

**LABOR AGREEMENT BETWEEN
LEE ENTERPRISES, INC., D/B/A THE LONGVIEW DAILY NEWS AND
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA LOCAL #37082
August 22, 2023 through August 22, 2024**

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Preamble

This contract is made this, August 22, 2023 between Lee Enterprises, Inc., doing business as The Longview Daily News, hereinafter known as the Employer or Publisher, and the Pacific Northwest Newspaper Guild-CWA, Local 37082 chartered by The News Guild-CWA (AFL-CIO, CLC) hereinafter known as the Guild or Union, for itself and on behalf of all employees of the Employer described in Article I.

Article 1: Coverage

Section 1. This Contract covers all newsroom employees at the Employer's offices in Longview, Washington; including reporters, copy editors, photographers and sports reporters, but excluding all other employees, interns, seasonal employees, managerial employees, confidential employees, guards, and supervisors as defined by the Act.

Section 2. The Guild shall be notified in writing of proposed additions and deletions to represented employee classifications in the unit. The creation of any new represented classification shall be subject to discussion and bargaining over its inclusion in the Guild.

Section 3. Performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to employees covered by this contract and others as specified below:

- a. The kind of work either normally or presently performed within the unit covered by this contract,
- b. Any other kind of work assigned to be performed within said unit.

Section 4. It is understood that management can perform all duties of unit employees, except that in no case shall the Employer reduce or eliminate bargaining unit work, by layoff, by assigning such work to managerial employees as defined in Section 1.

Section 5. The Employer is free to use stringers/independent contractors to perform bargaining unit work, except that in no case shall the Employer reduce or eliminate bargaining unit work, by layoff, by assigning such work to stringers or independent contractors.

Section 6. It is understood that the Employer may use wire, the regional design center or other outside provider for national, regional or otherwise relevant and unavailable content. The employer may also use the production capabilities of the central Lee desk. In no case shall the Employer reduce or eliminate bargaining unit work, by layoff, by using such services.

Article 2: Guild shop

Section 1. The Employer shall require as a condition of employment that each employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild contract, or (2) the date of hiring, whichever is later.

Section 1b. The Guild shall indemnify and hold the Publisher harmless from and against any or all claims, demands, costs, fees, judgments and any other charges or liabilities of any kind that may arise out of the enforcement by the Publisher of the provisions of this article for the maintenance of membership or for compulsory membership in the Guild as a condition of employment for any employee or employees.

Section 2. There shall be no interference or attempt to interfere with the operations of the Guild.

Section 3. The Employer shall notify the Guild in advance of a scheduled new employee start and grant the Guild reasonable access to meet with new employees.

Section 4. The Employer shall notify the Union about any employee requests to cease being members of the Union within 72 hours of the request.

Section 5. The employer shall provide reasonable access to the Guild to meet with employees for the purpose of administering the contract between the parties. The Guild may, with ten (10) days notice, use company conference rooms as long as they are available or other meeting spaces for contract votes.

Article 3: Dues deduction

Section 1. Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the weekly earnings of such employee and pay to the Guild no later than the 10th day of each month 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 a 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.

The Guild shall indemnify and hold the Employer harmless from and against any or all claims, demands, costs, fees, judgments and any other charges or liabilities of any kind that may arise out of enforcement by the Employer of the provisions of this article.

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

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: The Longview Daily News

I hereby assign to the Pacific Northwest Newspaper Guild, TNG-CWA 37082, and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Pacific Northwest Newspaper Guild, TNG-CWA 37082 no later than the 10th day of each month.

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 yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive 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 with a list containing the following

information for each employee:

- a. Name, address, gender, race/ethnicity, date of birth.
- b. Date of hire.
- c. Classification.
- d. Salary or other forms of compensation.

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

- a. Any increases granted by name of the employee, individual amount, resulting new salary, effective date and purpose of increases.
- b. Changes in classification, salary changes by reason thereof, and effective date.
- c. Resignations, retirements, deaths and other revisions in the data listed in Section 1, and effective dates.

Section 3. Within one month after the hiring of a new employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 for each new employee.

Section 4. The Employer shall furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse. An employee and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file.

Article 5: Grievance Procedure

Section 1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized agent any matter arising from the application of this contract or affecting the relations of an employee and the Employer.

Section 2. The Employer agrees to meet with the committee within five days after request for such meeting, unless circumstances, such as vacations, dictate otherwise. Efforts to adjust grievances shall be made on Employer time. The Employer's designated representative shall be the HR Manager.

