

AGREEMENT

BETWEEN

THE STATE JOURNAL-REGISTER

&

THE UNITED MEDIA GUILD / TNG-CWA

October 14, 2018 – October 15, 2020

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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 shall hire employees without regard to age, sex, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, political activities or political belief, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated.

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 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 4 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 than 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 5 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 this 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 6 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 7 UNION BUSINESS

1. The Union may designate up to three (3) members of the bargaining unit to serve as the shop stewards. In cases when designated stewards are not present to attend an investigative hearing or a grievance, the Union may designate another member to serve as an alternate steward.
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 Article 3. 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 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.
6. Except as provided in this Section, non-employee representatives of the Union may not enter the Publisher's premises.

(a.) One (1) duly authorized Union Representative may enter the Publisher's premises for the sole purpose of attending scheduled meetings, including attending grievance hearings, with members of management.

(b.) The Union Representative shall inform and obtain permission from the Publisher at least twenty-four (24) hours prior to entering the premises. Entry to the Publisher's premises shall be limited to the meeting location designated by the Publisher in advance. The Union Representative shall be accompanied by a member of Publisher management at all times while on Publisher premises. Entry to other areas is not permitted at any time. The right of entry shall at all times be subject to the Publisher's discretion and or rules applicable to non-employees. The Union representative shall not interfere with the Publisher's operations.

(c.) Failure of a Union Representative to request and receive prior approval from the Publisher shall be a violation of this Agreement. At no time while on Publisher property, whether or not their presence at the Publisher has been approved, shall a Union Representative engage in a demonstration of any kind, including but not limited to a rally, vigil, protest or other expressive conduct. Communications to the Publisher or to members shall be professional, restrained and in accordance with the agreements of the parties as manifested in this Section or other writings.

Article 8 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, 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 (2) 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 4 - No Strike, the Publisher shall not be required or in any way be obligated to comply with Article 3 - Grievance Procedure 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.

GRIEVANCE FORM

Date Submitted _____

Name of Employee / Grievant: _____

Job Title: _____

Shift: _____

Specific Contract Article(s) and Section(s) of the Agreement alleged to have been violated: _____

Describe the nature of the complaint or dispute:

Date complaint or dispute first arose: _____

Remedy sought:

Employee / Grievant signature: _____

Date signed: _____

.....
Name of supervisor and date of step one response:

Date Grievance moved issue to Step 2 _____

Date of Publisher or designee step 2 meeting: _____

Response to step 2 meeting: _____

Date of step 2 publisher response: _____

Date of step 3 Mediation request and moving party: _____

Article 9 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 office/facility and residence 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 this Agreement.

Article 10 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 11 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. 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.
4. This Article in no way impinges upon the Grievance and Arbitration process under Article 8 of the Collective Bargaining Agreement.

Article 12 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.

The following shall be included, for the term of this Agreement, under “past practices:”

- Free parking
- Discounted subscriptions (50%)
- Two (2) free “small” classified ads per year.
- The Company will pay \$5 per shift for employees who work the majority of their hours after 3:00 p.m.

Article 13 SAFETY AND HEALTH

1. The Employer shall comply with all applicable laws, standards and regulations as they apply to providing a safe workplace for its employees.
2. Employees shall not be penalized or discriminated against for reporting workplace safety or health issues.

Article 14 HOURS and OVERTIME

1. The work week shall be five days totaling 40 hours.
2. The work day shall be 8 hours falling within 9 hours. In the event that the Publisher institutes split shifts, he shall first seek volunteers and assign those shifts to such people who have volunteered. In the event that there are insufficient volunteers for such split shifts then the Publisher may assign such shifts in any way he sees fit.
3. The Publisher shall compensate for overtime after forty (40) hours of actual work time (as opposed to paid time) in any one week-at the rate of time and one-half in cash. 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 2 hours of pay (at the overtime rate).
4. 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 hours pay, in addition to the time worked, all at the overtime rate.
5. The Publisher shall cause a record of all time to be kept, and this record shall be made available to the employee affected upon request at reasonable intervals.
6. The Publisher shall compensate for all overtime not later than the week next following that in which such overtime occurs unless the parties agree that payroll will be paid on a bi-weekly basis.
7. Changes to an employee's regular working hours shall be made with one weeks advance notice to the employee. A shorter notice period can be given if mutually agreed with the employee.
8. 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.
9. There shall be a 3 hour minimum shift for part time employees during basketball season. There shall be a four hour minimum shift for part time employees at all other times, unless mutually agreed to by the employee.

Article 15 HOLIDAYS

1. Each employee shall have the following holidays with full pay:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day

- Christmas Day

2. In addition to the above, employees may take their birthday and President's Day as floating

holidays, the specific dates to be approved by the employee's manager.

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.

