

# **AGREEMENT**

*Between*

**JOURNAL SENTINEL INC.**

*And*

**MILWAUKEE NEWSPAPER GUILD  
(LOCAL NO. 51)**

**JANUARY 1, 2009,  
THROUGH  
DECEMBER 31, 2011**

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This Agreement is made between Journal Sentinel Inc., a corporation, hereinafter known as the Employer, and the Milwaukee Newspaper Guild, a Local (#51) chartered by The Newspaper Guild-Communications Workers of America (AFL-CIO, CLC), hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article 1.

## **ARTICLE 1 – RECOGNITION, COVERAGE AND JURISDICTION**

### **SECTION 1**

The Employer recognizes the Guild as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for all employees covered by this Agreement.

### **SECTION 2**

This Agreement covers all employees of the Employer in the Journal Sentinel News department, including the News Information Center, and all producers, editorial designers, and other editorial and clerical employees in the online service, except as provided in Section 3.

The parties understand that the National Labor Relations Board (NLRB) in its certification of June 11, 1984, and in subsequent decisions, described the unit as follows: All full-time and regular part-time Editorial department employees (including artists and photographers assigned to the newsroom), News Information Center employees and Madison Bureau employees of Journal Sentinel Inc., excluding all other employees of Journal Sentinel Inc., the Washington Bureau employees, confidential employees, managerial employees, guards and supervisors as defined in the Act. The parties agree that the term “Editorial department employees” is properly interpreted to include employees of the photo laboratory/studio and producers, editorial designers, and other editorial and clerical employees in the online service.

### **SECTION 3**

The following are excluded from this Agreement:

**JOURNAL SENTINEL NEWS** -- Editor, Managing Editor, Editorial Page Editor, Deputy Managing Editor/Local News; Deputy Managing Editor/Features, Entertainment and New Products; Asst. Managing Editor/Sports, Asst. Managing Editor/Visual Journalism, Asst. Managing Editor/News Operations, Asst. Managing Editor/Business, Asst. Managing Editor/Administration.

Senior Editor/News, Senior Editor/Local News, Senior Editor/Projects and Enterprise, Senior Editor/Sports, Senior Editor/News Systems.

Asst. Local News Editors (3), Director of Photography, Graphics Editor, Copy Chief, Deputy Business Editor (1), Asst. Features and Entertainment Editor (1).

Employees in Washington Bureau, Administrative Assistant to Editor, Editorial Page

Administrative Assistant, Interns.

**ONLINE SERVICE** -- Editor, Interns.

The Employer will promptly notify the Guild of any changes in the titles of listed excluded positions. No new excluded positions will be created without simultaneously deleting the same number of excluded positions from the current list.

The Guild reserves the right to bargain on the creation of excluded positions. Accordingly, the Employer and the Guild will each designate an exclusions coordinator to administer the provisions of this section. Before the Employer changes the titles of positions on this list or adds any positions to this list, the Employer's exclusions coordinator or designee will meet with the Guild's exclusions coordinator or designee to determine how the provisions of this section should be applied. The parties will make a good-faith effort to reach agreement before the changes are announced to the staff. The requirement for prior consultation will not apply to new excluded positions that the Employer proposes to replace any of the four highest-ranking positions (currently Editor, Managing Editor, Deputy Managing Editor/Local News and Editorial Page Editor) in the departments covered by this Agreement.

The exclusion of the following position will not be used as precedent for excluding any similar positions from the bargaining unit: Editorial Page Administrative Assistant.

The language of this section, concerning notification of changes in the titles of listed excluded positions, is designed to apply to positions whose title is changing, but whose responsibilities and lines of reporting authority remain substantially the same. The language of this section, concerning creation of new excluded positions, is designed to apply to positions whose responsibilities and lines of reporting authority are changing substantially from any predecessor positions.

#### **SECTION 4**

The jurisdiction of the Guild is the work presently performed by bargaining-unit employees covered by this Agreement and will be assigned to bargaining-unit employees.

Non-bargaining-unit employees may continue to perform the work they have performed in the past or are presently performing. In cases of emergency, non-bargaining-unit employees may perform bargaining-unit work.

The Employer's purchase and use of editorial work or products may continue.

