit, condone, encourage or sanction and no employee or employees of the Publisher will participate or engage in any strike, slow-down, sick-out, cessation of work, withholding of services, or work stoppages, or interference with the operations of the Publisher or sale or distribution of its products directed against the Publisher. Any employee or employees covered by this Agreement engaging in any such activity may be subject to discipline up to and including discharge.

Section 2. During the term of this Agreement the Publisher agrees it will not engage in any lockout of its employees covered by this Agreement.

#### **Article 9: Management rights**

Except as otherwise provided in this Agreement, the Publisher retains all the rights and functions of management that it has by law. As long as the action of the Publisher does not violate this Agreement, it shall have the right to manage the business and direct the work force. The functions listed in this Article are some illustrations of the responsibilities retained by the Publisher and are not intended as an all-inclusive list. The management of all of the Publisher 's operations; determining methods of operation and production; the direction of the employees,

including but not limited to, the right to control all the operations or services to be performed in the newsroom or by the employees of the company; to decide what work shall be performed in the newsroom or by employees; to schedule working hours; to hire, promote and demote, to transfer, to suspend, discipline, discharge for just cause; to enforce reasonable rules and regulations; to establish and measure performance standards; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities; and to close the business for any reason providing notice is given to employees, are among the responsibilities vested exclusively in the Company, unless otherwise specifically limited by this Agreement. It is agreed that the enumeration above of management rights, which are exercisable in the Publisher's discretion, shall not be deemed to exclude other management rights not herein specifically enumerated which the Publisher shall have the right to exercise in its discretion, provided only that the exercise of such rights shall not be in conflict with the Agreement. The exercise or non-exercise of rights hereby retained by the Publisher shall not be deemed a waiver of any such right or prevent the Publisher from exercising such rights in any way in the future.

#### **Article 10: Severability**

In the event that any provision of this Agreement is declared illegal, invalid and/or unenforceable by any court of competent jurisdiction the parties agree that all other provisions not declared invalid shall remain in full force and effect.

#### **Article 11: Transfers and promotions**

Section 1. The Company reserves the right to reassign employees to other newsroom assignments at their respective newspapers as needed based upon coverage and/or operational needs. In the ordinary course, the Company will provide no less than two weeks' notice prior to such transfer, and will concurrently post the position for one week to determine if an employee wants to apply for any particular transfer. The Company may make immediate, temporary reassignment decisions based upon exigent circumstances and/or coverage needs.

Section 2. No employee shall be transferred to another city or newspaper by the Employer or its parent company without their consent. The Company will provide no less than four weeks'

notice prior to such transfer, and will first post the position for one week to determine if an employee wants to apply for any particular transfer. An employee who refuses such a transfer shall not face disciplinary action and shall suffer no loss of benefits due to their refusal to transfer.

Section 3. The Company reserves the right to realign employees to regional, national and/or cross-market teams that do not involve a geographic relocation based upon coverage and/or operational needs. If an employee is moved into a regional, national and/or cross-market journalist role, they will remain on their respective newsroom's payroll and a member of the bargaining unit covered by all terms of this Agreement.

If realignment to a regional, national and/or cross-market journalist role would require a geographic relocation of more than 50 miles from their current work location, an employee may decline such a transfer and be eligible for Severance according to Article X.

In the event a member of the bargaining unit leaves a position on a regional, national and/or cross-market team, the position will be covered by all provisions of the applicable collective bargaining agreement of either the Washington state bargaining unit or the Idaho Statesman bargaining unit.

The Guild affirms that it will not seek through accretion or a unit clarification petition the inclusion of currently unrepresented regional, national and/or cross-market positions at other locations into the currently certified unit. The Guild further affirms that it will not contest the exclusion of these non-bargaining unit employees from the currently certified unit through grievance and arbitration mechanisms of this Agreement.

Nothing in this article is intended to preclude unrepresented employees in regional, national and/or cross-market positions at other locations from forming a new bargaining unit or joining the existing bargaining unit through an Armour-Globe election..

Section 4. Excluding demotions premised upon performance, reassignments and transfers as described in this article will not be used for disciplinary or punitive reasons. Excluding demotions premised upon performance, employees shall suffer no loss of salary or impairment of

other benefits as a result of such transfers. The parties recognize that mutually agreed to reassignments and transfers are exempted from the provisions of this section.

Section 5. No employee shall be promoted by the Employer to another position or job classification without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such a promotion, nor shall an employee be penalized for refusing to accept such a promotion.

Section 6. An employee who is temporarily asked to fill in as an editor, manager or other supervisory employee for a full work shift shall be paid a premium of forty dollars (\$40) per shift worked.

Section 7. Notices for all employment opportunities covered by this Agreement shall be posted by the Employer electronically. These notices shall provide employees one week from the transmittal date to make an application for the position, except on those rare occasions when the newspaper needs to fill a particular vacancy more rapidly. Notice of each vacancy shall be sent to the Guild electronically.

Section 8. An employee promoted shall be given a trial period of three months, which may be extended by mutual agreement of the parties. During such a trial period, the Company shall appraise the employee's performance in the new role. If the Company determines an employee is not adequately performing in the new role, they may be returned to their prior role at the Company's discretion (if the prior position remains vacant and is approved to be filled). Upon return to the prior role, the employee shall return to the rate of pay paid to them in that prior role immediately preceding the transfer or promotion, or, if applicable, the new contractual minimum for that position, whichever is higher. During such a trial period by mutual consent the employee may return to the prior role from which they advanced (if the prior position remains vacant and is approved to be filled) and shall return to the rate of pay paid to them in that prior role immediately preceding the promotion. The Employer's evaluation of the employee's progress shall be discussed with the employee at specified frequent intervals during the trial period and at its end.

Section 9. The period of service in the other classifications shall be counted for all purposes as service in the classification from which the employee advanced or transferred.

Section 10. Upon request, the Employer shall meet with an employee who was denied a promotion or transfer to provide an explanation to an employee and if the employee elects, a Guild representative, of why such employee was not selected for the promotion or transfer.

## **Article 12: Part-time and temporary employees**

### *Section 1. Definitions*

- 1) Part-time employees: A part-time employee is one who is hired to work regularly less than thirty (30) hours per week.
- 2) Temporary employees: Excluding temporarily funded positions (e.g. Report for America, Pulitzer, etc.) a temporary employee is one employed for a special project or for a set length of time, in either case not to exceed six months (which time limit may be extended by mutual agreement). The Publisher shall notify the Guild in writing of the nature of any special project and its duration. A temporary employee hired to fill in for an employee on a leave of absence may work for the duration of the leave.

### *Section 2. Restrictions*

- 1) A part-time employee, temporary employee or intern shall not be hired for work normally or historically performed by a regular full-time employee, where the direct result of such hiring would eliminate or displace a regular or full-time employee within a six-month period.

### *Section 3. Benefits*

- 1) A part-time or temporary employee shall be paid at least the minimum hourly wage rate specified for full-time employees in the same job title.
- 2) Interns shall be paid at least \$15 an hour.
- 3) Part-time or temporary employees shall move through any pay progression provided for in this Agreement on a pro-rated basis, based upon hours worked.
- 4) A part-time or temporary employee shall be eligible for benefits in accordance with Company policy and this contract as specific to part-time and temporary employees.

- 5) A temporary employee who is hired into a full-time position shall have their time worked (on a pro-rated basis based upon hours worked) as a temporary employee counted for the purposes of calculating seniority.

#### Section 4. *Miscellaneous*

- 1) Interns – An intern is defined as a student 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.
- 2) This Article, and other provisions of this Agreement, shall not apply to freelancers and workers employed by temporary staffing agencies.
- 3) For all interns, part-time and temporary employees, the numbers of hours and/or shifts worked each week is at the sole discretion of the Publisher.
- 4) Temporary employees (e.g. those employed for a finite or fixed term) and interns shall not be entitled to severance pay.

#### **Article 13: Just cause**

Section 1. There shall be no dismissal except for just and sufficient cause or to reduce the force for economic reasons, i.e. layoffs, as defined in Article 24 of this agreement.

Section 2. The employer shall uphold a policy of progressive discipline, which will generally be represented by the following:

- Oral warning
- Written warning
- Final written warning and/or suspension
- Discharge

Section 3. All discipline is subject to the just and sufficient cause standard and the grievance and arbitration process set forth in this Agreement. The reason for any written warning, final written warning, suspension and/or discharge shall be made in writing to the employee at the time of the discipline. The Parties recognize that these steps are not mandatory for certain offenses



(including but not limited to serious Code of Conduct violations, serious Newsroom Ethics violations such as plagiarism, fabrication of sources, etc.), acts of violence, theft or dishonesty, threats to others, and/or other equally serious circumstances that warrant discipline without progressive discipline, up to and including termination.

Section 4. Failure to meet metric-based goals established by the company (including but not limited to page views, subscriber page views and led-to-conversions) alone shall not constitute just and sufficient cause for discipline.

Section 5. In connection with disciplinary actions (written warning, final written warning and/or suspension) related to performance, the Employer shall provide an employee with a written description of the issue and expectations for improvement. When the Company places an employee on a Performance Improvement Plan (“PIP”) the Company will provide a copy of the PIP to the employee setting forth the expectations and timeline.

Section 6. Before any meeting that might result in discipline, or is for the purpose of imposing discipline, the Employer shall notify the employee of their right to have a union representative present at such a meeting.

#### **Article 14: Workplace safety and health**

1. Employees maintain the right to:

- a) refuse to accept an assignment which the employee has reason to believe is hazardous or is performed under hazardous conditions; and,
- b) refuse to report for work because the employee has reason to believe that travel to or from work, or work at the employee's place of work is hazardous.

