

AGREEMENT

Between

THE NEWS-SUN

A Division of Fox Valley Publications, Inc.

and

THE CHICAGO NEWSPAPER GUILD LOCAL No. 34071

The Newspaper Guild AFL-CIO

Effective March 1, 2002

Through

February 28, 2007

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## **AGREEMENT**

1. This Agreement is made this \_\_\_\_\_ day of April, 2004, between The News-Sun, a division of Fox Valley Publications, Inc., hereinafter called the Publisher, and the Chicago Newspaper Guild Local No. 34071, a local chartered by The Newspaper Guild, AFL-CIO, hereinafter called the Guild, for itself and on behalf of all employees of the Publisher in the Editorial Department of The News-Sun.
2. Specifically excluded from the provisions of this Agreement are the Managing Editor, Secretary to the Editor and Managing Editor, Assistant Managing Editor/Systems Editor, News Editor, Sports Editor, Features Editor, Photo Editor, Opinion/Editorial Page Editor, City Editor, and all supervisors, managers and confidential employees as defined by the National Labor Relations Act, as amended.

### **ARTICLE I - JURISDICTION AND WORK ASSIGNMENT**

1. The jurisdiction of the Guild is that work presently performed by employees within the unit covered by this contract and work which may be assigned by the Publisher to be performed by employees within the unit.
2.
  - (a) Supervisors and managers may be assigned work within the jurisdiction of the Guild of the type that has been historically performed by supervisors and managers.
  - (b) Independent contractors may be contracted with to perform work within the jurisdiction of the Guild, provided these individuals function as independent contractors and not as employees of the Publisher. Independent contractors will not be assigned to perform the work of a full-time employee during such time the employee is on layoff and subject to recall.
  - (c) The Employer may assign additional work to bargaining unit employees which is not within the jurisdiction of the Guild including, but not limited to, work similar in skill or functions to the kind of work within the jurisdiction of the Guild, and that work shall be performed. The assignment of such additional work shall not add to, subtract from, or otherwise modify the jurisdiction of the Guild.
3. Nothing contained in Article I, Section 2, shall be construed as either modifying or giving the Employer the right to modify either the definition of the appropriate bargaining unit or the definition of the jurisdiction of the Guild.
4. The Publisher may assign or reassign page design work and the pagination of newspaper pages which may have previously been assigned to Guild covered employees, to other employees of Fox Valley Publications, Inc., or any of its subsidiaries or divisions. Assignment of such work shall not result in the transfer of the local copy editing functions to other employees of Fox Valley Publications, Inc., nor shall the assignment or reassignment of such work result in the subsequent layoff of copy editors covered by this agreement. This agreement, however, does not constitute a guarantee of the number of individuals included in the bargaining unit, nor preclude the Company from exercising its rights under Article XV, concerning economic layoff.

## **ARTICLE II - UNION SECURITY**

1. During the term of this Agreement, each permanent employee covered by the Agreement shall be required, as a condition of continued employment, beginning forty (40) days after employment in the unit or forty (40) days after the signing of the Agreement, whichever comes later, to pay to the Union a periodic service charge. The service charge shall be in the same amount as the Union's regular dues, exclusive of initiation fees and special assessments.
2. At the request and direction of any employee who is a member of the Chicago Newspaper Guild, made upon the following form (see Addendum I), and until such request is revoked in accordance with its provisions, the Publisher shall deduct from his/her salary the membership dues of such employees accruing to the Guild. The Publisher agrees to pay to the order of the treasurer of the Chicago Newspaper Guild on or before the 20th day of each month the amounts so deducted from the salaries of its employees, accompanying the same with a list of the names of employees from whose salaries such deductions were made and the amount withheld from each.
3. In the absence of an existing request and direction, all requests and directions for dues deductions shall be made in writing upon the following form (see Addendum I) and shall be filed with the paymaster of the Publisher.

## **ARTICLE III - EMPLOYMENT PREFERENCE**

1. In the event the Publisher finds it necessary to fill vacancies or requires additional employees in covered positions in the Editorial Department, the Publisher shall notify the Guild of such vacancies. The Guild may thereupon submit to the Publisher within one (1) week after notification, the names of qualified candidates for such positions.
2. The Publisher retains the right to select any employee for such positions, and may or may not choose from the list or lists submitted by the Guild.
3. Hiring will be without regard to age, sex, race, creed, color or national origin.

## **ARTICLE IV - PART-TIME AND TEMPORARY EMPLOYEES**

1. A part-time employee shall be considered one who works twenty (20) hours a week or less. A temporary employee shall be considered one who is employed on a special project for a limited time. The Publisher shall inform the Guild of the nature of such project and its duration.
2. Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly minimum wage to which they are entitled by their newspaper experience. Temporary employees may be paid on an hourly basis equivalent to the beginner weekly minimum wage rate for the classification or that rate within the classification appropriate as determined by the Publisher.
3. In addition to this Article, part-time employees will continue to be covered only by the following Articles of the Agreement:
  - (a) Overtime
  - (b) Grievance procedure

- (c) Union security
- (d) Unpaid leaves of absence
- (e) Promotion and transfer
- (f) Minimum Wages (Article VI) as clarified by Section 2 of Article IV.
- (g) Security
- (h) Miscellaneous

Part-time employees may purchase group insurance at their own expense at the group rates in accordance with the provisions of the insurance contract. Temporary employees will not be subject to the economic provisions of the Agreement except as stated in Section 2 in Article IV above, and will be provided only those benefits mandated by State or Federal law. Temporary employees may be discharged for any reason and such discharge will not be subject to the grievance and arbitration provision of the Agreement.

