

AN AGREEMENT BETWEEN
THE POST-TRIBUNE
AND
THE NEWSPAPER GUILD OF GARY

An Agreement made this _____ day of March 2006, between the Post-Tribune, hereinafter known as the Publisher, and The Newspaper Guild of Gary, a local chartered by The Newspaper Guild, hereinafter known as the Guild, for itself and on behalf of all the employees in the editorial department of the Publisher, except as hereinafter provided, governing conditions of employment in the aforementioned department of the Publisher.

Witneseth: In consideration of the covenant mutually hereinafter agreed to, the Publisher and the Guild agree as follows:

ARTICLE I – UNION RECOGNITION, JURISDICTION, MANAGEMENT RIGHTS AND DUES DEDUCTION

1. The Guild shall be the sole collective bargaining agency for all the employees of the Publisher covered by this Agreement. It is understood and agreed that any reference in this Agreement in the male gender refers to both male and female employees.

2. Jurisdiction of the Guild is:

- (a) Editorial work presently performed within the unit covered by this Agreement.
- (b) New or additional work assigned to be performed in said unit.
- (c) Management personnel named in Article II Exclusions, shall retain the right to sit in Guild classification jobs on an occasional basis, in accordance with past practice, provided that such practice does not deprive employees of jobs. It is further agreed that the personnel named in Article II Exclusions, are working supervisors and may perform work traditionally assigned to the bargaining unit, provided that such practice does not deprive employees of jobs.

3. Management Rights:

Except as specifically limited by the express language of this Agreement, the Publisher has and retains exclusively to itself the customary rights, privileges and authority of management, including, but not limited to, the exclusive right to manage, plan, direct and control the operations of the newsroom and the work force, to establish and change existing methods, to select and hire employees and assign them to work as needed, to transfer and promote employees, to establish hours of work, to establish and enforce reasonable rules and regulations relating to the operation of its facilities and to employee conduct, to suspend, discipline and discharge regular employees for just cause and probationary employees without cause and to lay off employees or relieve them from

duty for lack of work or other proper reasons. The Publisher shall be the judge of competency of all employees in their department and of all employees' general fitness to work in their respective job classifications. Provided, however, that such rights will be exercised without violating any provisions of this Agreement.

4. Dues Deduction:

This Section 4 of Article I shall become effective on January 1, 2007. Upon an employee's voluntary written assignment, the Publisher shall deduct biweekly from the biweekly earnings of such employee, and pay to the Guild not later than the 20th of each month all Guild membership dues. Such membership dues shall be deducted from employee's earnings in accordance with the Guild's schedule of rates furnished the Publisher by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary assignment shall remain in effect in accordance with the terms of such assignment.

5. Effective January 1, 2007, 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 Newspaper Guild of Gary, and authorize the Publisher to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to all Guild membership dues as certified by the Treasurer of the Newspaper Guild of Gary, for each calendar month following the date of this assignment.

I further authorize and request the Publisher to remit the amount deducted to the Newspaper Guild of Gary not later than the 20th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement between the Publisher and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Publisher and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective bargaining agreement between the Publisher and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Publisher receives it. This assignment and the authorization supersedes all previous

assignments and authorizations heretofore given by me in relation to Guild membership dues.

Signature

Date

ARTICLE II – EXCLUSIONS

All department editors and such positions as defined by the NLRA, but not limited to the following: the Editor, Managing Editor, Deputy Managing Editor, Metro Editor, Creative Director, Photo Editor, Lifestyle Editor, Sports Editor, News Editor, Business Editor, Neighbors Editor, Porter County Editor, Gary Editor, Lake County Editor and Editorial Page Editor are hereby excluded from the bargaining unit and are not covered by this Agreement. Also exempt from this Agreement is an Administrative Assistant to the Editor.

ARTICLE III – MINIMUM WAGES

1. An employee shall be given an experience rating at the time of employment, transfer or promotion. Minimum weekly wages will be in accordance with the following schedule and provisions of this Section. Employees will be paid on a biweekly basis.

Effective	4/14/05	4/14/06	4/14/07	4/14/08
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Reporters, Copy Editors, Daily Designers and Photographers:

Start	\$548.25	\$559.22	\$570.40	\$581.81
After 1 Yr.	\$556.16	\$567.29	\$578.62	\$590.20
After 2 Yrs.	\$567.63	\$578.98	\$590.56	\$602.37
After 3 Yrs.	\$576.30	\$587.83	\$599.58	\$611.57
After 4 Yrs.	\$588.03	\$599.79	\$611.79	\$624.02
After 5 Yrs.	\$606.90	\$619.03	\$631.41	\$644.05
After 6 Yrs.	\$663.00	\$676.26	\$689.79	\$703.58

Effective	4/14/05	4/14/06	4/14/07	4/14/08
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Deputy Editors:

Start	\$637.50	\$650.25	\$663.26	\$676.52
After 1 Yr.	\$649.74	\$662.73	\$675.99	\$689.51
After 2 Yrs.	\$660.96	\$674.18	\$687.66	\$701.42
After 3 Yrs.	\$673.20	\$686.66	\$700.40	\$714.41
After 4 Yrs.	\$685.44	\$699.15	\$713.13	\$727.39
After 5 Yrs.	\$698.70	\$712.67	\$726.93	\$741.47
After 6 Yrs.	\$729.30	\$743.87	\$758.76	\$773.94

Critics, Columnists, Editorial Writers, Specialty Page Designers and Graphic Artists:

Start	\$612.00	\$624.24	\$636.72	\$649.46
After 1 Yr.	\$624.24	\$636.72	\$649.46	\$662.45
After 2 Yrs.	\$635.46	\$648.17	\$661.13	\$674.36
After 3 Yrs.	\$647.70	\$660.65	\$673.87	\$687.34
After 4 Yrs,	\$659.94	\$673.14	\$686.60	\$700.33
After 5 Yrs.	\$673.20	\$686.66	\$700.40	\$714.41
After 6 Yrs,	\$703.80	\$717.88	\$732.23	\$746.88

Editorial Assistants, Clerks and Librarians:

Start	\$428.40	\$436.97	\$445.71	\$454.62
After 1 Yr.	\$435.54	\$444.25	\$453.14	\$462.20
After 2 Yrs.	\$443.70	\$452.57	\$461.63	\$470.86
After 3 Yrs.	\$459.00	\$468.18	\$477.54	\$487.09

A. There shall be no reduction in salaries.

B. The salaries of employees covered by this Agreement shall increase by at least the following percentages on the following dates: 4/14/05, 2%; 4/14/06, 2%; 4/14/07, 2%; 4/14/08, 2%.

C. The minimum salaries established herein are minimums only; merit, as determined by the sole discretion of the Publisher, may be acknowledged any time by increases above the minimums or through the payment of bonuses.

D. The experience steps and corresponding minimum rates above shall apply to employees on the payroll as of the signing of this Agreement in the manner set forth in Appendix A. Employees hired, transferred or promoted during the life of this Agreement shall be given a salary at or above the applicable minimum for their experience rating. They shall then advance through the experience steps in increments of one year of full-time equivalent service for each such step. In the event the Publisher pays such employee above the minimum for the individual's experience rating, that employee shall then advance to the experience step that is the closest but not greater than his or her salary. Subsequent movement through the steps for such employee need not be on an annual basis, but the advancement must be consistent with the initial experience rating and subsequent steps based on years of experience. For example, if an employee's experience rating would place him or her at Step 3 at the time of hire, and if the employee was paid, instead, a salary at or above Step 5 but below Step 6, that individual would be placed at Step 5 but would not have to be advanced to Step 6 until three years following his or her employment anniversary.

2. An employee assigned to work in a position outside the bargaining unit for the major portion of the shift shall be compensated at the rate of ten (10) percent above the employee's regular pay.

3. An employee assigned to work temporarily in a higher classification within Guild jurisdiction for a major portion of the shift shall be compensated at the minimum rate for the higher classification.

4. Those employees who are currently receiving premium pay and whose regularly scheduled work shifts start before 6 a.m. or extend after 6 p.m. shall be paid an extra \$4.00 per shift.

Effective April 14, 2007, all other employees whose regularly scheduled work shifts start before 6 a.m. or extend after 6 p.m. shall be paid an extra \$2.00 per shift. Effective April 14, 2008, all employees whose regularly scheduled work shifts start before 6 a.m. or extend after 6 p.m. shall be paid an extra \$4.00 per shift.

5. Photographers taking unassigned spot news pictures during hours outside of regular working shifts shall be compensated for not less than 1.5 hours at the time-and-a-half rate, provided such pictures are published. Should a photographer work in excess of one and one half hours, the photographer shall be compensated for full-time worked at the time-and-one-half rate, provided such pictures are used.

6. An employee assigned to additional work after completing a regular or premium work shift, such work not being consecutive with that shift, shall receive a minimum of two (2) hours overtime plus one (1) hour call-back bonus at the applicable rate of under four (4) hours of overtime worked. Four (4) hours of overtime and over will be compensated at the overtime rate and shall not include the call-back bonus.

ARTICLE IV – EXPERIENCE DEFINITION

1. The term experience as used in this agreement shall mean years of experience in the designated classification of work in the editorial department of this newspaper or other daily newspapers of 10,000 or more circulation or recognized news service organization, news feature syndicate or national news magazine.

2. Within one week after the hiring of a new employee, the Publisher shall inform the Guild in writing of the employee's name, address, classification, anniversary and starting salary. The Publisher shall supply the Guild with full payroll information on all persons under Guild jurisdiction at reasonable times, upon request.

ARTICLE V – HOURS

1. The work week, defined as Monday through Sunday, shall consist of 40 hours. All overtime must receive the supervisor's prior authorization to be considered for payment. Overtime compensation is to be paid at the rate of one and one-half times the hourly rate for all hours worked in excess of forty (40) per week. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Company observed holidays will be counted towards the forty (40) hour requirement.

(a) The Guild and the Publisher share a mutual desire to experiment with different approaches to scheduling that accommodate the Publisher's business needs and the private lives of employees. Accordingly, the parties agree that, notwithstanding any other provision of this Agreement, individualized flexible schedules may be agreed upon on a case-by-case basis by the employee involved, the Publisher and the Guild. These arrangements will pertain only to regularly scheduled shifts. Examples of such flexible scheduling options could include, without limitation: a four-day week with 10 hours worked each day; split shifts on certain days; staggered starting and ending times, etc. For each such individualized flexible schedule that deviates from the parameters set forth in this Article, the parties shall describe the specific arrangements and the length thereof. Should either the employee or the Publisher wish to end any individual arrangement advance notice concurrent with Article V, Section 8 will apply.

2. The Publisher shall cause a record of all overtime to be kept. Employees shall report overtime within three days after return to the office. A record of overtime shall be provided to the Guild bi-weekly.

3. Overtime shall be paid on the next pay period following the reporting of the overtime.

4. Time worked beyond midnight following consecutively on a Saturday night shift shall be paid time-and-a-half the straight-time rate. Employees assigned to a regularly scheduled Sunday shift will be offered a choice of a day off as part of that normal work week.