Section 3. Any matter involving the interpretation, application, administration or alleged violation of this contract (except renewal of this contract), including any question whether a matter is arbitrable, not satisfactorily settled within 30 days of its first consideration may be submitted to final and binding arbitration by either party. Such

arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. The parties will request from the American Arbitration Association a list of at least six (6) available arbitrators and the parties will alternate striking arbitrators until a final selection is reached. The first party to strike shall be determined by the flip of a coin. The costs of such arbitration shall be borne equally by

the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Section 4. Conditions prevailing at the time the grievance is filed shall be maintained unchanged pending final settlement of the grievance as provided herein.

Article 6: No Strike, No Lockout

Section 1. The Union and employees agree they will not authorize, ratify, or condone any work stoppage, including strikes, sympathy strikes, or sit-downs during the term of this Agreement. In the event of any work stoppage described herein, the Union will immediately use its authority and best efforts to cause prompt resumption of work. The Publisher agrees not to lock out the Union and employees during the term of the Agreement.

Section 2. Any and all employees participating in any activity prescribed herein may be subject to disciplinary action, up to and including discharge.

Article 7: Joint Guild-Management Committee

Section 1. A joint Guild-Management Committee is hereby established to provide a forum for communications between the two parties and to deal with matters of general employee/Guild and Employer concern. The Committee's function is to promote communications and problem solving, to avoid misunderstandings and to resolve issues as quickly as they arise.

Section 2. Committee participation shall consist of two (2) bargaining unit employees and two (2) Employer representatives.

Section 3. Committee meetings may be scheduled if agreed to by the Employer and the Guild. Committee meetings shall be held during the Employer's business hours and shall be considered paid time for the bargaining unit employees participating in the meeting.

Section 4. Committee meeting topics shall be limited to subjects of group rather than individual concern, and the Committee shall not discuss matters properly processed under the grievance procedure of this Agreement. Discussion of a matter in a committee meeting does not preclude the matter from being processed under the grievance procedure of this Agreement.

The committee cannot change the language of the collective bargaining agreement. The committee is empowered to deal with subjects outside of the labor agreement as well as with the application of the agreement. Any topic proposed to be addressed through the committee may be rejected by the other party. Details of committee discussions shall be confidential and off the record, except discussions may be reported to bargaining unit members, Guild representatives and to newsroom management but shall not be disclosed to outside sources.

Article 8: Management rights

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, The Daily News reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not. Where there are impacts on the bargaining unit, the company shall negotiate over the effects of such decisions as required by law.

Section 2. The exclusive rights of the Employer which are not abridged by this Agreement shall include but not be limited to the following rights: establishing and changing practices and procedures for the conduct of the business; determining and redetermining the methods, processes and materials to be used; establishing and discontinuing processes or operations of The Daily News; establishing and changing work and quality standards; evaluating employee performance; establishing and changing rules of work and conduct that it deems necessary; establishing and changing production methods, standards; job content; establishing and changing hours and shifts in accordance with the terms of this Agreement; determining, changing or discontinuing equipment used in The Daily News' operation; establishing and changing work schedules and assignments in accordance with the terms of this Agreement; laying off employees in accordance with the terms of this Agreement; suspending or discharging employees for cause in accordance with the terms of this Agreement; making and enforcing safety rules; conducting job studies; subcontracting and transferring of work in accordance with the terms of this Agreement; otherwise taking such measures not in conflict with this Agreement as management may determine to be necessary for the orderly, efficient, and profitable operation of its business.

Article 9: Non-discrimination

Section 1. The Employer shall not discriminate in matters of hiring, training, promotion, transfer, layoff, termination, assignment or otherwise because of race, color, religion, national or ethnic origin, ancestry, physical or mental disability, age, marital or parental status, pregnancy, genetic predisposition or carrier status, sex or sexual orientation, gender identity, military or veteran status, citizenship or any other characteristic protected by local, state or federal law. The Employer 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 10: Just Cause

Section 1. There shall be no discipline, up to and including termination, without just and sufficient cause. The Employer shall follow a policy of progressive discipline except in the instances below. The Employer may reduce the force for economic reasons (i.e. layoffs) under the conditions described in Article 17: Layoffs and severance.

Section 2. Progressive discipline will generally be represented by the following:

- a. Oral warning
- b. Written warning
- c. Final written warning and/or suspension
- d. 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 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. 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 11: Hiring

Section 1. For each bargaining unit position, the Employer will strive to recruit candidates who identify as part of traditionally under-represented groups by race, ethnicity, gender identity, sexual orientation and/or disability at The Longview Daily News or in the media industry. The Employer will consider qualified applicants referred by the Guild.