Prior to an assignment, the employee and the supervisor will discuss any safety concerns with an assignment or reporting to work and brainstorm alternatives and accommodations that will allow them to safely complete the assignment. If after such discussion the employee remains concerned about their personal safety, the employee may decline the assignment.

If emergent circumstances threaten an employee's safety despite planning or alternate arrangements, an employee may leave an assignment without facing disciplinary action.

If an employee repeatedly declines assignments based upon these provisions, or the alternative coverage arrangements cause the news coverage to suffer, the Publisher reserves the right to change the employee's beat or assignment. Changing an employee's beat or assignment shall not be construed as disciplinary action

Section 2. No employee shall lose work hours for:

- a) exercising the aforesaid right to refuse an assignment or to report for work; or
- b) inability to report for work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to natural phenomena or hazardous conditions created by human acts, including but not limited to, storm, flood, fire, explosion, riot or other civil disturbance or military or police operation.

Section 3. The Employer shall:

- a) furnish an employee with customary protection and protective devices necessary for the assignment (or make alternate coverage arrangements);
- b) assure to the extent possible safe passage on Company premises;
- c) take measures to mitigate and alleviate the hazardous conditions under which an assignment is performed.

Section 4. Employees may refuse to operate equipment:

- a) which the employee deems to be unsafe; or
- b) in an unsafe or unlawful manner.

Section 5. Employees shall be expected to have a vehicle in good working order for day-to-day coverage. If the employer assigns employees stories that put their personal vehicle at risk, or that necessitate a vehicle with additional safety or handling features, the employee and the Employer shall discuss the risks and the Employer may choose to provide a rental vehicle or make alternate coverage arrangements.

Section 6. Within thirty (30) days after the signing of this contract the employer shall convene a Joint Safety and Health Committee with representation for Guild-represented employees, nonrepresented employees and management, to consider workplace safety and health conditions

and problems and recommend changes in equipment or processes the committee believes will improve workplace safety.

### **Article 15: Bylines and integrity**

Section 1. It is the Employer's intent that in the ordinary course, substantive changes in material submitted shall be brought to the employee's attention before publication.

Section 2. An employee shall not be required to write, process or prepare anything for publication in such a way as to distort any facts.

Section 3. An employee may choose the name to be used in connection with their byline or credit line in any publication, in print or online. An employee may raise any concerns over how their name will be listed on a story, i.e. as receiving a byline, a co-byline or a contributor note, for the Employer's consideration. If an employee disagrees with the way their work is credited, they may appeal the decision to the Regional Editor. The decision by the Regional Editor will be subject to the grievance and arbitration process. Employees who receive a byline, co-byline or contributor line shall receive credit in all applicable metrics for any story they have produced or helped produce.

Section 4. An employee may request to withhold their byline or credit line over reasonable concerns regarding material factual errors contained in the story or reporting deemed unethical. Employees may request that their byline or credit line be withheld if publication could threaten their personal safety. Employees whose bylines or credit lines are withheld for purposes of personal safety shall receive credit in all applicable metrics. If the employee's direct editor declines an employee's request to withhold a byline or credit line for the reasons set forth in this Section, the employee may appeal the decision to the Regional Editor

While the Regional Editor is considering the request, the Employer may publish the story without a byline or credit line, or delay the publication of the story. If the Regional Editor continues to deny the employee's request, the final decision will be subject to the grievance and arbitration process.

Section 5. The Employer will not withhold or remove an employee's or former employee's byline or credit line from their work without cause. If the decision to withhold an employee's byline is initiated by the Employer, the employee may appeal the decision by the same process outlined in Section 4.

Section 6. If a question arises as to the accuracy of printed material, no correction or retraction of that material, or insertion of additional material shall be printed without the Employer making an effort to consult with the employee concerned prior to the correction, retraction or insertion of additional material.

Section 7. An employee shall have the opportunity to decline, without penalization, to participate in any company fundraising program unless participation is required by the funders of any grants or outside initiatives, i.e. Report for America. Such expectations shall be communicated to the employee or potential employees with reasonable advance notice before such an initiative begins. Any marketing efforts that involve the use of a Guild member's name or image will be created in consultation with the employee involved.

Section 8. An employee may occasionally be assigned to participate in public events such as forums, debates, panels or interviews with other media organizations. The Employer will give reasonable advance notice to the extent practicable before assigning employees to participate in such events. If the employee is unable to participate, the Employer will make alternate arrangements.

## **Article 16: Outside work**

Section 1. Employees may engage in freelancing outside of working hours provided such activity does not interfere with the employee's performance for the Employer, and provided such activities are not on behalf of enterprises in competition with the Tacoma News Tribune, the Bellingham Herald, the Olympian, the Tri-City Herald or other McClatchy products or publications. The Publisher or its representative shall determine what is considered competition. Employees are prohibited from engaging in activities that would compromise the editorial integrity of the Tacoma News Tribune, the Bellingham Herald, the Olympian and/or the Tri-City Herald.

Section 2. Employees must make a prompt and full disclosure in writing to their supervisor of any paid or unpaid outside journalism or media services and outside media requests that are being pursued by the employee.

- a) The Employer shall have the right to deny approval to perform such services, provided they are in violation of this Article and shall provide an explanation in writing within 48 hours of receipt of the employee's written request. Examples of possible violations include conduct or activity that may raise questions as to the company's honesty or impartiality, compromise the confidentiality of Employer information, or any situation that may create a conflict between an employee's personal interest and the interest of the Employer.
- b) The Employer shall have a right of first refusal or first use for content ideas brought to them by employees. Upon refusal by the Employer, the employee shall be free to produce such content elsewhere, subject to the terms of this article.
- c) The parties recognize that non full-time staff may perform professional services for other media outlets, subject to the terms of this article.

Section 3. Media appearances are considered distinct from freelancing, and are understood to include, but not be limited to, interviews of, speaking engagements by, or inclusion on a panel of, an employee. The primary distinction between freelancing and media appearances is that freelancing is considered the production of original content by the employee. Media appearances are subject to the same restrictions set forth in Sections 1 and 2 above.

Section 4. Employees may serve on boards connected with journalism organizations, such as the Society of Professional Journalists. Employees who are required as a function of their board position to attend regional or national meetings, conferences or training events shall be released with pay for up to a maximum of two days, one time annually, with manager approval. Such approval shall not be unreasonably denied. The Employer may, at its discretion, release an employee for additional programs in accordance with Article 17: Training and professional development.

Section 5. Employees shall be permitted in the course of their outside activity to identify themselves as employees of the McClatchy Company or their respective newspaper in the course

of providing biographical information and/or describing their experience. Employees may not, however, use their connection with the Publisher in a way that is considered exploitative, unethical or otherwise violates the terms of this article in the course of outside activity.

Section 6. Without written permission from the Publisher or its representatives, no employee shall use their Company email address or other materials of the Publisher in connection with their outside activities.

### **Article 17: Training and professional development**

Section 1. The Employer shall provide new hire training tailored to individual newsroom positions. New hire training shall include information on how the newsroom works and general information on the responsibilities of the positions therein. All training shall take place on company time.

Section 2 .Upon request, the Employer shall provide to the Guild a list of the trainers, any existing training and onboarding content, and attendees of its new hire training. The Employer shall determine the content, timing and duration of the new hire training.

Section 3. Apart from the foregoing, the Employer shall consider recommendations and feedback from newsroom employees or the Guild to develop ongoing employee training tailored to the skills needed for employees.

Section 4. Newsroom employees or the Guild may identify individuals with the expertise and ability to provide training, including but not limited to Guild-represented employees, managers or other employees of the Company, representatives of professional reporting organizations such as Investigative Reporters and Editors and the Poynter Institute, and others.

Section 5. The Employer shall pay (up to a maximum of \$50) for an employee's annual membership in one journalism organization such as the Society of Professional Journalists, the American Photographers Association, the National Association of Hispanic Journalists, National Association of Black Journalists, or other organizations.

Section 6. The Employer shall establish a training committee comprised of representatives of the Employer and including at least one Guild member from each newsroom in the unit. The

committee shall be allotted 90-minutes of paid planning time per quarter during regular working hours. The committee shall recommend an annual training schedule for four (4) one-hour group training sessions with topics, dates, times and locations for each training session. Trainings shall be conducted on company time during regular work hours. On-going training may include, but not be limited to, sessions on the following skills:

- 1) Use of public records databases, such as Accurint and Lexis-Nexis, to background individuals and companies;
- 2) Development of effective public records skills and use of the Washington Public Records Act;
- 3) Use of spreadsheet software for beginner, intermediate and advanced levels;
- 4) 4) Best practices for reporting on diverse communities and improving the representation of diverse voices in coverage;
- 5) Use of social media such as Facebook, Twitter and LinkedIn for reporting, identifying sources and to amplify news coverage;
- 6) Visual and audio storytelling techniques and production skills, including drones; and
- 7) Data-driven storytelling.

#### *Section 7. Training events:*

Employees who attend a managerial approved conference, workshop or training event shall receive time with pay to attend. Employees who attend a conference, workshop or training event on their regularly scheduled day(s) off shall receive compensatory time in the same work week. The Employer shall provide employees equal opportunity to attend approved conferences, workshops or training events.

### **Article 18: Hiring**

Section 1. The Employer shall notify the Guild of each vacancy that has been approved to be filled on the Company's applicant tracking system and any such postings shall also be made publicly available on McClatchy.com/careers and other job posting boards as deemed appropriate (e.g. journalismjobs.com or equivalent). The Guild is encouraged to circulate information about vacancies to interested parties, including individuals and organizations that

serve journalists of diverse backgrounds. The Employer will consider qualified applicants referred by the Guild.