5. Sixth and seventh days are to be paid at the rate of time-and-one-half for not less than a full shift, unless the employee requests to be excused earlier. If this request is approved, the employee will be paid at the rate of time-and-one-half for the actual hours worked on the sixth and/or seventh day(s).

6. Holidays and days legally observed as such:

(a) The following holidays shall be granted all employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition, all employees shall be granted their birthday and two (2) wild card holidays. Wild card holidays shall be scheduled with due regard for the requirements of the Publisher and for seniority status. They must be selected and mutually agreed upon no later than March 10th of any year. These selections may be changed later by mutual agreement between the Publisher and the employee.

(b) When a holiday falls on an employee's regular day off, the employee shall receive an additional day off within the same work week or, when mutually agreeable, at a later date. When a holiday falls within an employee's vacation, the employee shall receive an additional day off at a time mutually agreeable.

(c) An employee assigned to and working on the day legally observed as Thanksgiving Day and Christmas shall be paid double time for not less than the shift.

(d) For all other holidays, an employee assigned to and working on the day legally observed as the holiday, shall be paid time-and-one-half or not less than the shift.

(e) In addition, an employee assigned to and working on the day legally observed as a holiday shall receive an additional day off with pay within the same work week or straight-time pay in lieu of the day off; however, by mutual agreement an additional day off with pay may be taken at a later date.

7. A minimum of eleven (11) hours shall elapse between the ending of any regular work day and the beginning of the next regular work day except by agreement between the Editor and the employee. The phrase “regular work day” shall in neither usage apply to time for which the Editor pays overtime.

8. Management shall attempt to post work schedule changes with reasonable notification, but in no case less than fourteen (14) calendar days in advance, except by mutual consent of the Editor and employee. Such notice shall be posted in all offices where applicable. The Guild urges its members to cooperate with necessary shift changes if requested at least 24 hours in advance.

ARTICLE VI – EMPLOYEE SECURITY

1. There shall be no dismissals except for just and sufficient cause.

2. (a) The Publisher shall retain full authority and discretion to determine the size of the staff. The parties recognize the Publisher’s right to reduce the force for reasons of economy. Such layoffs shall occur when the Publisher determines necessary, provided they are carried out in accordance with this Agreement. For the purpose of this Agreement, the term “lay-off” refers to the dismissal of an employee(s) as a result of a reduction in force.

(b) The Publisher agrees to give the Guild two (2) weeks’ notice of its intention to effect layoffs, stating the classifications of the affected employees. During the two (2) week period of such notice, the Publisher shall meet with the Guild and consider any suggestions made by the Guild with a view to reducing or avoiding such layoffs. Within the two (2) week period, any employee in a classification affected may indicate to the Guild a willingness to resign voluntarily without affecting his/her right to severance pay under Article VIII of this Agreement, provided the total of such resignations shall not exceed the number of such jobs affected in a given classification. At the end of the two (2) week notice period, such number of employees to be laid off, after the impact of any such resignations and/or implementation of any alternative dismissals have been assessed, shall be notified. Such layoff shall be made effective two (2) weeks after the notice is given to the affected employee.

3. Layoffs shall be based on reverse order of job classification of seniority within sections of the editorial department, namely: news, sports, features, photographic, library, and copy desk. Provided that in cases where an employee has been transferred between sections of the editorial department, the employee may claim the employee's total seniority in the department. Rehiring lists shall be compiled by seniority for departments and sections herein named.

(a) A laid-off employee, or one who voluntarily resigns under the terms of this Article, has a two-week period to accept an offer to be rehired. Offers of rehire shall be made on a seniority basis to individuals on the rehire list when jobs for which they are currently qualified are being filled. If such rehired employee does not report back to work within one month of his initial notice, unless precluded from doing so for bonafide reasons, such as temporary physical or mental disability, such employee's name shall be dropped from the rehire list. Either period of time may be extended by mutual consent.

4. There shall be no dismissals as a result of putting this Agreement into effect. In the event new or modified processes or equipment are introduced employees shall be trained in the operation of new or modified processes or equipment. A labor-management committee with equal representation shall be formed and meet at least quarterly, or within ten (10) days of written request for a meeting by either party, to discuss problems associated with introduction of new or modified processes or equipment.

5. There shall be no discrimination in hiring, or dismissal or other discrimination against any employee or prospective employee by the Guild or the Publisher because of membership, non-membership or activity in the Guild, or because of age, sex, race, creed, color or national origin.

6. Employees may engage in work outside of their hours, provided such work is not directly competitive to the Publisher. Post-Tribune employees under Guild jurisdiction must be free of any conflict of interest, real or as may be perceived by the public.

7. Employees shall not be required to handle work destined for struck departments or shops of any Publisher.

8. Assignments and Transfers:

(a) Nothing in this agreement shall prohibit the Publisher from assigning an employee to a specific department provided that the employee's job classification (copy/design editor, reporter/writer, sub-editors, photographer, librarian, clerk, editorial assistant, senior clerk, editorial artist) is not changed at the time of the assignment. When such an assignment is made, there shall be no reduction in salary or impairment of benefits for the employee involved. An employee so assigned shall be given advance notice of the assignment of at least seven (7) days, unless the assignment involves a change in work hours or work days, in which case advance notice of fourteen (14) days shall be given, or the employee agrees to an earlier date.

(b) No employee shall be transferred or promoted without the employee's consent to another job classification as described in Paragraph (a) above. If such an employee is so transferred or promoted, the Publisher may, within ninety (90) calendar days of such transfer or promotion, move the employee involved back to the position, salary and benefit level held prior to the transfer or promotion. If the employee returns to the position from which the employee was transferred or promoted by the Publisher, the employee shall then receive the salary the employee would be entitled to if the employee had never been transferred or promoted. The employee's period of service in the position the employee was transferred or promoted to shall be counted for all purposes as service in the position from which the employee was originally transferred or promoted.