- Part-time employees will receive vacation pay based on the schedule included in Article XII Vacations, on a prorated basis based on their average hours worked in the previous 12 months.
  - Part-time employees who have completed 2 years of service will receive 12 hours paid sick leave per year.
  - Part-time employees will be granted funeral leave for one day to attend the funeral of an immediate family member as defined in Article XIX Bereavement.
  - Part-time employees will receive holiday pay at the rate of one and one half times their regular rate for those hours worked during a designated holiday period.
4. Part-time and temporary employees shall not be employed where such employment would eliminate or displace a regular or full-time employee. This protection applies only to individuals and not to vacant positions.
  5. The Publisher may employ interns for up to 180 days to work in the editorial department and/or allow interns to work in the department in the following manner:
    - a. All interns must be affiliated with and/or a participant in an internship recognized by an accredited academic institution. Upon employment of an intern, the Publisher shall furnish information regarding such accreditation to the Guild.
    - b. Interns shall not be employed where such employment would eliminate or displace a regular employee.
    - c. Interns working 90 days or less - the Publisher will determine the employment status, wages and working conditions of the intern and they will not be members of the bargaining unit. Interns shall be paid a weekly wage rate of not less than \$350.00.

91-180 days maximum - the Publisher will pay no less than minimum scale for the appropriate position classifications, and the intern shall be covered by all the provisions of the contract except those listed below:

Article XI - Severance Pay

Article XII - Vacations

Article XV - Security

Article XVII - Military Service

Article XVIII - Leaves of Absence

Article XX - Transfers and Promotions

Article XXI - Group Insurance

Article XXII - Savings and Investment

Article XXIII - Miscellaneous Section 9 only

- d. The Publisher may unilaterally terminate any internship at his discretion.
- e. The Publisher may have no more than two (2) interns at The News Sun at any given time.

**ARTICLE V - INFORMATION**

1. The Publisher shall supply the Guild on request, not more than four (4) times a year, and in grievance cases, with a list containing the following information for all covered employees on the payroll:
  - (a) Name, address, telephone number, sex, date of birth and social security number.
  - (b) Date of hiring.
  - (c) Classification.
  - (d) Experience rating and experience anniversary.
  - (e) Salary, including a description of commission or bonus arrangements.
2. The Publisher shall notify the Guild in writing of:
  - (a) All merit increases granted, by name of employee, individual amount, resulting new salary and effective date.
  - (b) Step-up increases paid, by name of employee, individual amount, resulting new salary and effective date
  - (c) Changes in classification, any salary changes by reason thereof, and effective date.
  - (d) Resignations, retirement, 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 Publisher shall furnish the Guild in writing with the data specified in Section 1 for each such new employee.

**ARTICLE VI - MINIMUM SALARIES**

1. Merit pay differentials for those employees actively employed at the time of signing will be maintained for the term of the Agreement at existing levels. Scheduled top minimum weekly wage increases included in this Section will not be applied to merit pay differentials.

<u>CLASSIFICATION</u>	<u>3/1/02</u>	<u>3/1/03</u>	<u>3/1/04</u>	401(k) Cont. <u>7/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>
CITY ED	\$911.17	\$929.39	\$947.98	\$976.42	\$995.38	\$1,014.71
COPY DESK CHIEF	\$905.49	\$923.60	\$942.08	\$970.34	\$989.18	\$1,008.40
<b>COPY EDITORS/PAGE DESIGNERS</b>						
Beginners	\$521.99	\$532.42	\$543.07	\$559.37	\$570.23	\$581.31
After 6 months	\$606.08	\$618.21	\$630.57	\$649.49	\$662.10	\$674.96
After 1 year	\$624.27	\$636.76	\$649.49	\$668.98	\$681.97	\$695.22
After 2 years	\$679.44	\$693.03	\$706.89	\$728.10	\$742.24	\$756.66
After 3 years	\$742.65	\$757.50	\$772.65	\$795.83	\$811.29	\$827.05
After 4 years	\$826.94	\$843.48	\$860.35	\$888.16	\$903.37	\$920.92
After 5 years	\$894.91	\$912.81	\$931.06	\$958.99	\$977.61	\$996.61
<b>REPORTERS, RE-WRITE &amp; PHOTOGRAPHERS</b>						
Beginners	\$513.41	\$523.67	\$534.15	\$550.17	\$560.86	\$571.75
After 6 months	\$573.68	\$585.15	\$596.86	\$614.76	\$626.70	\$638.87
After 1 year	\$616.68	\$629.02	\$641.60	\$660.84	\$673.68	\$686.76
After 2 years	\$671.88	\$685.32	\$699.03	\$720.00	\$733.98	\$748.24
After 3 years	\$735.11	\$749.82	\$764.81	\$787.76	\$803.05	\$818.66
After 4 years	\$819.38	\$835.76	\$852.48	\$878.05	\$895.10	\$912.49
After 5 years	\$887.34	\$905.09	\$923.19	\$950.88	\$969.35	\$988.18
<b>LIBRARIAN</b>						
Beginners	\$509.10	\$519.28	\$529.67	\$545.56	\$556.15	\$566.96
After 1 year	\$554.35	\$565.44	\$576.75	\$594.05	\$605.58	\$617.35
After 2 years	\$606.45	\$618.58	\$630.95	\$649.88	\$662.50	\$675.37
After 3 years	\$667.19	\$680.54	\$694.15	\$714.97	\$728.85	\$743.01
<b>CLERK TYPIST</b>						
Beginners	\$332.23	\$338.88	\$345.66	\$356.03	\$362.94	\$369.99
After 6 months	\$348.86	\$355.84	\$362.95	\$373.84	\$381.10	\$388.51
After 1 year	\$374.75	\$382.24	\$389.89	\$401.58	\$409.38	\$417.34
After 2 years	\$399.33	\$407.32	\$415.45	\$427.93	\$436.24	\$444.71
After 3 years	\$431.24	\$439.86	\$448.66	\$462.12	\$471.09	\$480.24