Section 2. The Employer adheres to and supports a hiring policy which affords equal opportunity to qualified individuals regardless of their race, creed, color, national origin, ethnicity, age, gender, gender identity, religion, marital status, parental status, family care status, citizenship, sexual orientation, medical condition, physical disability, mental condition, veteran status, or ancestry, or any other characteristic protected by local, state or federal law.

Section 3. In seeking job applicants, the Employer will continue to make significant effort to recruit broadly and to foster a diverse applicant pool. All job postings shall use inclusive language encouraging candidates of underrepresented backgrounds to apply. The Employer will furnish job vacancy postings that have been approved to be filled to representatives of the following organizations (or additional organizations the parties may mutually agree to) via the email addresses specified below:

- National Association of Hispanic Journalists: [info@nahjcareers.org](mailto:info@nahjcareers.org)
- National Association of Black Journalists: [info@nabj.org](mailto:info@nabj.org)
- Native American Journalists Association: [contact@naja.com](mailto:contact@naja.com)
- Asian American Journalists Association: [national@aja.org](mailto:national@aja.org)
- Arab and Middle Eastern Journalists Association: [board@ameja.org](mailto:board@ameja.org)
- National Lesbian and Gay Journalists Association: [info@nlga.org](mailto:info@nlga.org)
- Trans Journalists Association: [transjournalistsassociation@gmail.com](mailto:transjournalistsassociation@gmail.com)
- Journalism and Women Symposium: [support@jaws.org](mailto:support@jaws.org)

Section 4. The Employer acknowledges having multilingual journalists on staff improves the journalism of its publications. The Employer will continue to use its best efforts to interview candidates who are fluent in languages relevant to the metropolitan areas of the publications covered by this agreement.

Section 5. Employees are encouraged to share open job listings. An employee who refers a job applicant hired by the McClatchy Company shall be entitled to a referral bonus in accordance with the Company's Referral Bonus Program.



## **Article 19: Remote work**

Section 1. Employees shall be permitted to work remotely with approval in advance from their supervisor. Such requests shall not be arbitrarily denied. If such requests are denied, the Employer shall provide its reason for declining to grant such permission in writing. When such requests are granted, business needs, such as staff meetings or breaking news events, may take precedence at the Publisher's discretion.

Section 2. If the Publisher does not have a permanent office, or where the Publisher otherwise requires employees to work remotely, impacted bargaining unit employees shall receive a remote-work stipend of fifty dollars (\$50) per month (subject to applicable taxes and withholdings). This payment is not intended to be a complete representation of all of an employee's expenses and shall not preclude employees from filing for pre-approved expense reimbursements for work-related items.

Section 3. This Article is intended to replace and supersede the parties' prior Work-From-Home Memorandum of understanding and any other prior agreements outside of this Agreement regarding stipends or other benefits related to remote work.

## **Article 20: Performance reviews**

The Company and the Union agree that employees shall receive annual newsroom performance reviews as described herein.

The overall performance rating shall be 50% based on core competencies (functional competencies, news judgment, reporting, writing/editing/storytelling and journalism ethics).

The other portion of the review focuses on individual goals. The discussion setting goals between the supervisor and the employee occurs 15 days before each quarter and should be finalized by the first day of the quarter. In this category, 30% of the performance rating shall be based on journalism specific goals established between a reporter and a supervisor, such as beat coverage, writing, source development, and other areas as applicable to the employee's responsibilities.

The remaining 20% of the overall performance rating shall be based on an “audience growth” category that considers performance metrics or other engagement tools to grow audiences and promote the value of the The News Tribune, The Olympian, The Bellingham Herald and the TriCity Herald respectively. This category could consider, among other things, the employee’s efforts to build relationships with the community, the employee’s willingness to adjust coverage to grow subscriptions, and the employee’s ongoing collaborative effort with supervisors to build new readership through newsletters, social media posts, subscription deals, etc. Employees should participate with their editors in decisions about story selection, angles and other elements of coverage. Metric goals, such as page views, led-to conversions and other measures of reader engagement should be part of those conversations, and so should potential impact, community value and the The News Tribune, The Olympian, The Bellingham Herald and the Tri-City Herald’s high standards for journalism.

Employees and editors, by mutual agreement, may choose a goal such as page-views, led-to conversions, digital subscriptions or others that measure audience growth. It is understood that any agreement to include such metrics shall be optional to the employee. If an employee does not achieve their page-view goal, despite reasonable efforts, they will not lose points in the review, unless the reporter chose to include a page-view goal in their review.

#### *Appeal Process for Employee Goals*

If the employee disagrees with their assigned goals, they may appeal in writing to their immediate supervisor within 5 business days. The decision of the supervisor to adjust or maintain assigned goals must be made within 5 business days, unless extended by mutual consent. If the employee still disagrees, they may appeal to the Editor (or their designee) within 5 business days. The decision of the Editor (or their designee) must be made within 5 business days, unless extended by mutual consent. The decision of the Editor (or their designee) shall be final. The employee may have a Guild representative present during their appeal process. This appeal provision shall not be subject to the provisions of Article 7: Grievance and Arbitration

## **Article 21: Equipment**

Section 1. Working equipment and software that the Employer requires employees to use shall be provided to employees and paid for by the Employer. Examples include, but are not limited to desktop and/or laptop computers, camera equipment, electronic storage devices, data analytics software, transcription software and/or any other equipment or software required by the Employer.

Section 2. Nothing in this article shall prevent an Employee from requesting or the Employer from providing additional software and equipment beyond what is described in Section 1.

Section 3. The Employer will be responsible for the maintenance and repair of company-owned equipment.

Section 4. If company-owned equipment is damaged or stolen, through no fault of the employee, the employee will not be held liable for the loss.

Section 5. The Employer agrees to reimburse employees covered under this contract for damage to their personal property, authorized for use in the performance of work assignments, including damages to the employee's automobile when the damage is through no fault of the employee. This reimbursement shall be limited to damages in excess of any reimbursement received by employees from other sources, including by the employee's insurance policies (in connection with loss or damage to an automobile, the Company's reimbursement shall be limited to the deductible associated with the employee's insurance policy).

## **Article 22: Expenses and mileage**

Section 1. The Employer shall pay all legitimate business-related expenses incurred by an employee in the service of the Employer.

Section 2. The Employer shall compensate for the use of a vehicle in the service of the Employer at the Internal Revenue Service standard mileage rate set each year for each mile traveled on business for the employer. These reimbursements shall be paid retroactively on employees' miles driven since February 1, 2022. Employees shall be eligible for mileage reimbursements on any

travel to and from an assignment; this provision does not apply to an employee's commute to and from the office.

Section 3. Employees required to drive more than three-hundred (300) miles round-trip to an assignment shall have the option of being reimbursed for the cost of a rental vehicle.

Section 4. Newly-hired employees relocating from a distance of greater than 100 miles away from the greater municipal area of the respective publication (Tacoma, Olympia, Tri-Cities or Bellingham) to take a position with the respective Publisher, shall be reimbursed a minimum of five-hundred dollars (\$500) (subject to applicable taxes and withholdings) for documented relocation expenses, unless such expenses are less. Employees who voluntarily leave employment or who are discharged for cause before twelve months shall be required to repay the relocation allowance; the employer shall inform all new employees of this provision

Section 5. Employees required to have access to a personal cellular telephone shall have the option of: 1) a Company cell phone with an engaged hotspot; or 2) to be compensated in the amount of twenty-five (\$25) per month without itemized documentation. Should an employee seek reimbursement in excess of twenty-five dollars (\$25) per month, the reimbursement shall be based upon a prorated business use of the personal cell phone and/or internet/data plan as demonstrated with supporting documentation submitted to the Publisher.

Section 6. Employees choosing to use a Company cell phone shall have a reasonable expectation of privacy. The Company shall not review an employee's calls, text messages or any other cell phone data unless investigating misconduct or criminal activity. Cell phones issued by the Company, and information stored on the devices, are Company property. Employees must comply with Company requests to make their Company-issued cell phones available for upgrades, replacement, or inspection for the purposes of an investigation as described. Employees who leave the Company for any reason must return their Company-issued cell phones.

Section 7. The company shall not make any attempt to block or otherwise intercede in an Employee's internet access or with whom they communicate unless otherwise required by law.

Section 8. Employees traveling to an out-of-town assignment shall be reimbursed for travel expenses, including meals, in accordance with past practice. In the event that an employee believes that the nature and duration of such an assignment would necessitate an overnight stay, the employee shall request approval for overnight accommodations from the Publisher. The Publisher retains the discretion to alter, adjust or discontinue the assignment.

### **Article 23: Layoffs**

Section 1. The employer maintains the right to reduce the force for economic cause, i.e., to conduct layoffs. The term, “reduce the force” as used herein, shall be construed as synonymous with layoff for economic reasons and/or “staff reductions.”