(c) No employee shall be transferred by the Publisher to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Publisher, or a subsidiary, related or parent company of the Publisher, without the employee's consent. However, this shall not prohibit the Publisher from transferring employees to or from offices in Lake, Porter and LaPorte counties. The Publisher will, however, endeavor to seek employees willing to accept such transfer to said offices.

(d) Should an employee agree to a transfer outside Lake, Porter or LaPorte counties, the Publisher shall pay all reasonable transportation and moving expenses for said employee and family. There shall be no reduction of salary or other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept such transfer.

(e) Notwithstanding any other provision of this Section 8, the Publisher may designate three (3) full-time employees as combination reporter/writer-copy/design editor. Such employees shall be hired as either a reporter/writer or a copy/design editor. No employee hired as a reporter/writer shall be discharged for incompetence as a copy/design editor, and no employee hired as a copy/design editor shall be discharged for incompetence as a reporter/writer.

For purposes of Section 3 of this Article VI, employees designated as a reporter/writer-copy/design editor shall be grouped with the reportorial section if hired as a reporter/writer and with the copy desk if hired as a copy/design editor.

(f) The Publisher shall conspicuously post notice of openings for all jobs covered by this Agreement. These jobs shall not be filled until employees have had five (5) business days to make an application.

9. In case of dismissal for cause, as distinguished from a layoff, the employee and the Guild shall receive twenty-four (24) hours advance notice in writing, except where circumstances do not reasonably allow for such notice.

10. A new employee with less than ninety (90) days of full-time continuous service may be discharged without advance notice and the dismissal will not be contested by the Guild.

11. Nothing in this Agreement shall prohibit the Publisher from continuing the practice of using reporter correspondents.

ARTICLE VII – PART-TIME AND TEMPORARY

1. A part-time employee is one who regularly works less than 32 hours per week. Correspondents are exempt. A part-time employee shall be employed on an hourly basis based on a pro-rated schedule of the minimums provided for his or her classification and experience and shall be eligible for annual performance reviews as with full-time employees.

2. A temporary employee is one hired for a special project or a specific period of time, and in no case to exceed 13 weeks, except by mutual agreement of the Guild and the Publisher. Interns shall be temporary employees. Temporary employees shall not be eligible for any benefits received by full-time employees, other than wages and hours as provided in Article III, Section 1, of this Agreement.

3. In cases of part-time and temporary employees, the Guild shall be notified of the expected duration of their employment and other information as provided for and required in Article IV, Section 2, of this Agreement.

4. Part-time or temporary employees shall not be employed where their employment will have the effect of eliminating a regular, full-time employee.

5. Part-time employees shall not be eligible for any benefits received by full-time employees, other than wages and hours as provided in Article III, Section 1, of this Agreement but shall be covered by the non-benefit provisions of this Agreement. However, part-time employees shall be covered by the following benefits provisions: Article IX, Section 1, 2 (Guild leave), 5(b) (Make-up of lost time), 6 (Funeral leave), Article XIV (Military Service) and Article XV, Sections 1 (Mileage), 8 (Travel Insurance only), and 9 (Jury Duty).

6. The number of hours worked per week by part-time employees shall not exceed 15 percent of the average number of weekly hours worked by full time employees during the previous calendar quarter. For purposes of this section, the average number of weekly hours worked by full-time employees shall be arrived at by determining the total number of hours worked by all full-time bargaining unit employees during the previous calendar quarter and dividing that sum by 13. The Publisher shall furnish the Guild with quarterly reports on the number of hours worked by full-time and part-time employees.

ARTICLE VIII – SEVERANCE

1. When an employee, other than a part-time worker, who has served the Publisher more than six (6) consecutive months in the employee's latest period of employment is laid off, the employee shall be paid in addition to the sum otherwise due the employee, one (1) week's pay for each twenty (20) weeks or fraction thereof in such service to the Publisher since February 2, 1998. In any case the maximum of such dismissal compensation is not to exceed an amount equivalent to fifty-two (52) weeks' pay. Such dismissal compensation shall be computed at the highest established rate of pay received by the employee during the previous six (6) months. Such payment also shall be made to such employee whose service is terminated because of permanent physical or mental disability; provided such amount shall be reduced by a like amount received by this permanently physically or mentally disabled person from Social Security disability payments accrued during that same time period represented by severance, which prevents them from performing the essential functions of their job.

2. In the event the Publisher sells the Post-Tribune to another enterprise, an employee shall be entitled to severance pay under Section 1 of this Article only if his or her application for employment is rejected by the successor employer.

3. The Publisher agrees to pay severance, as described in Section 1 of this Article, in the event the Post-Tribune is closed, resulting in the termination of employees covered by this Agreement.

ARTICLE IX – LEAVES OF ABSENCE

1. Employees shall be granted leaves of absence under the following provisions:

(a) Up to three (3) employees shall be granted one week leaves of absence to attend the annual TNG convention, provided not more than one employee shall be from the same section of the editorial department other than reportorial section.

(b) Employees may be granted leaves of absence for good and sufficient cause, and no such request shall be unreasonably denied, provided, however, that no more than one employee, in addition to the above Article IX, Section 1(a), be on such leave of absence at the same time.

(c) In either case, Article IX, Sections 1(a) or 1(b), employees shall be granted leaves of absence without pay.