In interpreting the language of this section, the Guild and the Employer agree as follows:

- A. With regard to writing by excluded employees, the parties agree that the sentence, “Non-bargaining-unit employees may continue to perform the work they have performed in the past or are presently performing,” refers to the following types of writing:
- 1) Articles in which excluded editors write specifically from their unique perspective as editors, such as articles in which they explain editorial decisions, describe the product or discuss journalism issues.
  - 2) Editorials by excluded members of the editorial page staff.
  - 3) All writing by journalists employed in the Washington Bureau.
  - 4) Opinion columns by the four top editors listed in Section 3 of this Article 1 (currently Editor, Managing Editor, Deputy Managing Editor/Local News and Editorial Page Editor); sports columns by the Asst. Managing Editor/Sports; and business columns by the Asst. Managing Editor/Business, provided that all such columns appear less than three times weekly. In addition, one other excluded member of the sports staff may write a column for a Journal Sentinel Inc. publication that does not regularly appear as part of the Milwaukee Journal Sentinel.
  - 5) Articles based on international or out-of-state travel, provided such travel stems from opportunities uniquely available to excluded editors and not from assignments that could be given to bargaining-unit employees.
  - 6) Articles based on the unique personal life experiences of excluded employees, provided such articles do not stem from assignments that could be given to bargaining-unit employees.
- B. In addition to the provisions of this section, the Employer may designate excluded employees to occasionally perform specified bargaining-unit work, under the following conditions:
1. The specified work will be limited to no more than ten (10) assignments in any quarter of any year, of which no more than three (3) may be photographic in nature. No excluded employee will perform more than three (3) such assignments in any quarter. For purposes of this paragraph, an assignment will consist of a single article, a package of related articles or equivalent work in other areas.
  2. The names of these employees, and the nature of the work they are to perform, will be provided to the Guild exclusions coordinator or designee as soon as possible after the work has been assigned and, whenever practicable, before the work is published.

- C. 1. The parties agree that the sentence, “Non-bargaining-unit employees may continue to perform the work they have performed in the past or are presently performing,” in this section, includes informational graphics by the Graphics Editor, provided that managing, supervising and editing remain that editor’s primary functions.
2. The parties agree that the sentence, “Non-bargaining-unit employees may continue to perform the work they have performed in the past or are presently performing,” allows excluded online service editors to perform some production duties, just as it allows excluded print editors to perform some editing duties, provided that managing and supervising remain their primary functions. It is further agreed that excluded editors may create brief online items as links to other material online, or that otherwise do not require reporting that ordinarily would be done by bargaining-unit members, except as otherwise provided by this section.
- D. It is not the intention of the Employer to use excluded employees to deprive bargaining-unit members of choice assignments.

Accordingly, the Employer agrees to consider the experience, abilities and career goals of bargaining-unit picture editors in applying the provisions of Sub-section B of this Section 4 to photographic assignments. The exclusions coordinators for the Employer and the Guild, or their designees, will meet no later than Aug. 1 of each year to discuss the Employer’s plans for applying these provisions to the upcoming professional football season, and the impact of those plans on bargaining-unit picture editors.

- E. The Guild recognizes that freelance writers and photographers may be used by the Journal Sentinel to fulfill its obligations to report news, and that the Employer may publish so-called advertorial sections, as defined by the arbitration award of July 14, 1989. It is not the intention of the Employer to use excluded employees, freelance journalists, advertorial sections, interns, temporary employees or any combination thereof to replace bargaining-unit jobs.

When requested, the Employer will provide the Guild with information about its annual freelance budget, and will work with the Guild to produce an annual inventory of individual freelancers’ production.

## **ARTICLE 2 – UNION MEMBERSHIP**

### **SECTION 1**

No employee will be required to become or remain a member of, or refrain from membership in a union or to pay union dues, fees or any other charges as a condition of employment or continuation of employment.

## **SECTION 2**

Upon an employee's voluntary written assignment, the Employer will deduct each month from the earnings of such employee and pay to the Guild not later than the 15th day of the following month uniformly levied membership dues. Such membership dues will be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates, which will be furnished the Employer prior to the month in which the dues rates are effective. Such schedule may be amended by the Guild at any time. The voluntary written assignment may be revoked by the employee at any time, to be effective the month following receipt of written notification by the Employer.