Section 2. The Employer shall make good-faith efforts to circulate, internally and externally, information about open bargaining unit positions in a manner that assists in the recruitment of candidates who identify as part of traditionally under-represented groups by race, ethnicity, gender identity, sexual orientation and/or disability at The Longview Daily News or in the media industry. These efforts may include dialogue with journalism or communications department leaders at historically Black colleges and universities and Hispanic-Serving Institutions, and with leaders of affinity groups including but not limited to local (when applicable) and national chapters of: National Association of Hispanic Journalists, National Association of Black Journalists, Native American Journalists Association, Asian American Journalists Association, National Lesbian and Gay Journalists Association, Association for Women Journalists, Journalism and Women Symposium.

Article 12: Health and safety

Section 1. No employee will be required to work at the unusual risk of injury, disease or death. Employees maintain the right to:

- a. Refuse to accept or leave an assignment which the employee believes will lead to an unusual risk of injury, disease or death.
- b. Refuse to report to the office because the employee believes travel to or from work, or work at the employee's place of work creates an unusual risk of injury, disease or death.

Section 2. The Employer shall:

- a. furnish an employee all possible protection and protective devices appropriate to the assignment;
- b. assure to the extent possible safe passage on streets, parking lots and other areas near Longview Daily News facilities;
- c. maintain properly functioning entrances and exits equipped with security systems. Employees will ensure they secure the doors after entry or exit
- d. take measures to eliminate, if possible, or to minimize and alleviate the hazardous conditions of jobs or the hazardous conditions under which a job is performed.

Section 3. Employees may refuse to operate equipment, including a vehicle:

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

Section 4. Within 14 days after the signing of this contract, the Employer shall reconvene its quarterly safety committee to consider workplace safety and health conditions and problems and recommend changes in equipment or process the committee believes will improve workplace safety. A Guild-represented employee from the newsroom will participate in the committee.

Article 13: Hours and overtime

Section 1. The workweek shall generally consist of 40 hours within five days. Employees may be scheduled to work longer or shorter days within the workweek based on operational needs.

Section 2. Employees may request to work a schedule of four 10-hour days and the request may be granted at the discretion of the supervisor. A return to a five-day workweek may be requested by either party and may be granted at the discretion of the supervisor.

Section 3. The workday shall generally be 8 hours. Employees shall be entitled to a one-hour unpaid lunch break and two paid 10-minute breaks.

Section 4. The Employer shall pay for all overtime work at the rate time-and-a-half. Employees may, with manager approval, take time off in the same week to avoid overtime. Overtime shall be defined as work beyond 40 hours a week. The Employer shall track how frequently Employees report working more than 10 hours in a day, and shall seek to reduce the frequency with which Employees are working extended days. The Employer shall work with employees who are regularly working extended days to discuss the reasons why and to discuss ways to reduce the number of extended shifts. Either the Employer or employee may call such a meeting.

Section 5. An employee who returns to work after their work day has ended shall be paid for the time worked. An employee who works on a regularly scheduled day off shall be paid at the rate of time-and-a-half for over 40 hours worked per week, unless they, or the manager, choose to adjust their weekly schedule.

Section 6. There shall be a minimum of 12 hours between scheduled shifts, unless sports events or breaking news require.

Section 7. Employees should reasonably expect to know their schedule in advance. The Employer may only change an employee's start time with more than 48 hours notice or their days off with more than two weeks notice unless shorter notice is deemed necessary for start times or days off due to news coverage needs.

Section 8. The Employer shall keep a record of all overtime. Copies of such records shall be given to the Guild on request.

Article 14: Part-time and temporary employees

Section 1. A part-time employee is one who is hired to work fewer than 39 hours in a work week.

- a. Part-time employees who work 30-39 hours are eligible for medical benefits, holiday and PTO.
- b. Part-time employees who work 20-29 hours are eligible for PTO and Holiday, but not medical benefits.
- c. Part-time employees who work 19 hours or less are not eligible for any benefits.
- d. Hours worked by a part-time employee may increase or decrease based on business needs and the employee will be placed in the appropriate part-time status for hours worked. The Company will comply with all ACA provisions.

Section 2. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed one (1) year. Where an employee is hired to replace an employee on

leave, the temporary employment may last for the duration of the leave. If a temporary employee is hired under a specific grant, the components of the grant will be controlling, unless it conflicts with the terms of this Agreement. The parties will meet to discuss a resolution if there is an issue.

Section 3. Part-time and temporary employees shall be paid on the same minimum hourly basis provided in this agreement.

Section 4. A part-time or temporary employee who is promoted to a full-time, permanent position shall receive credit for their length of service for the purposes of calculating seniority. Seniority shall be calculated according to the length of employment with the Employer. Sick leave and 401k eligibility are subject to the hours worked.

Section 5. Interns are defined as students currently enrolled in a high school or college program, or recent college graduates. Interns shall be paid no less than the Washington state minimum wage.