2. If an employee is elected or appointed to any position in The Newspaper Guild or AFL-CIO, or local of The Newspaper Guild or any organization with which The Newspaper Guild is affiliated, such employee, when the employee so requests, shall be given a leave of absence, not to exceed two (2) years, and be reinstated in the same or a comparable position upon the expiration of such leave.

3. Leaves of absence granted shall be given without prejudice to continuous service in determination of severance pay, but time spent on leaves of absence shall not count as employment periods.

4. The Publisher's Family and Medical Leave Policy provides employees with up to 12 work weeks of unpaid, job-protected leave during a twelve-month period.

(a) An employee must be employed by the Publisher for at least one (1) year and have worked for the Publisher at least 1,250 hours during the 12-month period before being entitled to utilize or request a leave.

(b) The 12-month period will be calculated by using the "rolling method." Under the rolling method, each time an employee takes FMLA qualifying leave, the remaining leave entitlement would be any balance of the twelve weeks which has not been used during the immediate preceding twelve months.

(c) An eligible employee may take FMLA leave for one or more of the following:

1. The birth and care of the employee's newborn child.
2. The placement of a child with the employee for adoption or foster care.
3. To care for an employee's immediate family member (spouse, child or parent of the employee) with a serious health condition.
4. The serious health condition that makes the employee unable to perform the essential functions of his or her job.

(d) All FMLA requests must be made in writing and submitted to the Publisher. If at all possible, the employee should provide 30 days notice of his or her intentions to take a leave.

(e) Medical certification must be submitted to the Publisher within 15 days. Failure to provide timely and adequate certification could delay or possibly forfeit FMLA qualifying leave status.

(f) Any paid leave the Publisher already provides for a reason covered under the FMLA will be deducted from the 12 work weeks of unpaid FMLA available. The employee is required to use paid vacation, personal or sick leave before using any part of the unpaid 12 weeks available under the FMLA.

(g) Health care benefits such as medical, dental, life, and long-term disability will continue if the employee was eligible for the benefits prior to the leave. The employee must continue to pay any appropriate premiums for these benefits.

(h) Benefit accruals such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

(i) An employee must notify the Publisher one (1) week prior to his or her return to work or at the end of the authorized period, whichever comes first.

(j) If an employee is unable to perform the functions of his or her job because of a serious health condition or needs to care for a family member with a serious health condition, the leave can be taken on an intermittent or reduced hours basis when medically necessary.

(k) The Publisher will administer the policy in a uniform, non-discriminatory fashion in accordance with all applicable federal, state and local laws, including but not limited to the Family and Medical Leave Act and the Americans with Disabilities Act.

5. In the event an employee cannot be at work due to inclement weather or personal business, if the employee requests as far in advance as possible and, at a minimum, the start of the work shift in which an unexpected absence occurs, the supervisor may grant any of the following:

(a) The employee may be allowed to declare the absence a wild card holiday or birthday holiday or a vacation day, if still available for the current year.

(b) The employee may be allowed to make up the hours or days absent if this can be accomplished during the same payroll period. Pay shall be at the straight time rate.

6. A three (3) day paid leave of absence shall be granted for the purpose of attending the funeral in the event of the death of an immediate member of an employee's family. Employee's immediate family shall be defined as spouse, mother, father, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother and grandparents. A two (2) day paid leave of absence shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law or sister-in-law. Proof of death and family relationship shall be provided upon request. The Publisher may grant additional paid leave in special circumstances.

ARTICLE X – VACATIONS

1. Vacation credits shall be computed on January 1 of each year on the basis of work in the preceding twelve (12) month period. Vacations shall be granted on the following basis:

(a) Each regular employee with less than eighteen (18) months of continuous service prior to January 1 shall be granted vacation with pay at the rate of one (1) day for each twenty-five (25) days paid up to a maximum of two weeks (10 days).

(b) Each regular employee with eighteen (18) months or more of continuous service prior to January 1 shall be granted vacation with pay at the rate of one (1) day for each sixteen (16) days paid up to a maximum of three weeks (15 days).

(c) Each regular employee with seven (7) or more years of continuous service prior to January 1 shall be granted vacation with pay at the rate of one (1) day for each twelve (12) days paid up to a maximum of four weeks (20 days).

(d) Each regular employee with twenty (20) or more years of continuous service prior to January 1 shall be granted vacation with pay at the rate of one (1) day for each nine (9) days paid up to a maximum of five weeks (25 days).

2. By mutual consent of the employee and the Publisher, any fraction of a week may be compensated for by straight-time pay in lieu of vacation.

3. No employee shall be required to take a split vacation nor prohibited from taking a split vacation. However, no employee may take more than three (3) vacation weeks consecutively without the Publisher's prior approval.

4. No employee shall be required to take a vacation except between the dates of March 15 and October 31.

5. On termination of employment, an employee shall be granted pro-rata vacation pay computed from January 1 of that calendar year, on the same basis as vacation credits were computed on such January 1, plus pay for any vacation previously earned but not taken.

6. The Publisher agrees to accept vacation bids by March 1 and confirm the vacation schedule by March 10.

ARTICLE XI – ILLNESS

1. (a) SICK PAY – Maximum full-pay sick pay benefits per calendar year and/or per incidence of illness are as follows:

<u>Length of Service</u>	<u>Time Paid</u>
0-1 year	0 time
1-2 years	2 weeks
2-3 years	4 weeks
3-4 years	6 weeks
4-5 years	8 weeks
5-6 years	10 weeks
6-7 years	12 weeks
7 years or more	13 weeks

Effective January 1, 2007, the 0-1 year line in the above table shall be replaced with the following two lines:

0-89 working days	0 time
-------------------	--------

90 working days - 1 year

3 days

(b) Employees with more than 1 year of service, but less than 7 years of service, may receive sick pay at 60% of their regular salary (to a maximum of \$250 per week) beyond the sick pay to which they are entitled as outlined above, up to a total sick pay of 13 weeks.