## **ARTICLE 3 – HIRING, RETENTION AND CAREER DEVELOPMENT**

### **SECTION 1**

The Employer is committed to providing equal employment opportunities in all terms and conditions of employment without regard to race, color, sex, religion, national origin, disability, marital or parental status, sexual or affectional preference, age, irrelevant mental or physical handicap or any other protected classes in state, federal or local statutes.

This policy includes all terms and conditions of employment, such as hiring, promotion, demotion, transfer, compensation, selection for training, discipline, layoff, termination and recruitment.

### **SECTION 2**

The Employer and the Guild share a mutual interest in maintaining a qualified work force that reflects the diversity of the community we serve. To that end, the Employer will:

- 1) Report annually to the Guild on its performance in hiring and retaining women and minorities.
- 2) Assign each new employee, except full-time journalists with more than five (5) years of prior experience, a mentor to work with him or her during the employee's first year on the staff. A mentor also will be available to any other new or current employee upon the employee's request. The goal will be for each employee to be able to turn not only to his or her manager for support, but also to a peer (the mentor) and to a senior editor.
- 3) Restate its commitment to helping employee development by using the performance review process to regularly assess an employee's career path and by suggesting appropriate training.

In turn, the Guild will support the Employer's efforts in these areas and will track and publicize the Employer's efforts in the areas of hiring, retention and career development of women and minorities.

## **ARTICLE 4 – INFORMATION**

### **SECTION 1**

The Employer will supply to the Guild a list containing the following information for each employee covered by this Agreement:

- 1) Name, address, sex, ethnicity and date of birth.
- 2) Starting date.
- 3) Job title or classification.
- 4) Salary.

### **SECTION 2**

The Employer will provide an updated list to the designated Guild representative monthly. Such list will include all known hires, terminations or changes in the above data, recorded during the previous month.

### **SECTION 3**

The Employer will annually notify the Guild of all employees eligible for experience step increases and the date those increases are to take effect. The Employer will supply to the Guild, on request, the experience credit for each new employee hired below the top step of any classification with experience-based steps.

### **SECTION 4**

It is understood that the confidential information provided in accordance with Section 1 is for collective bargaining purposes only.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **SECTION 1**

A grievance will mean a claim that this Agreement has been violated. The grievance will be filed in writing with the appropriate department head by a member of the bargaining unit or the Guild within twenty-five (25) working days of knowledge of the alleged violation or from the time the grievant should reasonably have had knowledge of the alleged violation.

The employee or the designated Guild representative will meet within ten (10) working days of receipt of notice of the grievance with the appropriate department head or designated representative to resolve the grievance. The response of the department head will be made in writing within five (5) working days of the meeting to the grieving party.

If the response is not satisfactory to the Guild, the grievance may be appealed to the Employer's representative in charge of labor relations within five (5) working days of receipt of the department head's response. A meeting between the parties to resolve the grievance will be held within ten (10) working days of receipt of notice of appeal. The response of the Employer will be made in writing to the Guild within five (5) working days of the meeting described in this paragraph.

If the response is not satisfactory, the Guild may promptly submit the grievance to final and binding arbitration.

Upon receipt of written notice moving a grievance to arbitration, the parties will endeavor to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator, one will be selected from a panel of arbitrators supplied by the Federal Mediation and Conciliation Service. The selection of the single arbitrator from the panel will be by the process of the Employer and Guild each striking one name alternately. Either side may once during the arbitration procedure exercise the option of dismissing an entire arbitration panel and requesting a new listing. The fees and expenses for any arbitration will be shared equally by the parties, except that each party will bear the cost of its own witnesses, exhibits and counsel. A transcript will be made if requested by either party. However, if one party does not request a transcript, the cost of the transcript will be borne entirely by the requesting party.

The time limits in this Article may be waived by mutual consent of the parties.

The renewal of this Agreement will not be an arbitrable matter.

## **SECTION 2**

Upon mutual consent, the parties may choose to resolve grievances or potential grievances by informal discussions or other means. The use of such processes will not limit the rights of either party under Section 1 of this Article 5.

## **ARTICLE 6 – GUILD–MANAGEMENT MEETINGS**

The Guild and the Employer are committed to establishing and maintaining a harmonious relationship. Toward that end, the parties agree to meet and discuss matters of mutual concern involving the relationship between the employees and the Employer. At the request of either party, representatives of the Guild and the Employer will meet at a mutually convenient time to discuss such matters, provided they do not involve alleged violations of this Agreement, in which case the provisions of Article 5 will control.