Article 15: Transfers and promotion

Section 1. No employee shall be transferred by the Employer to another enterprise conducted by the Employer or its parent company, Lee Enterprises, LLC, without the employee's consent.

Section 2. No employee shall be transferred or promoted by the Employer to another position or job classification without the employee's consent.

Section 3. An employee who is temporarily asked to fill in as an editor, manager or other supervisory employee for any amount of time shall be paid at the higher rate of pay for those hours worked.

Section 4. Notice of each vacancy shall be shared electronically with all employees and the Guild.

Section 5. 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 6. Upon request, the Employer shall meet with an employee who was denied a promotion or transfer to provide an explanation to an employee.

Article 16: Employee integrity

Section 1. The Employer shall not require an employee to perform any practice that is unethical or that would compromise an employee's journalistic integrity. An employee who believes they have been asked to perform an unethical practice should alert a senior manager. An employee

shall not be required to use their position for any purpose other than performing the duties of their position. It is understood that promoting coverage, newsroom and subscription initiatives is part of the duties of an employee's position.

Section 2. An employee's byline or credit line shall not be used over the employee's legitimate protest as to the factual or ethical contents of the story, or over a bonafide concern that publishing an employee's name could pose a risk to their health and safety.

Section 3. Substantive changes in material submitted shall be brought to the employee's attention before publication for the purposes of ensuring factual accuracy whenever possible. It is understood that this does not apply in breaking news or deadline situations.

Section 4. An employee shall not be required to write, process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false.

Section 5. If a question arises as to the accuracy of printed material, every effort will be made to contact the employee before a correction is made.

Section 6. Employees who are asked to participate in forums, panels or other public events shall be provided with at least two (2) weeks notice prior to the event unless shorter notice is necessitated by an emergency situation.

Article 17: Layoffs and severance

Section 1. In case of layoff or recall after such layoff, length of continuous service with the Employer shall govern where employees are competent to perform the job, except that the Employer shall have the right to designate one (1) employee in each classification, regardless of length of service, to be protected from layoff.

Section 2. There shall be no layoff until the Guild is given two (2) weeks' notice of a reduction in force.

Section 3. The Publisher may, at its discretion, offer buyouts.

Section 4. During the first week of notice, employees in the affected job classification(s) may volunteer for layoff. Employees volunteering for such layoff will receive the same layoff benefits as described herein.

Section 5. After layoffs are announced and upon request from the Guild, the Employer will meet with the Guild to discuss any questions or issues the Guild may have. Layoffs will proceed as planned after the two-week notice noted above unless the Employer decides otherwise.

Section 6. Severance shall be paid at the rate of one week per year of service with a minimum of four weeks and a maximum of 26 weeks.

Section 7. Seniority shall be considered broken by (1) discharge, (2) resignation, or (3) twelve (12) consecutive months of layoff. Severance for a rehired employee who received severance upon termination will start to accrue on the date of rehire.

Article 18: Recall

Section 1. The Employer agrees to place employees who have been laid off on a recall list for a period of twelve (12) months from the date of layoff. If a position becomes available and the Employer determines to fill it, employees will be recalled to service in the classification from which they were laid off by order of their seniority.

Section 2. In order to be eligible for recall, laid off employees must keep the Employer informed of their current email address and/or mailing address and/or phone number. The Employer's obligation to offer reinstatement shall be fulfilled by contacting laid off employees by all available communication methods as provided by the employee and to the Guild.

Section 3. A laid off employee must notify the Employer in writing within ten (10) calendar days after such a recall offer has been made by the Employer, and report to work at the time and place stated in the notice. Any employee failing to respond to the recall offer or declining an offer of recall shall be deleted from the recall list. During the time an employee is on the recall list, the Employer may request that the employee verify their continuing interest in being recalled.

Section 4. If there are two or more employees on the recall list with equal seniority and relatively equal capabilities to perform the duties of the position, the employee with the earliest date of layoff shall be recalled.

Article 19: Sick Leave

Section 1. Employees shall receive paid sick leave each fiscal year for those days that they are unable to work due to an illness or other authorized reasons. Employees will accrue one hour of paid sick leave for every 40 hours worked. Paid sick leave will not accrue for hours paid while not working (such as vacation, paid holidays, or while using paid sick leave). Employees may begin to use paid sick leave the first of the month after 30 calendar days of employment.

Section 2. Sick leave is provided for the exclusive purpose of allowing employees to care for their own or a family member's mental or physical illnesses, injuries, or health conditions or the medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions or for preventive medical care. Employees may also use sick leave when their

workplace has been closed by order of a public official for any health-related reason, or when a family member's school or place of care has been closed by order of a public official for any health-related reason. A family member is defined as:

- a. A child - including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status
- b. A parent - including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
- c. A spouse;
- d. A registered domestic partner;
- e. A grandparent;
- f. A grandchild; or
- g. A sibling.

