

AGREEMENT BETWEEN

**McClatchy Newspapers,
Publisher of THE MODESTO BEE
("Employer" or "Company")**

AND

**PACIFIC MEDIA WORKERS GUILD
TNG-CWA, LOCAL 39521 ("Union")**

January 1, 2024 – December 31, 2026

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Preamble

This Agreement is made [DATE, 2023], between the McClatchy Newspapers, a corporation, Publisher of THE MODESTO BEE, hereinafter referred to as "Publisher" or "Company", or "Employer" and the PACIFIC MEDIA WORKERS GUILD TNG-CWA, LOCAL 39521 chartered by The Newspaper Guild, AFL-CIO, hereinafter referred to as the "Guild", for itself and on behalf of the employees represented by the Guild in the Editorial Department of The Modesto Bee.

**SECTION 1
RECOGNITION**

- 1.1** The Guild's jurisdiction is recognized as applying to the kind of work presently performed or by established practice performed prior to certification by the employees in the unit covered by this Agreement, and any work which may supplant or substitute for such work presently performed. Any work or equipment which supplants the forgoing shall be assigned to employees covered by this Agreement. Work now within the Guild's jurisdiction shall be assigned to employees covered by this Agreement.
- 1.2** Employees covered by this Agreement shall have the right to belong or to not belong to the Guild and the right to pay or to not pay dues and/or fees to the Guild if they are not members.
- 1.3** Any employee who is, or voluntarily becomes a Guild member during the term of this Agreement shall remain a member thereafter during the term of this Agreement except as provided in the following sentence. All employees covered by this Agreement shall have the option to withdraw from the Guild without penalty or recourse and cease paying any dues and/or fees during the first full month after signing this Agreement and during the corresponding month each year thereafter.
- 1.4** At the time of hire and during each window period employees covered by this Agreement shall receive a form letter mutually agreed upon by the Publisher and the Guild explaining the resignation option. Employees covered by this Agreement who are on the Publisher's payroll at the time of the signing of the Agreement shall receive the same letter within thirty (30) days after signing of the Agreement.
- 1.5** For the purpose of this Agreement, resignation from Guild membership shall be defined to mean written notification advising the Guild that the employee is resigning from Guild membership. Failure to do so shall mean continuation of membership. The employee may submit a copy of his/her said resignation to the Publisher.

SECTION 2
PART-TIME, TEMPORARY and ON-CALL EMPLOYEES

- 2.1 (a)** Part-time, temporary, and on-call employees will not be hired where the result is the layoff of a full-time employee except as follows:
- (1)** If the Company reduces the number of print publication days, the Company, at its sole discretion, may hire part-time or temporary employees to replace full-time employees as long as the total number of part-time and temporary employees does not exceed 4 full-time employees. On/call employees are excluded from this calculation.
 - (2)** Anytime the Company combines a part of its newsroom operations (which includes the online operation) with another McClatchy entity, the Company, at its sole discretion, may hire part-time or temporary employees to replace full-time employees as long as the total number of part-time and temporary employees does not exceed 4 full-time employees. On/call employees are excluded from this calculation.
 - (3)** It is understood that any full-time employee whose position is being changed to a part-time position pursuant to paragraphs (1) and (2) above shall have the option to fill the part-time position. Any full-time employee who fills a part-time position pursuant to paragraph (1) and (2) above shall keep his or her hourly rate.
- (b)** Part-time or temporary employees may be hired to fill full-time vacancies as long as the total number of part-time and temporary employees does not exceed 4 full-time employees. On/call employees are excluded from this calculation.
- 2.2** The Publisher shall have the right to hire employees in the following classes of employment within the bargaining unit:
- (a)** Full-time employee – A full-time employee is one who is regularly hired to work the regular work week provided for in Section 6.
 - (b)** Part-time employee – A part-time employee is one who is hired and scheduled to work less than the normal work week provided for in Section 6.
 - (c)** Temporary employee – A temporary employee is one employed either full- or part-time for a special project or for a specified time, or hired to substitute for one or more absent employees, such employment not to exceed six (6) months (which time limit may be extended by mutual agreement). An employee who is hired to substitute for a particular employee absent on leave hereunder, may continue for the duration of the leave.
 - (d)** On-call employee – An on-call employee is a part-time employee who is hired on a fill-in basis as work dictates, and except in substitution situations is not regularly scheduled to work. The Publisher is not required to hire an on-call employee for any minimum amount of hours. The on-call employee may accept or reject work opportunities as they please.
 - (e)** There shall be a review of hours worked by every part-time, on-call and temporary employee every six calendar months. A report of such review shall be sent to the Guild upon their request.

- 2.3** All of the above classes of employees within the bargaining unit are covered by all provisions of this Agreement except as otherwise expressly provided in this or other sections of the Agreement.
- 2.4** This section, and other provisions of the Agreement, shall not apply to part-time or temporary employees, or employees doing other work not done regularly by staff members, nor shall this section and other provisions of the Agreement apply to outside correspondents, or other contractors.
- 2.5** For all part-time employees, whether regular, temporary, or on-call, the number of hours worked each week is at the sole discretion of the Publisher.
- 2.6 (a)** Part-time employees shall be exempt from Sections 6.5 (Call Back) and 14.2 (Leaves of Absence) and 17 (Jury Duty) of this Agreement.
- (b)** Temporary full-time employees shall be exempt from sections 7.1 (Severance Pay), 8.1 (Vacation), 8.2 (Vacation Credit), 14.2 (Leaves of Absence) and 17 (Jury Duty) of this Agreement. Vacation (8.1) and vacation credit (8.2) will be given to temporary full-time employees if they work for more than six consecutive months.
- (c)** Temporary part-time employees shall be exempt from sections 6.5 (Call Back), 6.7 (Schedules), 7.1 (Severance Pay), 8.1. (Vacation), 8.2 (Vacation Credit), 14.2 (Leaves of Absence) and 17 (Jury Duty) of this Agreement.
- (d)** On-call employees shall be exempt from sections 6.3 (Personal Time Off), 6.5 (Call Back), 6.7 (Schedules), 7.1 (Severance Pay), 14.2 (Leaves of Absence) and 17 (Jury Duty) of this Agreement.
- 2.7** In any given week and based upon the mutual agreement of the Company and the Employee, the Company may assign up to two (2) employees to a split shift work schedule. A split shift is defined as a shift in which the shift hours are not worked consecutively.

SECTION 3 GENERAL

- 3.1** This Agreement covers all employees in the Editorial Department of the Publisher except the following positions are excluded from the application of this Agreement: Editor; Senior Editor/Digital; Managing Editor/Print; Managing Editor Production; Opinion Page Editor; Online Editor; Business Editor; News Night Editor; Visual Editor Multimedia Images; Director of Newsroom Resources; Local News Editor; Breaking News Editor/Lead; Assistant Editor (3); Systems Editor; News Editor; Assistant Managing Editor News; Regional Sports Content Editor; and Assistant Sports Editor.
- 3.2 (a)** As soon as possible and in any event within one week after the employee begins work at The Modesto Bee, the Publisher shall furnish the Guild in writing the following information for each employee:

- (1) Name, address, sex and birth date
- (2) Date of hire
- (3) Classification and Job Title
- (4) Job performance review date
- (5) Salary
- (6) Employee ID
- (7) Experience level (where applicable)
- (8) Department
- (9) Ethnicity

(b) The Publisher shall notify the Guild in each case of the termination of an employee covered by this Agreement as soon as possible and in any event within one week of termination.

(c) The Publisher shall notify the Guild in writing of any change in classification other than changes resulting from operation of this Agreement.

(d) The Publisher shall supply the Guild on request, but not more than twice a year (inclusive of re-openers), with a list containing the following information on employees covered by this Agreement:

- (1) Name, address, sex, and birth date
- (2) Date of hire
- (3) Classification and Job Title
- (4) Job performance review date
- (5) Salary
- (6) Employee ID
- (7) Experience level (where applicable)
- (8) Department
- (9) Ethnicity

(e) In the event the Guild requests information for purposes other than bargaining, the Guild agrees to pay the Company the necessary administrative costs to provide such information.

3.3 When there is an opening for positions covered by this Agreement the Publisher agrees to give special consideration to present employees who possess the necessary qualifications for the position to be filled. Particular consideration will also be given to the opportunities for lower classifications to substitute for higher classifications during vacation absences where possible. No employee shall in any way be penalized for refusing to accept a promotion. Employees promoted to another covered classification shall be given a trial period of three (3) months. During such trial period, the employee shall receive the rate of pay for the higher classification, and such rate shall be higher than their previous rate. During or at the end of such a trial period, if the employee elects to return to the classification from which he or she advanced, or the employee is judged to have failed the trial, the employee will be returned to his/her classification and the rate of pay may be adjusted, at the option of the Publisher, to what it would have been had he or she remained in the lower classification. The return to the previous classification may, at the option of the Publisher, be delayed up to

six (6) months, provided the employee is paid at the higher classification, and all time worked is applied to experience at the lower classification. If judged to be competent in the new position, the trial period shall be included for all purposes in determining the length of service in the classification to which he or she advanced.