## **ARTICLE 7 – SECURITY**

### **SECTION 1**

- A. There will be no dismissal except for just and sufficient cause. The Guild and the employee will be notified of each dismissal with specifications of the facts alleged to constitute just and sufficient cause.

An employee and the Guild will be given a copy of any written disciplinary action at the time such discipline is entered into personnel, departmental or supervisory files.

- B. In instances where the Employer believes an employee needs the intervention of the Employee Assistance Program, other than those cases arising from suspected drug or alcohol abuse, the Employer will consider asking the employee to seek help voluntarily, but reserves the right to make mandatory referrals if circumstances warrant. The Guild reserves the right to grieve mandatory referrals in which discipline could be imposed for non-compliance. If drug or alcohol abuse is suspected, the provisions of Article 27 will apply.
- C. The Guild will be informed in a timely manner when the Employer intends to impose a Return to Work Order or “Last Chance” Agreement as an alternative to discharge. The Guild will be given an opportunity to negotiate terms of the agreement. If those negotiations fail to produce an agreement, the Employer may choose to impose terms unilaterally. The Guild reserves the right to grieve such action.

No bargaining-unit employee will be required to sign a Return to Work Order or “Last Chance” Agreement unless the provisions of the preceding paragraph have been followed. Refusal to sign an agreement that complies with the above provisions may result in discipline.

## **SECTION 2**

For full-time employees, the probationary period will be one hundred thirty (130) days worked for journalists and sixty (60) days worked for all others. For part-time employees, the probationary period will be calculated by multiplying the average number of hours worked weekly by twenty-six (26) for journalists and by twelve (12) for all others.

An employee may be dismissed during this period for any reason and, unless that reason is alleged to be in violation of the non-discrimination section of this Agreement (Section 4 of this Article 7), the dismissal will not be subject to Article 5. The Guild need not be notified of the reason for the dismissal of a probationary employee. The length of a probationary period may be extended by mutual agreement between the Employer and the Guild.

The Employer will conduct at least one (1) performance review with each probationary employee during the probationary period. Such performance review should normally be held no later than completion of two-thirds (2/3) of the probationary period.

A temporary employee who moves without more than a thirty (30) day break in service into a full- or part-time position requiring substantially the same skills will have the temporary employment applied toward the probationary period. In such cases, the starting date as a temporary employee will be used in determining applicable benefit eligibility.

### **SECTION 3**

A dismissal or layoff effected by a reduction in force for legitimate and reasonable purposes of economy will be deemed to be for just and sufficient cause, provided that such dismissal or layoff is carried out in accordance with the following provisions:

- A. The Employer will decide when and how many employees will be dismissed or laid off. When deciding on dismissals or layoffs the Employer will give consideration to the needs and requirements of the work to be done and experience, length of service, proficiency, affirmative action goals, specialized skills and other factors. If all the other factors are equal, length of service will be the determining factor.
- B. At least two weeks prior to the notice of a dismissal, the Employer will offer employees the opportunity to take a voluntary buyout. At the time the Employer makes the voluntary offer, it will inform the Guild of how many employees it plans to dismiss. The Employer has no obligation to accept the application of any employee to take a voluntary buyout. However, for each voluntary buyout application that the Employer does accept, the number of employees in the planned dismissal will be reduced by one. Any employee who is voluntarily bought out pursuant to this subsection will receive no less than the severance pay set forth in Sub-section F of this Section 3.
- C. The Employer will give to the Guild and to the affected employees at least sixty (60) days' written notice of dismissals. In lieu of such notice, the Employer will pay each dismissed employee one (1) day's pay for each day the notice falls short of sixty (60) days. The Employer will give to the Guild and to affected employees at least thirty (30) days' written notice of layoffs. In lieu of such notice, the Employer will pay each laid-off employee one (1) day's pay for each day the notice falls short of thirty (30) days.

The notices will set forth the reasons for the reduction in force, and the notice to the Guild will also contain the names of the employees scheduled to be dismissed or laid off. Compensation in lieu of notice will be distinct from and in addition to any severance pay due.