EDITORIAL ASSISTANT

Beginners	\$399.51	\$407.50	\$415.65	\$428.12	\$436.44	\$444.92
After 1 year	\$447.73	\$456.68	\$465.82	\$479.79	\$489.11	\$498.61
After 2 years	\$499.39	\$509.38	\$519.57	\$535.15	\$545.55	\$556.14
After 3 years	\$548.22	\$559.18	\$570.37	\$487.48	\$598.89	\$610.52

2. The Publisher agrees to give at least thirty (30) days notice before a bi-weekly pay period would go into effect. Employees will be offered a direct deposit option providing their financial institution will accept direct deposits. Pay dates to coincide with the beginning of the payroll period when the Publisher moves to a bi-weekly payroll period.

**ARTICLE VII - GENERAL WAGE PROVISIONS**

1. In the application of the foregoing schedule of minimums, experience shall include all regular employment in comparable work. Employees shall be classified as to job title and experience by the Publisher.
2. An employee who works in more than one (1) classification shall receive the rate of pay of the higher classification for the time spent in the higher classification or three dollars (\$3.00) per shift, whichever is the greater. An employee who works in the City Editor's position is to receive at least four dollars (\$4.00) per shift in addition to his or her regular salary. In the application of this Section, two (2) hours shall be considered a shift. An employee who works less than two (2) hours in a higher classification shall not be eligible for such differential.
3. An employee who substitutes for the Sports Editor, Features Editor, City Editor or News Editor for more than one-half of a regular day's shift shall receive his/her regular pay, plus an additional ten percent (10%) of his/her pay for each day.
4. An employee assigned to work any shift that includes hours between 6 p.m. and 6:30 a.m. shall be compensated at the rate of one dollar and fifteen cents (\$1.15) per hour for each hour worked within that period, with a minimum of three dollars (\$3.00) per shift. A Sunday differential of one dollar (\$1.00) per hour for each hour worked that day, with a minimum of three dollars (\$3.00) per shift, shall also apply. This section does not apply in the event such work is compensated for at the overtime rate. An employee assigned to direct a special advertising section will receive a differential of \$2.50 per shift for each shift devoted mainly to work on that section. This section does not apply in the event such work is compensated for at the overtime rate.
5. There shall be no reduction in the night differential for vacations or the operation of the holiday clause.
6. There shall be no reduction in salaries during the life of this Agreement.
7. All new employees shall be covered by the provisions of this Agreement, except Section 1, Article XV, for the first forty (40) days worked of their employment, after which they shall be covered by all the terms of this Contract.

8. Minimum wages established herein are minimums only; individual merit shall be acknowledged by increase above the minimums. The Guild reserves the right to bargain on individual merit increases. The Publisher shall review the performance of all employees at least every six (6) months for merit increase purposes.

### **ARTICLE VIII - COURT DUTY**

1.
  - (a) An employee called for jury duty shall be paid the difference between any compensation received by the employee as a juror and his/her regular weekly wage.
  - (b) In the event an employee is on a jury call, but shall not be selected for jury duty, but shall be excused for the day or portion of the day calling for such duty; then such employee shall return for work assignment to The News-Sun for the balance of such day or work day scheduled as may remain after reporting for jury duty as required.
2.
  - (a) Employees will be permitted an unpaid leave of absence to attend non-company related court appearances not to exceed three (3) work days per calendar year. Unpaid court appearance leave may be extended at the discretion of the Publisher.
  - (b) In no event shall any such payment apply where The News-Sun or its subsidiaries or any officers are parties defendant to such cause, unless called to testify in behalf of The News-Sun or its subsidiaries or any officers, pending in any such court.

### **ARTICLE IX - HOURS AND OVERTIME**

1. The five (5) day, thirty-six and one fourth (36-1/4) hour week shall obtain.
2. The working day shall consist of seven and one fourth (7-1/4) hours falling within seven and three fourths (7-3/4) consecutive hours or seven and one fourth (7-1/4) hours falling within eight and one fourth (8-1/4) consecutive hours, depending upon the wishes of the employee.
3.
  - (a) In the event the Publisher has a need to schedule overtime work, volunteers will be sought to cover such work. If sufficient volunteers in the appropriate classification are not available, the Publisher may require employees to work the overtime assignment.
  - (b) By mutual agreement of the Parties, compensatory time off may be granted in lieu of pay for authorized overtime, subject to any legal limitations. Such compensatory time off shall be at the appropriate rate: i.e., an employee who works an hour of authorized overtime would qualify for one and one half (1-1/2) hours compensatory time off.
  - (c) Compensatory time off will be taken at times which are mutually agreed upon, except the Publisher reserves the right to pay for overtime in cash.
4. Work performed by an employee on his/her sixth or seventh day within the work week shall be compensated for at the rate of time and one-half for actual time worked, with a minimum of a regular day's pay for each day worked.

5. The Publisher shall post a work schedule at least two (2) weeks in advance, provided that shorter notice may be given if two (2) weeks notice is not practicable.
6. The Publisher shall keep a record of all overtime payments. This record may be examined by the Guild at reasonable times.
7. There shall be no pyramiding of overtime pay provisions.