Section 3. Employees may use accrued, unused paid sick leave for a variety of reasons related to domestic violence, sexual assault or stalking such as to:

- a. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
- b. Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
- c. Attending health care treatment for a victim who is a family member;
- d. Obtain, or assist a family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
- e. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which your or your family member was a victim of domestic violence, sexual assault, or stalking.
- f. Participating in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking for the employee or an employee's family member.

For purposes of leave related to domestic violence, sexual assault, or stalking, a family member is any individual whose relationship can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom you have a dating relationship.

Section 4. Employees who know in advance that they will be absent from work for the use of paid sick leave must give their supervisors advance notice. Employees should provide notice as soon as they learn of the need for paid sick leave, or as early as practicable, before the first day paid sick leave is used. Such notice will not interfere with the lawful use of paid sick leave and any information provided will be kept confidential. If possible, notification should include the expected duration of the absence.

In the case of a sudden illness or injury, employees should notify their supervisor as soon as possible before their scheduled start time. If the employee is too ill to place the call, a relative or other responsible adult can place the call. Failure to give proper notice of an absence may result in discipline, up to and including termination.

Employees must also give advance oral or written notice to their supervisor as soon as possible for the use of paid sick leave to address issues related to domestic violence, sexual assault, or stalking. If an employee is unable to give advance notice because of emergent or unforeseen circumstances related to the Employee or a family member being a victim of domestic violence, sexual assault, or stalking, the Employee or their designee should give notice as soon as is reasonable and safe to do so.

Section 5. An employee absent for more than three (3) consecutive business days due to an illness may be required to provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose.

Section 6. Accrued, unused paid sick leave balances of 40 hours or less will carry over to the following fiscal year. Accrued, unused paid sick leave amounts exceeding 40 hours will be forfeited. Accrued, unused paid sick leave is not paid out at termination.

Section 7. An employee's previously accrued, unused paid sick leave will be reinstated if the employee is rehired within 12 months of separation. If the period of time an employee separates from employment extends into the following year the maximum hours reinstated is limited to 40 hours. If an employee is rehired within 12 months of separation, the employee will not be required to wait another 30 calendar days to use paid sick leave if the employee met that requirement during the previous period of employment. If an employee did not meet the 30-day requirement for the use of paid sick leave prior to separation, the previous period of time the

employee worked will count towards the 30 days for purposes of determining the employee's eligibility to use paid sick leave.

Section 8. Employees absent because of their own or certain family members' serious health conditions might be eligible for leave under the Family and Medical Leave Act or respective state law, or short-term or long-term disability coverage. Employees who desire more information about FMLA leave should consult Lee's FMLA Leave Policy or contact the Human Resources Department. Any available sick pay will be applied concurrently with such programs when taken for an employee's own health condition or disability.

Section 9. Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed.

Article 20: Holidays

Section 1. Full-time and part-time employees shall receive the following paid holidays.

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving
- g. Christmas

Section 2. Full-time employees not working on these days shall be paid the value of one day of pay. Part-time employees not working on these days shall be paid 6 hours if regular part-time (30-39 hours) and 4 hours if part-time working 20-29 hours. Part-time employees working less than 20 hours will not receive holiday pay. Such time shall not be counted when computing overtime.

Section 3. If a holiday falls on a Saturday, the Employer shall recognize the holiday on the preceding Friday. If a holiday falls on a Sunday, the Employer shall recognize the holiday on the following Monday. If a holiday falls on an employee's designated day off on a weekday, the employer must provide the employee the option to take a different approved day off within the pay period.

Section 4. When an employee is required to work on any of the designated holidays, the employee shall be paid one and one-half (1 1/2) times the employee's straight-time rate of pay

for time worked. The Employer must provide the employee the option to take a different approved day off within 45 days of the holiday.

Section 5. Employees may choose to substitute holidays as outlined above for another holiday of 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. If any of the designated holidays falls within an employee's vacation period, the employee shall replace one vacation day with holiday pay.

Section 7. Employees will receive at least two (2) weeks' notice before being assigned to work a holiday. If an employee has requested and been granted a vacation time that includes a holiday, the employee will not be requested to work that holiday. No more than two (2) employees in each job classification shall be obligated to work a holiday unless circumstances, such as breaking news, require more staffing. Employees shall not be required to work more than five (5) holidays in any calendar year. Nothing in this section shall prohibit an employee from volunteering to work on a holiday.

Section 8. Employees taking a pre-approved vacation inclusive of a holiday shall not have their vacation days or holidays rescinded.

Section 9. Employees may request to use paid time off or unpaid days off if no paid time off is available to observe holidays of religious or cultural significance; such request shall not be denied unless it creates an undue hardship for the employer.