Employees with 7 or more years of full-time employment are eligible for up to 13 weeks of fully paid sick leave plus up to 13 more weeks at 75% of salary during any one calendar year or for one specific illness if it spans more than one calendar year. No unused sick days may be carried over from one calendar year to the next.

(c) From any sick pay the Publisher shall deduct any benefits received by the employee from the Post-Tribune participated insurance and Worker's Compensation.

(d) Employees can request use of paid sick leave after completing a waiting period of one (1) year from the date they become eligible for sick leave benefits. Paid sick leave can be used in minimum increments of four (4) hours.

2. Sick leave as provided above shall not prohibit the Publisher from granting extended or other sick leave compensation when the Publisher so desires.

3. If an employee is absent for three (3) or more consecutive working days due to illness or personal injury, a physician's statement must be provided verifying the condition and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Before returning to work from a sick leave absence of three (3) or more consecutive working days, an employee must provide a physician's verification that he or she may safely return to work.

4. Employees will be eligible for life insurance in the amounts of \$10,000 or \$15,000 or \$20,000. The Publisher will pay the premium costs, if any, that are in excess of \$0.21 per \$1,000 of coverage per month. Employees may purchase additional life insurance for themselves and their spouse and/or children.

5. Employees will have the option to purchase long-term disability insurance coverage of up to 60% of their base pay for qualified disability absences in excess of 180 consecutive days.

6. The Publisher agrees to provide medical and dental coverage to all regular full-time employees. Eligible employees will be able to select a program of medical and dental group insurance coverage from one or more alternatives. The health insurance coverage and the employee contributions will be the same as those set for unrepresented employees and will be deducted from the employees' pay to offset the full cost of the benefit coverage.

7. 125(k) Plan: The contributions to Medical and Dental Insurance described above may be made on a pre-tax basis. (Flexible spending accounts are not provided).

ARTICLE XII – 401(k)

1. The Publisher will allow all eligible employees represented by The Newspaper Guild of Gary to participate in the Publisher's 401(k) Plan: the Post-Tribune Pre-Tax Advantage Savings Plan.

2. On or about April 15, 2006, the Publisher shall deposit into the 401(k) accounts of each bargaining unit employee an amount equal to one percent (1%) of the employee's straight-time wage rate for the preceding twelve (12) months. Thereafter, the Publisher shall deposit biweekly into each employee's 401(k) account an amount equal to one percent (1%) of the employee's biweekly straight-time wage rate. It is understood that such biweekly deposits will begin as soon as practical after April 15, 2006. In the event the new biweekly system does not begin in the first applicable payroll period following April 15, 2006, the Publisher shall add any such deposits missed since that date when the new system begins.

ARTICLE XIII – STANDING COMMITTEE

1. The Guild shall designate a committee of its own choosing to take up with the Publisher or the Publisher's authorized agent any matter arising from the application of this agreement, matters affecting the relations of the employee and the Publisher, and problems of journalistic ethics or human rights as they concern the work or working conditions of employees within the Guild bargaining unit at the Post-Tribune.

2. The Publisher and/or the Publisher's representatives and the Standing Committee shall meet at the written request of either party at a time mutually agreed upon but within five days after delivery of such request.

3. Any dispute over the operation, application or interpretation of this Agreement which is not settled within 30 days of its first consideration may be submitted by either party to final and binding arbitration under rules of the American Arbitration Association. All expenses of such arbitration incurred jointly shall be borne equally by both parties.

4. If either party requests an official transcript when one has not been ordered by the arbitrator, the arbitrator shall cause one to be made at the expense of the requesting party, but it shall not be available to the other party except by equal sharing of the costs.

ARTICLE XIV – MILITARY SERVICE

1. The Publisher agrees that any employee who leaves the Publisher's service for wartime service in the armed forces of the United States or any of its related units, including the Merchant Marine, or who is drafted for industrial or agricultural service necessary for the operation of the armed services, shall be considered to be on leave of

absence and shall be granted comparable employment upon his or her return from such service, with all rights accrued under this Agreement unimpaired, provided such employee reports for work within 90 days after receiving his or her release from such service. This time may be extended up to one year provided he or she is unable by reason of receiving hospital care.

2. Any employee who leaves employment for wartime service in the armed forces of the United States or any of its related units, including the Merchant Marine, shall at the time of induction receive not less than five (5) weeks pay.

3. The period of such absence shall be considered employment time with the Publisher in computing severance pay, experience rating and vacation time.

4. In the event an employee serving in the armed forces of the United States or any of its related units, including the Merchant Marine, shall be disabled to the extent of being unable to resume the employee's duties with the Publisher, the employee shall receive a payment equal to the amount of severance pay as provided in Article VIII. In the event of such employee's death while in such service, such payment shall be made to the employee's estate or designated beneficiary. For the purpose of computing such payment, time spent in such service shall be construed as time spent in the service of the Publisher.

5. The above benefits shall apply to an employee required to enter the armed services for peace-time duty, except the employee shall receive at the time of induction two weeks pay if service with the Publisher has been less than one year, five weeks pay if the employee has over one year's service with the Publisher. Those enlisted in the six months military training period shall receive two weeks pay upon employment termination for this service.

6. Upon an employee's entering service as defined above, the employee's rights under this article shall become vested in the employee and shall survive the expiration of this agreement.

7. An employee hired as a replacement for one entering military service shall be given first consideration over any new employee in filling a vacancy for a permanent job.

