

AGREEMENT

BEWEEN

THE ROCKFORD REGISTER STAR

&

THE FREEPORT JOURNAL STANDARD

And

THE UNITED MEDIA GUILD/ TNG-CWA

October 18, 2018 – September 15, 2020

TABLE OF CONTENTS

Article 1	Management Rights	.....page 3
Article 2	Affirmative Action	.....page 3
Article 3	Jurisdiction	.....page 3
Article 4	Guild Shop	.....page 4
Article 5	Dues Check-off	.....page 4
Article 6	Grievance and Arbitration	.....page 5
Article 7	No Strikes-Boycotts/ No Lockouts	.....page 8
Article 8	Bulletin Boards	.....page 8
Article 9	Non-Discrimination	.....page 9
Article 10	Drug and Alcohol Testing	.....page 9
Article 11	Military Leave	.....page 9
Article 12	Privilege Against Disclosure and Authentication	.....page 10
Article 13	Safety and Health	.....page 11
Article 14	Past Practices	.....page 11
Article 15	Union Access	.....page 11
Article 16	Union Business	.....page 12
Article 17	Employee Integrity	.....page 12
Article 18	General Provisions: Jury Duty, Outside Activity	
	Voting, Surveillance, Smart Phone Usage	.....page 13
Article 19	Frequency of Publication	.....page 14
Article 20	Health Benefits	.....page 14
Article 21	Sick Days	.....page 15
Article 22	Vacation	.....page 15
Article 23	Holidays	.....page 15
Article 24	Part-Time Employees	.....page 16
Article 25	Wages	.....page 17
Article 26	Severance	.....page 17
Article 27	Leaves of Absence	.....page 18
Article 28	Expenses, Equipment, Training	.....page 19
Article 29	Handbooks (Employee/News)	.....page 19
Article 30	Information	.....page 19
Article 31	Hours and Overtime	.....page 20
Article 32	Job Duties	.....page 22
Article 33	Layoffs and Recall	.....page 22
Article 34	Legality/Stability of Agreement	.....page 22
Article 35	Security	.....page 23
Article 36	Transfer and Promotion	.....page 23
Article 37	Miscellaneous	.....page 24
Article 38	Job Descriptions	.....page 24
Article 39	Duration	.....page 26
MOA #1	Safe Driving Program	.....page 27

Article 1 MANAGEMENT RIGHTS

The Union agrees that the Company has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or deleted by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all departments and facilities; the right to direct its work force; to discipline and discharge employees for just and sufficient cause; to determine the size and composition of the work force; to eliminate positions; to determine the operating budget of the business; to install new, changed or improved methods of operations, and to maintain the efficiency of the business.

Article 2 AFFIRMATIVE ACTION

The Employer will not discriminate against any of its employees on the basis of race, sex, age, ethnicity, gender identity, gender expression, religion, color, marital status, national origin, sexual orientation, physical disability or because of Union activity.

Article 3 JURISDICTION

1. The Guild shall be the sole collective bargaining agency for employees in the multimedia journalist I, II, III, news clerk categories.
2. The work of bargaining unit employees shall be work normally performed by employees within the bargaining unit and new or additional work assigned to the unit by the Employer.
3. Managers shall be permitted to perform any work in the newsroom.
4. There will be no restrictions on the company's ability to receive or share content.
5. There shall be no restrictions on hiring part timers or the use of stringers, temporaries and/or independent contractors. It is the spirit of this article and the intent of the employer not to use stringers, temporaries and/or independent contractors to replace bargaining unit positions. Going forward, stringers, temporaries and/or independent contractors shall not perform all the duties of a former bargaining unit employee for more than 90 days.
6. There shall be no restrictions regarding work assignments issued by management unless excluded by specific language in this agreement.
7. The Publisher may at his/her discretion introduce new equipment, processes, procedures and initiatives that may or may not be assigned to employees in the newsroom. However, this agreement shall not be construed as to allow the Employer to assume work already being performed by bargaining unit employees, unless specific efficiencies are tied to such introduction.

Article 4 GUILD SHOP

1. The Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.
2. There shall be no interference or attempt to interfere with the operations of the Guild.

Article 5 DUES CHECKOFF

1. Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the weekly earnings of such employee and pay to the Guild not later the 10th day of the month following the month in which payment is made an amount equal to the Guild's initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.
2. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT

And

AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To:

I hereby assign to the United Media Guild-CWA, and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the United Media Guild-CWA not later than the 10th day of each month.

The assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days or not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs

sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's Signature

Date

Article 6 GRIEVANCE AND ARBITRATION PROCEDURE

1. For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions thereof as to events or incidents arising only at the Publisher. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

2 A grievance may be filed by an employee, the Union, and/or the Publisher. If the Union files the grievance, the adversely affected employee(s) shall be identified.

3. Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

4. A grievance as defined in Section 1, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of this Grievance Procedure within seven (7) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee or the Publisher first became aware, or should have become aware, of the circumstances giving rise to the grievance:

Step One: Any employee covered by this Agreement, and the appropriate Union Steward shall present his or her grievance to the employee's designated immediate supervisor. However, if the matter to be considered in the grievance involves an alleged violation by that supervisor, then the Union shall inform the supervisor of this fact and the meeting will finish. The Publisher agrees to reschedule the meeting within three (3) business days of the original meeting whereupon a different representative of the Publisher will be present. All future steps in the Grievance Process shall commence from the day of this (later) meeting. To be timely and properly filed, a grievance must be presented in writing to the designated immediate supervisor within seven (7) days after the occurrence of the facts or circumstances constituting the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and

shall identify the Article(s) and Section(s) of the Agreement at issue, and shall be on the grievance form, a copy of which is attached to this Agreement. The supervisor will hold a meeting within ten (10) days after receiving the grievance consisting of the shop steward and/or the affected employee. The supervisor shall give a written response to the Steward within ten (10) days after the meeting was held. Provided, however, that failure to provide such response within ten (10) days shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step.

Step Two: If the grievance is not resolved at Step One, the grievance shall be presented by the Union Representative to the Publisher within seven (7) days after the supervisor's response or failure to so provide. Within ten (10) days of receiving the Step Two grievance the Publisher may conduct a meeting which may be attended by the Union Representative, the Steward and the affected employee. Within ten (10) days after the meeting is held or after the Step Two grievance was received if no meeting is held, the Publisher shall notify the designated Union official of its decision in writing. Provided, however, that failure to provide such response within ten (10) days shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step.

Grievance meetings will be held at a time so as to not interfere with the operations and/or work load of the employee, the union representative or the Publisher. The Union shall be limited to having two members (who shall be employees of the Publisher) in any grievance meeting, one of which shall be the affected employee. In the event that grievance meetings are held during the scheduled work hours of the employee and/or the union representative then the employee and/or union representative shall not be paid for the duration of the meeting. The employee and the union representative shall be given the option to extend their shift, on the day of the grievance meeting only, by a period of time that equals the duration of the grievance meeting. In the event that the employee and/or union representative cannot extend their work shift on the day of the grievance meeting then the time spent at the grievance meeting shall go unpaid.