Section 10. If the Employer chooses to add a holiday for non-represented workplaces or managerial employees, the Employer shall extend the same holiday to the Longview Daily News.

Article 21: Paid Time Off

Section 1. Paid time off awards are based on fiscal year. Fiscal year is defined as the period from October 1 through September 30.

Section 2. Eligibility for PTO is based on employment status and length of service, as noted below:

- a. Full-Time employees working 40 hours per week - 8 hours of PTO per number of days eligible.
- b. Part-Time employees working between 30-39 hours per week - 6 hours of PTO per number of days eligible.

- c. Part-Time employees working between 20-29 hours per week - 4 hours of PTO per number of days eligible.
- d. Part-Time employees working less than 20 hours per week are not eligible for PTO benefits.

Section 3. PTO time is awarded as work is performed and is made available each biweekly pay period at the rate below. The amount of PTO time that will be made available is based on an employee's length of service with Lee, as detailed in the table below. The amount of PTO available will change on the employee's anniversary date.

PTO Fiscal Year							
Length of Service on Anniversary Date	Days Eligible	Full-time (FT)		Part-Time (RPT)		Part-Time (PT20+)	
		40 or more hours		30-39 hours		20-29 hours	
		Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance	Rate per pay period	Annual hours allowance
Under 5 years	15	4.62	120	3.47	90	2.31	60
5 – 10 years	20	6.16	160	4.62	120	3.08	80
More than 10 years	25	7.70	200	5.77	150	3.85	100

New hires will be allotted PTO time at the biweekly rate above beginning on the first pay period after their eligibility date. Eligibility is first of the month following thirty (30) days of service.

Section 4. Employees may be advanced or borrow up to one fiscal year of potential PTO when their bank has insufficient hours. However, employees may not borrow or use more PTO in any fiscal year than their annual fiscal year PTO allowance as detailed in this policy. Employees shall not be penalized or required to pay back borrowed PTO for any reason.

Section 5. When an eligible employee reaches the next level of service, the PTO allowance rate will change in the first pay period following the employee's anniversary date.

PTO time will be adjusted on a pro-rated basis following mid-year status changes (FT to PT20, etc.).

Section 6. Employees must use their allotted PTO time in the same fiscal year it is awarded. PTO may only be paid to an employee when connected with an eligible day off from work or upon termination of employment. Employees are not able to carry over unused PTO into a subsequent fiscal year unless required by state law.

Section 7. Upon termination of employment, an employee will be paid for earned but unused PTO hours.

Section 8. PTO pay will be calculated at an employee's current base rate of pay.

Section 9. PTO time should be planned in advance with an employee's supervisor. Failure to coordinate with and notify a supervisor of a need for PTO may result in an unpaid absence from work and may be subject to disciplinary action, up to and including termination. Every effort will be made to accommodate each request. Requests for PTO at a particular time may be denied due to the needs of the company and other considerations. The Company retains the right to require documentation substantiating the need for PTO where appropriate and permitted by applicable law.

Section 10. Employees must use allotted sick time and PTO while in the waiting period identified in the Short Term Disability policy. Employees must use earned PTO as a supplement to replace income when receiving Short Term Disability benefits that are less than 100% of pay for the related absence. Employees must use allotted PTO time concurrently during a Family and Medical Leave Act (FMLA) leave. Employees with paid time available under previous policies (sick, vacation, personal) will be required to use the time concurrently with FMLA before using any current PTO time.

Article 22: Leaves

Section 1. Intent: It is the Publisher's intent to fully comply with the federal, state and local law 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. Definition: A leave of absence is a designated period of approved unpaid time that an employee is off the job. In the event an employee wishes to continue their insurance benefits during such unpaid leave, the employee shall arrange to pay the applicable premium(s) during the leave.

Section 3. Request for Leave: Employees seeking an unpaid leave of absence or any of the leaves contained herein shall contact Lee Enterprise's human resources department, 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 department and to any applicable third-party leave administrator. All leave requests shall be electronically submitted to the department 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 4. 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 5. Leave Without Pay: Leave without pay is approved leave which begins after the employee's applicable accrued benefits have been exhausted. In the event an employee wishes to continue their insurance benefits during such unpaid leave, the employee shall arrange to pay the applicable premium(s) during the leave.

Family and Medical Leave Act (FMLA) is job protected leave without pay for an employee's own serious medical condition or a family member's as defined by the act. Employees can utilize other paid leaves as applicable concurrent with the FMLA.

Section 6. Paid Leaves: The Publisher will provide the following types of paid leave: parental leave, military leave, jury duty leave, organ and bone marrow donation leave and volunteer leave as provided in the Nov. 1, 2021 employee handbook. Employees may also qualify for Paid Family Medical Leave, a statutory Washington State program. Employees may use sick leave or other leaves as appropriate to supplement this leave per Article 19: Sick leave.