8. Leaves of absence not to exceed two weeks annually will be granted employees for required training service in the National Guard, the Army, the Navy, Air Force and Coast Guard. The Publisher will pay the difference between the service pay and all allowances, except travel, received by the employee and the company straight-time pay for this period of time. The above clause will not apply to those enlisting for six months military service training period. The schedule on the following page will be used in computing military pay.

Date

SUBJECT:

ACTIVE DUTY PAY

TO:

1. Below named individual is hereby ordered to active duty.

FROM:

TO:

NAME:

RANK:

SERVICE NUMBER:

2. So subject will not suffer loss of wages during active duty the following information is submitted upon training completion:

NUMBER OF YEARS OF MILITARY TRAINING: _____

GROSS SERVICE PAY: \$ _____

SUBSISTENCE: \$ _____

ALLOWANCE: \$ _____

DAILY BASE RATE OF PAY: \$ _____

TAX WITHHELD: \$ _____

NET PAY: \$ _____

(Officer's Signature)

1. Prepare in duplicate.

2. Forward one copy with paragraph one filled out to employer 60 days prior to departure (via employee).

3. Forward one copy with paragraph two filled out after duty completed within 48 hours (via employee).

Work schedule of employee on active training:

DATE:

WORKING WEEK:

ARTICLE XV – MISCELLANEOUS

1. The Publisher shall pay all authorized expenses incurred in the service of the Publisher and shall compensate for the use of an automobile in the service of the Publisher at the following rate:

Effective October 31, 2005: \$0.405 per mile.

Effective January 1, 2006: \$0.445 per mile.

In the event The Sun Times News Group modifies the mileage reimbursement rate for other independent employees based on fluctuation in the IRS rate, such modifications shall apply to bargaining unit employees.

All authorized expenses need to be filed in the pay period in which they were incurred and shall be paid at the next pay period of the filing of the claim.

2. The Guild shall have the right to post bulletins and notices in the editorial department of the Publisher.

3. Non-photographic section employees shall not be required to do photographic work, and photographic employees shall not be required to do non-photographic work.

(a) However, six full-time employees may be designated as combination reporter-photographers. Such employees shall be hired as either a reporter or photographer. No employee hired as a reporter shall be discharged for incompetency as a photographer, and no employee hired as a photographer shall be discharged for incompetency as a reporter. The Guild shall be notified of each such individual so designated.

4. The work of the photo department, in addition to the above, shall include the following:

(a) The taking of all photographs, color and black and white, as assigned specifically by the Publisher or the Publisher's representative as the processing of negative or positive film relating to these specific assignments.

(b) The contact or enlargement printing of film resulting from assigned photographs and transparencies and the making of correction masks and the processing of Type C or bromide separation prints from the same.

5. An employee's byline or credit line shall be used only with the employee's permission.

6. Service with the Gary Printing and Publishing Company, Northwest Publications, Inc., and Post-Tribune Publishing, Inc., shall be counted as service with the present Publisher, Post-Tribune Publishing, Inc., except as specifically set forth in Article VIII – Severance.

7. The Publisher shall provide business travel insurance coverage while in the service of the Publisher with benefits of \$50,000 for accidental death for all employees covered by this collective bargaining agreement.

8. Employees called to serve on juries or to testify in job-related court or administrative proceedings shall receive difference in pay between jury pay and regular pay during periods of such service or appearance. A night-shift employee called and required to serve four (4) or more hours for such service or appearance shall not be required to work on the day or nights so spent. Court or administrative proceedings between the Publisher and the Guild are not covered by this section.

9. Nothing in this agreement shall prohibit the Publisher from using photo correspondents provided that such practice does not deprive a photo department employee of his or her job.

10. Upon application to the department head with the prior approval, the entire cost of tuition, books, and supplies will be reimbursed to employees by the Publisher for job-related studies upon proof of grade performance of “B” or better or its equivalent of “pass” in a pass or fail grading situation.

ARTICLE XVI – NO STRIKE/LOCKOUT

The union, its officers and agents and its employees agree during the term of this Agreement there shall be no strikes, sympathy strikes, work stoppages, slowdowns, intentional interruption of production, delays or suspension of work of any nature, or any other actions to disrupt production of any kind, for any reason; nor a lockout of any employees by the Publisher.

ARTICLE XVII – USE OF INTERNET

Internet access to global electronic services on the World Wide Web is provided to Post-Tribune employees to assist in obtaining work-related data and technology.

Use for the Internet should never interfere with or distract from professional duties.

Any unsolicited pornographic/sexual explicit material should be reported immediately to a manager. Knowing solicitation of such material through the Post-Tribune’s email system can be cause for discipline up to and including suspension or dismissal in accordance with Article VI, Section 1 of the parties’ Collective Bargaining Agreement.

Employees are expressly prohibited from using the Post-Tribune’s Internet and global email resource from knowingly accessing or downloading sexually explicit material unless required by professional duties.

Unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material on the Internet is expressly prohibited.

The equipment, services and technology provided to access the Internet remain at all times the property of the Post-Tribune which reserves the right to monitor use of the Internet on its electronic system.

ARTICLE XVIII – DURATION & RENEWAL

1. Should any provision of this Agreement be in violation of any state or federal law, the remainder of this Agreement shall not be affected thereby. In the event any provision is finally held to be invalid, the parties to this Agreement agree to meet within thirty (30) days to negotiate concerning the modification or substitution of said clauses so held to be invalid.

2. This Agreement shall commence on the day and date the parties sign the Agreement and shall be retroactive to April 14, 2005. It shall expire at midnight on April 13, 2009.