#### **ARTICLE X - HOLIDAYS**

1. The following holidays, or days celebrated as such, shall be granted to employees with full pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
2. The work week in which any of the above holidays falls shall consist of four (4) days totaling twenty-nine (29) hours, excluding the holiday, and all time worked beyond the four (4) days or twenty-nine (29) hours shall be paid for at the rate of time and one-half.
3. An employee required to work on any holiday shall be paid at the rate of time and one-half with a minimum of a full day's pay at the time and one-half rate in addition to his/her regular weekly salary.
4. An employee whose day off falls on a holiday, or whose vacation time shall include a holiday, shall receive an additional day off at another date.
5. In addition to the holidays enumerated above, employees shall be granted annually a day off with pay. This day off to be arranged by the employee and the Managing Editor.
6. In scheduling holiday shifts, the company will post a list of the holidays designating the number of and classification of employees required for each. For the holidays of Easter Sunday, Memorial Day, Fourth of July and Labor Day, the list will be posted by March 1. For the holidays of Thanksgiving, Christmas and New Years, the list will be posted by September 1. Qualified employees may indicate their interest in volunteering for the required work during the next two weeks. If insufficient qualified employees volunteer, the company may designate employees to work the required holidays and shall inform employees within two weeks which holidays they will be required to work. In scheduling employees, the company will attempt to avoid requiring an employee to work two consecutive holidays.

#### **ARTICLE XI - SEVERANCE PAY**

1. When an employee is laid off for economic reasons or is involuntarily terminated for not performing his/her job skill requirements to an acceptable level and the reason for termination does not involve disciplinary action of any kind, the employee shall receive severance pay in a lump sum equal to two (2) weeks pay for each year of service to a maximum of thirty-four (34) weeks of pay. A minimum of six (6) weeks pay will be paid to any regular full-time employee. No severance pay will be paid to temporary or part-time employees.

2. Severance pay shall not be paid when discharge is for proved dishonesty, gross misconduct, repeated willful misconduct after a warning, or when discharge is self-provoked for the purpose of collecting severance pay.
3. An employee who is rehired after being laid off in accordance with Article XV who has previously received severance pay becomes a new employee of the Publisher on the date of rehire for the purpose of calculating future severance pay benefits should he/she be laid off again.

**ARTICLE XII - VACATIONS**

1. Employees shall receive an annual vacation with payment of regular salaries according to the following schedule: Employees are entitled to two (2) weeks of paid vacation after completing their first year of service with the Publisher. One (1) of these two (2) weeks may be taken after the completion of six (6) months of service. Two (2) weeks may be taken in each employee anniversary year after the second and third employee anniversary dates. Three (3) weeks may be taken in each employee anniversary year after the fourth through eleventh employee anniversary dates. Four (4) weeks may be taken in each employee anniversary year after the twelfth through twenty-second employee anniversary dates. Five (5) weeks may be taken in each employee anniversary year thereafter.
2. Vacations shall be arranged according to seniority. However, such seniority must be exercised not later than March 1st of any given calendar year.
3. Upon termination of employment, an employee (or his/her estate in case of death) shall receive pay for vacation time to which he/she is entitled under Section 1 of this Article, earned but not taken. In addition, he/she shall receive vacation pay according to the following schedule, computed from the anniversary date of his/her employment:

After 1 year of service	1 day for each 25 working days
After 4 years of service	1 day for each 16 working days
After 12 years of service	1 day for each 12 working days
After 23 years of service	1 day for each 9 working days

Employees hired within the first 6 months of a year will receive 2 weeks of vacation to be taken that year. Any employee hired the last 6 months of the year will receive one week of vacation to be taken that year.

4. If an employee, at the request of the Publisher, has not taken all his/her vacation in his/her anniversary year, he/she may carry over unused vacation time to the subsequent anniversary year.
5. The fourth and fifth vacation weeks shall be taken at times mutually agreed upon by the Publisher and the employee, except they must be taken during the anniversary year in which they are due unless carried over at the request of the Publisher.

### **ARTICLE XIII - SICK LEAVE**

1. (a) All regular employees who have three (3) months service with the Publisher shall be allowed ten (10) days sick leave with full pay during any calendar year. An employee may accumulate unused sick leave to a maximum of seventy-eight (78) days. An employee may elect to take these days a day at a time or on a prorated basis at a rate of sixty percent (60%) pay per day off on short-term disability if a physician's statement verifying the expected duration of the disability is submitted to the Company.
- (b) An employee may be compensated for time lost because of catastrophic illness or injuries which would render him/her unable to perform his/her duties for a period which would exceed the amount of sick leave the employee has accumulated. These cases shall be judged by the Publisher on a case-by-case basis.
2. No deductions shall be made for sick leave from overtime or vacation credited or to be credited to the employee.
3. (a) The Publisher may request that an employee absent from work furnish a physician's statement regarding the reasons for absence where sick leave abuse is reasonably suspected. No employee will be requested to obtain a physician's statement for a prior illness after being allowed to return to work. The Publisher retains the right to select the physician and the cost of obtaining such a statement will be borne by the Publisher.
- (b) If a question exists regarding the employee's fitness for work, the Publisher may require the employee to submit to a physical examination. The extent of the information to be furnished to the Publisher will be limited to only that information which relates to the employee's fitness for work, and may be shared only with supervisory personnel having a need to know. A copy of the doctor's report shall be furnished, upon request, to the employee.
- (c) Where the Publisher requires an employee to submit to a physical examination, as specified in Section 3(b) of this Article, the costs of such examination shall be borne by the Publisher.

### **ARTICLE XIV - ADJUSTMENT OF GRIEVANCES**

1. Should differences arise as to the interpretation, meaning or application of this Agreement, there shall be no strikes, lockouts, interruptions, suspensions or slowdowns of work on account of such differences, but an earnest effort shall be made to settle such differences; except that disagreements concerning the wages, benefits and terms and conditions of employment for newly added employees shall not be subject to the grievance and arbitration provisions of this article. (This exception will not apply to "newly hired" employees.)
2. The Guild shall designate a committee of its own choosing to take up with the Publisher or his authorized agent any matter arising from the interpretation, meaning or application of the Agreement, or affecting the relations of the employees and the Publisher. A grievance must be filed within ninety (90) days following the date of occurrence upon which the grievance is based.
3. The Publisher or his authorized agent agrees to meet with the committee within five (5) days after request for such meeting. The request shall be in writing and shall state the purpose of such meeting.