Step Three: If grievance is not resolved at Step Two, the Union or the Publisher wishing to take the grievance to arbitration may request mediation in writing from the Illinois office of the Federal Mediation and Conciliation Service within seven (7) days of the Publisher's decision. Mediation under this section is not required before arbitration unless requested in writing by one party. The request for mediation must be served in writing by the party requesting it simultaneously on the Federal Mediation and Conciliation Service ("FMCS") and the other party within this time period as a condition for processing the grievance up to and including arbitration. The mediation must be scheduled at a time and location mutually agreeable to the parties.

Step Four: If the grievance is not resolved at mediation, the Union or the Publisher shall, if at all, within seven (7) days after mediation, file the grievance for binding arbitration with and pursuant to the rules of the American Arbitration Association with a copy of such demand simultaneously provided to the other party. The jurisdiction of the arbitrator shall not exceed those subjects identified herein at Article 3 in the original Step One grievance document.

5. (a.) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the Step One grievance document to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration. The Arbitrator may not issue any award which provides any monetary remedy which includes any time before thirty (30) days before the grievance was filed.

(b.) Should the Union want employees to be witnesses at any arbitration hearing, the Union will be responsible for any lost pay incurred by the employee. The Publisher may stagger the release of employees so as to not interfere with operations.

(c.) No steward or grievant will be paid for time spent preparing for or attending any arbitration hearing. The Steward or employee will be granted reasonable time off without pay to attend such a hearing with as much advance notice of the meeting or hearing as is reasonably possible.

(d.) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.

(e.) The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing.

(f.) To avoid the pursuit of needless arbitrations, the cost of the arbitration, which shall be limited to include the fees and expenses of the Arbitrator, shall be borne by the losing party which the Arbitrator shall designate in his or her decision. The Arbitrator shall have the discretion to order the parties to divide, in the proportions he or she sees fit, the costs of the arbitration (which shall be limited to the fees and expenses of the Arbitrator) if there is no clear winner.

(g.) It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members or employees covered by this Agreement engage in any action in violation of Article 7 - No Strike, the Publisher shall not be required or in any way be obligated to comply with this Article 6 until such time as the unlawful actions cease.

(h.) Grievances of the same nature involving multiple employees will be consolidated and considered as one grievance. Conversely, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance.

(i.) It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the parties agree otherwise in writing.

6. Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it.

Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties in particular situations.

7. Terminated employees disputing the grounds of their termination will be required to file their grievances in the initial instance at Step Two.

8. A grievance initiated by the Publisher shall be discussed with the designated Union Representative and may thereafter be submitted to mediation by the Publisher within seven (7) days. The demand for arbitration shall be in writing and a copy sent to the Union.

9. For purposes of computing time under any of the provisions of this Article, "days" shall mean calendar days, including weekend days and holidays.

Article 7 NO STRIKES-BOYCOTTS/NO LOCKOUTS

1. Upon written execution of, and during the life of this Agreement, or any written extension thereof, there shall be no strikes (including sympathy strikes), picketing or boycotts against the Publisher, including, but not limited to, picketing the residence and/or offices of any supervisor, board member, or employee of the Publisher.

2. The Union, upon reasonable knowledge of any employee actions in violation of this Article, shall take prompt and reasonable action to attempt to prevent or stop such actions.

3. The Publisher will not lockout employees during the term of the Agreement.

Article 8 BULLETIN BOARDS

1. The Publisher shall install and maintain one (1) bulletin board in the newsroom. The Publisher and the Union shall jointly determine the location, size, and type of the bulletin board. Only a Guild Officer is permitted to place Notices on the bulletin board. The bulletin board remains the property of the Publisher.

2. The Union will not post, permit the posting of, or condone the posting of material which is related to the Publisher, including, but not limited to its corporate Parent, its Board of Directors and any other affiliate or related entity of the Publisher.

3. The bulletin board will be the exclusive location for any and all Union notices authorized by this Article.

4. No Union notices of any kind shall be posted or distributed anywhere at the Publisher's facility besides the bulletin boards as authorized in this Article.

Article 9 NON-DISCRIMINATION

The Employer will not discriminate against any of its employees on the basis of race, sex, age, ethnicity, gender identity, gender expression, religion, color, marital status, national origin, sexual orientation, physical disability or because of Union activity.

Article 10 DRUG AND ALCOHOL TESTING

1. In the event that the Publisher has a reasonable suspicion that an employee is under the influence of drugs and/or alcohol, while at work, the Publisher has the right to take the employee for drug and/or alcohol testing. Reasonable suspicion will be confirmed by two representatives of the Publisher when management work schedules permit.
2. In the event that an employee is involved in an accident while on Publisher time, the Publisher shall have the ability to take said employee for drug and/or alcohol testing.
3. The Publisher agrees that drug and/or alcohol testing will not be done on a random basis.

Article 11 MILITARY LEAVE

1. An employee who has left or leaves the employment of the Employer to enter any kind of military service of the U.S. government or of any state, territory or federal district of the United States or service with any organization which is in lieu of such service, shall be considered an employee on leave of absence, such absence not to exceed five (5) years, and on release from such service, unless dishonorably discharged therefrom, shall resume the same position or a comparable one with a salary no less than what the employee would have received if employment with the Employer had been continuous.
2. Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer.
3. An employee leaving for such service shall, upon request, receive their accrued vacation pay.
4. If an employee, upon return from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment with reasonable accommodation, the Employer shall make all efforts to place the employee in other acceptable employment with the Employer. If such other employment is not found, the employee shall receive severance pay.

5. Application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation center to place of employment.
6. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to the promoted employee's previous position and at a salary no less than what the employee would have received if service in the former classification had been continuous. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which the employee was promoted. In the event of a subsequent re-promotion to the same classification, the employee shall receive full experience credit in such new classification.
7. An employee hired or promoted as replacement for an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which position is being replaced, and a copy of such notice shall be sent to the Guild.
8. A leave of absence without pay shall be granted to an employee for training service, or call to duty for emergency service in connection with conditions caused by natural phenomena or human acts, including by way of example but not limited to storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marines, Air Force or Coast Guard Reserve. All of the above provisions, excepting Sections 3 and 5, shall apply to all such service herein. Resumption of work after such service shall be made within a reasonable time, including consideration for necessary travel time.

Article 12 PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

1. Except as otherwise provided below, no employee shall be requested to give up custody of notes, records, or documents, or disclose knowledge or information concerning same to any party except the Employer and/or its representatives.
2. The Employer and/or its representative shall not publicly disclose the identity of any employee's source of information without obtaining the employee's consent, which consent shall not be unreasonably withheld.
3. The Employer shall notify the employee concerned of any demand on the Employer for surrender, disclosure or authentication of facts or other information gathered by employee within the scope of her/his employment as part of the newsgathering process.
4. Except pursuant to a court order, the Employer and his representatives shall not release to third persons an employee's unpublished notes, records or documents, nor shall Employer release any other unpublished information gathered by employee within the scope of her/his employment as part of the newsgathering process.
5. The Employer agrees that in the event an employee is the subject of a subpoena, or is named as defendant in a legal action arising from the employee's role in the preparation of a

published news story or from the employee's refusal to authenticate or disclose the source of a news account, counsel will be provided by the Employer for the employee's defense. The Employer also agrees to indemnify the employee against damages, loss of salary, benefits and any other expenses incidental to a defense of the subpoena or the action. The foregoing provision shall also apply should an employee be called before a grand jury legislative investigative panel, or other duly constituted legal commission or authority as a result of a published news story or the employee's refusal to authenticate or disclose a source. However, provision of counsel by Employer and/or the obligation to indemnify employee shall be optional with the Employer where the issue is the employee's refusal to comply with an outstanding court order for the identification of a source, the production of documents or the appearance before a court or tribunal to give testimony concerning any aspect of the newsgathering process.