Section 7. Union Leave: If an employee is elected or appointed to an office of The News Guild or the AFL-CIO, CLC, or an office of a local of The News Guild, such employee, upon request, shall be given an unpaid leave of absence of up to two (2) days and shall be reinstated in the same or comparable position upon the expiration of such leave. The Employer shall not unreasonably deny requests to take additional vacation days to supplement union 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 8. Bereavement leave: An employee who is absent from work due to the death of the employee's spouse, domestic partner, biological child, adopted child, foster child, stepchild, parent or legal guardian, spouse's or domestic partner's parent or legal guardian, sibling,

grandchild, grandparent, or spouse's or domestic partner's grandparent or any relative residing in the employee's household shall be compensated at the employee's regular rate of pay for the time lost from their regular scheduled work, up to a maximum of four (4) days for each such instance.

If an employee requests to use available sick leave or paid time off 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.

Section 9. Return from Leave: If an employee wishes to return to work from one of the above referenced leaves, whether unpaid or paid, under this Article, they will be reinstated to their former or comparable position and at the same wage level and benefits held prior to the leave, unless the employee's position has been eliminated due to layoff. Employees on leave whose positions have been eliminated will receive the severance outlined in Article 17.

Section 10. Employer Policies: Except as specified in this Agreement, the Employer's policies regarding leaves of absence shall apply to bargaining unit employees.

Article 23: Training and professional development

Section 1. The Employer shall provide new hire training. All training shall take place on company time.

Section 2. The Employer may consider recommendations and feedback from newsroom employees or the Guild to develop ongoing employee training tailored to the skills needed for employees.

Section 3. The Employer shall pay for all fees associated with submitting manager-approved entries on behalf of The Daily News into journalism competitions as it has in accordance with past practice.

Section 4. For any conference or training event the Employer asks an employee to attend, the Employer shall cover the cost of attendance. Coverage shall include cost of travel, lodging, registration and attendance of the conference and other expenses such as meals or ground transportation when free alternatives are not available (such as airport shuttles). Reimbursement is subject to submission of receipts and approval through the company's approved expense portal.

Section 5. Employees who attend a conference at the request of the employer shall receive time with pay for their time attending the conference. Employees who attend a conference on their regularly scheduled time off may take off other days in their workweek at the discretion of the

supervisor. For example, an employee scheduled to attend a conference during their regularly scheduled weekend will receive alternative days off during the workweek.

Article 24: Remote Work

Section 1. Employees may be permitted to work from their homes or alternate locations at the discretion of the supervisor.

Article 25: Outside activity

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 Longview Daily News or which could be construed as a conflict of interest. All freelancing needs to be approved in advance.

Section 2. Employees shall disclose any freelance work for another publication or media organization to their supervisor prior to starting freelance work. The Employer may deny such requests if doing so would violate the terms of this section. Any such refusal shall be communicated in writing to the employee within 24 hours.

Section 3. The Employee should inform their manager of all media appearances in which they have been asked to participate. Employees may make media appearances connected with their work for the Longview Daily News during working hours at the discretion of management. Media appearances in the market of the Longview Daily News or another Lee Enterprises property should be approved by management. Requests to make media appearances that do not concern an employee's work for the Longview Daily News shall not be unreasonably denied.

Section 4. Employees may serve on boards or committees connected with advancing the mission of journalism, i.e., the Society of Professional Journalists with management's approval, provided such activity does not interfere with the employee's performance for the Employer or present a conflict of interest. Nothing in this section shall bar an employee from serving on their own time as an elected representative for or on committees of the Pacific Northwest Newspaper Guild.

Section 5. In connection with all outside activity, employees shall be permitted to identify themselves as employees of Lee Enterprises or the Longview Daily News at the discretion of management.

Article 26: Equipment

Section 1. Necessary working equipment shall be provided to employees and paid for by the Employer, including equipment needed to reasonably accommodate employees with disabilities in the performance of their job. This may include, but not be limited to, desktop or laptop

computers or a reasonable equivalent, camera equipment, personal WiFi hotspots, electronic storage devices and ergonomic furniture.

Section 2. The Employer will be responsible for the maintenance and repair of company-owned equipment.

Section 3. If company-owned equipment is damaged beyond repair or stolen by no fault of the employee, that employee will not be held liable for the loss. In cases where the employee is determined to have been negligent with company-owned equipment, the employee may be held liable for the loss.