Section 2. The following provisions shall apply to staff reductions:

- a) Layoffs to reduce the force may be made as the needs of the Publisher require. The Publisher shall decide when and how many employees shall be laid off. To the greatest extent practicable, the Publisher shall give the Guild at least thirty (30) days advance notice of its intent to conduct a layoff. In no event shall the Publisher provide less than two weeks’ notice. The notice shall be in writing and shall include the reasons for the layoff, and the position(s) affected. The Guild may promptly offer possible alternatives to the layoff for the Company’s consideration. After considering the Guild’s proposed alternatives, the Publisher’s final decision to implement layoffs shall not be subject to the grievance and arbitration provisions of Article 7 of this Agreement.
- b) When deciding on layoffs, the Publisher shall give consideration to the work to be done and the seniority, previous journalism experience, skills, previous job performance, attendance record, training and other qualifications of employees covered by this Agreement. If all of the aforementioned qualifications, in aggregate, are equal, the least senior employee shall be laid off. The Publisher may elect, in its discretion, to solicit volunteers to be laid off. If the Company does request voluntary layoffs it shall not be required to accept the offer of any employee who volunteers to be laid off. In instances of voluntary layoff, employees volunteering for layoff shall receive the same layoff benefits per Article 24: Severance, as if involuntarily laid off, provided they sign a joint waiver

and release of claims. At the Publisher's discretion laid off employees may be excused from work during the notice period.

Section 3. Seniority shall be considered broken by (1) discharge for just and sufficient cause, (2) resignation or retirement, (3) twelve (12) consecutive months of layoff or (4) refusal to accept an offer of rehire made pursuant to Article 26: Recall list.

Section 4. Employees laid off because of a reduction in force shall be afforded all rights afforded to them under the COBRA statute and its implementing regulations. It is understood that health care insurance coverage for employees laid off will continue through the end of the calendar month in which the layoff occurs. Employees will be eligible for Company-subsidized COBRA benefits at the same rate of coverage for a maximum of three (3) months, provided the employee pays a portion equal to the active employee premium for the plans in which the employee is enrolled at the time of termination and pursuant to the terms of Article 24: Severance, including signing a valid waiver and release agreement.

Section 5. Upon thirty (30) calendar days' notice to the Guild, the Publisher has the right to install and operate any new equipment or to bring about major technological change, including automation, in any department covered by this Agreement. The Publisher, if possible, will train affected employees on new processes and equipment, or reassign employees in accordance with Article 11: Transfers and Promotions as practicable to minimize reduced employment opportunities and as consistent with the effective operation of the business.

Employees laid off due to changes in equipment or technology shall be eligible for severance as defined in Article 24: Severance. It is understood that this provision does not apply to routine software upgrades or the replacement of existing equipment such as computers and associated devices.

#### **Article 24: Severance**

Section 1. Severance pay shall be paid to regular full-time employees, on a regular bi-weekly basis (or in a lump sum at the discretion of the Employer) in an amount totaling a full severance amount equal to two (2) weeks' pay for every year of full-time equivalent service (prorated for fractional years of service), up to a maximum of twenty-six (26) weeks. An employee shall

receive no fewer than four (4) weeks of severance pay, regardless of years of service. Such pay shall be computed at the employee's current rate of base pay, excluding overtime, shift or job differentials or any other premium or additional compensation.

Section 2. Severance pay shall be paid to part-time employees on a bi-weekly basis in amounts totaling a full severance amount equal to one (1) weeks' pay for every year of service (prorated for fractional years of service) up to a maximum of thirteen (13) weeks. An employee shall receive no fewer than two (2) weeks of severance pay, regardless of years of service. Such pay shall be computed at the employee's current rate of base pay, based upon average hours worked during the immediately preceding six (6) months excluding any overtime, shift or job differentials or any other premium or additional compensation

Section 3. Severance pay need not be paid to an employee discharged for just cause, self-provoked discharge for the purposes of collecting severance pay, to temporary employees (including interns) or on-call employees, or to an employee who retires from the Washington Papers or who leaves of their own volition. The payment of severance in any of these cases shall be optional with the Publisher.

Section 4. From severance pay the Publisher may deduct any levy or tax to which the employee is subject under state or federal legislation.

Section 5. A person re-employed who has received their full severance package becomes a new employee of the Publisher as regards to severance pay. An employee recalled who has only received part of their full severance amount shall become a new employee of the Publisher in connection with severance pay accrual, but shall be credited for any unpaid severance amounts for future severance purposes. An employee laid off again shall receive any unpaid severance they would have been eligible for during the prior layoff, in addition to newly earned severance for the most recent period of employment. In no case shall the Employer seek reimbursement of severance already paid.

Section 6. If an employee eligible for a severance benefit dies, after the employee has been terminated but before the severance payment has been made, the Company shall pay the severance amount to the employee's beneficiary, or the employee's estate, if no beneficiary has been designated.

Section 7. The Publisher will pay the balance of the COBRA premium for a maximum of three (3) months, provided the employee pays a portion equal to the active employee premium for the plans in which the employee is enrolled at the time of termination.

Section 8. In order to receive the severance payments, and, if applicable, COBRA subsidy, an affected employee must sign a valid waiver and release agreement attached as Appendix A.

## **Article 25: Recall**

Section 1. Within seven (7) calendar days after the employee is notified of their layoff, the laidoff employee shall notify the Employer in writing whether they want to have their name placed on the rehire list. The Publisher will alert laid-off employees of their eligibility for the recall list upon notice of layoff

Section 2. Upon such notice, the Employer agrees to place requesting employees who have been laid off on a recall list for a period of twelve (12) months from the date of layoff.

Section 3. If a position becomes available in the employee's classification and the Employer determines to fill it, employees will be recalled to service in the classification from which they were laid off based upon the employee's qualifications, performance history and seniority. In instances where qualifications and performance history are comparable, seniority shall be the tiebreaker. If the company does not hire a person on the recall list for an open position, it shall provide a written explanation to the Guild.

Section 4. In order to be eligible for recall, laid-off employees must keep the Employer informed of their current contact information, including their email, mailing addresses and phone number in writing. The Employer's obligation to offer reinstatement shall be fulfilled by emailing to the most recent addresses supplied by laid off employees and by mailing notices by certified mail to the most recent addresses supplied by laid off employees.

Section 5. A laid-off employee must respond to the Employer in writing within fourteen (14) calendar days after such a recall offer has been made by mail and email by the Publisher. Any employee failing to respond to the recall offer or declining an offer of recall shall be deleted from the recall list.



Section 6. If there are two or more employees within the same classification on the recall list who are deemed to have equal qualifications, performance history and seniority, the employee with the earliest date of layoff shall be recalled.

## **Article 26: Holidays**

Section 1. Regular full-time and part-time employees shall receive the following paid holidays:

- a) New Year's Day
- b) Martin Luther King, Jr. Day
- c) Presidents Day
- d) Memorial Day
- e) Juneteenth
- f) Independence Day
- g) Labor Day
- h) Thanksgiving
- i) Christmas
- j) One annual diversity day of an employee's choosing as noted in Section 4 below.
- k) The employee's choice of a day thirty (30) days before or after an employee's birthday.

Section 2. Regular full-time employees not working on these days shall be paid the value of one day of pay. Such time shall not be counted when computing overtime. Part-time (<30 standard hours) employees who have completed their first day of work are eligible for holiday pay for observed holidays that occur after their first workday if the holiday falls on one of their regularly scheduled work days. Part-time employees not working on these days shall be paid the value of their average hours worked per day. Temporary and on-call employees are not eligible for holiday pay.

Section 3. 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.

Section 4. Employees may choose up to one (1) diversity day annually, recognizing a holiday of personal, religious or cultural significance. In order to be eligible for a Diversity Day, employees

must have been hired on or before January 1 of the current year. Employees will be asked to submit their request for a Diversity Day by January 15.

Section 5. Employees may choose to substitute up to two (2) of the holidays outlined above for another holiday of personal, religious or cultural significance. Employees who substitute holidays will work at their regular rate of pay on the base holiday they have chosen to substitute.

Section 6. The Employer, at its discretion, may choose whether to staff a holiday (in accordance with past practice). In staffing any holiday, the Employer may staff that holiday in accordance with its past practice. Within each individual newsroom, employees may also volunteer to work holidays subject to management approval. Employees may substitute for other employees or trade holidays with other employees upon mutual agreement by both employees and subject to management approval. With the exception of unexpected vacancies (below) the Employer shall provide no less than one (1) month of notice to employees before requiring them to work on a designated holiday. In the event of unexpected holiday shift vacancies (due to illness, resignation, etc.), at a publication that has chosen to staff the holiday, the Employer shall seek qualified volunteers to work the holiday. If no employee volunteers for the holiday then the Employer may staff the holiday in its discretion and will consider factors including, but not limited to scheduled vacations and other holidays worked.

Section 7. No employee shall be required to work both Christmas Day and New Year's Day.

Section 8. When a regular full-time hourly employee is required to work on any of the designated holidays, the employee shall be paid one and one-half (1 ½) times the employee's straight-time rate of pay for hours worked on the holiday, unless the employee and supervisor mutually agree to substitute the holiday for another day (to be paid at regular time).

Section 9. In no event shall an employee be required to observe two (2) holidays on the same day.

## **Article 27: Vacation**

Section 1. Commencing on the date of execution of this Agreement:

- a) The Employer shall provide enough scheduling flexibility for Employees to take their accrued vacation during the calendar year in which they are entitled.
- b) The Employer may consider any special or unforeseen circumstances that may result in a need by the Employee to reschedule the vacation, and permission to do so will not be unreasonably withheld. In establishing a vacation schedule, the Employer may take into consideration the needs of the Employer to maintain necessary staffing in order to carry on operations.
- c) In the event of a conflict between (2) two or more Employees concurrently requesting the same vacation time, and the Employer determines that all Employees requesting that time will not be permitted off, the vacation time selected will be awarded on a seniority basis, with the most senior Employee having the first choice.
- d) For vacation requests involving the Thanksgiving Holiday week, Christmas Holiday week, or New Year's Day Holiday week requests shall be granted as feasible at management's discretion based upon operational need. An employee may be precluded from taking the same holiday week in two consecutive years.
- e) An Employee may begin vacation on any day of the week.
- f) Employee requests for vacations of more than one week require approval by the Editor.
- g) An Employee who is hospitalized while on vacation may substitute available sick leave for vacation for time spent in the hospital.
- h) An employee whose vacation is denied will be provided an explanation for the denial.
- i) In the ordinary course, an employee shall not be required to perform work during their approved vacation or to work additional time before their vacation to complete work they would otherwise have performed during their time off.