The foregoing provisions shall not apply when the action against the employee is the result of the employee's reckless conduct or disregard of instructions or of Employer's established policies.

6. The Employer's obligation as specified in Section 5 shall cease at the point at which the employee refuses to follow the advice of counsel provided by the Employer and/or elects to proceed on a course of action that is different than that recommended by counsel provided by the Employer.

7. Any discharge or other disciplinary action based upon this article shall be subject to the grievance and arbitration provisions of Article 6 of this agreement in accordance with the terms of Article 6.

Article 13 SAFETY AND HEALTH

1. The Employer shall continue his policy of providing a safe workplace. The Employer shall comply with all applicable laws, standards and regulations.

2. Employees will adhere to the Rockford Register Star's Driving Program.

3. Employees will adhere to the Company's policy regarding the safe performance of their work as well as injury and/or incident reporting requirements.

Article 14 PAST PRACTICES

The Publisher shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Publisher which is not included in this Agreement shall not be considered agreed to.

Article 15 UNION ACCESS

Non-Employee Union representatives are prohibited from access to company property without specific permission from management. Once permission is granted, non-employee Union

representatives will arrive at the main entrance and be escorted to designated meeting areas by a member of management. Non-Employee Union representatives are not to engage with union members while on company property except in areas as designated by management. Such meetings will be while employees are off the clock. Non-Employee Union representatives will not interfere in the operation of the Publishers work.

Article 16 UNION BUSINESS

1. The Union may designate up to three (3), including Freeport, members of the bargaining unit to serve as the shop stewards. The unit chair and vice chair may also serve as stewards.
2. Non-employees may not serve as shop stewards.
3. The appropriate shop steward may be present to discuss a grievance submitted to the Publisher at a grievance meeting held pursuant to the grievance procedure set forth in this Agreement. The appropriate shop steward may be present at an investigatory meeting conducted by the Publisher which could result in the discipline or discharge of an employee, provided that such employee has requested shop steward representation and the shop steward is available.
4. The Union will advise the Publisher, in writing, of the names of the shop stewards. The Union will also notify the Publisher, in writing, of any change in shop stewards. The Publisher shall not be required to recognize any employee as a shop steward, unless the Union has informed the Publisher, in writing, of the employee's name and designation as a shop steward. This Section shall not apply when designated shop stewards are off on vacation, illness, or on Publisher or Union business away from the site, whereupon only verbal notification will be necessary to indicate the affected steward's replacement.
5. A shop steward, including unit chair and vice chair, shall not be compensated by the Publisher while performing duties on behalf of the Union and shall perform such duties only during time when he or she is not scheduled to work for the Publisher, is on an unpaid break or during other non-working time.

Article 17 EMPLOYEE INTEGRITY

1. If the editing of an employee's story results in substantive changes, the employee may request a meeting with management to discuss the matter before publication, if possible. The employee may withhold their byline if they so choose. Once a byline is withheld, it can only be restored with management's approval. Employees will not engage in byline strikes.
2. Journalist will not be required to produce advertorial materials.
3. No correction or retraction shall be printed without prior consultation with the employee concerned whenever possible.

4. An employee whose work or person is mentioned in a letter to the editor or company controlled social media outlets and/or websites shall be informed of such whenever possible.

Article 18 GENERAL PROVISIONS

JURY DUTY:

1. Eligible full-time employees may request up to ten (10) days of paid jury duty leave over any twelve (12) month period. Part-time and temporary employees are not eligible for paid jury duty leave.
2. Jury duty pay will be calculated based on your base pay rate times the number of hours you would otherwise have worked on the day of absence. Any court compensation checks you receive for your paid jury duty should be retained by you and do not need to be signed over to the Company.
3. If you are required to serve jury duty beyond the period of paid jury duty leave, you may use any available paid time off (for example, paid vacation benefits) or may request an unpaid jury duty leave of absence.
4. You must show your Supervisor your jury duty notice or summons as soon as possible so that your Supervisor may make arrangements during your absence.
5. If dismissed after reporting for either the morning or afternoon court session, you are expected to return to your regular job, unless travel time or distance makes this impractical.
6. After you have completed your jury duty, you must furnish your Supervisor with evidence of having served on a jury for the time claimed.
7. Either GateHouse Media or you may request an excuse from jury duty if, in GateHouse Media's judgment, your absence would create serious operational difficulties.
8. GateHouse Media will continue to provide benefits for the full term of the jury duty absence up to three (3) months. You will be responsible for the contributions that are normally deducted from payroll during the jury duty leave. Paid vacation and sick/personal leave, will continue to accrue during paid and unpaid jury duty leave. Observed Company paid holidays will be paid while on jury duty.

OUTSIDE ACTIVITY:

Employees shall be free to engage in activities outside of work hours. However, if the activity involves performing services which in any way resembles work the Publisher is engaged in, employees must first secure permission of the executive editor to insure a conflict of interest does not exist. Such activities might include, but are not limited to, services for print or digital publications, radio, TV, social media, or public relations. The decision of the executive editor is not open to the grievance procedure.

VOTING TIME

Voting time shall be handled according to the provisions of the GateHouse Media Employee Handbook as it may be amended from time to time.

SURVEILLANCE

The Company has the right to engage in off property surveillance activities only when investigating worker's compensation issues, and/or suspected violations of the company's driving policy.

No employee on company premises will be subject to search of his/her person without just and sufficient cause. If such a situation presents itself, local authorities will be contacted to conduct the search.

SMART PHONE USAGE

Employees will use their personal smart phones, aside from personal business, to support the company's video and multimedia initiatives.

Management will assign video projects as well as monthly video goals. Employees will be paid \$50 per month to offset the expense of their smart phone usage.

Management will decide which employees are eligible to participate.

ROCKFORD REGISTER STAR SAFE DRIVING PROGRAM

See MOA #1

Article 19 FREQUENCY OF PUBLICATIONS

The Publisher retains the sole right to determine the frequency of the publication of his products. The Publisher shall provide 45 days written notice to the Union of his intent to reduce the frequency of the print and/or digital publications that he produces. Reducing frequency is interpreted to mean that there may be certain days of the week where the Publisher does not produce a print and/or digital publication. Any reductions in force will be subject to the provisions of the layoff provisions of this agreement.

Article 20 HEALTH BENEFITS

1. Health Insurance. Health insurance premiums and plan design including but not limited to benefit levels, co-payments, co-insurance, out of pocket maximums and deductibles for Guild employees in calendar year 2018 shall remain at 2017 levels. Health insurance premiums for calendar year 2019 shall remain at 2017 levels, but plan design including benefit levels, co-payments, co-insurance, out of pocket maximums and deductibles shall be equivalent to those offered to non-union employees of the Journal-Register for 2019.