- D. Any layoff, as an alternative to dismissal, will be limited to a period of six (6) months. The procedure described in Sub-sections A and B above will apply. The Employer will continue to pay its share of medical insurance premiums for eligible employees on layoff. Time spent on layoff will not constitute a break in continuity of service, but need not be counted as service time in computing seniority.
- E. Payroll savings resulting from resignations and retirements will be taken into consideration in the determination of the number of employees dismissed in any reduction in force.

- F. Employees dismissed through a reduction in force will be given severance pay equal to one (1) week's pay for each completed six (6) months of continuous employment. Part-time employees will be eligible for severance pay under the same conditions as full-time employees, with the exception that the pay will be based on equivalent full-time service.
- G. The Employer will actively help employees dismissed through a reduction in force seek other employment.

#### **SECTION 4**

There will be no dismissal of or other discrimination against an employee because of membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, marital or parental status, sexual orientation, irrelevant mental or physical handicaps or any other areas protected by law.

The Employer will strive to maintain a working environment free from all forms of harassment or intimidation. The Employer will not condone or tolerate any action or activity that is, or is perceived as being, harassment or intimidation.

The Employer will maintain a No Harassment Policy and will provide training to employees. All bargaining-unit employees will take part in the training and will sign an acknowledgement of receiving the policy and/or the training. If the No Harassment Policy is in conflict with this Agreement, the Agreement will take precedence. Any discipline resulting from alleged violations of the No Harassment Policy will be in accordance with Section 1 of this Article 7.

With respect to the references to discrimination by age in this section and Article 3, it is the intention of both parties that the standard for enforcement will be the federal Age Discrimination in Employment Act.

It is further understood by both parties that the prohibition of discrimination on the basis of marital or parental status will not bar the Employer from refusing to hire or place an employee in a position that has a direct working relationship with a relative.

#### **SECTION 5**

Any employee transferred to a different assignment or different job will receive sufficient training and orientation to perform his or her duties properly.

If an employee is transferred to a bargaining-unit position requiring substantially different skills, and while within the trial period for that position, is deemed by the Employer to be unqualified for the position, based on the employee's performance, the employee will be returned to his or her prior position or to another position, with pay no less than what the employee would be receiving if the transfer had not occurred. If such a return occurs after the trial period, there will be no reduction in pay.

The trial period referred to herein is defined as the same length of time as the probationary period for the position established in Section 2, Paragraph 1, of this Article 7. This language does not require employees transferred from excluded positions to be returned to an excluded position.

If an employee is transferred from an excluded position as defined in Article 1, Section 3, to a bargaining-unit position, the provisions of the 2nd paragraph of Article 7, Section 2, are not applicable.

#### **SECTION 6**

The Guild and the Employer share a common interest in ensuring that employees are capable of meeting the challenges posed by new technology in an evolving industry. To that end, the Guild will be given reasonable notice of the introduction of new or modified equipment, computer programs or processes that alter substantially the way employees perform their jobs or that add to employees' job responsibilities. The parties will promptly discuss procedures for introducing such changes, including the need for employee training, as well as any employee concerns, ideas and suggestions concerning the changes.

Any resulting training will be conducted on the Employer's time and at the Employer's expense, including transportation. The Employer will inform the employees of its expectations for which training is needed for their jobs, will make necessary training available to all affected employees and will ensure that all employees receive sufficient training to perform their duties properly. It is understood that for some equipment and processes, not all employees will need the same training, nor will all employees need to be trained in the same time or in the same manner. Employees may volunteer for additional training beyond the requirements of their jobs, subject to the Employer's approval.

In general, it is the Employer's intention that employees who take on duties requiring entirely different skills, such as reporters shooting video or still photography or copy editors recording audio, should do so on a voluntary basis in keeping with past practice, but the Employer reserves the right to assign such duties as required. An employee's performance will be judged primarily on the basis of his or her core skills, such as judging a reporter on his or her writing and reporting ability, but employees are expected to take part in any required training and to make a good-faith effort to perform any new duties, as assigned.

#### **SECTION 7**

In the event of a sale or merger of the Journal Sentinel, Journal Sentinel Inc. or Journal Communications Inc., the Employer will follow all appropriate federal, state and local laws with regard to purchases and acquisitions. In addition, the Employer will consider the effect of such a transaction on the bargaining unit and, upon request from the Guild, will consult with the Guild on the effects of such a transaction.