- 3.4 Whenever the Publisher seeks to fill a position by initiating a search for applicants outside of the staff, the Publisher, whenever practical, shall afford the Guild an opportunity to refer an applicant.
- 3.5 Should the Publisher create a new job classification, it shall establish a salary for the classification and furnish the Guild with a job description. No later than forty-five (45) days thereafter, the Guild may request that the parties meet for the purpose of negotiating a new salary for said classification. Pending the completion of these negotiations, the Company may implement its proposed salary for the new job classification.
- 3.6 No employee shall be transferred by the Publisher to another McClatchy Enterprise without the employee's consent. If the employee seeks a transfer from The Modesto Bee to another McClatchy Enterprise, he or she shall receive no expenses. If The Modesto Bee asks an employee to transfer to another McClatchy Enterprise and the employee consents, the employee shall receive, in advance, transportation expenses for the employee and family. The Publisher shall pay for the moving of household effects.
- 3.7 Notification to the Guild as required under this Agreement shall be satisfied by sending an email to michael@mediaworkers.org

3.8 Diversity Hiring

Recruitment. In seeking job candidates, the Employer will continue to make significant effort to recruit broadly and to foster a diverse applicant pool. The Employer acknowledges that having multilingual journalists on staff improves the Sacramento Bee's journalism. The Employer will continue to use its best efforts to interview candidates who are bilingual in languages relevant to the Sacramento community to the greatest extent permitted by law. 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, but is not obligated to advertise or pay a job board listing fee:

- 1) National Association of Black Journalists: info@nabj.org
- 2) Asian-American Journalists Association: national@aaja.org
- 3) National Association of Hispanic Journalists: info@nahjcareers.org
- 4) Native American Journalists Association: contact@naja.com
- 5) National Lesbian and Gay Journalists Association: info@nljga.org
- 6) Trans Journalist Association: transjournalists.org

First Consideration. Internal applicants in the bargaining unit who are qualified shall receive first consideration for vacant positions that have been approved to be filled. Applicants shall be notified of the status of their application and whether a position has been filled.

When possible, the hiring manager will provide, upon request, professional development advice to internal applicants who are not selected for open positions. In all instances, the Employer shall hire the candidate it deems best qualified for the position.

The Employer, at its discretion, may pay for an employee covered by this Agreement to gain annual membership to at least one organization committed to promoting and fostering diversity within the journalism industry. The Employer may also cover expenses associated with or grant additional paid time off for attending a conference for such organization.

SECTION 4 SALARY DIFFERENTIALS

- 4.1** An employee who works 50 percent or more of any shift in a higher classification covered by this Agreement shall receive the rate of pay for the higher wage classification for that shift. This provision does not apply to those jobs which have a differential as set forth in this Section 4.
- 4.2** Any employee covered by this agreement, who performs management duties of an excluded position for more than 50 percent of a shift, shall receive a differential of \$25.00 above their then current salary rate for any day they perform such work.
- 4.3** The payment of a differential to any employee under this Section shall not affect any merit compensation received by such employee while so substituting. The Section shall not apply to any employee already receiving a higher rate of pay than for the position in which he/she is substituting or to learners or apprentices.
- 4.4** Effective one week following the signing of this Agreement all employees shall receive a shift differential of \$15.00 per shift when required to work after 8 P.M. or before 6 A.M.
- 4.5** Any bargaining-unit employee proficient in a foreign language and who the Publisher regularly requires to provide that foreign language for translation and interpretation services as part of the job responsibilities shall receive a weekly differential of \$25.00 each pay period in addition to their regular salary. The employer may require employees to have their language skills tested before receiving the differential. Certifications may be obtained from the American Translators Association or other translation certification the Company designates.

SECTION 5 SALARIES

- 5.1** Upon ratification of this Agreement, the Employer agrees to establish 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 (or the hourly equivalent based upon a 40-hour work week) shall receive a pay increase to this rate. Employees with salaries at or above \$48,000 (or the hourly equivalent based upon a 40-hour work week) will receive a 2% wage increase. If the increase percentage to bring an employee to \$48,000 (or the hourly equivalent based upon a 40-hour work week) is less than 2%, the employee will receive a 2% increase. Administrative and clerical workers shall also receive a 2% increase on ratification. The effective date for these wage increases shall be effective the first payroll period after January 1, 2024.

Upon the first payroll period after January 1, 2025, all current employees shall receive a 2.0 % wage increase. Upon the first payroll period after January 1, 2026, all current employees shall receive a 2.0 % wage increase.

[EQUITY POOL

The Employer shall create a one-time pay equity fund of \$7,500 to raise the base salaries of bargaining unit employees.]

5.2 (a) Salary increases granted pursuant to this Section 5 shall be in addition to the employee's base weekly or hourly rate. Lump sum payments as outlined in 5.1 (a) will not be in addition to the employee's base weekly or hourly rate.

(b) The term "base weekly salary" is understood to mean straight-time salary paid and does not include any overtime, differentials, allowances, or other pay provided elsewhere.

5.3 (a) It is understood that the application of this provision shall provide that upon request of the Publisher and with the consent of the employee, an employee may be transferred to any lower paying job as specified in this Agreement. Under such circumstances the employee shall retain his/her salary at the time of transfer. If an employee requests to be transferred to a lower paying job or his/her previously held job, and the Publisher agrees, the employee's salary at the time of transfer may be retained at the Publisher's option.

(b) In the event the Publisher demotes an employee to a lower paying job for disciplinary reasons, the employee's salary shall be reduced to no less than the established minimum for the lower rated job. Such demotions must be for just cause only.

5.4 Nothing in this Agreement shall prevent employees from bargaining individually for salary increases. Any salary increases granted pursuant to this provision shall be added to employee's then current base salary and the sum shall be that employee's new base salary.

5.5 Nothing in this Agreement shall prevent the Publisher from conducting job performance reviews and granting merit increases on a more frequent basis than is outlined in this Agreement. Any salary increases granted pursuant to this provision shall be added to the employee's then current base weekly salary and the sum shall be that employee's new base weekly salary.

- 5.6** It is understood that the wages of employees covered by this Agreement may be subject to freezes, delays or reduction of planned increases if the non-bargaining employees and Management of The Modesto Bee also experience any of these wage control actions due to economic reasons. It is understood that these wage actions will be at no greater magnitude than those experienced by non-bargaining and Management of The Modesto Bee. The Publisher agrees to give the Guild at least 30 days' notice of the wage action to allow Guild and Publisher representatives to meet to discuss alternative solutions. The Publisher will make the final decision and has the sole authority to determine whether or not economic reasons exist.
- 5.7** The Guild shall have the right to verify any freeze, delay or reduction of planned increases through a mutually agreed upon independent auditor who will be allowed access to payroll records. It is understood that the independent auditor will only have access to Modesto Bee payroll records.
- 5.8** Within one month of the payment of a merit increase the Publisher will furnish the Guild with the name, classification, previous salary, merit increase and new salary of the eligible bargaining unit employee.
- 5.9** The Company shall provide direct deposit of employees' earnings.

SECTION 6 HOURS

- 6.1 (a)** The normal workweek for full-time employees shall be thirty-seven and one-half hours (37-1/2) consisting of seven and one-half (7-1/2) hours per day, five (5) days per week. Nothing in this Article shall be construed as guaranteeing the number of hours in the workday or the number of days in the workweek.
- (b)** Notwithstanding any other provisions of this Agreement by mutual agreement between the Guild and the Publisher, and after notification and assent of the employee, any employee may be scheduled to work a four-day week consisting of the applicable total weekly hours specified in paragraph 6.1 (a) of this Section.
- (c) Flex Time** – By mutual agreement between the Publisher and the employee, regular full-time employees may work a 37.5-hour fluctuating work week. The Publisher will notify the Guild of any such employee who works a fluctuating work week. Overtime shall be paid to an employee on a fluctuating work week who works hours in excess of the hours scheduled for any particular day. Upon four weeks (28 calendar days) prior notification to the Publisher, the employee working a fluctuating work week may return to a normal work week. Upon four weeks (28 calendar days) prior notification to the employee working a fluctuating work week, the Publisher may return the employee to a normal work week. The granting or denial of a fluctuating work week request by the Publisher shall not constitute a precedent for any other such requests and the Publisher shall have the complete discretion to decide whether or not to grant any request.
- (d) Telecommuting** – By mutual agreement between the Publisher and the employee, regular full-time employees may work a 37.5-hour work week from locations other than the

Publisher's Modesto facility. The Publisher will notify the Guild of any such employee who enters into an arrangement of this kind. Upon four weeks (28 calendar days) prior notification to the Publisher, the employee may cancel an arrangement of this kind and return to work at the Publisher's Modesto facility. Upon four weeks (28 calendar days) prior notification to the employee working under this arrangement of this kind, the Publisher may cancel the arrangement and require the employee to return to work at the Publisher's Modesto facility. The granting or denial of a telecommuting work request by the Publisher shall not constitute a precedent for any other such requests and the Publisher shall have the complete discretion to decide whether or not to grant any request.