Section 2. Employees shall maintain the ability to roll over ten (10) days of accrued but unused vacation. On December 31st of each year, any such approved but unused vacation up to a maximum of ten (10) days, shall be converted to Personal Bank (which may be used but shall not be paid out upon separation). The maximum number of days an employee may maintain in their Personal Bank at any time is capped at ten (10) days.

Section 3. Prior to the start of each six-month period, the Employer will identify the vacation periods open for selection to the Employees. Vacation requests made in accordance with this six-

month vacation scheduling system shall be scheduled on the basis of seniority, with seniority calculated based on the Employee's service entry date. Vacation requests made after the start of the six-month period will be scheduled on a first-claimed, first-assigned basis. An Employee may submit special long-term vacation requests to the Editor for approval outside of the provisions of this paragraph. Under no condition shall an employee's vacation be canceled as a result of another employee requesting a vacation.

Section 4. Employees must make all requests for vacation (not previously made under section 3) to their immediate supervisor via e-mail at least two weeks in advance of the desired time off if the request is for vacation for one week or less, and at least four (4) weeks in advance if the desired time off is for vacation of more than one week. The supervisor will communicate the approval or disapproval to the Employee within one (1) week. Nothing in this section shall prohibit the Employer from considering unanticipated vacation requests made outside of the confines of this timeline, so long as the employee makes the vacation request as soon as is reasonably practicable.

Section 5. To meet bona fide news or staffing emergencies as determined by the Employer, the Employer may rescind an Employee's scheduled vacation. The term "staffing emergency" shall mean an unexpected and unscheduled staffing level, based upon the standard staffing of the respective newsroom, that substantially impairs news coverage. The employee may suggest, and the Employer will consider, coverage alternatives to rescinding an employee's vacation. The Employer will make all reasonable efforts to avoid rescinding the scheduled vacation of an employee who is traveling outside of the immediate coverage area. If an employee already on vacation must travel to return to the coverage area, the Employer shall contact the employee to request their return. If the employee chooses not to or is unable to return to provide coverage, the Employer will: 1) discuss the employee's availability to work remotely, 2) explore the option of another Guild-represented employee to provide the news coverage; and, if that option is not feasible, may then 3) enlist the services of a non represented individual to provide the coverage during the pendency of that news and/or staffing emergency. Employees whose vacations are rescinded will be immediately eligible to reschedule their vacation.

Section 6. Employees are strongly encouraged to take their accrued vacation each year. With Employer approval employees may also take up to one (1) week of vacation per year beyond

their accrued vacation time. It is understood that this would result in a negative vacation balance, creating a payment advance for the employee. It is agreed if the employee has a negative vacation balance at the time of their termination, the amount advanced by the Employer to the employee is subject to recovery from their final paycheck.

Section 7. Vacation accrual shall begin on an employee's first day of employment, and shall accrue continuously according to the following schedule:

- a) Employees with less than four (4) years' service will earn .057693 hours of vacation for each hour of straight time paid for a maximum of fifteen (15) days per year.
- b) Employees with four (4) or more completed years of service will earn .076923 hours of vacation for each hour of straight time paid for a maximum of twenty (20) days per year.

Employees leaving the service of the Employer shall receive liquidation of accrued but unused vacation. This provision does not apply to any balance in an employee's Personal Bank.

## **Article 28: Sick leave**

### *Section 1. Policies and provisions*

- a) Employees may be paid for hours in which they do not report for work for any reason allowed under the Washington Paid Sick Leave law. This may include personal illness, illness of a family member, closure of an employee's workplace or child's school for a health-related reason as ordered by a public health official, or any qualifying reasons under the state's Domestic Violence Leave Act.
- b) Sick leave shall be paid at the employee's regular rate of pay.
- c) The Employer may ask for documentation from a health care provider if the employee has been absent due to illness or injury for three or more consecutive days.

### *Section 2. Accrual*

- a) Full-time employees scheduled to work thirty (30) or more hours per week receive ten (10) sick days per year.
- b) Employees working fewer than thirty (30) hours per week shall receive one (1) hour of sick leave for every forty (40) hours worked.

- c) Upon hire, and for the balance of their first year of employment, a full-time employee shall be granted a pro-rated sick leave balance based upon their hire date. Part-time employees shall accrue sick per Section 2(b) above.
- d) At the beginning of the calendar year immediately following the hire date and at the beginning of each calendar year thereafter, full-time employees shall receive the full amount of sick leave for which they are eligible in a given year.
- e) Up to a maximum of 40 hours of sick leave shall be carried over from year to year in accordance with the Washington State Paid Sick Leave law.

### Section 3. *Notice*

- a) To receive compensation for incidental sick days, employees must notify their supervisor as soon as practicable, and in any event at least one (1) hour before the start of the shift for which they will not report (unless a reasonable excuse is provided for their inability to provide such advance notice). Employees are responsible for entering their sick day(s) into Kronos.

Section 4. All employees with hours in grandfathered sick leave banks will be able to access those hours while on approved leaves of absence to supplement their short-term disability or workers' compensation disability payments.

Section 5. Unused sick leave may not be converted to a cash benefit and is not payable upon termination of employment for any reason.

## **Article 29: Leaves of absence**

Section 1. *Intent.* It is the Publisher's intent to fully comply with federal, state and local laws regarding leave. To the extent this Agreement or the Publisher's policies provide greater rights than the law, the provision that gives the employee the most beneficial right(s) shall be in effect.

Section 2. *Request for leave.* Employees seeking a leave of absence shall contact the Leave Administrator in the People Team who shall provide the request for leave form and any applicable associated materials to the employee. The request for leave form shall be submitted electronically to the Leave Administrator and to any applicable third-party leave administrator.

All leave requests shall be electronically submitted to the Leave Administrators at least two (2) weeks in advance, except in any situation beyond the employee's control. Such requests shall state all pertinent details and the amount of time requested in accordance with the requirements of the request for leave form.

Section 3. *Leave without Authorization.* Absence from duty without authorization from the employee's supervisor may be the basis for disciplinary action. This provision shall not apply to a situation beyond the employee's control (e.g. emergency hospitalization).

Section 4. *Paid Leave.* Leave with pay shall not alter an employee's anniversary date of employment, nor otherwise affect compensation or job status with the Publisher.

Section 5. *Leave Without Pay.* Whether unpaid leaves shall be construed as breaks in continuity of service shall be determined pursuant to Company policy. In the event an employee wishes to continue their insurance benefits during such unpaid leave, and continuation of benefits is allowable under Company policy and state and federal law, the employee shall arrange to pay the applicable premium(s) during the leave. Reinstatement rights, if any, shall be determined at the discretion of the Publisher unless such rights are required by law or Company policy.

Section 6. *Types of leave*

### **Paid Maternity & Parental Leave**

The purpose of the paid maternity and parental leave is to enable employees to care for and bond with a newborn, or a newly adopted or newly placed child. These policies will run concurrently with Family and Medical Leave Act (FMLA) as applicable and will integrate with any applicable local, state and/or federal law. The Company will provide 6-8 weeks of fully paid maternity leave for employees who give birth. In addition, the Company will provide up to ten (10) weeks of fully paid parental leave to employees, following the birth of an employees' child or the placement of a child with an employee in connection with adoption, parental surrogacy or foster-to-adopt care. For birth mothers, the 6 – 8 weeks of maternity leave and the ten (10) weeks of parental leave shall not run concurrently.

Eligibility:

Eligible employees must meet the following criteria:

- Have been employed with the company for at least 6 months; and
- Be regularly scheduled to work at least 30 hours per week; temporary employees (hired for less than one year) and interns are not eligible for this benefit.

In addition, to qualify for paid parental leave employees must meet one of the following criteria:

- Have given birth to a child; or
- Be a spouse or domestic partner of a person who has given birth to a child; or
- Have had a child placed with them through parental surrogacy; or
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be 17 years or younger). The adoption of a new spouse's child, and temporary foster care such as respite, emergency, kinship or therapeutic foster care, is excluded from this policy.

#### Amount, Time Frame and Duration of Paid Maternity Leave

Paid maternity leave benefits for employees giving birth, can commence as of the child's anticipated or actual birthdate. The paid maternity leave program will pay six (6) weeks of base pay as a result of a natural delivery and eight (8) weeks of base pay as a result of a c-section delivery.

Prior to the birth of the child, if the employee giving birth to the child is released from work by their physician, before the child's projected due date, they will be covered during that prepartum period under the Company's short-term disability program.

If an eligible employee gives birth to another child within the 12-month time frame, the employee giving birth will be covered under the Company's paid maternity leave program only. If the employee has not been released by their physician at the end of the paid maternity leave program, the employee may be eligible for the Company's short-term disability program.

#### Amount, Time Frame and Duration of Paid Parental Leave

Eligible employees will receive up to a maximum of ten (10) weeks of paid parental leave per birth, adoption, parental surrogacy or foster-to-adopt placement of a child/children. The fact that



a multiple birth, adoption, parental surrogacy or placement occurs (e.g. the birth of twins or adoption of siblings) does not increase the ten (10) week total amount of paid parental leave granted for that event. In no case will an employee receive more than ten (10) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, parental surrogacy or foster-to adopt placement event occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100-percent (100%) of the employee's regular straight time weekly pay, based upon their standard hours per week. All parental leave payments will be integrated with, and offset by, any applicable local, state and/or federal paid leave or disability pay. All payments will automatically assume participation in the applicable local, state and/or federal paid leave or disability pay programs. Paid parental leave benefits will be paid on a biweekly basis on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption, parental surrogacy or placement of a child with the employee. Paid parental leave may not be used or extended beyond the 12-month time frame. Paid parental leave for the employee giving birth may begin after their paid maternity leave has ended.