## **SECTION 8**

Employees will be free to engage in activities or other employment outside of working hours in conformance with the established policies and procedures of the Employer.

Questions of interpretation of such established policies and procedures will be resolved through the application of the following standards: Employees may engage in those outside activities that do not pose a conflict of interest, or a reasonable appearance of such a conflict, so as to interfere with the proper and impartial performance of their duties as employees; or do not compromise the credibility or reputation of the Employer.

The Employer will maintain Ethics Policies, both Corporate and Newsroom, and will provide training to employees. All bargaining-unit employees will take part in the training and will sign acknowledgements of receiving the policy and/or the training. If the Ethics Policies are in conflict with this Agreement, the Agreement will take precedence. Any discipline resulting from alleged violations of the Ethics Policies will be in accordance with Section 1 of this Article 7.

## **ARTICLE 8 – SEVERANCE PAY**

Upon discharge for reasons other than gross misconduct or reduction in force, a non-probationary employee will receive severance pay in a lump sum equal to one (1) week's pay for each year of continuous full-time employment, not to exceed a year's pay.

The Employer and the Guild agree that the willful failure of an employee to follow a reasonable absenteeism/tardiness policy precludes the right to severance.

Part-time employees will be eligible for severance pay under the same conditions as full-time employees, with the exception that the lump sum payment will be based on equivalent full-time service.

## **ARTICLE 9 – RETIREMENT AND INVESTMENT SAVINGS**

The Employer agrees to provide eligible employees the same Pension Plan and Investment Savings Plan under the same terms and conditions as those received by all other eligible non-represented employees of the Employer. The Employer may add, change, and/or eliminate all or part of any of the Plans listed above and the terms and conditions of those Plans, applicable to eligible employees covered by this Article without bargaining with the Guild, as long as any such additions, changes or eliminations are equally applicable to all other eligible non-represented employees of the Employer.

## **ARTICLE 10 – TRANSFERS AND PROMOTIONS**

### **SECTION 1**

- A. Notice of all News Department and online editorial vacancies and new positions, except temporary positions, will be posted for at least five (5) working days (excluding Saturdays, Sundays and holidays) on an Employer-maintained Intranet computer site, and will be accessible to all employees in the departments covered by this Agreement. A staffwide e-mail announcement will accompany each posting. Positions will remain posted on the site as long as they remain open. Only vacancies and not assignments are covered by the posting requirement. The position will remain open for the five (5) day posting period. The opening will not be advertised outside the bargaining unit before the position has been posted in accordance with this section.

The Employer may change the length of its posting period, but in no case will the posting period be less than five (5) working days.

- B. The parties agree on the need to spell out their joint intent on the posting of positions in order to eliminate future disputes in this area. They further agree that continuing attempts to improve lines of communication between the Guild and the Employer can help prevent conflicts over interpretation of this section. The following standards should be applied in interpreting these provisions:

The language of this section, concerning posting of vacancies and new positions, is designed to apply to positions whose responsibilities and lines of reporting authority are changing substantially.

A “vacancy” means either a new or vacant position within the departments covered by this Agreement. This includes all positions referenced in this Agreement. Posting is therefore required for any position that is:

- 1) Excluded under the provisions of Article 1, Section 3, or proposed for exclusion under that section, except internships and positions exempt from posting under the provisions of Section 1C of this Article 10.
- 2) Designated for special treatment in overtime or transfers under the provisions of Section 2 of this Article 10, or Article 11, Section 3, including the Outdoor Editor, but excluding the assignments described in Article 11, Section 3A (4).

- 3) Listed in any way in Article 17, except when the provisions of Article 17 require an employee to be advanced from one step of a pay classification to another on the basis of experience or seniority; when a journalist is advanced to the Senior Journalist classification “on the basis of consistent performance at a high level in one or more assignments; or demonstrated performance in positions of increasing responsibility; or substantial experience”; or when an editorial assistant is advanced to the Senior Editorial Assistant classification “based on advanced duties.”

An “assignment” means either an individual short-term assignment (such as an article, series of articles, photograph or headline) or a long-term assignment (such as a reporter’s beat or analogous assignments for other employees).