- 6.2** Days off shall be consecutive insofar as practicable which considers the efficiency of the department.
- 6.3** The Publisher may allow an employee time off for personal business or may agree to a schedule change requested by an employee. If an employee is allowed time off during a regular working day to handle personal matters, the Publisher may require that this time be made up within the same week but not on the employee's day off. If an employee requests and receives a day off, other than his or her regular day off, he or she shall make up such time by working his or her regular day off. Agreement to any change for personal reasons is at the option of the Publisher, who shall not be penalized in terms of overtime, differentials, premiums, or in any other form, for such agreement. All applicable overtime, compensatory time, differentials, premiums, etc., shall be paid if a requested schedule change is work related rather than for personal reasons.
- 6.4. (a)** The Publisher shall compensate for all overtime at the rate of time and one-half in cash or check. Overtime shall be defined as any hours actually worked in excess of eight hours (8) in a day or in excess of forty (40) in a workweek.

(b) In lieu of overtime, the Publisher may provide compensatory time off provided that the affected employee opts for compensatory time off at the rate of time and a half.
- 6.5** An employee required to return to work after his or her regular working day shall be paid for the time worked, but not less than two (2) hours plus time traveled to and from work, all at the overtime rate.
- 6.6** The Publisher shall cause a record of all overtime to be kept and employees shall report all overtime worked within each payroll period. Such record shall be made available to the Guild upon request.
- 6.7** Work schedules shall be posted one week in advance of the week for which they apply, and any work performed at hours not scheduled shall be considered overtime. It is understood that in the case of illness, failure to report, dismissal of an employee or absence due to jury duty, another employee may be required to step in and shall be paid at the regular rate of pay. The provisions of this Section shall not apply to employees on overnight out-of-town assignments, provided the employee is notified (of such schedule change) prior to the conclusion of his or her current shift. In addition, the work schedule for any employee may change at any time without payment of overtime if in the judgment of the Publisher, it is necessary for business reasons.

- 6.8** That part of a shift worked that is required by the manager or supervisor within any period less than twelve (12) hours after the completion of the preceding regular shift shall be paid for at the overtime rate of time and one-half or with compensatory time off in accordance with Section 6.5 of the Agreement.
- 6.9** Employees scheduled to work on Sunday as one of his or her regular shifts in the five (5) day work week shall receive two (2) consecutive days off or the employee shall have the option of split days off, one of which shall be Saturday consistent with operational conditions.
- 6.10 (a)** Holidays – The following holidays or the days observed as such shall be granted to all employees with full pay: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas. All regular full-time employees are entitled to a birthday holiday immediately following their date of employment. The birthday holiday must be taken within thirty (30) days of the actual birthday and must be prescheduled by mutual agreement with the employee's supervisor. In addition, all regular full-time employees are entitled to an annual Diversity Day. The diversity holiday must be in recognition of an event of cultural, ethnic, or religious significance to the employee and must be prescheduled by mutual agreement with the employee's supervisor. Employees hired after January 1 of the current year will be eligible for a diversity holiday starting the following year. Birthday and diversity holidays cannot be carried over from year to year and are not eligible for payment upon termination.
- (b)** The work week for any employee in which any of these holidays fall shall consist of four (4) days, or three (3) days pursuant to paragraph 6.1(b) of this section totaling the number of hours applicable to the employee as specified in paragraph 6.1 of this Section, excluding the holiday. Notwithstanding the definition of a holiday work week set forth in the preceding sentence, for the purpose of the calculation of weekly overtime pursuant to Section 6.15 of the Agreement, an employee who receives holiday pay for one of the above listed holidays but does not work on that holiday, shall not be considered to have actually worked on that day. Any employee required to work on the holiday shall receive a minimum of a full day's pay at straight time, in addition to his or her regular weekly salary. If an employee is required to work longer than two-thirds (2/3) of a full shift on any such holiday, he or she shall be paid for all time in excess thereof at the rate of one and one-half the regular rate.
- 6.11** Part-time, temporary, and on-call employees will not receive holiday pay except under the following conditions.
- (a)** They will be paid time and one half for all the time actually worked on a holiday.
- (b)** If normally scheduled but not required to work, they will receive straight time pay for the number of hours they would normally work as holiday pay.
- 6.12** Outside bureau correspondents shall be exempt from all the provisions of Section 6, (except 6.2, 6.6, and 6.10) and may fluctuate their daily work hours during the week in order to provide that the regular work week shall consist of 37-1/2 hours. Upon proper

authorization, outside bureau correspondents working in excess of 37-1/2 hours shall be compensated at straight time for hours in excess of 37-1/2 up to 40 hours, and shall be compensated for hours in excess of 40 at the overtime rate or with compensatory time off in accordance with Section 6.4 of the Agreement. Present practice shall prevail for employees substituting for outside bureau correspondents.

- 6.13** It is agreed that full-time columnists shall be exempt from all provisions of Section 6, except Section 6.12 (Holidays). Full-time columnists are defined as only those individuals who generally work 37.5 hours per week and whose primary function is writing newspaper columns.
- 6.14** The Publisher, upon 90 days notice to the Guild, may change to a weekly or biweekly pay cycle. The Publisher will not make more than one pay cycle change during the life of the Agreement.
- 6.15** Calculation of weekly overtime, hours worked in excess of forty (40), shall be based on actual hours worked.

SECTION 7 SEVERANCE PAY

- 7.1 (a)** Severance pay shall be paid to all regular full-time employees laid off in biweekly payments equal to two weeks' pay for every year of service or major fraction thereof up to twenty-six (26) weeks, such pay to be computed at the employee's current rate of pay excluding any overtime, holiday pay, vacation pay, shift or job differentials or any other premium or additional compensation. An employee shall receive no fewer than four (4) weeks of severance pay, regardless of years of service. It is understood that these payments shall discontinue should the employee be rehired during the severance payment period.
- (b)** Severance pay shall be paid to part-time employees laid off in biweekly payments equal to one (1) weeks' pay for every year of full-time equivalent service up to a maximum of four (4) weeks. An employee shall receive no fewer than two (2) weeks of severance regardless of years of service. Such pay shall be computed at the employee's current rate of pay excluding any overtime, holiday pay, vacation pay, shift of job differential or any other premiums or additional compensation.
- 7.2** Severance pay need not be paid an employee discharged for just cause or self-provoked discharge for the purpose of collecting severance pay, or to an employee who is retired from The Modesto Bee, deceased or leaves of his own volition. The payment of severance in any of the above cases shall be optional with the Publisher.
- 7.3** From severance pay the Publisher may deduct any levy or tax to which the employee is subject under State or Federal legislation.
- 7.4** A person re-employed who has received severance pay becomes a new employee of the Publisher as regards severance pay.

SECTION 8

VACATION

- 8.1** The Publisher and the Guild agree that vacation will be accrued at the following rate:
- (a)** Regular full-time employees shall earn .0577 hours of vacation time for each hour of straight time paid, up to a maximum of three (3) weeks per year during the first four (4) years of service.
 - (b)** Regular full-time employees shall earn 0.0769 hours of vacation for each hour of straight time paid, up to a maximum of four (4) weeks per year during the fifth and subsequent years of service.
 - (c)** Employees may take vacation as it is earned.
- 8.2** Vacation credit shall begin with the date of employment. The Publisher shall arrange the vacations in the Editorial Department in accordance with the needs of the office and shall give first consideration to length of service in assigning vacation periods. With the consent of the employee and the Publisher, the vacation may be split. In those departments where it is impossible to schedule all employees to take vacation during the Christmas, Easter or summer school vacation period, each employee shall have the option of taking a vacation in one of these three periods at least once every three years notwithstanding seniority.
- a)** The maximum amount of vacation which an employee may accrue is one week over the employee's annual vacation entitlement. An employee shall not earn vacation during the time the employee has the maximum vacation accrual. Accrual of unused vacation beyond one week over the employee's annual vacation entitlement shall only be by mutual agreement between the employee and the Publisher.
 - b)** In any calendar year, the Company may require employees to use some or all vacation accrued in a given year and/or some or all of the vacation balance that the employee carried into the given year. Employees will be given 30 days' notice prior to vacation use being mandated, although employees may begin scheduling vacation as soon as reasonable. The Company will attempt to accommodate any employee vacation requests in accordance with business needs. However, the Company shall make the final decisions on vacation request and scheduling.
- 8.3** An employee whose vacation period includes one of the designated holidays shall receive an additional day off, the date of which shall be set by mutual agreement between the employee and the Publisher. Should such agreement not be reached, the day shall be added to the employee's vacation.
- 8.4** Upon termination of employment, an employee (or the employee's heirs or estate in case of death) shall receive accrued vacation pay.