2. Other Benefits. The Publisher will make available life insurance, short-term disability, and long-term disability benefits on the same basis as those benefits are provided to non-union employees, provided that such benefits in effect as of the date of ratification will not change during the term of this Agreement.

Article 21 SICK DAYS

The Company will provide five (5) sick days annually on an earn/use basis with no carry over. This amount will be prorated for employment of less than a complete year. Unused time will not be paid out at termination.

If the new Agreement is signed by the Union on or before October 31, 2018 members will receive one (1) additional sick day to be used by December 31, 2018 and one (1) additional sick day to be used by February 28, 2019. Thereafter each January 1st they will earn and accrue five (5) sick days during the calendar year.

Article 22 VACATIONS

The current vacation policy will continue as described in the Employee Handbook. (Revised October 2018):

Regular full-time employees are eligible to earn and use paid vacation time in accordance with the following schedule based on eligible length of service:

Years 1 through 4	10 days of vacation per calendar year
Years 5 through 9	15 days of vacation per calendar year
Years 10 and beyond	20 days of vacation per calendar year

Article 23 HOLIDAYS / FLOATING HOLIDAYS:

1. The following six holidays will be observed by the Company:

New Year's Day
 Memorial Day
 July 4th
 Labor Day
 Thanksgiving
 Christmas

An employee may choose for religious reasons to substitute another day for Christmas, provided the request was made with at least one month advance notice.

The current Rockford Register Star policy for holiday pay will continue which includes the requirement of working the scheduled day before and the scheduled day after the holiday. Paid time off will also count towards fulfillment of this requirement. Rockford Register Star employees working the holiday will receive double-time pay for all hours worked.

2. 401K retirement plans will be provided on the same basis as is provided to non-union employees. The Company may make changes as long as changes apply equally to both union and non-union employees. The Union waives its right to negotiate any such changes as long as the changes apply equally to both union and non-union employees of the Company.

3. The Company will provide five (5) personal days annually on an earn/use basis with no carry over. The amount will be prorated for employment of less than a complete year. Unused time will not be paid out at termination.

4. The Company will provide two (2) floating holidays annually on an earn/use basis with no carry over. This amount will be prorated for employment of less than a complete year. Unused time will not be paid out at termination. This time off like vacation time off must be requested in advance and approved by management.

Article 24 PART-TIME EMPLOYEES

1. Part-time employees, are employees who are scheduled to work less than 35 hours per week.

2. Vacation and sick pay. Part-time employees receive no vacation or sick pay or other benefits unless specifically identified.

3. Holiday, Jury Duty and Bereavement Pay. Part-time employee will receive holiday pay, jury duty pay, and bereavement leave if they are regularly scheduled to work on those specific days.

Part-time employees who work on a holiday will be paid at time and one half.

4. 40K Eligibility. Part-time employees are eligible to participate in the 401K plan in accordance with the terms of the plan.

5. Severance. Part-time employees will be eligible for severance in the event of termination of their employment on the same terms as full-time employees except that severance shall be a fixed amount based on years of service, as follows:

Less than one year - \$200

1-5 years of service - \$500

6-10 years of service - \$800

10+ years of service - \$1,200

Article 25 WAGES

1. The Company will provide the following wage increases to all eligible bargaining unit employees:

- September 1, 2018 --- 1.00 %
- October 1, 2019 --- 1.75%

2. Should the Publisher offer a bonus based on Company performance to non-union hourly employees it will meet with the Union to discuss their potential participation.

3.	Minimum rates for Rockford:	Minimum rates for Freeport:
	MMJ I \$14.00 per hour	MMJ I \$12.50 per hour
	MMJ II \$16.00 per hour	MMJ II \$14.50 per hour
	MMJ III \$18.00 per hour	MMJ III \$16.50 per hour
	Copy Assistant \$8.25 per hour	Copy Assistant \$8.25 per hour

The Company may pay new hires above the minimum rates.

4. Nothing in this agreement shall prohibit the Publisher from issuing merit raises on an individual basis.

5. The Company will provide a one-time signing bonus of \$500 for Rockford / Freeport employees represented by this Agreement within two weeks of ratification of the Agreement.

Article 26 SEVERANCE

All employees who have completed at least 90 days of employment, who are involuntarily terminated as a result of layoffs are eligible to receive severance pay. Severance, when applicable, will be one week of regular pay for each completed year of service or major portion thereof up to a maximum of 15 weeks. Eligible employees will be paid for all unused and accrued vacation. Employees who receive severance payments under any section of the Agreement shall be required to sign a standard release of all claims against the Employer and the Union. The release of claims document shall be negotiated by the Employer and the Union.

Article 27 LEAVES OF ABSENCE

1. The Employer may grant employees leaves of absence for good and sufficient cause. The employee should submit a request in writing as soon as they become aware that they may need a leave of absence. The Employer will consider the request in accordance with applicable law and the Company's leave policies, and will notify the employee within five business days if the leave request is granted or denied. The Employers decision shall be final, and shall not be subject to the grievance or arbitration process.

(a) Maternity leave shall be handled according to the provisions of the current GateHouse policy for Rockford register Star employees. An employee returning from Maternity leave shall be reinstated into the specific reporting position that she held prior to going on leave, at the salary she would have received had her employment with the Employer been continuous and will earn full credit toward severance pay accrual, experience rating, and other length of service benefits, subject to the following provisions:

- i. This language applies to reporters only, and does not apply to any other employees; and
- ii. Staffing levels have remained unchanged during the term of the Maternity leave; and/or
- iii. Specified reporting responsibilities, for all other staff members have not been changed, during the period of absence other than to accommodate for the maternity leave; and /or
- iv. The employee has no disciplinary documentation in their personnel file that has been placed in there within twelve (12) months from the date the Maternity leave commenced.

Note - It is the intent of both parties that a person returning from Maternity leave will not be denied the specific reporting position that she held when maternity leave commenced. However, both parties also understand the changing landscape of today's newsrooms and have therefore agreed to the above provisions.

(b) Paternity leave shall be handled according to the provisions of FMLA. An employee returning from leave shall be reinstated in his job at the salary he would have received had his employment with the Employer been continuous. An employee returning from leave, shall be reinstated in his job with full credit toward severance pay accrual, experience rating, and other length of service benefits.

(c) The provisions of this Section 3 apply equally to natural and adoptive parents.

2. An employee, with employer approval, may be granted leave for family emergencies.

3. Bereavement leave shall be granted according to the provisions of the GateHouse Media Employee Handbook, with the additional provision that once such leave is approved, the Employer cannot request the employee cut such leave short, except with consent of the employee

and agreement that the employee may resume any unused time upon completion of the work that necessitated the request by the Employer.

4. Time spent on leaves provided for in this Article, so long as such time does not exceed FMLA allowances, shall be considered service time with the Employer in computing severance pay, experience rating, length of vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.