3. At any time one hundred and eighty (180) days prior to the expiration date of this Agreement, the Publisher or the Guild can initiate negotiations for a new Agreement.

For the Post-Tribune:

For the Guild:

By: _____

By: _____

Date: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

APPENDIX A

The table of minimum wage rates set forth in Article III; Section 1 shall be applied to employees on the payroll as of the Agreement's signing in the following manner:

REPORTERS, COPY/DESIGN EDITORS, PHOTOGRAPHERS

The following employees are classified at the top minimum step (After 6 Yrs.) in this classification:

Leslie Adkins, Sharon Bohling, Mark Brattain, Larry Bretts, Lori Caldwell, Jeffrey Coffey, Pamela Dolan, Stephanie Dowell, John Emeigh, Robert Estelle, Andrew Grimm, Brian Hedger, Lisa Hedger, Robert Hollingsworth, Michael Hutton, Robert Kostanczuk, Dorris Lafauci, Mark Lazerus, Patrick Maman, Michael McArdle, Michael Osipoff, James Procter, Carolina Procter, Lisa Schreiber, Karen Snelling, Steve Walsh, Sharlonda Waterhouse, Thomas Wyatt and Tomothy Zorn.

The following employees are classified accordingly:

Danielle Braff -- Step 5, moving to Step 6 no later than 4/26/10.

John Byrne -- Step 5, moving to Step 6 no later than 9/29/09.

Jason Dobbins -- Step 5, moving to Step 6 no later than 1/12/11.

Steve Gorches -- Step 3, moving to Step 4 no later than (date of fourth anniversary of promotion) and to each remaining step in increments of not less than one year each.

Christin Nance -- Step 5, moving to Step 6 no later than 1/10/11.

Brian Pierro -- Step 4, moving to Step 5 no later than 9/7/09 and to Step 6 no later than 9/7/10.

Arleen Sandrick -- Step 5, moving to Step 6 no later than 12/29/09.

Jonathan Seidel -- Step Start, moving to Step 1 no later than 10/18/05 and to each remaining step in increments of not less than one year each.

Diane Spivak -- Step 5, moving to Step 6 no later than 1/24/11.

James Stinson -- Step 5, moving to Step 6 no later than 8/20/09.

Michelle Witowski -- Step 5, moving to Step 6 no later than (date of sixth anniversary of promotion).

DEPUTY EDITORS

The following employees are classified at the top minimum step (After 6 Yrs.) in this classification:

David Bartman, Justin Breen, Peggy Glennie, Jeffrey Nicholls, Joseph Puchek, John Updike and Julie VanGilder.

The following employee is classified accordingly:

Susan Steele -- Step 5, moving to Step 6 no later than 3/22/10.

CRITICS, COLUMNISTS, EDITORIAL WRITERS, SPECIALTY PAGE DESIGNERS AND GRAPHIC ARTISTS

The following employees are classified at the top minimum step (After 6 Yrs.) in this classification:

James Gordon and Mark Thurman.

EDITORIAL ASSISTANTS, CLERKS AND LIBRARIANS

The following employees are classified at the top minimum step (After 3 Yrs.) in this classification:

Tonya Cheairs, Carol Chisholm and Valerie Johnson.

The following employees are classified accordingly:

Joy Holliday -- Step Start, moving to Step 1 no later than 11/1/05 and to each remaining step in increments of not less than one year each.

William Komanecki -- Step Start, moving to Step 1 by one year's full-time equivalence from 12/13/05 and to each remaining step in increments of not less than one year each, based on full-time equivalence.

Cynthia Reyna -- Step Start, moving to Step 1 no later than 1/3/06 and to each remaining step in increments of not less than one year each.

APPENDIX B

The following individuals are eligible for premium pay when they work a qualifying shift in accordance with the first paragraph of Section 4 in Article III. This Appendix B shall have no application as of April 14, 2008, since all bargaining unit employees will then be eligible for such premium pay when they work qualifying shifts in accordance with Section 4 of Article III.

Bartman, David
Brattain, Mark
Bretts, Larry
Caldwell, Lori
Chisholm, Carol
Gordon, Jim
Johnson, Valerie
Kostanczuk, Bob
Maman, Pat
Procter, James
Snelling, Karen
Witowski, Michelle
Zorn, Tim

Ms, Boni Fine
President & Publisher
Post Tribune
1433 E. 83rd Avenue
Merrillville, IN 46410-6307

Dear Boni:

In negotiations leading to our Post Tribune Agreement, dated April 13, 2003, the parties discussed their practices with respect to Sections 7 and 8 of Article V. The purpose of this letter is to describe our understanding of those practices and to clarify for the record our intention to continue those practices with respect to the application and interpretation of these two sections.

Section 7 of Article V uses the phrase, “except by mutual agreement between the Publisher and the Guild,” to describe the basis for a deviation from the scheduling requirements of that Section. In practice, this has meant that the editor and the employee involved have reached a scheduling accommodation that is acceptable to both of them. It has not been the practice of the Guild to object to any such arrangement and the parties agreed to the language set forth in Section 7 with the understanding that this practice shall continue.

Section 8 of Article V uses the phrase, “except by mutual consent,” to describe the basis for making an exception to the required time frame for schedule changes. The intent of this language, as reflected by the practices of the parties, is that changes in work schedules posted in accordance with Section 8 may be made if they are acceptable to the editor and the employee involved. It has not been the practice of the Guild to object to any such arrangement and the parties agreed to the language set forth in Section 8 with the understanding that this practice shall continue.

Sincerely,

Mike Puente
President
Newspaper Guild of Gary

Renewed:

For Post-Tribune:

For the Guild:

Date

Date