Section 4. Employees may ask to use personal equipment for occasional use. The Employer agrees to reimburse employees covered under this contract for personal property used in the conduct of company business that is damaged by no fault of the employee. If an employee is determined to have been negligent with personal equipment in the performance of work assignments, the employer may not reimburse the employee. This reimbursement shall be limited to damages in excess of reimbursement received by employees from other sources, including by the Employer's or employee's insurance policies.

Section 5. The employee is expected to provide their own transportation for conduct of company business. Employees are expected to provide insurance for their personal vehicle and abide by all laws and regulations governing operation of vehicles. If involved in an accident while conducting business, employees are expected to report the event to their insurance company and to Human Resources.

Section 6. Employees may occasionally require personal protective equipment to safely perform their jobs. The Employer shall make such equipment available to employees as deemed appropriate, or reimburse employees for the pre-approved purchase of necessary personal protective equipment.

An employee who does not have adequate personal protective equipment shall be permitted to decline work as outlined in Article 12: Health and safety.

Article 27: Expenses and Mileage

Section 1. The Employer shall pay all legitimate and approved expenses incurred by an employee in the service of the Employer.

Section 2. The Employer will reimburse mileage at the rate of 36 cents a mile for vehicles used during company business. In the event the company raises its mileage reimbursement, the company will provide the same increase to Longview Daily News employees.

Section 3. Employees assigned work by the Employer that requires more than one hundred (100) miles of round-trip travel may have the option at the discretion of the supervisor of receiving a rental vehicle. The employer will lease the appropriate vehicle.

Section 4. Employees will be entitled to a company phone or reimbursement in accordance with the employer's telephone policy.

Section 5. Employees who are expected to file material remotely, and who are not using a company phone, may be provided with a WiFi hotspot.

Article 28: Healthcare

Section 1. The Employer shall offer represented employees the health plans offered to non-represented employees upon proper enrollment.

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

Section 3. The Publisher reserves the right to change the plan, including premiums, co-pays, deductibles, out-of-pocket maximums, rates, and coverage as necessary. Communication of changes will be made at the time of the annual open enrollment period.

Section 4. Employees shall have the right to change elections under the Employer's Health Plan and other benefits within specific Open Enrollment dates set each year by the Employer. Once an employee makes a selection, the employee must remain in the selected plan the remainder of the plan year unless the employee sustains a qualifying life event as defined by the Plan.

Article 29: Retirement

Section 1. The Employer shall offer a 401(k) plan to employees covered under this agreement as follows. Employees shall be eligible to enroll in the plan effective the first of the month coinciding with or following thirty (30) days from date of hire. All employees who become eligible will be automatically enrolled into the Retirement Account Plan to make pre-tax employee contributions equal to 5% of the employee's pay each payroll period. At any time, employees may adjust or end contribution percentages. Employees shall be immediately vested in their contributions to the plan.

Section 2. An employee shall become eligible for an Employer match after one year of service provided they work 1,000 hours in the previous year. Vesting on the match will be in accordance with the rules of the plan found in the summary plan description in Link.Lee.net. The vesting schedule is as follows:

Vesting Service

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

Section 3. Lee Enterprises will match 40 percent of the first 5 percent of pay contributed by the Employee.

Section 4. Employees are always 100% vested in all their contributions, rollover contributions and any investment earnings on such funds. Vesting of company contribution and the earnings on such contributions are in accordance with the above vesting schedule.

Section 5. All other information about the company's 401(k) plan can be found in Link.Lee.Net.

Article 30: Wages

Section 1. A minimum salary of \$19.00 an hour shall be in effect for newsroom employees.

Section 2. The minimum salary established in this article is a minimum only; nothing shall preclude the manager from providing pay above the defined minimums.

Section 3. Upon ratification of this contract, all employees currently employed at the Longview Daily News who don't receive an increase due to the new base pay of \$19 will receive a 5% increase in their base salary. The pay adjustment will begin on the first day of the next full pay period following ratification.

Article 31: Successorship

Section 1. 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 32: Duration

Section 1. This contract shall commence on the 22nd day of August, 2023 and expire on the 22nd day of August, 2024 and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

Section 2. Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

Agreed to this on the 22nd of August, 2023.

LEE ENTERPRISES, INC.
THE LONGVIEW DAILY NEWS

Astrid Garcia
Astrid Garcia (Oct 18, 2023 11:03 CDT)

Astrid Garcia
Vice President of HR and Legal

Kellie Graham
Kellie Graham (Oct 17, 2023 10:14 CDT)

Kellie Graham
Regional H Manager

THE NEWSPAPER GUILD/
CWA LOCAL #37082



Kaitlin Gillespie
Executive officer

Brennen Kauffman
Brennen Kauffman (Oct 16, 2023 10:50 PDT)

Brennen Kauffman
Longview NewsGuild unit chair












LongviewContract2223

Final Audit Report

2023-10-18

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