Article 28 EXPENSES, EQUIPMENT, TRAINING

1. Mileage Rate will be on the same basis as non-union employees' cents per mile.
2. The parties agree that no employee should have to purchase their equipment. Therefore, all necessary working equipment, as determined by management, shall be paid for by the publisher.
3. Guild members will participate in and complete annual training on Newsroom Ethics, Code of Conduct and Sexual Harassment and will acknowledge receipt of the 2018 employee handbook. In addition the Company agrees to adhere to all laws governing employees' Section 7 rights.
4. The current policy dealing with employee education reimbursements will continue.

Article 29 HANDBOOKS (EMPLOYEE/NEWS)

1. GateHouse Employee Handbook.
Employees will adhere to the 2018 GateHouse Employee Handbook. Should there be any substantive changes to this handbook, the Union may request to negotiate such changes within 90 days of the introduction or implementation of the new policy or process. The company will advise the Union of any new handbook revisions or editions.
2. News Room Handbook.
Employees will adhere to the Newsroom Handbook which may be changed from time to time. The Union waives its right to negotiate any such changes.
3. If conflict arises between either handbook and the contract, the contract will be controlling.

Article 30 INFORMATION

1. The Employer shall supply the Guild, no more than once per year upon written request, a list containing the following information for all employees covered by the agreement on the payroll:

- a. Name, address, sex and date of birth.
 - b. Date of hire.
 - c. Classification.
 - d. Original date of hire with GateHouse Media in the event that an employee transferred directly (without any break in service) from another GateHouse Media property and the employee has expressly made the Employer aware of this fact.
 - e. Salary
 - f. Average hours worked weekly by part-time employees for the last 6month period.
2. The Employer shall notify the Guild quarterly in writing of:
- a. All merit increases granted by, name of the employee, individual amount, resulting salary, and effective date.
 - b. Step-up increases paid by, name of employee, individual amount, resulting new salary and effective date.
 - c. Changes in classification, any salary changes by reasons thereof, and effective date.
 - d. Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.
3. Within one (1) week after a newly hired employee completes the 90 day probationary period, the Employer shall furnish the Guild, in writing, the data specified in Section 1 for each new employee. By mutual agreement the parties can agree to extend the probationary period.
4. The Employer shall furnish to the employee a copy of any criticism, simultaneously with its transmission to Human Resources for inclusion in the employee's personnel file. The employee shall be allowed to place in such a file a response to anything contained therein which such employee deems to be adverse. Any such response shall be written on an employee's own time and not done on employer time. An employee shall have the right to review the employee's personnel file after making an appointment with Human Resources and upon request the employee shall be provided copies of all materials in the employee's file.

Article 31 HOURS and OVERTIME

1. The work week shall be no more than five days totaling 37.5 hours in Rockford and 40 hours in Freeport. It is expected that Rockford employees will manage their time to work 7.5 hours per day and Freeport employees will manage their time to work 8 hours per day, unless otherwise directed or approved by management.
2. Overtime will be paid for all worked hours over forty (40) in a work week.
3. Changes to an employee's regular working hours shall be made with one week's advance notice to the employee. A shorter notice period can be given if mutually agreed between the Employer and employee.

4. Any employee called back to work after his or her working shift shall be paid for time worked plus one hour at the overtime rate, if applicable. The parties understand this to mean that subsequent work days will not be shortened within that pay period to evade the overtime provisions of this agreement.
5. Any employee informed that he/she is considered "on call") meaning that they must be available for work) during their time off shall receive a stipend of \$50 if the time is pre or post shift, on a regularly scheduled day, and \$100 if the time is on a day off. The stipend will be paid simply for being available for duty (therefore limiting what one can and cannot do, as well as where one may and may not go on one's own time) and will be paid regardless of whether or not the employee performed any work. This will not apply to routine calls that emerge during the editing process.
6. The Publisher retains its right to schedule employees' days off to be either consecutive or non-consecutive. In the event that the Publisher institutes non-consecutive days off, he shall first seek volunteers and assign those work days to such people who have volunteered. In the event that there are insufficient volunteers for such non-consecutive days off then the Publisher may assign such shifts in any way he sees fit. The parties agree that this provision will typically be applied when implementing the weekend rotation, dealing with breaking news, vacation coverage, unplanned absences, or other unforeseen circumstances and that it will not be applied in a capricious manner.
7. An employee required to work on his/her day off shall be paid at the overtime rate for each hour worked with a minimum of four (4) hours of pay (at the overtime rate).
8. Any employee called back in to their physical place of work after his/her regular working shift shall be paid for the time traveled to and from work, with a maximum of one (1) hour's pay, in addition to the time worked, all at the overtime rate.
9. A twenty dollar (\$20) daily wage differential will be paid under the following circumstances:
 - (a.) Days when management requires employees to report to work with less than twelve (12) hours between shifts.
 - (b.) For any assigned times for covering managers on vacation or approved leaves.
10. No one will be required to work a split shift unless a department emergency exists as defined by management. Anyone who is required to work a split shift will be paid a twenty dollar (\$20) differential for the day. Anyone who requests to work a split shift or schedules their day as such will not be paid the differential.

Article 32 JOB DUTIES

The Guild agrees to the employer's job descriptions as presented on 10-28-15 (see Article 38) with the understanding that numbers related to content production are meant as guidelines as are the duties described in the job descriptions. The employer agrees that these guidelines will be evenly applied and that extenuating circumstances (such as working on long-range projects, investigative journalism, etc...) will be taken into account. Employees who, even with "extenuating circumstances" considered, and who perform / produce significantly below their peers will be coached and may be disciplined to improve their performance / production so they are at a level approximately equal to their peers.

Article 33 LAYOFFS and RECALL

1. In a layoff situation, the company may exempt up to 20 percent of the bargaining unit from any layoff consideration. These exemptions will be in force for no less than one year. In the event that the percentage calculated is not a whole number; the company may round up, (example 1.7 =2, 1.1 = 2). The remaining 80 percent will be selected MMJ 1s first, in inverse order of seniority, then MMJ 2s in inverse order of seniority, then MMJ 3s in inverse order of seniority. These provisions do not apply to voluntary layoffs.

2. Employees who are laid off will retain recall rights for 12 months and will be recalled to work before any new hires are added during that period. Employees who have been laid off for more than 12 months may apply for open positions along with other outside candidates.

Article 34 LEGALITY / STABILITY OF AGREEMENT

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

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

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

Article 35 SECURITY

1. There shall be no dismissal except for just and sufficient cause. The employee shall be notified in writing of the reason for his/her dismissal.

2. Management will provide fair treatment to all employees and provide coaching that is prompt, fair and impartial. The major purpose of any corrective action is to re-establish performance expectations, correct the problem, prevent recurrence and prepare the employee for sustained and satisfactory performance in the immediate future. In the event that disciplinary action is deemed necessary, it shall generally be applied in the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay or a final written warning
- d. Termination of employment

When an employee completes 24 months with no further incident, previous disciplinary action will have no force and effect. For any step prior to termination, management may utilize any of the disciplinary steps more than once. Progressive discipline is not required in cases of theft, deliberate damage of company property, gross insubordination, serious misconduct, physical violence, and other similar offenses.

Article 36 TRANSFERS and PROMOTIONS

1. No employee shall be transferred by the Employer fifty (50) miles or more, to a subsidiary, related or parent company of the Employer, without the employee's consent and payment of all transportation and other moving expenses of the employee and family. There shall be no reduction in salary as a result of any transfer. An employee shall not be penalized for refusing to accept a transfer.