SECTION 9 SETTLEMENT OF DISPUTES

9.1 It is agreed between the parties that fruitless controversies must be avoided and every effort should be made to maintain a harmonious relationship. To this end both parties will, in every instance, give prompt attention to disputes and will in good faith endeavor to settle all differences by amicable discussions. However, only grievances as defined in Section 9.2 are subject to arbitration as provided in this Section.

9.2 For all purposes of this Agreement, a grievance is any dispute or controversy between the Publisher and the Guild, or between the Publisher and any of the employees covered by this Agreement, arising and filed during the term of this Agreement involving the meaning, interpretation, application, or alleged violation of the provisions of this Agreement, or the discharge or other discipline of employees. All grievances (except grievances concerning the no-strike clause under Section 23 of this Agreement) shall be handled exclusively in the following manner.

9.3 Any employee who believes he or she has a problem or complaint should bring it to the attention of his or her immediate supervisor, as soon as possible after the problem arises. Both parties agree that problems should be settled between the employee and immediate supervisor whenever possible.

9.4 Step 1 of Grievance Procedure

Should the procedure above fail to solve the problem and the Guild wishes to pursue the issue as a grievance, or if the grievance originates with the Guild, the unit chairperson (or other designated Guild official) shall notify the Executive Editor (or other designated Company official) of the grievance and request a meeting within (35) calendar days after the action, inaction, occurrence, or condition constituting the grievance, or (35) calendars after any of the above reasonably should have been known to the Guild with reasonable diligence. In the case of a discharge, the grievance would be handled as described in Section 9.5 upon proper notice as required in that Section. Should the grievance originate with the Company, the Executive Editor (or other designated Company official) shall notify the Guild Unit Chairperson (or other designated Guild official) of the grievance and request a meeting within (35) calendar days after the action, inaction, occurrence, or condition constituting the grievance, or (35) calendar days after any of the above reasonably should have been known to the Company with reasonable diligence. The meeting will be held within thirty-five (35) calendar days of it being requested. The respondent, whether the Company or the Guild, must respond to the grievance within thirty-five (35) calendar days from the time the meeting is held.

9.5 Step 2 of Grievance Procedure

If the grievance is not satisfactorily settled as provided in Section 9.4, either the Guild or the Company, as the case may be, shall have thirty-five (35) calendar days from the conclusion of Step 1 (whether at that meeting or a later response) to request a final meeting between the Publisher and the Guild Administrative Officer (or their designees) to attempt to settle the grievance. Such request will be in writing to the Publisher or the Guild Administrative Officer, and shall include the specific nature of the grievance and the particular provisions of the Agreement involved. Upon proper written request, such meeting will be held within (35) calendar days of receipt of the request. Respondent will respond in writing within thirty-five

(35) calendar days of the date of the meeting. In the case of a discharge grievance, the Guild has 72 hours from the notice of the discharge to request a meeting between the Publisher and the Guild Administrative Officer (or their designees) in the manner described in this Section. In the case of discharge, the requested meeting will be held within 72 hours of the receipt of written request, and the Publisher (or its designee) will respond in writing no later than 72 hours after the meeting.

- 9.6** If the grievance is not settled in accordance with the foregoing procedure, either the Company or the Guild may refer the grievance to arbitration by written certified mail notice to the other party, no later than thirty-five (35) calendar days after the receipt of response provided for in Section 9.5. After timely written certified mail notice by either party, the Company and the Guild will immediately attempt to agree upon an impartial arbitrator. In the event agreement upon an arbitrator cannot be reached thirty-five (35) calendar days after receipt of request for arbitration, either the Company and the Guild (or their designees) shall choose an arbitrator from the following panel: Andrea Dooley, Ron Hoh, John Kagel, and Barry Winograd. The arbitrator shall be chosen by the alternate striking method. The party entitled to make the first strike shall be determined by lot.
- 9.7** The expense of arbitration (including arbitrator's fee, hearing room, coffee, and a reporter's transcript for the impartial arbitrator's use) shall be paid by the losing party, but each party shall bear its own costs of advocacy, witnesses, and a reporter's transcript for its own use. Each party shall have the right to 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 briefs after close of the evidence. The decision of the arbitrator shall be in writing and signed by the arbitrator.
- 9.8** The said arbitrator shall have no authority to ignore, add to, subtract from, alter, amend, change or nullify the terms of this Agreement in any way or to render an award which is in conflict with any of the provisions or the essence of this Agreement. The arbitrator's only jurisdiction is strictly limited to application and interpretation of this Agreement and to the facts of the particular grievance arising and filed during the term of this Agreement properly before him/her and his/her decision and award shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance as presented.
- 9.9** Time is of the essence in all of the grievance and arbitration procedures in this Agreement. Failure to comply with and fully satisfy any of the said time limitations constitutes waiver of the alleged grievance and all rights, claims and actions for all purposes except as otherwise specifically provided in the following sentence. The said time limits may be extended by written mutual agreement between the Guild and the Company.
- 9.10** Renewal or extension of this Agreement, or the terms of successor Agreements, are not subjects of any grievance or arbitration under this Agreement and are beyond the jurisdiction of any arbitrator.

- 9.11** The arbitrator shall have the authority to rule on the subject of arbitrability, and matters pertaining to preparation, presentation, or other procedural differences within the limits and restrictions set forth elsewhere in this Section.
- 9.12** 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.

SECTION 10 EXPENSE and EQUIPMENT

- 10.1** Eligible employees who are required to have a cell phone will be provided a cell phone by the Company. The Publisher shall pay all legitimate expenses incurred by the employees in the service of the Publisher.
- 10.2** Photographic equipment required by the Publisher to be used by photographers shall be provided by the Publisher.
- 10.3** (a) The Internal Revenue Service (“IRS”) rate shall be the basis for mileage reimbursement for employees who drive their automobile on Company business.
- (b) Adjustments in the mileage reimbursement rate will coincide with the effective date given by the IRS.
- 10.4** Employees using their automobile for company business should submit their actual weekly mileage and parking expenses on the required expense reimbursement form provided by the Publisher. To the extent the Employer relocates to a workspace without free parking options in the future, the parties agree that they will meet and confer on parking options.
- 10.5** Alterations to personal cars to install and/or remove company equipment shall be paid for and corrected at the Publisher’s expense, if such installations or removals are done at the direction of the Company.
- 10.6** The Publisher may require any employee to furnish his/her own automobile in the business of the Publisher.
- 10.7** Work From Home Expenses
- (a) The work from home environment as of the ratification of this agreement shall remain in place until the Company provides a physical office space that can accommodate all Employees. Should the Employer provide such space, any mandatory return to office policies would be subject to negotiations with the Guild.
- (b) Employees with advance approval from their supervisor, shall continue to have the right to work hybrid, remote or other flexible work schedules presuming all work can be

performed adequately. Editors may require employees, for staff meetings, breaking news, or other news events to work from the office or the field.

(c) During any period in which the Editor requires or authorizes an employee to work the majority of their schedule from home on a long-term basis, the Editor shall provide a monthly stipend of at least \$50 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.

(d) Any employee may object to working from the office on health and safety grounds, without fear of retribution. The company will work with the employee to see if they can reasonably accommodate their concerns or grant them permission to work from home, assuming their work can be performed adequately.

(e) The Company shall provide equipment for employees to safely work from home. This equipment includes but is not limited to computers and software, cell phones with an activated hot spot, note pads, photo equipment and supplies.

(f) This provision is intended to replace and supersede any other prior agreements outside of this Agreement regarding stipend and other benefits related to remote work.

SECTION 11 OUTSIDE ACTIVITY

11.1 (a) Employees shall be free to engage in activities on their own time not performed by enterprises in competition with The Modesto Bee, Modbee.com, or any other enterprises related to the Company. The Publisher shall reasonably determine what is considered competition. Employees are prohibited from engaging in activities that would compromise the editorial integrity of The Modesto Bee. Without written permission from the Publisher or its representatives, no employee shall use the name of the Publisher or his/her connection with the Publisher or any feature title or other materials of the Publisher to exploit in any way his/her outside activities.

(b) It is recognized that an employee may engage in some activities or work restricted by (a) above, provided the employee has informed the Publisher in writing or by email and the Publisher or its representative has approved of the proposed activities or service in advance. Approved representatives include The Modesto Bee Editor or his or her designee.

(c) If, with the approval of the Publisher, an employee enters into an agreement to appear on any broadcast or cable television station or radio station or on-line publication as part of such agreement, the employee shall request that he/she be introduced during such appearance as an employee of the Publisher.