Employees can take parental leave in a minimum of one week increments and must use all paid leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

Upon termination of the individual's employment, they will not be paid for any unused paid parental leave for which they were eligible.

#### Coordination with Other Policies

Paid maternity and parental leave taken under these policies (where applicable) may run concurrently with leave under the FMLA, any applicable state or local leave law; as well as the company's short-term disability program. Any leave taken under these policies that falls under the definition of circumstances that qualify for the leave due to the birth or placement of a child due to adoption, parental surrogacy or foster care, the leaves will be counted towards the 12 weeks of available FMLA per 12 month period, as well as applicable leaves in state and local law. All other requirements and provisions under the FMLA will apply. In no case will the total

amount of leave - whether paid or unpaid - granted to the employee under the FMLA, exceed the 12 FMLA weeks during the 12-month FMLA period.

After the paid parental leave is exhausted, the balance of any leave may be compensated through employee's accrued sick, Personal Bank, vacation and personal time. The employee has the option whether or not to use their remaining sick, Personal Bank, vacation or personal time. Upon exhaustion of employee elected use of accrued sick, Personal Bank, vacation and personal time, any approved remaining leave will be unpaid leave.

The company will maintain all benefits for employees during the paid maternity and/or paid parental leave.

If a company holiday occurs while the employee is on paid maternity and/or paid parental leave, the employee will not be eligible for holiday pay, and such day(s), will not extend the total paid maternity or paid parental leave entitlement.

#### Request for Paid Parental Leave

The employee will provide their supervisor and the People Team Leave Administrator with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave is not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation required to substantiate the request.

#### **Medical And Family Leave**

The Employer agrees to comply with the Family Medical Leave Act as well as any similar Washington state law governing family and medical leaves.

#### **Domestic Violence Leave**

An employee who is experiencing domestic violence, sexual assault, or stalking, or whose family member who is living with them is experiencing domestic violence, sexual assault or stalking, may use vacation, sick or personal bank hours for the purposes of domestic violence relief. An employee may also request an unpaid leave of absence of up to three (3) months and thereafter return to their job. An employee will not be required to deplete all other available forms of leave before qualifying for an unpaid leave of absence. This leave shall be in addition to any leave

available to the employee through local, state, federal or other law. This leave may be taken intermittently, or as a reduced leave schedule.

### **Bereavement Leave**

Full-time and regular part-time Employees shall be allowed three (3) days paid bereavement leave in the event of the death of the employee's spouse, domestic partner, biological child, adopted child, foster child, stepchild, parent or legal guardian, step-parent, sibling of a parent, child of a sibling, spouse's or domestic partner's parent or legal guardian, sibling, sibling of a spouse or domestic partner, grandchild, grandparent, or spouse's or domestic partner's grandparent. Paid bereavement leaves may be granted for other relationships, or extended upon the mutual agreement of the employee and the employee's supervisor. If an employee requests to use available sick leave or vacation time for days immediately preceding or following days spent on bereavement leave that would have otherwise been normally scheduled workdays, approval of such request will not be unreasonably withheld.

### **Military Leave**

The Employer agrees to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

### **Jury Duty And Witness Appearance**

A regular full-time employee subpoenaed to serve on a jury shall receive full pay during periods of such service. An employee called for such service may, but shall not be required to, work on the day or days so spent. Employees are expected to return to work for the remainder of a work schedule if at least half of the scheduled work hours remain after release from jury duty. An employee summoned for jury duty or jury qualification must notify their supervisor as soon as practicable.

Regular full-time employees subpoenaed to testify as a witness in any court or administrative proceeding shall only be paid for testimony against or on behalf of the Company in an action that is job-related.

Absence to serve on a jury or to testify at a court or administrative proceeding shall be counted as time worked in computing all benefits. Jury service and/or witness appearance time shall not be counted as hours worked for the purposes of computing overtime.

### **Fellowship leave**

Employees selected for a fellowship approved by the Company shall be granted up to one (1) year of unpaid leave for the completion of such a program. Upon return, an employee shall be restored to their former job classification and salary, but may not be returned to the exact position they held before taking leave.

### **Union Leave**

If an employee is elected or appointed to an office of The NewsGuild or the AFL-CIO, CLC, or an office of a local of The NewsGuild, such employee, upon request, and upon management approval, shall be given an unpaid leave of absence of up to five (5) days and shall be reinstated in the same or comparable position upon the expiration of such leave. No more than one (1) employee shall be on such leave at any one time. Union leaves of absence shall not count as breaks in continuous service. Such leaves shall be considered service time in computing all benefits.

Section 7. Employer Policies. Except as specified in this Agreement, the Employer's policies regarding leaves of absence shall apply to bargaining unit employees.

### **Article 30: Hours and overtime**

Section 1. The normal workweek shall consist of forty (40) hours within five (5) days per week for full-time employees. In no instance shall an employee be required to work more than six (6) days without days off except in the case of news emergencies. The term "news emergency" means a local, regional or national emergency, disaster, civil unrest or similar exigent circumstance. The provisions of this Article may be waived upon mutual agreement by the employee and the Publisher.

The Parties agree that this provision shall not apply to seasonal beats in which the news coverage would be compromised by its application. These seasonal positions shall be limited to the lead state government reporter and sports reporters for the duration of their peak seasons.

Section 2. The work day shall generally consist of eight (8) hours falling within nine (9) consecutive hours except: 1) upon mutual agreement of the employee and the Employer and 2) in the case of a news coverage necessity. In the ordinary course, the Employer shall not require employees to work split shifts.

Section 3. The Employer shall pay non-exempt employees for all overtime work at the rate of time-and-a-half of the employee's regular hourly rate. Overtime shall be paid based upon hours worked, and shall be paid for all hours worked beyond forty (40) hours in a work week. Upon mutual agreement of the employee and Employer, an employee who works more than 40 hours in a week may opt to take compensatory time in lieu of overtime at the time-and-a-half rate. The Employer shall maintain a record of all compensatory time granted to employees, and shall make such record available to employees. Compensatory time shall be used prior to an employee's departure and shall not be paid out upon departure.

Section 4. The Publisher will provide full-time employees with consecutive days off. Full-time employees regularly scheduled to work Saturday or Sunday shall receive two consecutive days off unless otherwise mutually agreed to by the employee and the Publisher, one of which shall be the other weekend day. The Parties agree that this provision shall not apply to seasonal beats, defined in Section 1, in which the news coverage would be compromised by its application.

Section 5. An employee who is required by the Publisher to return to work beyond their normal work schedule – which shall constitute returning to the office, travel to an assignment, or performance of a new assignment regardless of location – after the employee's workday concludes shall be paid for all time worked, but not less than two (2) hours plus all travel time.

Section 6. The Employer shall not change an employee's start time without at least 48 hours' notice or their days off without at least two (2) weeks' notice unless necessitated by breaking or emergent news or unanticipated operational and/or staffing needs. It is understood that employees and the Employer may mutually agree to a changed start time or changed days off at any time.

Section 7. There shall be no less than twelve (12) hours between an employee's scheduled shifts except for news emergencies and seasonal beats in which the news coverage would be compromised by its application, and Election Day coverage. These seasonal positions shall be limited to the lead state government reporter and sports reporters for the duration of their peak seasons. An employee and the Publisher may agree to waive the twelve (12) hour requirement upon mutual agreement.

Section 8. The Employer shall keep a record of all overtime. Copies of such records shall be given to the Guild on request. Employees shall be responsible for entering their work hours, including overtime work hours, into the Company's timekeeping system (Kronos).

### **Article 31: Wages and general wage provisions**

Section 1. Upon ratification of the Agreement, the Employer agrees to maintain a minimum annual salary of \$45,000 (or the hourly equivalent based upon a 40-hour work week) for all current regular full-time journalist bargaining unit employees in the newsroom, (excluding administrative and clerical employees).

At the time of ratification, any current regular full-time journalist (excluding administrative and clerical employees) whose salary is below \$48,000 shall receive a pay increase to this rate.

Employees with salaries at or above \$48,000 will receive a 3% wage increase. If the increase percentage to bring an employee to \$48,000 is less than 3%, the employee will receive a 3% increase. Administrative and clerical workers shall also receive a 3% increase on ratification.

Section 2. Upon the first payroll period following the first anniversary date of ratification of the Agreement, all current employees shall receive a 2% wage increase. Upon the first payroll period following the two-year anniversary date of ratification of the Agreement, all current employees shall receive an additional 2% wage increase.

Section 3. Merit Pay. In addition to the increases noted above, the Company has the discretion to pay employees merit increases or bonuses based on performance in any given year. The Company's decisions to award, or not award, merit increases or bonuses to individual

employees, in whatever amounts, shall not be subject to grievance, arbitration or bargaining with the Guild.

Section 4. For employees with similar skills and experience there shall be equal pay for equal work or work of equal value.

Section 5. There shall be no reduction in wages or salaries during the life of this Agreement unless mutually agreed between the Company and the Guild.