4. Any matter arising from the interpretation, meaning or application of this Agreement (except renewal of this Contract) not satisfactorily settled within two (2) weeks of its final consideration, unless the time shall be extended by mutual agreement, may be submitted to final and binding arbitration by either Party. The arbitrator shall be selected in the following manner: one (1) representative shall be selected by the Guild and one (1) representative shall be selected by the Publisher. These two (2) representatives shall select the arbitrator. Each Party shall pay the expenses and compensation of the representative it selects and the expenses and compensation of the arbitrator shall be shared equally by the Guild and the Publisher, except that neither Party shall be obligated to pay any part of the cost of a stenographic transcript of the proceedings without express consent.
5. In the event the Parties are unable to resolve the grievance in accordance with Section 4 of this Article, the complaining Party may submit a request for an arbitrator within two (2) weeks. The request for a panel of arbitrators shall be made to the Federal Mediation and Conciliation Service for a panel of nine (9) arbitrators. Each Party may reject the entire list and request a second within five (5) days of receipt of the original list.

Within ten (10) days of the receipt of an acceptable list, the Parties shall alternately strike a name from the list until one (1) remains. The Party striking first will be determined by the flip of a coin. The Parties shall notify the Director of the result and the remaining nominee shall be designated by said Director as the arbitrator. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator so selected shall be borne jointly by the Guild and the Publisher except that neither party shall be obligated to pay any part of a stenographic transcript of the proceedings without express consent. The Parties may by mutual agreement extend these deadlines on any individual grievance.

6. The arbitrator's decision shall be limited to determining specific questions submitted for adjudication, and the arbitrator shall have no power to add to, subtract from, change or modify any provision of this Agreement, but shall be authorized only to interpret the existing provisions of the Agreement and apply them to the specific facts of the dispute.

#### **ARTICLE XV - SECURITY**

1. There shall be no discharge except for just and sufficient cause. In the case of reduction of the work force, the Guild and the employee shall be notified in writing at least two (2) weeks in advance of said layoff. The Guild and the employee shall be given a written statement of the reasons for any discharge at the time of the discharge.
2. There shall be no dismissal as a result of putting this Agreement into effect.
3. There shall be no dismissal of or any other discrimination against any employee because of his/her membership or activity in the Guild, or because of age, sex, race, creed, color, national origin, or political belief, provided that such political beliefs are not detrimental to the Publisher's business or its product.

4. There shall be no dismissals as a result of the introduction of new or modified processes or equipment. New or modified processes or equipment which would introduce new jobs or alter the content of the existing job classifications shall not be put into effect until after three (3) months notice to the Guild, and any reduction in the work force made possible by such changes will be effected by attrition.
5. Prior to making changes in the composition of the work force or involuntary reductions in the work force, the Publisher will meet with the Guild to discuss the proposed changes and their effect on the employees.
6. (a) Reduction in the work force will be done based on inverse seniority in the following classifications:
  - 1) Reporter
  - 2) Copy Editor (including Page Designer, Copy Desk Chief, and Sports Copy Editor)
  - 3) Photographer
  - 4) Clerical (including Clerk/Typist, Editorial Assistant, and Librarian)

Temporary employees (if any) shall be laid off first by inverse seniority within the affected classification(s) described above. Part-time employees (if any) shall be the next laid off by inverse seniority within the affected classification(s) described above. Regular full-time employees will then be laid off by inverse seniority within the affected classification(s) described above. Rehire shall be in the inverse order of the layoff. Two (2) weeks notice shall be given to the Guild and the employees as required by Section 1.
- (b) Any employee laid off from a position classification who has been promoted or transferred from another position classification or who possesses adequate previous experience or training to perform work within another classification may bump to the other classification, if there is an employee with less company seniority, at his/her request provided he/she is capable of performing the job. The employee bumping into the classification will be paid the wages for that classification. The less senior employee will be bumped from the position and subsequently laid off or may exercise similar bumping rights if he or she meets the qualifications of this Section.
- (c) Prior to an involuntary reduction in the force, the Publisher will offer to any Guild employee within the position classification the opportunity to voluntarily resign and receive severance pay. If more employees volunteer than are necessary, the more Company senior employee shall be given first opportunity to accept the offer. Any employee who voluntarily resigns and receives severance pay will be considered to have terminated his/her employment and will not be subject to rehire rights.
7. If there are not sufficient volunteers, the Publisher may transfer the least senior employees from the classification to be reduced in number to the next lower classification.
8. Before there are any involuntary reductions in staff, the Publisher shall meet with the Guild to discuss means of avoiding or alleviating such reductions.

9. Employees dismissed for economic reasons shall retain their seniority for eighteen (18) months for purposes of recall. Such employees shall leave their addresses with the Publisher and the Guild, and shall contact the Publisher within ten (10) days after the Publisher's notice of recall has been delivered to said address by certified mail, return receipt requested.
10. Part-time employees shall be considered to have seniority relative to each other, but shall not be considered to have greater seniority than any full-time employee. Should a part-time employee become a full-time employee, full-time seniority shall begin with the date of becoming a full-time employee, although service and experience as a part-time employee shall be credited in the computation of pay and benefits as a full-time employee.

#### **ARTICLE XVI - EXPENSES**

1. Employees who are authorized by the Publisher on occasion to use their own car in the service of the Publisher shall be compensated at the rate of thirty (\$.30) cents per mile.