SECTION 12

NATIONAL EMERGENCY

- 12.1** Any employee who is required by the United States or voluntarily enlists or reenlists into the Armed Forces or military reserves or National Guard will be eligible for a military leave of absence. The period of such absence shall be considered employment time with the Publisher in computing severance pay.
- 12.2** The Publisher will pay employees required by the United States to enter active military service, or those employees who voluntarily enlist, the difference between their military or guard pay and their regular base pay for the first 90 calendar days of their military service.
- 12.3** The Publisher will pay full-time employees required to attend military reserve training the difference between their military pay and their regular base pay for a period of up to two weeks per year.
- 12.4** During the time the Publisher is paying the difference between military pay and base pay, the Publisher will continue to pay the company portion of the employee's and their dependents' group health insurance.
- 12.5** An employee on military leave may elect to receive part or all of his or her accrued vacation and will earn additional vacation based on regular hours paid by the Publisher.
- 12.6** A regular employee who returns from military leave is entitled to qualify for re-employment rights as long as the Publisher is in the same business and employs individuals in similar classifications to that previously held by the employee. If the Publisher is no longer in the same business and/or no longer employs individuals in similar classifications, the employee would be eligible for the appropriate severance as described in Section 7.
- 12.7** To qualify for re-employment rights a returning veteran or reservist must meet the following criteria:
- (a) The employee must have satisfactorily completed their military service; i.e., discharged or released under honorable conditions, and
 - (b) For leaves up to 90 days: The employee must apply for re-employment within 31 days after the release from active duty or discharge from hospitalization due to military service.
For leaves in excess of 90 days: The employee must apply for re-employment within 90 days of the date of release of military service or discharge from hospitalization due to military service.
 - (c) The right to re-employment following hospitalization applies if the employee was hospitalized for up to one year after discharge from military service.
- 12.8** An employee who qualifies for re-employment rights will be restored with no loss of seniority. The seniority will include pre-military service, employment seniority, a reasonable period of time following departure from employment prior to entering military

service, the period of military service and the period between the employee's release from military service and their return to work.

- 12.9** In the event an employee, upon the resumption of his or her position is found not to be able to perform the essential functions of his or her position with a reasonable accommodation, the employee will be eligible for the appropriate severance pay as described in Section 7.
- 12.10** In the event an employee is physically or mentally disabled as a result of such service, and as documented by a medical physician, is unable to return to work within the timeframe established in Section 12.7, the application for re-employment shall be deemed to have been made and severance shall be paid as of the date of the employee's termination of service as described in Section 7.
- 12.11** An employee promoted to take the place of one entering such service, upon the re-employment of such employee, shall be returned to his/her previous position and salary, but at not less than the salary he/she made before the promotion, or not less than the previous classification's minimum salary, whichever is greater.
- 12.12** An employee hired as a replacement for one entering such service shall be covered by all provisions of this Agreement except by this military service clause. Such replacement employee, however, on entering such service shall receive severance pay in accordance with Section 7 and pro-rated vacation pay.
- 12.13** Upon return of an employee from military service, the temporary employee displaced by the return shall be given first consideration when a vacancy occurs.
- 12.14** If an employee is released or discharged due to his or her race, color, national origin, ancestry, sex, marital or parental status, sexual preference, age, mental or physical disability, medical condition, religious creed, or for refusal to perform an illegal act, the employee will be deemed to have satisfactorily completed his or her military service.
- 12.15** Employees on military leave upon resumption of employment shall resume his/her position or a comparable one without diminution of salary immediately upon their timely request for re-employment as described in Section 12.7 and shall return with severance pay eligibility and other rights under this Agreement unimpaired.
- 12.16** Upon an employee's entering such service as set forth during the lifetime of this Agreement, his/her rights under this section shall become vested in the employee and shall survive the expiration of the Agreement.

SECTION 13 SECURITY

- 13.1** There shall be no dismissals, except for just cause or to reduce the force. The term "reduce the force," as used herein, shall be construed as synonymous with layoff for economy.
- 13.2** A newly hired employee shall be subject to a probationary period of six (6) months from the date of employment. During this period of time the employee may be dismissed with or without cause. Any such dismissal shall not be subject to the provisions of Section 9 of this Agreement. The requirements of Section 13.5 and 13.8 of this Agreement shall not apply to the dismissal of an employee during his or her probationary period.
- 13.3** (a) Within seven (7) calendar days after the employee is notified of his/her layoff, the employee involuntarily dismissed to reduce the force shall notify the Publisher in writing by registered mail whether he/she wants to have his/her name placed on a rehire list. Rehire lists shall be maintained by Editorial by classification and employment status. An employee who places his/her name on a rehire list shall be placed on a list for a period of one year.
- (b) No other persons may be hired for the jobs vacated until the laid off employee in that department, classification within that department and employment status are offered the job, unless the laid off employee fails to meet the qualification requirements or the laid off employee fails to accept such re-employment within fourteen (14) calendar days after notice by registered mail to his/her last known address appearing on the Publisher's records.
- (c) It is understood that an "Affiliate Employer" is a company that is 100% owned by McClatchy.
- 13.4** (a) Layoffs to reduce the workforce may be made as the needs of the Publisher require. The Publisher shall decide when and how many employees shall be laid off and its decisions on those matters shall not be subject to the provisions of Section 9 of this Agreement. When deciding on layoffs, the Publisher shall give consideration to the work to be done, and the competency, efficiency, skills, ability, previous job performance, seniority, attendance record, training and other qualifications of employees covered by this Agreement. If all aforementioned qualifications are equal, the least senior employee shall be laid off.
- (b) At its sole discretion the Company may request voluntary layoffs before laying off involuntarily. 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.
- (c) Employees whose voluntary lay off requests pursuant to 13.4 (a) are accepted, shall qualify for severance pay under Section 7 provided that they agree to sign a joint waiver and release of claims.
- (d) Employees laid off because of a reduction in force shall be afforded all rights accruing 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.

(e) Seniority means length of continuous employment.

- 13.5** Upon dismissal an employee upon request shall receive a written notice from the Publisher or its designee stating the cause of his dismissal, provided such demand is made within 72 hours after the employee is informed of the discharge, and the Publisher or its designee shall furnish a copy of such notice to the chairman of The Modesto Bee unit of the Pacific Media Workers Guild TNG-CWA. In the event of an economic layoff, the Publisher shall give four (4) weeks written notice to the employee and the Guild.

When the company cannot provide four (4) weeks of notice due to extenuating circumstances, at least two (2) weeks notice shall be given and the company will pay the laid off employee for the balance of any work days difference between four weeks notice and the notice actually provided.

- 13.6** In the event of the introduction of new equipment or technological change of such type as to require substantial retraining or to reduce employment opportunities, the Publisher agrees to give the Guild 30 days advance notice thereof in writing. The Publisher endorses the policy of aiding in the training of employees displaced by the introduction of new equipment or technological change to the extent practical as determined by management to minimize reduced employment opportunities consistent with the efficient operation of the department affected. When such new equipment or technological change results in the creation of any new job classification, the provisions of Section 3.5 shall apply. Nothing in this Section shall restrict or impair the right of the Publisher to install and operate such new equipment or make such technological change.

- 13.7** The Company shall give the Guild notice of all discharges as soon as possible under the circumstances.

- 13.8** Transition Pay.

(a) If an employee accepts a non-comparable position, in exchange for a signed joint waiver and release, the employee will be eligible to receive transition pay. This weekly transition pay shall equal 50% of the difference between their weekly base pay in their new position and their former position. The number of weeks of transition pay shall be two weeks of transition pay for every year of continuous service or major fraction thereof up to twenty-six (26) weeks. Transition pay will be paid on a bi-weekly basis on our regular pay cycle.

(b) A comparable position is defined as a position for which the number of working hours and base pay are within (80) eighty percent of the eligible employee's current working hours and base pay and (b) the location is within fifty (50) miles from the location of the former position.

SECTION 14 LEAVES OF ABSENCE

14.1 Upon request, the Publisher may, at its discretion, grant an employee unpaid leave of absence including paternity leave. Such leaves shall include maternity leave for a period not to exceed one (1) year and shall not constitute a break in continuity of service in the computation of severance pay, sick leave and other benefits of this Agreement. Vacation pay shall be proportionate to the time actually worked. Any accrued but unused vacation in excess of one week must be taken and paid on an unpaid leave of absence.

14.2 Paid Maternity and 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.

Upon return from a personal leave without pay, with an approved job guarantee, the returning employee shall have the seniority that he/she had immediately before commencing the leave. It is understood that the Publisher is not under any obligation to reinstate an employee who takes a personal leave without pay, and who does not have an approved job guarantee.