2. No employee shall be transferred by the Employer fifty (50) miles or more, to another position, job classification, district or territory without the employee's consent. There shall be no reduction in salary or impairment of benefits or increase in working hours as a result of any transfer, nor shall an employee be penalized for refusing to accept such a transfer.

3. The Employer and the Union acknowledge that the Rockford and Freeport publications have some separate traditions in regard to working conditions, which have been codified. The parties agree that the Employer will not be permitted to undermine the wages and labor standards at the Rockford paper through new hires at the Freeport paper.

4. No employee shall in any way be penalized for refusing to accept a promotion.

5. For layoff purposes the parties will adhere to the Layoff and Recall language.

Article 37 MISCELLANEOUS

1. The parties agree to requiring the additional weekend days (from 12 - 16) to be worked by six members in a weekend rotation. However, the Employer must agree as all newly hired journalist come on board that they are inserted into and share equally in the weekend rotation to reduce the number of required weekend days Guild members must work.
2. The Company agrees that Matt Trowbridge's position will be part of the bargaining unit. If his or another member's duties change significantly the parties agree to discuss the matter and determine if the employee should remain as part of the bargaining unit.

Article 38 JOB DESCRIPTIONS

Multimedia Journalist I

A Multimedia Journalist I typically has less than five years of full-time newsroom experience. A primary focus of the MMJ I is professional development - building the habits of mind and jobs skills required to succeed in 21st century journalism. A positive attitude and ability to use constructive criticism are keys to the MMJ I's success. The MMJ I can concentrate either on visual journalism, i.e., photography and videography, or content generation, i.e., writing and reporting, or digital production, i.e., editing and curation of digital content. The stock-in-trade of the MMJ I is general assignment reporting/visuals, sometimes coupled with a part-time beat, plus occasional multiplatform project work. An MMJ I involved in digital production will work closely with a manager to assure timely, accurate publication of content. The MMJ I will be challenged regularly by new or unfamiliar experiences. Key to the MMJ I's success is productivity, which breeds proficiency. A content-focused MMJ I is expected to be a sound reporter and writer and a reliable photographer and videographer, producing typically at least seven stories a week (as determined by management) with accompanying multimedia components. A visually oriented MMJ I possesses solid skills as a still photographer and videographer and must be capable of reporting and writing spot news stories. An MMJ I assigned to digital production possesses strong written and oral communications skills and the ability to learn skills needed to build digital content. All MMJ I's are expected to possess the ability to break news using our digital platforms and to master the skills needed to be strong digital operators.

Multimedia Journalist II

A Multimedia Journalist II typically has at least five years of full-time newsroom experience. The MMJ II can be focused either on visual journalism, i.e., photography and videography, content generation, i.e., writing and reporting, or digital production, i.e., editing and curation of content. A content-focused MMJ II is expected to be a strong reporter and writer and a reliable photographer and videographer. A visually oriented MMJ II possesses strong skills as a still photographer and videographer and must be capable of reporting and writing spot news stories. The stock-in-trade of the MMJ IIs beat reporting, and the MMJ II is expected to develop expertise in his or her area of specialization, e.g., government, health or public safety. The MMJ

II is a regular contributor of midrange, in-depth enterprise and is expected to contribute a quarterly, multiplatform enterprise package suitable for Sunday publication. The visually oriented MMJ II participates regularly in the story development process, suggesting visual elements to complement coverage. The digitally focused MMJ II is expected to be a strong editor and writer, and to be able to craft engaging SEO headlines for the web and arresting headlines for print. The MMJ II regularly considers and executes multimedia layers, including video, interactive graphics/maps and databases. All MMJ II's are expected to possess the ability to break news using our digital platforms and to master the skills needed to be strong digital operators. The MMJ II is expected to be results oriented, needs little direction, develops his or her own story ideas, and is self-motivated and highly productive, typically producing five to seven stories a week with accompanying multimedia elements.

Multimedia Journalist III

A Multimedia Journalist III typically has eight-plus years of full-time newsroom experience. The MMJ III can be focused either on visual journalism, i.e., photography and videography, or content generation, i.e., writing and reporting, or digital production, i.e., editing and curation of content. A content-focused MMJ III is expected to be a superior reporter and storyteller and a reliable photographer and videographer. A visually oriented MMJ III possesses superior skills as a still photographer and videographer and must be capable of reporting and writing spot news stories. A digitally focused MMJ III excels at word editing, has mastered all social media platforms, is capable of working independently, and is able to identify and solve problems without supervision. The stock-in-trade of the MMJ III is enterprising coverage of a beat, and the MMJ III is expected to be recognized in the community as an expert in his or her area of specialization, e.g., government, health or public safety. The MMJ III is a regular contributor of midrange, in-depth enterprise and is expected to produce a monthly, multiplatform enterprise package suitable for Sunday publication. The visually oriented MMJ III participates regularly in the story development process, suggesting visual elements to complement coverage. The digitally focused MMJ III suggests digital elements to complement news coverage. The MMJ III regularly considers and executes multimedia layers, including video, interactive graphics/maps and databases. All MMJ III's are expected to possess the ability to break news using our digital platforms and to master the skills needed to be strong digital operators. The MMJ III possesses strong time-management skills. He or she must be results oriented. The MMJ III requires no hand-holding and is self-motivated and usually self-directed, develops his or her own story ideas, and is highly productive, capable of producing at least five to seven daily stories each week with accompanying multimedia elements (these stories typically include at least one piece of midrange, i.e., 15-inch, enterprise), while working on longer-range Sunday and project enterprise. The MMJ III also provides editing support in the absence of team leaders. The MMJ III is positioned to enter management if he or she is interested in that career track.

Article 39 DURATION

1. This contract will commence on (date of ratification) and remain in full force and effect until midnight on September 15, 2020.
2. The Agreement shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Publisher or the Union shall give to the other written notice by registered mail of its desire to modify or terminate this Agreement at least sixty (60) days prior to its expiration date. During negotiations the contract shall remain in full force unless either party serves notice (of at least 60 days) of its intent to formally terminate the contract.
3. Effective on or about July 8, 2019, the parties will commence negotiations only on the subjects of wage increases and the sharing of health insurance premiums for the period January 1, 2020 through December 31, 2020 ("Reopener Period"). The Guild agrees, on a non-precedential basis, to waive its right to bargain over plan design in this reopener in accordance with graph 4 below. In so doing, the Guild does not waive its right to bargain over future plan design changes. In short, the Guild's waiver is limited solely with respect to plan design as part of this reopener and such waiver, being non-precedential, shall not be cited in any forum as evidence of status quo conditions. To be clear, plan design changes for the 2021 plan year shall not be subject to discretionary changes on the part of the Employer.
4. Except for the No Strike/No Lockout provisions of this Agreement, all other provisions of the Agreement shall remain in full force and effect during the Reopener Period. Absent agreement, either party shall have the right to take economic action during or after the Reopener Period, *e.g.*, the Guild shall have the right to strike in support of its positions and/or the Employer to unilaterally implement changes in health insurance premiums in accordance with applicable law, (*i.e.*, in the event of lawful impasse) and these issues and/or matters shall not be subject to the grievance/arbitration provisions of the Agreement.
5. Notwithstanding the above, and even in the event of lawful impasse during the Reopener Period the Employer under no circumstances will unilaterally implement changes in premiums that would result in Guild unit employees paying a higher dollar amount in premium expense than unrepresented employees at the same newspaper for the same coverage.
6. The Parties agree that during the Reopener Period and in the absence of lawful impasse, the Employer's right to make plan design changes is governed by the status quo as set forth in the Parties' December 12, 2017 Global Memorandum of Agreement, paragraph 3 beginning with the second sentence. The Employer agrees that it will not unilaterally implement plan design changes during the Reopener Period that do not allow bargaining unit employees to participate in plans with the same plan design as for unrepresented employees at the same newspaper for the same coverage. Moreover, under no circumstance will the Employer unilaterally implement plan design changes for the 2020 Plan Year that would result in Guild unit employees: 1) being deprived of the option of family coverage; or 2) being given the option only of a high deductible plan as defined under the Affordable Care Act.