Section 6. No employee shall perform work temporarily or permanently of a kind that constitutes a double job such as reporter-photographer, without the consent of the employee and the Guild. The Guild shall not unreasonably deny any such requests for work coverage when the absence of coverage would cause adverse impact to the business. It is understood that reporters may take photos and videos in support of reporting. It is also understood that visual journalists may write limited copy in support of visual journalism. Such interchange shall be considered incidental to an employee's primary responsibilities, and under no circumstances shall the Employer allow such interchange to directly result in the layoff of employees or reduction of bargaining unit work. Employees performing work outside their normal duties (i.e. a photographer writing copy) are not expected to possess the same level of skill as those employees whose primary duties include those skills.

Section 7. The minimum salaries established in this agreement are minimums only; nothing shall preclude the Employer from providing pay above the defined minimums.

### **Article 32: Wage differentials**

Section 1. Employees meeting the criteria herein shall receive additional weekly certification differentials or payment of class fees and for class time as set forth below. Employees working less than full-time shall be paid the differential on a pro-rata basis.

Section 2. *Multilingual journalist differential:*

Employees certified in a foreign language and who the Publisher regularly requires to provide that foreign language for translation services as part of their job responsibilities shall receive a weekly differential of \$25.

Certifications may be obtained from any of the following:

American Translators Association, or

Other translation certification the Company designates

With supervisor approval, employees proficient in a foreign language may occasionally perform work with or on behalf of their colleagues, such as translating interviews, reading documents and more. For shifts in which an employee provides such service, they shall receive a daily differential of \$7. An employee whose primary job duties do not include translation services as described herein may decline to provide such services without repercussion.

*Section 3. Data journalist differential:* The Employer shall pay the associated registration and class fees for any employee who the Employer requires to obtain a Data Analyst Certification for the performance of their job duties. The Employer shall additionally pay any such employees for their time in the classes required for that certification. Certifications may be obtained from:

Certified Analytics Professional or Associate Certified Analytics Professional; or

Other certification the company designates.

*Section 4. Drone Pilot Certification:* The Employer shall pay the associated registration and class fee for any employee who the Employer requires to obtain a Remote Pilot Certificate from the FAA. The Employer shall additionally pay any such employees for their time in the classes required for that certification.

*Section 5. Night differential:* Any employee shall receive a night differential of \$7 for the shift when performing work that must be performed during the hours of 9 p.m. to 6 a.m. This is not intended to include any work done between the hours of 9 p.m. to 6 a.m. as a matter of the employee's own preference.

### **Article 33: Healthcare**

For the life of this Agreement, the Employer agrees to offer eligible bargaining unit employees group health benefits according to the provisions of this Article. The eligibility terms for these plans shall remain consistent with those offered to non-represented employees of the Employer.



The Employer shall continue to offer other insurance coverage to eligible bargaining unit employees and their qualified dependents in effect at the signing of this contract, including Medical, Dental, Vision, Life/Accidental Death and Dismemberment (“AD&D”) Insurance plans, Sickness and Accident coverage (“Short-Term Disability”), Flexible Spending Accounts (Section 125 Plan) and Section 132(f) tax-free Qualified Transportation Benefit Accounts to eligible employees covered by this collective bargaining agreement, upon proper enrollment. The terms and benefits of these plans shall remain consistent with those offered to non-represented employees of the Publisher..

The Publisher agrees to furnish the Guild annual premium rates for The Washington Papers plans, including estimated composite premiums upon request.

To the extent the McClatchy Company offers an additional health plan to other employees at other locations and for which Washington Paper employees could be eligible, the Publisher shall provide the opportunity for employees at the Washington Papers to participate subject to negotiations on open-enrollment timing, allocations and premiums. The Employer and Guild will meet by no later than July 1 and Sept. 1, 2022 to discuss the status of healthcare adoption.

### **Article 34: Retirement**

Section 1. The Employer shall continue participation in The McClatchy Company 401(k) Plan (the “Plan”) subject to the limitations set forth in this Article. Eligible bargaining unit employees are entitled to participate in the Plan on the same terms and conditions as other eligible employees of the Washington Papers

Section 2. Consistent with the terms of the Plan the Company will match 1/3 of the first 6% of eligible contributions that employees make to the plan, up to the applicable annual match limit.

Section 3. The company has the sole and exclusive discretionary right to at any time change or modify the Plan or to offer a new or replacement program, and/or to transfer participants to a new program(s). To the greatest extent practicable, the Company shall notify the Guild in writing of any proposed change, modification, replacement or transfer at least ninety (90) days before the effective date of such change, modification, replacement or transfer.

### **Article 35: Dress code**

Employees are expected to report to work well-groomed, clean and dressed in attire appropriate to the assignment. Some employees may be required to wear safety equipment/clothing.

Employees who report to work dressed or groomed inappropriately may be prevented from working until they return to work well-groomed and wearing the proper attire. Non-exempt employees will be asked to clock out and will be sent home. Employees who are repeatedly sent home due to inappropriate dress or grooming may be subject to disciplinary action. Dress, attire and/or appearance that are not allowed anywhere within the Company or its operations include, but are not limited to offensive, inappropriate, derogatory or sexually suggestive clothing, accessories or body art. This policy shall be applied equally regardless of an employee's gender, race, religion or other identifying factors.

### **Article 36: Employer policies**

Employees will adhere to policies contained in the McClatchy Employee Handbook, except as amended by this agreement. The Company will advise employees and the Guild of any substantive proposed handbook revisions or additions, and upon request shall bargain over any substantive changes to the terms and conditions of employment. If there are conflicts between the Employee Handbook and this agreement, the Collective Bargaining Agreement shall be controlling

### **Article 37: Miscellaneous**

Section 1. *Maintenance of benefits*: No employee shall lose any rights or privileges enjoyed pursuant to company policy or general company practice prior to the signing of this Agreement (and not enumerated in this Agreement) – due to the implementation of this Agreement. All such rights and privileges shall remain in full force and effect for the duration of this Agreement for employees covered by this Agreement to the same extent and degree they remain in place for non-represented employees.

Section 2. *Name changes*: Employees may change their professional byline to align with a reasonable name change. An employee who changes their name may change their byline prospectively. The Company and the journalist will work together to make changes to bylines,

including on any material previously published on online McClatchy products to the extent practicable.

Section 3. *Employee monitoring*: The Employer uses electronic employee access control systems for lawful business purposes and to assist in the safety and security of business systems and premises, and not for the monitoring or tracking of individual employees. Electronic card entry, electronic keypad entry, video cameras, and computer sign-on, sign-off records will not be used as “time clocks” in the normal course of business for the purpose of logging, tracking, or recording hours worked by an employee. The Employer reserves the right to use data from such systems in investigations into employee misconduct.

Computers, Networks, Internet Access and Company provided electronic equipment, herein described as “Business Systems,” will not be used to access or monitor an employee’s private computer. The Employer reserves the right to monitor electronic traffic and/or communication to and from its Business Systems.

## Section 5. *Definitions*

### Classifications

Classifications shall be understood to consist of the following employee groups:

- a) Reporters
- b) Photographers and videographers
- c) News clerks, sports clerks, archivists

### Cross-market employees

Employees who are performing work serving multiple McClatchy newsrooms serving different markets.

### News emergency

The term “News Emergency” means a local, regional or national emergency, disaster, civil unrest or similar exigent circumstances.

### **Article 38: Successorship**

This Agreement shall inure to the benefit and be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee.

### **Article 39: Duration**

Section 1. This Agreement shall take effect June 9, 2022 and continue in force until June 9, 2025.

Upon notice and within ninety (90) days prior to the expiration date of this agreement, the Employer or the Guild may initiate negotiations for a new Agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations; provided, the provisions of this Agreement shall terminate if and when any one of the following conditions occur:

- a) There is a legal impasse in negotiations;
- b) There is a strike;
- c) The Company engages in a lockout;
- d) The parties reach agreement on a new contract ratified by the bargaining unit.

**Agreed to this 9th day of June, 2022**

Stephanie Pedersen  
Stephanie Pedersen (Jun 10, 2022 09:06 PDT)

Stephanie Pedersen  
Northwest Regional Editor  
For The McClatchy Company d/b/a  
The News Tribune, Olympian, Bellingham  
Herald and Tri-City Herald



Kaitlin Gillespie  
Administrative officer  
For the Pacific Northwest Newspaper Guild  
TNG-CWA Local #37082

## **APPENDIX A: Release of claims**

In consideration of the Severance Pay Allowance in the amount of \_\_\_\_\_ (less applicable taxes and deductions) and, if applicable, Company-subsidized Welfare Benefits, provided to me by **Company name** both of which I, **Employee Name**, would not be entitled to without entering into this Waiver and Release Agreement, I, voluntarily enter into this Waiver and Release Agreement.

I, on my own behalf and on behalf of my heirs, executors, administrators, attorneys and assigns, hereby unconditionally and irrevocably release, waive and forever discharge Company name, and each of their affiliates, parents, successors, predecessors, subsidiaries and their former, current and future directors, owners, members, shareholders, officers, agents, and employees (collectively all of the foregoing are referred to as the "Company"), from any and all causes of action, claims and damages, including attorneys' fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date of my signing of this Waiver and Release Agreement, concerning my employment or separation from employment. This release includes, but is not limited to, any claim or entitlement to salary, bonuses, any other payments, benefits or damages arising under any federal law (including but not limited to, Title VII of the Civil Rights Act of 1964, 42 USC §2000e, et seq., the Age Discrimination in Employment Act, 29 USC § 621 et seq., the Older Workers Benefit Protection Act 29 USC §§ 623 & 626, the Employee Retirement Income Security Act of 1974, 29 USC § 1001, et seq., the Americans with Disabilities Act, 42 USC § 12101, et seq., the Worker Adjustment and Retraining Notification Act, 29 USC § 2101, et seq. (or state equivalent), the Genetic Information Nondiscrimination Act of 2008, Pub.L. 110-233, 122 Stat 881, Executive Order 11246, each as amended); any claim arising under any state or local ordinances or regulations, including but not limited , the California Fair Employment and Housing Act (CA Gov. § 12900 et seq.); **[INSERT STATE LAWS]** and any claim arising under any common law principle or public policy, including but not limited to all suits in tort or contract, such as,= wrongful termination, breach of contract (express or implied), defamation, negligent or intentional infliction of emotional distress, invasion of privacy or loss of consortium.