- 14.3** (a) After each five (5) years' service completed by an employee, said employee may take an unpaid sabbatical leave of absence of up to one (1) year duration. Said leave shall not constitute a break in service with the Publisher, provided, however, that said leave shall be without pay and without accumulation of any credits or benefits under this Agreement. The number of employees to be on such leave at any one time shall be subject to the reasonable requirements of the Publisher with respect to the efficiency and orderly operation of the department affected, provided that the granting of an employee's leave hereunder may not be deferred for a period of more than twelve (12) months. Upon the employee's return he or she shall be restored to his or her former position and salary but

not at less than the then current minimum for said position. An employee temporarily promoted or receiving a salary increase over the minimum herein provided for his or her regular classification or salary for filling the vacancy created during said absent employee's leave, may be returned to his or her previous position and salary, but at not less than the then current minimum for said position. Any accrued but unused vacation in excess of one week must be taken and paid on an unpaid leave of absence.

(b) Employees on sabbatical leave shall not accept employment for compensation in The Modesto Bee circulation area with any of the competing news media or services or with a public relations office of a business or government agency having a regular and direct relationship with The Modesto Bee. Nothing in the foregoing shall be interpreted as prohibiting employment in the nature of political activity as provided in state law.

(c) Employees on sabbatical leave shall give notification with regard to their intent to return no later than thirty (30) days prior to the expiration of the leave. The decision of that time shall be binding on the employee. Failure to give such notice of intent shall, at the Publisher's option, constitute a resignation. The Publisher will notify the employee in writing of the requirements of this Section when a leave is approved.

(d) An employee who takes a sabbatical leave for the purpose of changing jobs permanently is not eligible for such leave.

14.4 In the event an employee is elected or appointed to any office of the Pacific Media Workers Guild TNG-CWA or office of a local of the Pacific Media Workers Guild TNG CWA or any AFL-CIO office, such employee upon request shall be given a leave of absence, without pay, for his/her term of such office. The provision of this Section shall apply to delegates selected to TNG/CWA or AFL-CIO conventions, national or district. The number of members of the staff who may receive leaves of absence for union conventions at one time shall be no more than one (1) unless a greater number is mutually agreed upon.

14.5 Bereavement Leave: Paid leave shall be granted on request for consecutive days off necessary to make arrangements for and to attend a family funeral or other observance.

a) Upon completion of first day of employment, employees are eligible to request payment for bereavement leave.

b) Bereavement leave payment is equal to an employee's scheduled workday hours.

(c) Eligible employees may request bereavement leave with pay in the event of a death of an immediate family member. Up to five days leave, three (3) days which would be paid for funerals or other observances within the state, or five (5) days which would be paid for funerals or other observances out of state. Immediate family is defined as parent or guardian, stepparent, current spouse or domestic partner, child or, step child, sibling or step-sibling, grandparent, grandchild, parent-in-law, spouses of adult children, sibling-in-law, sibling of a parent, sibling's child, cousin or great-grandparent.

- 14.6** Conflicts between this Agreement and federal or state law regulations i.e., 1993 Family Leave Act, will be resolved in compliance with statutory requirements.

SECTION 15 MANAGEMENT RIGHTS

- 15.1** The Publisher has the sole and exclusive right to exercise all the authority, rights and functions of management to assign work, enforce rules of conduct, discipline employees, and to manage, plan, direct and control the operations and the workforce. All of the rights, powers or authority vested in the Publisher, except those specifically abridged, delegated, deleted or modified by the express terms of the Agreement, are retained by the Publisher.

SECTION 16 NON-DISCRIMINATION

- 16.1** The Publisher shall hire and promote and the Guild shall admit to membership without regard to race, color, national origin, ancestry, sex, marital or parental status, sexual orientation, gender identity, gender expression, citizenship, age, mental or physical disability, medical condition, religious creed, political belief, veteran status, or any other characteristic protected by local, state or federal law.
- 16.2** There shall be no discrimination against any employee because of membership or lawful activity in the Guild.

SECTION 17 JURY DUTY

- 17.1** Employees called to serve on a coroner's inquest or trial jury and required to appear for jury service on a day or days they are scheduled to work will be paid their regular hourly rate for those hours during which their presence is required by the court up to the number of hours they are scheduled to work that day or seven and one-half (7-1/2) hours, whichever is less.
- 17.2** To receive compensation for jury service, eligible employees must:
- (a) Provide their supervisors with reasonable notice of the date and time they are required to appear, and;
 - (b) Upon completion of jury service or at the end of each payroll period, whichever occurs first, submit to their supervisors proof of jury service.
- 17.3** Employees whose presence for jury service on any day is required for fewer hours than they are scheduled to work that day must either:
- (a) Report to work immediately upon completion of that day's jury service if their scheduled shift has started and work for the balance of their regular scheduled hours, or;

(b) Employees on jury duty during the day and scheduled for night work must report to work at their regularly scheduled time and shall be required to work for the difference between their jury service time and their regularly scheduled hours.

(c) An employee released from jury service with less than one hour remaining on his or her regularly scheduled shift shall not be required to report to work.

SECTION 18 HAZARDOUS ASSIGNMENT

- 18.1** An employee carrying out authorized work involving hazardous conditions shall be reimbursed by the Company for loss of or damage to his or her personal property, including his or her automobile, authorized for use on such assignments when such loss or damage is directly related to the hazardous condition.
- 18.2** An employee carrying out authorized work involving hazardous conditions or air travel (where the employee is not the pilot) will be covered by \$150,000 death and dismemberment insurance. Hazardous duty insurance shall be in addition to disability, life and other insurance benefits already provided by the Publisher and/or state and federal law. No employee will be required to fly, assuming notice of such refusal is given within a reasonable period of time after being given the assignment.
- 18.3** The parties agree that “unreasonable duties” as set forth in Section 20.7 includes assignments that would subject an employee to imminent danger of bodily harm.
- 18.4** Employees may decline a hazardous assignment based on safety concerns or leave an assignment if they deem it to be unsafe.
- 18.5** The Company shall continue to notify any newsroom employees known to have been exposed to COVID within the newsroom by CAL-OSHA Guidelines.

SECTION 19 SICK LEAVE

- 19.1 ELIGIBILITY:**
- (a) Regular full-time employees shall begin accruing in accordance with this Section, sick leave benefits on their first day of employment and may use it as it is accrued.
- (b) Part-time employees will be eligible for sick leave benefits in accordance with California State law.
- 19.2 OCCASIONAL SICK DAYS:**

Eligible full-time employees shall be paid for up to ten (10) scheduled work days per payroll fiscal year for which they do not report to work as a consequence of illness or injury or sick dependent and with prior supervisor approval for family emergency.

(a) To receive compensation for occasional sick days, employees must notify their supervisor before the start of the shift for which they will not report that they will not be able to report to work and must submit a completed Absence Form.

(b) In the first year of employment, or upon transfer to full-time status, employees will receive a prorated sick leave balance after one month of service.

(c) At the beginning of the fiscal year immediately following hire-date and the beginning of each payroll fiscal year thereafter, eligible full-time employees shall have 10 occasional sick days.

(d) The Publisher shall comply with all state and federal laws governing the provision of paid sick leave.

19.3 SHORT-TERM DISABILITY: Eligible employees may receive up to 26 weeks of short-term disability (STD) Pay, subject to approval by the plan administrator within an 18 month period from the Company, while certified disabled by a doctor, are unable to work and are qualified for state disability. Eligibility and maximum benefit period is determined by the Publisher's STD plan administrator. While on medical leave, total pay for eligible employees shall be sixty (60) percent of normal base pay. This is a combination of Company short term disability pay and state disability pay.

At the employee's option available vacation pay can be used to supplement STD pay, not to exceed 100% of base pay. Occasional sick leave days or vacation pay can be used for time preceding the employee's eligibility for disability pay and STD pay.

19.4 LONG-TERM DISABILITY: Eligible employees whose qualifying illness or injury exceeds 180 days are eligible to apply for Long-Term disability benefits through the Publisher's insurance carrier. Eligibility for long-term disability benefits and the maximum benefit period are determined by the insurance carrier. Long-term disability benefits are integrated with other disability payments including State Disability, Workers' Compensation and Social Security to provide fifty (50) percent of an employee's base pay.

(a) Eligible employees may elect to purchase additional long-term disability coverage under the Publisher's policy to bring total compensation to sixty (60) percent of base salary.

19.5 An employee who is hospitalized or who is sick or injured for more than seven (7) consecutive calendar days must file a claim for State Disability Insurance.