7. The Parties share the common goal of reaching agreement on this Reopener prior to December 1, 2019. Doing so would ensure the timely treatment of, and the certainty for both sides through the Reopener Period on two critical economic issues: wage increases and health insurance. Therefore, the Guild and the Publisher jointly commit to expedite these Reopener negotiations, including endeavoring to meet in a timely fashion and with reasonable frequency, as required, and treating the mutual goal of reaching an early agreement as a priority.

* * *

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day above written by its proper officers or duly designated representatives.

FOR THE NEWSGUILD-CWA

FOR THE ROCKFORD REGISTER
STAR and THE FREEPORT
JOURNAL STANDARD

**MEMORANDUM
OF
AGREEMENT #1**

Rockford Register Star's Safe Driving Program

Effective August 1, 1994
Revised June 2011/Dec 2013
Reaffirmed May 31, 2018

We are committed to a safe driving program which promotes the safety of our employees, their passengers and the general public. The primary goal of the program is to maintain a high level of safety awareness and foster responsible driver behavior. This will result in the prevention of motor vehicle accidents and the reduction of personal injuries and property damage.

The success of this program depends on the sincere, constant and cooperative effort of all employees. Employees who operate company vehicles and employees driving personal vehicles on company business are expected to achieve the highest possible standards of performance in driver safety.

Driving records for those who drive as part of their job duties are an integral part of job performance and will directly affect performance ratings.

This program defines the responsibilities of every driver. It is essential that everyone who operates a motor vehicle or supervises a driver takes the time to read, understand and follow this program.

Who is covered?

Any employee who operates a company or personal vehicle to conduct business on behalf of the company.

Who is responsible?

-Drivers are responsible

1. To read, understand, and follow program requirements.
2. To participate in the company-sponsored driver training program.
3. To maintain a valid driver's license issued by the State of their current residence and adhere to license restrictions. New employees relocating from another state will be required to obtain a local license with 90 days of their employment date. Employees with special circumstances regarding their residency must request an exception in writing to be approved by Human Resources and the Safety Manager.
4. To maintain auto liability insurance on their personal vehicle that meets minimum state requirements, if they drive a personal vehicle for company business.
5. For ensuring vehicles are in safe driving condition. Problems with a company vehicle should be reported promptly. Unsafe vehicles are not to be used.

Training

Orientation and initial training is required for employees driving vehicles on company business.

- A. Orientation to be covered by all supervisors on the first day of employment:
 1. Review of this document, "*Safe Driving Program*".
 2. Review of driving requirements as listed in the job description.
 3. Instruction on operating techniques of vehicle (if company vehicle is used)
 4. Inspection of company vehicles prior to use.
 5. Accident reporting procedures (page 5 of *Safe Driving Program*)
- B. Training to be completed within 30 days of hire:
 1. Using the company safety intranet site, the employee will view the Driving Safely PowerPoint presentation and complete the accompanying quiz.

Periodic Training of Drivers

Periodic training of drivers is necessary to reinforce company policies and procedures because of changes in equipment, product, or regulations; as the result of specific accident trends, high frequency or severity of accidents or driving violations; as part of disciplinary procedures for drivers involved in an accident; or driving violations or operators in the high risk driver category.

Periodic training consists of:

1. Refresher meetings on safe driving techniques
2. Review of literature and other presentations on safe driving
3. Self-study safe driving program
4. Specific topics on driving techniques

All training must be documented including when held, who conducted, and who attended. Training documentation will be part of each employee's personnel file. Completion of a course using the safety intranet site satisfies the reporting requirements.

Requirements for Vehicle Use on Company Business

Safety: Employees will exercise courtesy and operate the vehicle in a safe manner. All traffic laws are to be strictly observed.

Vehicle Condition: Every driver is responsible for ensuring vehicles are in safe driving condition. Problems should be reported promptly. Unsafe vehicles are not to be used.

Safety Belts: Seat or safety belts will be worn at all times while operating vehicles.

Drugs and Alcohol: Use or possession of drugs or alcohol in company property/vehicle is strictly prohibited, including personal vehicles while on company business.

Firearms/Weapons: Use or possession of firearms/weapons in company property/vehicle is strictly prohibited, including in personal vehicles while on company business.

Usage: Company vehicles are to be used for business purposes only and may not be driven for personal use unless specifically approved by the Publisher. Eating and use of tobacco products are prohibited in company vehicles; although water, soft drinks, tea and coffee are allowed. No animals or unauthorized persons are allowed in company vehicles. Use of motorcycles for company business is strictly prohibited.

Disabled Vehicle: If a company vehicle breaks down on the road, the employee must notify their supervisor immediately. The supervisor will arrange for assistance. Approval from your supervisor or the Building Services Manager must be granted before arranging for towing, maintenance, or other needs unless in an emergency situation where the employee must make an immediate decision.

Parking: Vehicles are to be parked in legal parking areas only. The vehicle must be locked with the engine off and keys removed whenever you leave the vehicle unattended.

Traffic Violations:

1. It is the employee's responsibility to pay any fines relating to traffic citations or parking tickets received.
2. Any violations while driving a company vehicle or your personal vehicle on company business must be reported to your immediate supervisor within 24 hours.
3. Failure to report within 24 hours a violation while driving a company vehicle or your personal vehicle on company business or a violation that would place you into a "high risk" classification may lead to disciplinary action, up to and including termination of employment. "High risk" violations within the most recent three years include:
 - a. **Conviction for an alcohol and/or drug related driving offense.**
 - b. **Refusal to submit to a Blood Alcohol Content (BAC) test.**
 - c. **Conviction for reckless driving.**

- d. Any combination of three or more moving violations or chargeable (at fault) accidents.
- e. Suspension, revocation or administrative restriction.
- f. Leaving the scene of an accident as defined by state laws.
- g. At fault in a fatal accident.
- h. Felony committed involving a vehicle.

Valid Driver's License: Employees must notify their supervisor within 24 hours if their driver's license is suspended or revoked. Employees whose positions require them to drive may not operate a vehicle if their driver's license is suspended or revoked. However, if they have been granted special permission to drive by legal authority, they may be given permission to drive on company business.

Radar Detectors: Use of radar detectors is prohibited.