3. An employee whose regular day off falls on a holiday shall be given another day off in the same week, to be determined by the supervisor after consultation with the employee. Whenever one of the holidays falls within an employee's vacation period, the day shall be paid as a holiday and shall not be treated as a vacation day. All hours worked beyond forty (40) in a holiday week, shall be paid at 1 1/2 times his or her regular pay.

4. An employee required to work on any holiday shall be paid at the rate of 1 1/2 times his or her regular pay for each hour worked, and shall also be granted a day off with pay, such day to be taken within a thirty (30) day period following the holiday, at a time that is mutually agreed between the Publisher and the employee.

Article 16 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 8 of this agreement.

Article 17 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 18 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 Employer's decision shall be final, and shall not be subject to the grievance or arbitration process under Article 8.

2. (a.) Maternity leave shall be handled according to the provisions of the current GateHouse policy for State Journal-Register 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

maternity changed, during the period of absence other than to accommodate for the 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 2 of Article 18 apply equally to natural and adoptive parents.

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

4. Bereavement leave shall be granted according to the provisions of the GateHouse Media Employee Handbook, effective September 20, 2010, 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.

5. 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 19 TRANSFERS and PROMOTIONS

1. No employee shall be transferred by the Employer 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 such transfer. An employee shall not be penalized for refusing to accept a transfer.

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

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

Article 20 INFORMATION

1. The Employer shall supply the Guild, no more than one time per year, upon written request with a list containing the following information for all employees on the payroll:
 - a. Name, address, sex and date of birth
 - b. Date of hire
 - c. Classification
 - d. Original Date of hire within GateHouse Media in the event that an employee transferred directly (without any break in service) from another GateHouse Media property & 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 6 month period
2. The Employer shall notify the Guild monthly in writing of:
 - a. All merit increases granted by name of the employee, individual amount, resulting new salary, and effective date.
 - b. Step-up increases paid by name of the employee, individual amount, resulting new salary and effective date.
 - c. Changes in classification, any salary changes by reason thereof, and effective date.
 - e. Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.
3. Within one (1) week after the hiring of a new employee, the Employer shall furnish the Guild in writing the data specified in Section 1 for each new employee.

Article 21 EXPENSES AND EQUIPMENT

1. Mileage Rate will be 46 cents per mile.
2. All necessary working equipment shall be provided to the employee and paid for by the publisher.

Article 22 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 newsroom employees are engaged in, employees must first secure permission of the executive editor to ensure a conflict of interest does not exist. Such activities might include, but are not limited to, services for print or digital publications, radio, TV, social media, or public relations. The decision of the executive editor is not open to the grievance procedure.

Article 23 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. Journalists 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 shall be informed of such letter whenever possible.

Article 24 PERFORMANCE STANDARDS / LAYOFF RANKING

The parties agree that in order to effectively and efficiently deliver information to readers in the ever changing media landscape our employees must be competent, knowledgeable, and adept at working in multi-platform environments. To accomplish this all Multi Media Journalists (MMJ) will be reviewed annually to ensure their competency in writing, editing, photography, and use of social media. Training will be provided for those MMJs not meeting minimum standards and a reasonable time provided, once training is complete, to meet minimum standards.

Performance reviews will be administered annually. The MMJ will complete a self-appraisal and submit it to their manager. The manager will complete an appraisal of the MMJ and submit both for review with the manager's reporting supervisor. Once approved by the reviewing supervisor the manager will meet with the MMJ and administer the review. If the MMJ finds substantive areas of disagreement he/she may attach a position statement to the final review.

The evaluation scale in the review process will be a five point scale with 1 being the lowest and 5 being the highest. If the variance between a managers evaluation of the MMJ and the self-assessment of the MMJ are 2 or more grades apart the MMJ may utilize the grievance process.

(Example: Employee rates him/herself a 4 and the manager rates him/her a 3.....not open to grievance process.)

(Example: Employee rates him/herself a 4 and the manager rates him/her a 2..... open to grievance process.)

Management may alter and /or amend the performance review / rating criteria as necessary. Before making such changes the parties will meet to discuss the changes and listen to recommendations.

If a reduction in force is necessary the publisher shall rank by performance and seniority all eligible employees. The ranking will consist of a performance component as well as a seniority component. The two components will be added to arrive at a final lay off ranking score for each employee. Performance will weigh 3 times as much as seniority for all employees with an overall performance rating of 3 or higher. Those with an average performance rating of less than 3 will not have a seniority component in their lay off ranking.

Example (1): Employee has an overall performance rating of 3.2 and 13 years of seniority.

Performance component: $3.2 \times 3 = 9.6$

Seniority component: $13/3 = 4.3$

Layoff ranking = $9.6 + 4.3 = 13.9$

Example (2): Employee has an overall performance rating of 4.1 and 10 years of seniority.