SECTION 20

MISCELLANEOUS

- 20.1** An employee's byline or credit line shall not be used over his or her advance protest, provided that requests for deletion of bylines are for professional reasons only.
- 20.2** The Publisher agrees to provide a bulletin board in the departments represented by the Guild for official business of the Guild.
- 20.3** (a) Reporters may be assigned as photographers (this includes the use of any equipment able to capture images) and photographers may be assigned as reporters. When performing this work outside of their normal duties, reporters and photographers shall not be judged on the quality of that work but will be based on their ability to complete the work assigned. For this section of the contract, "outside of their normal duties" means that a reporter capturing photos or video, or a photographer providing a story brief."
- (b) The Company shall provide training for employees expected to do duties outside of their primary job classification. The company shall provide, for example but not limited to, photography training to news reporters and news reporting training to photographers. The company shall pay employees for the time they do any such training. The company shall also provide training as needed as the journalism industry and its technology changes. For example, photographers may require the company provide training for new search engine optimization strategies in reporting, and reporters may require training in new video editing software and updates.
- 20.4** The Publisher may prescribe rules, not in conflict with the provisions of this Agreement, affecting the conduct and work of its employees as the Publisher may deem it to be necessary or desirable in the regulation and operation of its business. Such rules shall be posted conspicuously in the department represented by the Guild.
- 20.5** The Company is the sole judge of the competency and number of employees required. Notwithstanding the provisions of Section 1.1, the Company may do the following:
- (a) The Company may for reasons of efficiency and economy utilize employees of other entities owned by McClatchy to perform work which is covered by Section 1.1 of the Agreement.
- (b) The Company may utilize non-bargaining unit employees, stringers, and/or freelancers to perform work which is covered by Section 1.1 of this Agreement, provided no full-time or regular part-time employee employed on the signing date of this Agreement is laid off primarily as a result of such utilization.
- (c) The Company may assign bargaining unit employees to produce work product for any other McClatchy entity, including its online operation.
- (d) Nothing in this Section 20 shall change the jurisdiction and description of the bargaining unit for collective bargaining purposes.

- 20.6** With reasonable notice and at reasonable intervals, an employee may review the material in his or her personnel file relating to work performance by contacting the People Team for an appointment.
- 20.7** There shall be no imposition of unreasonable duties or unreasonable volume of work on employees covered by this Agreement. It is mutually agreed that the Publisher is entitled to reasonable productivity for the full unit of hours as prescribed in the Agreement constituting a day's or night's shift or week's work.
- 20.8** The parties agree to The Modesto Bee Drug, Alcohol and Substance Policy which is attached hereto and incorporated herein as Attachment B. The Publisher may, without bargaining with the Guild, modify this Policy provided that any such modification is equally applicable to the non-bargaining unit employees who are covered by the Policy.
- (a)** It is understood that until there is a medically certified test for being under the influence of cannabis (THC), positive test results for cannabis (THC) will not be considered during a candidate's applicant post-offer testing process. Until the tests are updated, if the testing service tests for cannabis (THC), the results shall remain confidential and not included in the employee's personnel file.
- (b)** Employees shall not be subject to discipline over a positive test result for cannabis (THC) without the presence of other evidence of impairment while on work time. Any discipline resulting from reasonable suspicion drug testing shall be subject to grievance and arbitration.
- (c)** It is understood that this clarification in (b) regarding evidence of impairment does not impact the Company's ability to test and discipline as a result of a vehicle accident. Any discipline shall be subject to grievance and arbitration.

SECTION 21 PERFORMANCE EVALUATIONS/COMPASS

The Company and the Union agree that there will be a new format for the annual newsroom performance reviews. 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. Supervisors and employees will finalize goals by February 28. Supervisors and employees can collaborate to update/modify goals at any period during the year except during virtual check-in and

final evaluation windows. Supervisors and employees will participate in a midyear check-in in June, during which time they will document and discuss progress to date. Evaluations for the prior year of work (including self-evaluation, manager evaluation, and virtual review) will open and close in January. In this category, 30% of the performance rating shall be based on journalism specific goals established between the reporter and a supervisor, such as beat coverage, writing, source development, and other areas 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 Modesto Bee. 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, conversions and other measure of reader engagement should be part of those conversations, and so should potential impact, community value and The Bee's high standards for journalism.

Employees and editors, by mutual agreement, may chose 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.

For example, if an employee does not achieve their page-view goal, despite reasonable efforts, they will not lose point 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 working days. The decision of the supervisor to adjust or maintain assigned goals must be made within 3 working days, unless extended by mutual consent. If the employee still disagrees, they may appeal to the Managing Editor/Editor. The decision of the Managing Editor/ Editor must be made within 5 working days, unless extended by mutual consent. The decision of the Managing Editor/Editor 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 Section 9 (Grievance and Arbitration).

SECTION 22 RETIREMENT

21.1 The following program is provided for the participation of employees covered by this Agreement in accordance with the eligibility rules of the program:

(a) The Money Shelter Plan [401(k)].

21.2 Eligible bargaining unit employees are entitled to participate in the program listed in 21.1 above on the same terms and conditions as that program is available to other eligible

employees of The Modesto Bee. The Publisher has the sole and exclusive discretionary right to at any time change, modify or eliminate the program; and/or offer new or replacement programs; and/or transfer participants to new programs. If a program is eliminated, employees will retain all vested and/or accrued benefits. The Publisher shall notify the Guild in writing of any proposed change, modification and/or elimination at least sixty (60) days before the effective date of such change, modification and/or elimination.

SECTION 23 BENEFITS

- 23.1** The Company may change and/or eliminate any health and welfare plans and/or benefits, and the terms and conditions of those plans and/or benefits, applicable to bargaining unit employees without bargaining with the Guild, as long as any such changes are equally applicable to non-union employees.
- 23.2** The cost of providing such insurance shall be borne by the Publisher and the individual employee.
- (a)** The Company shall contribute each month toward the premium cost of each total insurance package on behalf of the bargaining unit employees the same amount which the Publisher contributes each month toward the premium cost of each total insurance package on behalf of non-union employees. The Company may change the amount of its premium contribution on behalf of the bargaining unit employees without bargaining with the Guild, so long as any such changes are equally applicable to non-union employees. The Company's contributions shall at all times be expressed in dollar amounts and not in percentages.
- (b)** The Company may change and/or eliminate the dental and vision only insurance plans and/or benefits, and the terms and conditions of those plans and/or benefits applicable to bargaining unit employees without bargaining with the Guild, as long as any such changes are equally applicable to non-union employees. The Company shall contribute each month toward the premium cost of each dental and vision only insurance package on behalf of the bargaining unit employees the same amount which the Publisher contributes each month toward the premium cost of each dental and vision only insurance package on behalf of non-union employees. The Company may change the amount of its premium contribution on behalf of the bargaining unit employees without bargaining with the Guild, so long as any such changes are equally applicable to non-union employees. The Publisher's contributions shall at all times be expressed in dollar amounts and not in percentages.
- (c)** The employee shall pay each month the difference between the cost of the insurance package under which the employee is covered and the amount which the Publisher contributes as set forth above.

23.3 LIFE INSURANCE

(a) The Publisher shall provide the current Group Life Insurance. The Publisher shall pay the premium for this Life Insurance.

(b) An employee may opt for the current Voluntary Term Life Insurance. The employee shall pay the premium for this life insurance.

(c) The Publisher retains the right to change providers listed above, as long as the benefits are substantially equivalent or greater than those currently available through the provider being changed.

23.4 SPOUSAL/DOMESTIC PARTNER COVERAGE

(a) The spouse/domestic partner of an employee may receive primary coverage under The Modesto Bee's health insurance plan under the following circumstances:

1. The employee of the spouse/domestic partner must be eligible for and must elect spousal/domestic partner coverage, and

2. The spouse/domestic partner must be non-working or not be eligible for health insurance coverage through the spouse/domestic partner's employer, or the health insurance coverage provided by the spouse/domestic partner's employer requires the spouse/domestic partner to pay 100% of the coverage cost.

(b) An eligible employee's working spouse/domestic partner with HMO coverage from the working spouse/domestic partner's employer is not eligible for coverage under The Modesto Bee's health insurance plan.

(c) Under the following circumstances, the working spouse/domestic partner of an employee shall be eligible only for secondary coverage under The Modesto Bee's health insurance plan:

1. The employee has selected coverage including spousal/domestic partner coverage under The Modesto Bee's Aetna Choice Plan, and

2. The working spouse/domestic partner is eligible for and elects coverage under his or her employer provided non-HMO plan. For the purposes of this Section 22.4(c), an employer provided non-HMO plan does not include a plan in which the working spouse/domestic partner must pay 100% of the plan's cost.

(d) Eligibility for spousal coverage will be determined as of January 1 of each plan year in accordance with company policy. Eligibility for domestic partner coverage will be determined as of January 1 of each plan year in accordance with the attached Modesto Bee domestic partner policy.

(e) If any working spouse/domestic partner loses coverage under his/her employer provided plan, that spouse/domestic partner will, if required within 30 days of his or her employer's coverage end date, be eligible for primary coverage under The Modesto Bee's health insurance provided the conditions of section 22.4(a) are met.

23.5 (a) Full-time employees will be eligible for coverage pursuant to this Section 22 the first of the month, following 30 days of employment.