If, during the term of this Agreement, the Publisher increases the standard per mile mileage reimbursement rate for all other News-Sun employees, the same adjustment will be made in the aforementioned rate of thirty (\$.30) cents per mile.

2. The Publisher's present policy of full payment of legitimate expenses incurred by employees in the course of employment shall be continued.

#### **ARTICLE XVII - MILITARY SERVICE**

1. Any employee who leaves the employment of the Publisher to enter the military service of the United States government shall be considered an employee on leave of absence, and on release from such service shall resume his/her position or a comparable one with a salary no less than what he/she would have received if his/her service with the Publisher had been continuous.
2. Time spent in the service shall be considered service time with the Publisher in computing severance pay, experience rating, vacations and all other benefits which depend in whole or in part upon the length of service with the Publisher.
3. If an employee, upon his/her return from such service, is found to be physically incapacitated to the extent that he/she is unable to resume his/her former employment, the Publisher shall make all efforts to place him/her in other acceptable employment and shall consult with the Guild thereon.
4. Application for resumption of employment must be made within ninety (90) days after termination of such service, plus travel time from place of separation to place of employment.
5. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his/her previous position and salary, but at not less than the current minimum for that position. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which he/she was promoted. In the event of a subsequent permanent change of classification, the employee shall receive full experience credit in such new classification for the period in which he/she was already engaged in such classification.

6. An employee hired as a replacement for one entering such service shall be covered by all of the provisions of this Agreement, except by Sections 1, 2, 3 and 4 of this Military Service Article, and, except that such employee, on entering such military service, shall be construed as a dismissed employee and shall be given accumulated severance and prorated vacation pay.
7. An employee hired as a replacement for one entering the service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.
8. Leaves of absence shall be granted to employees for required annual training service or emergency service, not to exceed forty-five (45) days, with the National Guard and the Army, Navy, Marine, Air Force or Coast Guard Reserve. In the event the employee's service pay is less than what he/she was receiving as an employee of The News-Sun, then the Publisher will pay the employee an amount equal to the difference between his/her service pay and his/her News-Sun pay for the duration of such military leave.

#### **ARTICLE XVIII - LEAVES OF ABSENCE**

1. Written requests for leaves of absence other than for military service will be considered by the Publisher. If such leaves are of reasonable duration and will not disrupt the operation of the business of the Publisher, such leaves shall be granted.
2. Employees named delegates to The Newspaper Guild or AFL-CIO conventions, both national and local, and as delegates to special meetings of The Newspaper Guild, shall be granted leaves of absence not to exceed two (2) weeks, on written request of said employee. Employees elected or appointed, to positions in the Guild shall be granted leaves of absence not to exceed their official term of office, up to a maximum of two (2) years, and the employees hired as replacements may, at the full discretion of the Publisher, be designated as temporary employees.
3. Leaves of absence under this Article shall not constitute breaks in continuity of service in the computation of vacations and other benefits under this Contract, but may be deducted in computing severance pay.
4. Maternity leaves of absence of up to six (6) months will be granted with pay for at least four (4) weeks, and may be extended in accordance with the provisions of Section 1 of this Article. Such leaves shall not constitute breaks in continuity of service in the computation of pay, vacations and other benefits under this Contract. Further, the employee, on her return, shall be offered the same or a comparable position.
5. A leave of absence may be granted to any employee who requests such leave for service with the Peace Corps, Vista or similar.
6. The Publisher's past practice and policy on leaves of absence in the event of family-connected emergency shall continue.

## **ARTICLE XIX - BEREAVEMENT**

In the event of a death in the employee's immediate family (mother, father, husband, wife, brother, sister, mother-in-law, father-in-law, stepfather, stepmother or the employee's children), the employee will be granted a maximum of three (3) days off and shall be paid only for the actual time lost within the scheduled work week at his or her straight-time rate, and only one (1) day off with pay in the event of the death of a grandmother, grandfather, sister-in-law or brother-in-law. In all cases one (1) day must be used in attending the funeral. In the event an employee is a pallbearer in the event of the death of someone other than the foregoing, one (1) day's leave with pay shall be granted, except that the number of employees on such leave at one (1) time would be subject to limitation so as not to disrupt the operation of the business of the Publisher. In the event of the death of an employee of The News-Sun, every effort will be made to allow time off for employees desiring to attend the funeral, subject to limitations so as not to disrupt the operation of the business of the Publisher.

## **ARTICLE XX - TRANSFERS AND PROMOTIONS**

1. No employee shall be transferred by the Publisher to another enterprise in the same city or to another city outside of Lake County, whether in the same enterprise conducted by the Publisher (or by a subsidiary, related or parent company of the Publisher) without the employee's consent and payment of all transportation and other moving expenses of himself/herself and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.
2. Present employees will be given first consideration for all vacancies in higher classifications. Notice of all vacancies shall be posted on the bulletin board and given to the Guild. Employees desiring to fill such vacancies shall submit written application within five (5) working days of such posting.
3. Any employee offered promotion shall have the right to decline such offer. Any employee accepting promotion shall, on a determination of dissatisfaction by himself/herself or the Publisher, no later than thirty (30) days after said promotion, have the right to return to his/her previous position or a comparable one with a salary no less than what he/she would receive had he/she remained in the lower classification.

## **ARTICLE XXI - GROUP INSURANCE**

1. The Publisher agrees to make available to its employees, and the dependents of such employees, the insurance plan which is in effect for all independent employees for hospital care, physical, dental, life insurance, vision and major medical coverage.

The Publisher reserves the right to unilaterally modify, amend or substitute new plans, or benefits at anytime without bargaining with the Union, so long as any unilateral modification(s), amendment(s) or substitute plan(s) or benefits remain the same as those provided to all other eligible participants.