Communication Devices: I understand that it is the policy of the company that while driving I will not use a communication device unless it is hands free.

I also understand that I will be subject to disciplinary action if I do not adhere to our Communication Device Policy.

Department of Motor Vehicles Employer Review Program

Our company uses the Department of Motor Vehicles (DMV) to perform an on-going review of individual driving records. It assists us in identifying a driver whose record reflects safe driving, or a driver who has been convicted of a driving offense, has accumulated a high risk driver's record, or has any other actions taken against their driving privilege. We will annually, at a minimum, review the records of all employees required to drive as part of their job. Human Resources will be responsible for conducting this program.

Identification of High Risk Drivers

A driver will be classified as "High Risk" if the DMV check so indicates or if it is otherwise determined that the driver has one or more of the following violations within the most recent three years:

- A. Conviction for an alcohol and/or drug related driving offense.
- B. Refusal to submit to a Blood Alcohol Content (BAC) test.
- C. Conviction for reckless driving.
- D. Any combination of three or more moving violations or chargeable (at fault) accidents.
- E. Suspension, revocation or administrative restriction.
- F. Leaving the scene of an accident as defined by state laws.
- G. At fault in a fatal accident.
- H. Felony committed involving a vehicle.

Management Controls for High Risk Drivers

If a High Risk driver is identified, the driver's supervisor/manager must take all the actions outlined in either option A or B:

OPTION A

1. Place the High Risk driver on probation for a three year period (ending three years from the date of the most recent violation). The manager, after consulting with Human Resources, may place the driver on written or final warning at any time during this probationary period.
2. Notify Human Resources within 24 hours of any additional violations while the employee is on probation.
3. Immediately suspend driving privileges if any single repeat violation or an additional violation of the types listed under "Identification of High Risk Drivers" occurs while on probation or if any probation terms are violated. Immediately notify Human Resources and Safety Manager.
4. Gain agreement with the Human Resources and Safety Manager on any stipulations, operating limitations, or other conditions, such as:
 - a. referring the driver to an Employee Assistance Program
 - b. transferring the driver to a non-driving position, or
 - c. additional driver training.

OR

OPTION B

Under Option B, the supervisor/manager must suspend all company driving privileges. The High Risk driver will NOT be authorized to drive a motor vehicle at any time on company business. This action may result in the transferring of the employee to a non-driving position, if such a position exists, or the employee may be subject to dismissal.

Whatever the option choice, the manager/supervisor and department head will reach agreement with the Human Resources and Safety Managers PRIOR to taking action.

In all cases of dismissal, final recommendations are made to the Publisher for review and approval.

Proof of Insurance

Proof of state-required insurance coverage is required for drivers who use their personal vehicles for company business. Periodically, the Human Resources department will require you to verify you hold personal automobile liability insurance that meet the minimum state requirements. The employee is responsible for furnishing proof of insurance in accord with program guidelines, upon request or when insurance coverage changes.

The Human Resources department is responsible for monitoring insurance coverage of employees. Any employee who cannot provide current proof of insurance may not operate a personal vehicle to conduct company business.

Accidents

If involved in an accident, the employee must stop at once, notify police and their supervisor. The employee must exchange name, address, license number, truck/van/car registration number and insurance company information with the other party. Obtain names, addresses and phone number of any witnesses. If driving a company vehicle, fill out the Register Star Accident Report form located in the vehicle and submit to their supervisor within four (4) hours. The employee should not admit fault.

Building Services and the Safety Manager is responsible for assuring that each company owned vehicle has an accident kit at all times.

Accident Investigation Team

Two members of the safety committee and the Safety Manager will interview the employee to determine circumstances of the accident. The investigation should be conducted within 18 hours of the accident. The scene should be visited if this will provide additional information or help clear any details of what occurred. The Register Star accident report kit that was filled out by the employee should be used. If the investigation is determined not to be the fault of the employee, the Safety Committee may close the case. If the accident is determined by initial investigation to be an at fault accident, all information regarding the accident should be given to the Review Committee within 36 hours of the accident.

Accident Review Committee

All facts regarding any at fault motor vehicle accident involving an employee while on company business will be reviewed by the Accident Review Committee. This committee will be comprised of the department head, a human resources representative and the Safety Manager. The results of the review will determine whether or not the accident was preventable (This is not a determination of whether or not the driver was “legally” liable, but whether or not the driver did all that he/she could reasonably and possibly do to avoid the accident or incident).

The committee will submit a one page summary of their review to the Publisher within 48 hours of the accident. This summary will include a determination as to whether or not the accident was preventable and recommendations regarding possible disciplinary action.

Once the summary has been reviewed and approved by the Publisher, the Accident Review Committee will meet with the employee to inform him/her of the outcome of the investigation and address any disciplinary action, if applicable.

Disciplinary Action

A point system will be used to determine minimum discipline in case of preventable accidents or driving citations while on company business.

If the Review Committee's decision is that the accident was preventable, the following discipline will apply:

- A suspension without pay of one week for a three-point offense or a third one-point offense within the past twelve months.
- A suspension without pay of two days for a two-point offense or a second one-point offense within the past twelve months.

-- A suspension without pay of one day for a one-point offense.

All High Risk Driver provisions will apply.

At its discretion, the company may require remedial safe driver training, or take other actions, including suspension from work, suspension of driving duties or dismissal, depending upon the circumstances, if the overall driving record suggests the need for such action.

Offense Point System

THREE POINT OFFENSES

Conviction of hit and run, reckless driving, driving under the influence of alcohol or drugs, racing or engaging in a speed contest, operating a vehicle without a valid driver's license, or drug code violations.

At the discretion of the company, citation for a three-point offense may result in immediate suspension pending resolution of the charges, or other appropriate disciplinary action depending upon the circumstances.

TWO POINT OFFENSES

Conviction of any of the following: Illegal passing, violation of basic speed laws in excess of 15 mph, failure to have the vehicle under control, driving on the wrong side of the street or highway or any violation causing a preventable accident.

ONE POINT OFFENSES

Any minor accident involving minimal damage to a company or personal vehicle or others' property OR any other traffic conviction involving unsafe operation of a motor vehicle (including communication devices) or not wearing a safety belt.

The following may result in immediate dismissal:

1. A preventable accident by an employee during their introductory period.
2. An accident where a personal injury is involved.
3. A second preventable accident occurring within a 12-month period.

NOTE: The examples of point systems offenses (above) do not necessarily represent a complete listing. Specific situations may be evaluated on their individual merits.

Rockford Register Star - Safe Driving Program

Following are the forms to be completed by all employees who drive as a part of their job:

1. Safety Belt Policy/Communication Device Policy/Employee's Statement of Responsibility Form
2. Driver History Form

At time of hire, we require copies of the following documents:

1. Copy of a valid Driver's License
2. DMV report from each State in which a license was held in the last 3 years
3. Proof of current auto liability insurance that meets state requirements if employee will use personal vehicle for company business.

****Minimum liability limits required for all registered cars, vans, trucks, motorcycles, buses, and recreational vehicles for any one accident:**

- \$20,000 - injury or death to one person
- \$40,000 - injury or death to more than one person
- \$15,000 - damage to property or others

The company will obtain updated DMV reports annually.