(b) On-call and part time employees will be eligible for coverage in accordance with the Federal Affordable Care Act

23.6 The Company may change or eliminate the medical insurance plan and/or its terms and conditions applicable to employees covered by (c) above. The Company shall contribute each month toward the premium cost of the part-time insurance package on behalf of the part-time bargaining unit employees the same amount which the Publisher contributes each month toward the premium cost of the total insurance package on behalf of non-union part-time employees. The Company may change the amount of its premium contribution on behalf of such part-time bargaining unit employees without bargaining with the Guild so long as any such changes are equally applicable to such non-union part-time employees. The Company's contributions shall at all times be expressed in dollar amounts and not in percentages.

23.7 The cost of providing the insurance set forth in (c) above shall be borne by the Company and the individual employee. The employee shall pay each month the difference between the cost of the insurance package under which the employee is covered and the amount which the Company contributes as set forth above. The employee's service credit shall be determined each plan year.

SECTION 24 NO STRIKE/LOCKOUT

24.1 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, sympathy strike, slowdown, sick-in, cessation of work, withholding services, work stoppages, picketing, interference with operations of the Publisher or sale or distribution of its products directed against the Publisher at any location. Any employee or employees covered by this Agreement engaging in any such activity shall be subject to immediate discharge as said misconduct shall constitute just cause for discharge under this Agreement. In the event of a strike by another bargaining unit against the Publisher, the Guild shall not encourage the honoring of the other union's picket line, and shall advise its members in writing that honoring such picket lines may lead to permanent replacement.

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

- 24.3** A violation of this Section, or a discharge under 23.1 above shall be subject to arbitration provided for in Section 9, provided the authority of the arbitrator for a grievance under this Section 9 is limited to deciding whether the alleged violation of the no-strike provision occurred, and whether a particular employee or employees participated in the violation of the no-strike clause, whether the Guild and which, if any, of its agents participated in the violation of the no-strike clause, and to order any violation to cease and enjoin any further violation, as well as award proper compensation to the aggrieved party.
- 24.4** The only burden of proof under this Section is the "preponderance of the evidence."

SECTION 25 DURATION AND RENEWAL

- 25.1** This Agreement shall commence on the signing date and expires at midnight on **December 31, 2026** and shall inure to the benefit and be binding upon successors and assigns of the Publisher.
- 25.2 (a)** At any time within sixty (60) days immediately prior to the termination of the Agreement, the Publisher or the Guild may initiate negotiations for a new Agreement, to take effect at the expiration of the present Agreement, by submitting a written proposal. The respondent party shall have thirty (30) days in which to submit a counter proposal. If the counterproposal is not submitted within thirty (30) days, the respondent party agrees the current Agreement shall be its counterproposal. The terms and conditions of this Agreement shall remain in effect during such negotiations.

SECTION 26 COMPLETE AGREEMENT

- 26.1** This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements between the Publisher and the Guild and expresses all obligations and restrictions imposed on each of the respective parties during its term.
- 26.2** The Publisher and the Guild, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any matter not specifically covered by the express terms of this Agreement. With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during the course of those negotiations shall not be used to prove that the party making the proposal had in any manner given up any rights granted to him elsewhere in this Agreement.

SECTION 27

GRANT-FUNDED POSITIONS

- 27.1** The Company may hire or transfer employees to fill grant- or community-funded positions. Employees transferred into these positions shall not receive a pay cut as a result.

It is understood that existing, regular-status employees transferred into grant- or community-funded positions will remain covered by all terms of the Collective Bargaining Agreement (“CBA”). At the expiration of funding, a regular-status employee who was transferred into a grant- or community-funded position shall return to a regular-status position at a rate of pay at least equal to what they earned prior to the transfer, or what they earned under the grant funding, whichever is higher.

The Company may also hire full- or part-time temporary employees to fill grant- or community-funded positions in accordance with Section 2 of the CBA. Job purpose, compensation and length of assignment are determined by individual funding agreements. Such employees will be covered by all terms of the CBA, including, but not limited to, just cause protections, healthcare benefits, 401K, expense reimbursements, and parental leave (under the terms of the policy), with the exception of the following: 7.1 (Severance pay - short-term temporary employees, hired for less than six (6) months are ineligible for severance), and 14.4 (Guild Leave). It is understood that this exclusion of Guild Leave, does not include unpaid time taken for contract negotiations.

- 27.2** Upon creation of a grant-funded staff position, the Guild shall be notified of the duration of the funding for said position(s) and shall receive a copy of the funding agreement that includes, but is not limited to, the source of the funding, terms and conditions of the funding and the beat or coverage area for this position. Upon hiring, the new employee shall also receive a copy of the funding agreement.
- 27.3** To the greatest extent practicable, sixty (60) days prior to the scheduled expiration of funding, the Company shall meet with the employee to discuss renewal of the funding. If the funding will not be renewed, the Company shall discuss with the employee any opportunities to move into another newsroom position with the Company for which the employee is qualified. If the employee is qualified for a vacant position that has been approved to fill, and has met performance standards, they shall be given the first opportunity to interview for the position before external candidates.
- 27.4** (a) In the event the Company chooses not to continue/renew the funding agreement, or the funding ends prior to the temporary employee’s expected termination date, the Company may keep them employed under temporary status, until their expected termination date.
- (b) If the circumstances in X.4 (a) result in the termination of the temporary employee, prior to their expected termination date, the temporary employee will be eligible for

severance benefits in accordance with Section 7 of the CBA. The Company shall give as much notice as possible and the Company will not challenge unemployment benefits.

(c) It is understood that short-term temporary employees - employees hired for less than a six (6) month period, are not eligible for severance benefits.

(d) If the temporary employee is not retained following the termination date described in the employee's offer letter, or if the employee decides to leave prior to their expected termination date, the employee will not be eligible for severance benefits.

27.5 It is understood that grant-funded positions can participate in covering other news events, as long as the employee is able to meet the requirements of the funding agreement. Any work outside of the funded beat or area shall be assigned using the same process as other newsroom employees. An employee may request to reject an assignment on the grounds that it interferes with their ability to meet the requirements of the funding agreement, and such requests shall not be unreasonably denied, however, it is understood that the final decision will be made by the Company.

27.6 The Company and the Guild agree on the value of adding grant- or community-funded positions to enhance local coverage. In the event such position is not renewed, after the expiration of funding, the Company at its discretion may attempt to source alternative funding to continue coverage of the impacted beat or area.

In the event the employee leaves the Company prior to the term of the funding, and to the extent the funding agreement allows, the Company may hire another reporter to ensure coverage of the beat or area is continued for the duration of the funding agreement.

**SECTION 28
SAVINGS CLAUSE**

27.1 Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction require a change in any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination and otherwise this Agreement shall continue in full force and effect.

McClatchy Newspapers, Inc.,
Publisher of THE MODESTO BEE

Pacific Media Workers
Guild, Local 39521

By: _____

By: _____

Dated: _____

Dated: _____

SIDE LETTER 1. UPDATED/NEW COMPANY POLICIES

The Company and the Guild reached agreement on the implementation of the following new and/or updated McClatchy corporate-wide policies:

1. Social Media Policy
2. McClatchy Newsroom Ethical Guidelines Policy (see side letter 5)
3. McClatchy Visual Standards Policy (see side letter 5)
4. McClatchy Credit Card Policy (PCI)
5. McClatchy Technology Systems Acceptable Standards of Use

SIDE LETTER 2. Clarification of Policies

The Company and the Guild agree to the following clarifications of the McClatchy Newsroom Ethical Guidelines Policy:

1. Photography of Minors

People can be sensitive to photography of minors even in public places. Use your best judgement when photographing minors at public events, crowds and events where parental permission is implicit. Always talk to parents, or an authority figure if that's not possible, when interviewing younger children, and if possible, for documentary photography. High school-age minors can provide their own consent for interviews.

2. Visual Standards

Generally, images should not be blurred, absent specific concerns regarding taste or confidentiality. On those rare occasions when an image is to be used that has been altered (for example, blurring of faces) the caption must clearly explain the alteration.

3. Ethical Standards – Receipt of Gifts and Freebies

The Parties agree that in connection with the Gifts and Freebies section of McClatchy's Newsroom Ethical Guidelines policy, that an employee's receipt of a gift, sample, item or service valued at \$20 or less shall be deemed de minimis and not a violation of that policy. Additionally, in connection with the reporting and/or photography associated with a restaurant or food provider, the receipt of unsolicited food or beverages shall not be deemed a violation of the policy as long as the food or beverage were not solicited by the employee and there is no quid pro quo associated with the receipt of such food or beverage.

4. Outside Work

The Parties agree that in connection with the Outside Work section of McClatchy's Newsroom Ethical Guidelines policy, that an employee may request permission to use Company computers, cameras and other Company equipment for personal use and, upon permission being granted, any such use shall not be deemed to be a violation of the policy.

5. Social Media

The Parties agree that in connection with the Social Media section of McClatchy's Newsroom Ethical Guidelines policy, that an employee may block or mute overly aggressive accounts or users without preapproval of the employee's editor.