Employee contributions for group insurance will be the same as independent employees contributions.

2. Should the Chicago Newspaper Guild, Local 34071, take over the administration of health, dental, and eye care plans, the Publisher agrees to contribute an amount equal to the Publisher's obligations to the current plan(s) towards the new plan(s).

Should the Chicago Newspaper Guild, Local 34071, elect to take over the administration of the health, dental, and eye care plan(s) the total obligation of the Publisher is to send the agreed upon contribution and appropriate employee deduction to the Chicago Newspaper Guild, Local 34071, selected health care provider(s).

The Chicago Newspaper Guild, Local 34071, agrees to give the Publisher at least sixty (60) days prior notice in writing of its intent to take over the administration of the health, dental, and eye care plan(s).

3. Unit employees will be offered the same life insurance benefits offered to non-union employees in accordance with the plan provisions, providers, carriers and plan administrators.
4. During the term of this Agreement, the Publisher will continue to provide group life insurance and AD&D benefits, and weekly disability benefits.
5. Full-time employees may choose to be covered by the Long Term Disability Insurance Plan, in accordance with the terms of the Plan, by payment of the required premiums.

#### **ARTICLE XXII – PRE-TAX ADVANTAGE SAVINGS SYSTEM 401(K) PLAN**

1. In exchange for deleting the requirement that the Publisher continue making a matching contribution of three percent (3%) of the employee's salary to the Publisher's Pre-tax Advantage Savings Plan System ("401(k) Plan:"), it is agreed that:

Effective July 1, 2004 the Publisher will add the equivalent of the three percent (3%) currently being contributed by the Publisher to the employee's 401(k) account (based on the employee's current salary) to the employee's base salary in effect on June 30, 2004. Alternatively, such amount may, at the employee's option, be allocated as the employee's contribution to his/her Pre-Tax Advantage Savings System 401(k) Plan.

#### **ARTICLE XXIII - MISCELLANEOUS**

1. Bylines will not be used over the protest of an employee. If a byline or credit line is used, substantive changes will be brought to the employee's attention before publication. Nothing shall be written, processed, or prepared for publication in such a way as to distort any facts or create an impression which is known to be false.

2. If a question arises as to the accuracy of any printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned when consultation is possible.
3. Letters to the Editor which mention an employee or his/her work shall be brought to the attention of the employee for consultation, as soon as possible, but this provision shall in no way delay or prevent publication of such letter to the Editor without prior consultation.
4. The Publisher will provide one (1) bulletin board in each editorial office in a location determined by the Publisher.
5. The Publisher agrees not to enter into any agreement with other Publishers that would prevent employees from obtaining work elsewhere.
6. Employees shall not be required to cross picket lines at their place of employment.
7. Employees of the Publisher shall be free to engage in outside activities outside of working hours provided such activity is not in competition with the Publisher and provided further that no employee shall exploit his/her connection with the Publisher without the written consent of the Publisher given in response to a written request from the employee.
8. The Publisher may post office rules governing the conduct of employees provided they are not in conflict with any provisions of this Contract or with the law.
9. The Publisher will encourage employee education and will pay the costs of education the Publisher believes will serve to improve skills and make the employee more valuable to the Publisher.
10. The Guild shall have the right to designate a member to serve on a committee composed of other employees of the Publisher which will administer a program providing for the health and safety of News-Sun employees.
11. It is the policy of the News-Sun and the Publisher's intent to stand behind any employee involved in legal proceedings related to disclosure of information or identity of news sources as a result of any assignment on behalf of the newspaper to the extent the law permits the News-Sun to do so.  
  
In the event an employee is proceeded against in a court of law as a result of allegedly libelous matter or a violation of copyright laws for material published in the News-Sun while that employee is performing his or her duties as directed by the Publisher, the employee following the Publisher's counsel's advice shall be held harmless by the Publisher against any damage resulting from such claim to the extent permitted by law.
12. The use of materials for publication acquired from wire services, feature syndicates or materials acquired from other publications or other Hollinger organizations shall not be a violation of the bargaining agreement.
13. The Publisher shall provide a Guild basket on the company SII system for use by the Guild in its internal communications at The News Sun.

**ARTICLE XXIV - DURATION AND RENEWAL**

1. This Agreement shall commence on the 1<sup>st</sup> day of March, 2002, and expire the 28th day of February, 2007, and shall inure to the benefit of and be binding upon the successors or assigns of the Publisher.
2. Within sixty (60) days prior to the termination of this Agreement, the Publisher or the Guild may initiate negotiations for a new agreement to take effect on February 28, 2007. The terms of this Agreement shall remain in effect during such negotiations for sixty (60) days and may be extended for such periods of time thereafter as may be agreed upon by the Parties to this Contract.
3. If changes in Internal Revenue Service regulations affect the ability of the Publisher to deduct required contributions to defined benefit and defined contribution plans, such affected plan or plans shall at that time be subject to negotiations between the Parties to bring such plans into compliance with the changed regulations.

Accepted:

THE NEWS-SUN  
A Division of  
Fox Valley Publications, Inc.

THE CHICAGO NEWSPAPER GUILD  
LOCAL 34071  
The Newspaper Guild AFL-CIO

By \_\_\_\_\_

By \_\_\_\_\_  
Unit Chairman

By \_\_\_\_\_  
Local President

Date \_\_\_\_\_

ADDENDUM I

ASSIGNMENT AND AUTHORIZATION TO CHECK OFF GUILD MEMBERSHIP DUES

To: The News-Sun

I hereby assign to the Chicago Newspaper Guild, and authorize you to deduct from any salary earned or to be earned by me as your employee, an amount equal to all membership dues lawfully levied against me by the Guild for each payroll period following the date of this assignment as certified by the Treasurer of the Chicago Newspaper Guild.