Performance component: $4.1 \times 3 = 12.3$

Seniority component: $10/3 = 3.3$

Layoff ranking = $12.3 + 3.3 = 15.6$

Example (3): Employee has an overall performance rating of 2.9 and 7 years of seniority.

Performance component: $2.9 \times 3 = 8.7$

Seniority component: 0

Layoff ranking = $8.7 + 0 = 8.7$

Volunteers among the lowest performers will be sought first where it makes operational sense to do so. Seniority means length of continuous employment with any GateHouse entity.

Article 25 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, uniform 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
- d. Termination of employment

2. The Employer shall furnish to the employee and to the Guild a copy of any criticism, simultaneously with its being placed 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 and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all materials in the employee's file. No derogatory personnel record shall have any effect after eighteen (18) months following its date, providing there has been no subsequent derogatory personnel record for like cause filed in the interim. 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, other similar offenses.

Article 26 NEWSROOM HANDBOOK

All employees in the newsroom will adhere to the "Newsroom Handbook" which may be revised from time to time.

Article 27 CLASSIFICATION

The parties agree that the bargaining unit shall consist of non-management employees in the following job classifications in the News department:

- Reporters
- Photographers
- Copy Desk Specialists

In the event "News Clerks" are hired in the News department they will be included in the bargaining unit. In the event "Confidential Assistants" are hired in the News department they will not be included in the bargaining unit.

Article 28 GATEHOUSE EMPLOYEE HANDBOOK

All bargaining unit members will adhere to the GateHouse Employee Handbook.

Article 29 DRUG TESTING

The Parties agree that employees covered by the CBA will adhere to the Company's drug testing policy as described in the GateHouse Employee Handbook. The Union acknowledges that the GateHouse Employee Handbook may be revised from time to time without the need for further bargaining.

Article 30 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, and the employee refuses to comply, management may call local authorities to conduct the search.

Article 31 FREQUENCY OF PUBLICATION

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 Performance Standards / Layoff Ranking Article.

Article 32 JURISDICTION

1. The Guild shall be the sole collective bargaining agency for employees in the reporter, photographer and copy desk specialist 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 and intent 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 member 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 introductions.

Article 33 MEDICAL 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 34 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

The parties have agreed that Trevor Lawrence will continue receiving his current vacation accrual throughout his employment.

Article 35 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 as it did via the May 13, 2015 Agreement. (See Side Letter #1 - attachment).

3. Minimum rates will be:

- Full time employees \$13 / hr.
- Part time employees \$11 / hr.

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.

The Company will pay a one-time signing bonus of \$500 for Springfield employees represented by this Agreement within two weeks of ratification of the Agreement.

Article 36 TRAINING

Employees will participate and complete all required training. 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.

Article 37 DURATION

1. This contract will commence on (date of ratification) and remain in full force and effect until midnight on October 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 JOURNAL-REGISTER

**MEMORANDUM
OF
AGREEMENT #1**

RE: Smart Phone Stipend & Schedule Changes

Smart Phone Stipend:

1. Employees will use their personal smart phones, aside from personal business, to support the Company's video and multimedia initiatives.
2. Management will assign video projects as well as monthly video goals. Employees will be reimbursed \$50 per month to offset the expense of their smart phone usage.
3. Management will decide which employees are eligible to participate. Employees approved for the stipend will submit monthly expense reports.

Schedule Changes:

1. Create a Saturday day shift that would begin early morning, around 7:00 a.m. Move Tamara Browning to a Tuesday through Saturday shift. Choose her because her current beat (features, nonprofits, Our Towns) is least likely to be affected by losing one day of weekday reporting. She would, of course, be provided training for web tasks and other things she does not currently do, such as checking police reports.
2. John Reynolds will remain on his current shift. That is, his temporary assignment will not become permanent.

NOTE: This agreement does not include a rotation as previously discussed nor does it involve Sunday coverage. The Publisher's inability to fill several positions due to expense savings has necessitated this new thinking.

It is so agreed:

For the Company:

Ali Zoibi
July 22, 2015

For the Guild:

Dean Olsen
July 22, 2015

**MEMORANDUM
OF
AGREEMENT #2**

RE: NEWSROOM PHOTOGRAPHERS

1. Springfield newsroom photographer may be assigned both advertising and marketing work as part of their regular duties.
2. Such assignments will only come through newsroom management.
3. There will be no attribution to any such work unless the photographer asks and is approved for attribution.
4. The Guild will not claim jurisdiction to any of this work because of this agreement.
5. The parties agree to implement this agreement immediately.
6. This Memorandum of Agreement concerns photographer working on "SO" magazine and other magazines as well. Should the work go beyond those parameters, the parties have agreed to meet again to discuss any further duties.

It is so agreed:

For the Company

Ali Zoibi

For the Guild:

Shannon Duffy