I understand that by signing this Waiver and Release Agreement I am not waiving any claims or rights which cannot be waived by law, including the right to file an administrative

charge or participate in an investigation conducted by an administrative agency, such as the Equal Employment Opportunity Commission (the “EEOC”), any claims which I may make under state workers’ compensation or unemployment laws and/or any claims which by law I cannot waive. I am waiving, however, any right to monetary recovery or individual relief should any federal, state or local agency (including the EEOC) pursue any claim on my behalf arising out of or related to my employment with and/or separation from employment with the Company.

I also represent that I do not currently have on file any suit, charge or claim against the Company concerning my employment nor have I transferred or assigned, or purported to transfer or assign, to any person or entity any claim or portion thereof. I agree not to sue the Company with respect to any claim covered by the waivers and releases set forth in this Waiver and Release Agreement. This promise not to sue does not cover a claim under the ADEA challenging the validity and effect of this Agreement to release any ADEA claims. I understand that if I sue the Company in violation of this Waiver and Release Agreement, I will be liable to the Company for its reasonable attorneys' fees and other litigation costs incurred in defending against such a lawsuit. Alternatively, in the event I sue the Company in violation of this Agreement, I understand that I may be required, at the Company's option, to return all monies and other benefits paid to me pursuant to this Waiver and Release Agreement minus \$100.00.

I further acknowledge that if I am hired on a temporary basis by **Company name** or an affiliated employer prior to the date the Severance Pay Allowance payment and/or Company-subsidized Welfare Benefits is required to be paid, the Company may delay such payment until the temporary assignment is completed.

If **Company name** or an affiliated employer offers me another position with **Company name** or an affiliated employer, any such reemployment is contingent upon my forfeiture of any unpaid severance payments. I also understand that, if applicable, Company-subsidized Welfare Benefits will end on the date of reemployment into a position wherein I qualify for Company sponsored healthcare benefits.

I further acknowledge that I will not at any time, directly or indirectly, disclose any Company confidential information to anyone, or use any confidential information for any reason, unless required by a lawfully-issued subpoena, notice of deposition, or court order. The term

“confidential information” means all information and electronic and paper documents unique to the Company that relates to the business, employees, contractors, subscribers, advertisers, operations, systems, finances or resources of the Company (including any advertiser, customer, contractor, or any entity doing business with the Company). “Confidential information” also includes any information that the Company is for any reason obligated to retain in confidence, as well as any attorney client communication. It does not include information generally known to the public.

I understand that the disclosure or improper use of confidential information will cause serious and irreparable injury to the Company. I acknowledge that I have returned all Company property and confidential information in my possession prior to my termination date. If I disclose or improperly use any confidential information, the Company shall be entitled to apply for and receive an injunction to restrain any violation of this paragraph and I will be liable for any damages the Company incurs.

I agree that I will not, directly, or indirectly, make any statements, either oral or written, or take any other actions which disparage or defame the Company, its products or business opportunities, or take any action which is in any manner detrimental to the Company. This does not apply to providing truthful testimony, under oath, in response to a properly-issued subpoena, notice of deposition, or court order.

I am signing this Waiver and Release Agreement knowingly and voluntarily. I acknowledge that:

1. I am hereby advised in writing to consult an attorney before signing this Waiver and Release Agreement;
2. I am hereby advised that the organizational unit for the current Separation Program is **[INSERT ORGANIZATIONAL UNIT]**

The selection process for these eliminations was as follows:

All positions within the organizational unit covered by this Plan are set forth in Appendix A and Appendix B of the Summary Plan Description (provided along with this Waiver & Release Agreement and incorporated by this reference);

3. I have relied solely on my own judgment and/or that of my attorney regarding the consideration for and the terms of this Waiver and Release Agreement and am signing this Waiver and Release Agreement knowingly and voluntarily of my own free will;
4. This Waiver and Release Agreement is written in a manner that I understand;
5. By executing this Waiver and Release Agreement, I do not waive rights or claims under the ADEA that arise after the date of its execution;
6. I am waiving all rights and claims in return for the consideration provided for herein which is in excess of anything of value to which I am already entitled;
7. I am not entitled to the Severance Pay Allowance and/or Company-subsidized Welfare Benefits, if applicable, unless I agree to and honor the terms of this Waiver and Release Agreement. I also acknowledge that the specific Severance Pay Allowance and/or Company-subsidized Welfare Benefits that is the consideration for this Waiver and Release Agreement is the benefit(s) provided under **Supplement Number** of The McClatchy Company, LLC, Company Severance Pay Plan.

I understand that the Severance Pay Allowance for regular full-time eligible employees is equal to two (2) weeks of base pay, plus direct sales commission if applicable, for every year of continuous service with the Company or an affiliate, (including any partial year of service) if I am not offered a comparable position with the Company or an affiliate. The maximum Severance Pay Allowance will not exceed twenty-six (26) weeks of base pay, plus direct sales commission if applicable. The minimum Severance Pay Allowance will be four (4) weeks of base pay plus direct sales commission if applicable.

I understand that the Severance Pay Allowance for regular part-time-time eligible employees is equal to one (1) week of base pay, plus direct sales commission if applicable, for every year of continuous service with the Company or an affiliate (including any partial year of service). The maximum Severance Pay Allowance will not exceed ten (10) weeks of base pay, plus direct sales commission, if applicable. The minimum Severance Pay Allowance will be two (2) weeks of base pay, plus direct sales commission, if applicable.

I further understand that Welfare Benefits, if applicable, are equal to a maximum of three



(3) months of the Company portion of the COBRA medical, dental and vision premiums and the 2% administrative fee for the level of coverage I am enrolled in at the time of termination, provided I continue to pay the employee portion of the premiums. I understand that I am responsible for completing and returning the COBRA enrollment paperwork in the time period prescribed by the COBRA administrator and for making the appropriate payments. Failure to do so will result in ineligibility for both COBRA benefits and the Company subsidy;

8. I was given this Agreement on **[Insert date]** and I have been given at least forty-five (45) days to consider this Waiver and Release Agreement;

9. I may revoke this Waiver and Release Agreement within seven (7) days after signing it (employees working in Minnesota may revoke the waiver and release claims under the Minnesota Human Rights Act within fifteen (15) days after signing this Agreement) by submitting a written notice of revocation to the Plan Administrator's delegatee (insert Delegatee name and address) I further understand that this Waiver and Release Agreement is not effective or enforceable until after the seven (7) day period of revocation has expired without revocation, and that if I revoke this Waiver and Release Agreement, I will not receive the Severance Pay Allowance and/or Company subsidized Welfare Benefits;

10. I have read and understand the Waiver and Release Agreement and further understand that it includes a general release of any and all known and unknown, foreseen or unforeseen, claims presently asserted or otherwise arising through the date of my signing of this Waiver and Release Agreement that I may have against the Company;

11. No statements or conduct by the Company have in any way coerced or unduly influenced me to execute this Waiver and Release Agreement; and,

12. I have received (a) notice of the group of individuals covered by the severance Program and the eligibility factors and time limits applicable to such Program, and (b) a list of job titles and ages of employees selected for termination, and the job titles and ages of all individuals in the same classification or organizational unit who were not selected for termination, and have been given at least forty-five (45) days to consider this information.

I further acknowledge that there are no other agreements of any nature between the Company and me with respect to the matters discussed in this Waiver and Release Agreement, except as expressly stated herein, and that in signing this Waiver and Release Agreement, I am not relying on any agreements or representation, except those expressly contained in this Waiver and Release Agreement.

I further acknowledge and agree that if any provision of this Waiver and Release Agreement is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release Agreement shall continue in full force and effect. This Waiver and Release Agreement is deemed made and entered into in the State of **[Insert State]**, and in all respects shall be interpreted, enforced and governed under applicable federal law, and in the event that any reference shall be made to state law, the internal laws of the State of **[Insert State]** shall apply. Any disputes under this Waiver and Release Agreement shall be adjudicated by a court of competent jurisdiction in the State of **[Insert State]**.

I understand that, to receive the Severance Pay Allowance and, if applicable, the Company-provided COBRA subsidy, I must sign and return this Waiver and Release Agreement no sooner than my employment termination date and no later than forty-five (45) days from the date (i) I received this Waiver and Release Agreement, or (ii) my employment was terminated, whichever is later.

### **Facsimile / Electronic Signatures**

A signed electronic or facsimile version of this Agreement shall have the same force and effect as a signed original of this Agreement. The Parties also agree where practicable to use electronic signature technology, to expedite the execution of this Agreement, pursuant to the United States Electronic Signatures in Global and National Commerce (ESIGN) Act in 2000 and/or the Uniform Electronic Transactions Act (UETA).

ACKNOWLEDGED AND AGREED TO:

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Date

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Date

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Employee Signature

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Approved By Signature









# LABOR AGREEMENT - Washington Papers 2022-2025

Final Audit Report

2022-06-10

Created:	2022-06-10
By:	Catherine Ryan (cryan@mcclatchy.com)
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