I hereby authorize you and request you to check off and deduct from such amounts during each payroll period for which such dues are levied and the Guild so notifies you, from any salary then standing to my credit as your employee, and to remit the total of such deductions at the end of each calendar month to the Chicago Newspaper Guild, not later than the 20th day of the month following such deductions.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the Collective Bargaining Agreement 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 (1) year 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 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 (1) 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 authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Date \_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature)

Letter of Understanding  
Between

The News Sun  
And  
Chicago Newspaper Guild

It is the intent of this Letter of Agreement to clarify the term "historical" in Article I, section 2(a) of this agreement. Parties agree that editors perform certain copy editing functions, copy editing being within the jurisdiction of the union, in the performance of their duties as editors. It is not the intent of the language in 2(a), to permit supervisors to engage in routine copy editing or copy editing to substitute for regular work assigned to the bargaining unit.

Editor's may edit their own copy, make any correction, adjustment and/or necessary copy changes to meet deadlines, and/or may perform that copy editing which is integral to their management of editorial content, including line editing.

This letter settles the grievances filed July 13, 1996.

This letter represents the sole agreement between the parties on this issue. This letter is effective on signing and coterminous with the Collective Bargaining Agreement.

The News Sun

The Chicago Newspaper Guild

By: Richard Ribando

by: Ralph A. Zahorik

\_\_\_\_\_

Reissued:

Date: \_\_\_\_\_

By: A. Wible

By: Ralph A. Zahorik

3/31/00

Reissued:

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**Letter of Agreement  
The News Sun**

**and**  
**Chicago Newspaper Guild Local #71**  
**June 15, 1998**  
**Re: Four Day Work Week**

The parties desire to try a new four-day work week schedule which is not provided for in the Collective Bargaining Agreement; therefore, this Letter of Agreement will outline the terms and conditions of such a work schedule agreed to by the parties. This Letter of Agreement will be effective through February 28, 1999 or until terminated by either of the parties with proper notice.

The parties have agreed to the following:

1. The four-day work week shall consist of four work days of nine (9) hours and four (4) minutes scheduled in accordance with the contract and the normal practices of the Editorial Department.
2. The four-day work week is designed primarily for the Copy Desk, however, all other employees may be eligible for this option at the sole discretion of the managing editor, or his/her designee. The managing editor, or his/her designee, shall determine, based on operational needs, who may utilize the four-day work week.
3. The managing editor or his or her designee may cancel the four-day work week option by providing a minimum of two weeks notice as specified in Article 9, Hours and Overtime, Section 5.

An employee who is on a four-day work week who no longer desires to work a four-day work week schedule, may also terminate the schedule and return to the normal five-day schedule by providing the managing editor, or his or her designee, a similar two week notice.

4. Overtime shall be paid in accordance with contract provisions in 15 minute increments – for time worked over nine (9) hours and four (4) minutes.
5. Holidays – For the purposes of Article 10 Holidays, a nine (9) hour four (4) minute day will be treated the same as a seven and a quarter hour day. Under Section 3, if an employee is required to work on a holiday, they will be paid time and a half for actual time worked, a “minimum full days pay” will be nine hours and four minutes. Under Section 4, an additional day off will be a nine (9) hour four (4) minute day.
6. Sick leave and vacation leave accrual and use will be accounted for in hours.
7. Section 4 of Article 9, hours and overtime shall be modified for the four-day work week option so that the fifth or sixth shift worked by a person on a four-day work week shall be compensated at the rate of time and a half for actual time worked,

with the minimum of a regular day's pay for each day worked. A regular day's pay shall be nine (9) hours and four (4) minutes.

This Letter of Agreement may be terminated by either party with two weeks notice. Provisions of this agreement shall apply only to the four-day work week option.

Richard Ribando Date 10/2/98  
News Sun

Gerald Minkkinen Date 9/29/98  
Chicago Newspapers Guild #71

Reissued:

Date: \_\_\_\_\_

By: A. Wible

By: Ralph A. Zahorik  
3/31/00

Reissued:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

## **Letter of Understanding**

It is agreed that Bilingual Reporters and Editorial Assistants working on the Spanish-language newspaper called “La Luz” will become bargaining unit employees at the News-Sun. These employees shall be entitled to receive all rights, benefits, and obligations of the CBA between the Chicago Newspaper Guild (“CWA, Local 3407a”) and The News-Sun, subject to the following:

- The current Editorial Assistant (EA) shall be placed on at least the “more than one year” experience level on the pay scale.
- The current Reporter shall be placed on at least the “more than one year” experience level on the pay scale.

A new classification called “Bilingual Reporter (Spanish)” shall be created, and shall remain in existence only as long as The News-Sun continues to publish a Spanish – language publication, section or page. The “Bilingual Reporter (Spanish)” shall occupy this classification as long as he/she is assigned to write for such publication, section or page.

In the event of a layoff affecting the Reporter classification in the current CBA, a more senior employee in the Reporter classification may “bump” into the Bilingual Reporter (Spanish) classification only if he is linguistically qualified to perform the work.

In the event of discontinuance of a Spanish – Language publication, section or page by The News-Sun, the Bilingual Reporters and Editorial Assistants assigned to work on such publications, sections or pages may either be laid off according to the terms of the CBA, or retained and reclassified into the respective Reporter and Editorial Assistant classifications, with full credit for seniority dating to the original hire date.

The News-Sun may assign additional work to the Bilingual Reporters or Editorial Assistant which is not within the jurisdiction of the Guild, including but not limited to, assisting in the translation, interpretation and proofreading of the Spanish language.

**The News-Sun**

**The Chicago Newspaper Guild**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_