- C. The following excluded positions need not be posted in accordance with this section:

Editor, Managing Editor, Deputy Managing Editor/Local News, Editorial Page Editor and online Editor.

If an initial vacancy occurs in any of the excluded positions listed in this Sub-section C and it is filled from within the affected department, the Employer need not post up to two (2) additional vacancies resulting from simultaneous, related, sequential promotions or transfers. All additional sequential vacancies must be posted, even if the vacancy is one of the positions listed above. There will be no exceptions to the posting requirements if a sequential vacancy is a bargaining-unit position.

- D. The Employer will provide a personal, timely notice to an employee whose application for a position is denied.

All full-time, part-time and temporary employees who apply for posted vacancies will receive fair consideration. Employees who apply for posted vacancies will be given no less consideration than outside candidates. No later than Jan. 31 of each year, the Employer will provide the Guild with an annual report listing the vacant positions filled by internal candidates and those filled by external candidates during the preceding year. The Employer will not indicate a preference for any candidate for a bargaining-unit position before interviewing all internal applicants.

- E. The Employer and the Guild will each designate a posting coordinator to administer the provisions of this section. Before the Employer reorganizes all or part of the staff, creates a new position or restructures an existing position, and wishes to do so without posting all affected positions, or whenever other questions arise about whether positions should be posted, the Employer's posting coordinator or designee will meet with the Guild's posting coordinator or designee to determine how the provisions of this section should be applied. The parties will make a good-faith effort to reach agreement before the changes are announced to the staff.

During the course of such discussions, the Guild may waive posting of certain positions on a case-by-case basis, provided that such waivers set no precedent and do not detract from this section's primary goal of ensuring that bargaining-unit employees have the opportunity to apply and receive fair consideration for positions they desire. No such waivers will be granted retroactively.

The provisions of this Sub-section E will not apply to excluded positions that the Employer proposes to add to the list of positions exempt from posting in Sub-section C. It is understood that the positions listed in Sub-section C are the four highest-ranking positions in the newsroom and the highest-ranking position in the online service. No positions may be added to the list in Sub-section C without simultaneously deleting the same number of positions from the current list.

- F. No position will be considered to be filled until all applicable provisions of this section have been fulfilled. However, no bargaining-unit employee will be dismissed because he or she was placed in a position not posted in accordance with this section.

## **SECTION 2**

The transfer of employees to any bureau outside the five-county Milwaukee metropolitan area will be by mutual agreement. The Employer will pay reasonable and legitimate expenses to move household goods when employees are transferred to or from these bureaus.

## **SECTION 3**

Employees transferred from Milwaukee to a news bureau in the five-county area, from such a bureau to Milwaukee, or from one such bureau to another such bureau, will be paid mileage to and from the new work site pursuant to Article 21, Section 2. Such mileage will be paid only for the miles actually driven that are in excess of the miles the employee would have driven, had the employee remained at the previous work site. It is further understood that the mileage is based on the place of residence at the time of transfer. If the employee subsequently changes residence to a location closer to the new work site, the mileage reimbursement will be adjusted accordingly.

## **SECTION 4**

- A. Bargaining-unit employees on temporary assignment outside the Guild's jurisdiction will continue to be members of the bargaining unit.
- B. It is not the Employer's intention to assign employees to substitute for bargaining-unit editors and assistant editors against the employees' wishes if reasonable alternatives are available. If an employee requests not to be assigned to substitute for a bargaining-unit editor or assistant editor, the Employer will make every reasonable effort to honor the employee's wishes. Employees will be free to submit such requests with no negative consequences.

## **SECTION 5**

This section establishes procedures to be followed should the Employer wish to transfer an employee against the employee's wishes. It does not impose new limits on the Employer's right to order such transfers.

If the Employer wishes to transfer an employee against the employee's wishes, for a period of two (2) months or longer, the Employer will notify the employee in writing, at least ten (10) working days in advance of such transfer, of its intent, its reasons for the proposed transfer, and the employee's rights under this section.

If the employee requests, the Employer will provide him or her with a list of open positions for which applications are being accepted, and will consider the employee's application for such positions. If the employee requests, the Employer will meet with the employee to consider other options the employee may suggest. The employee will have an opportunity to meet with the Managing Editor or Editor regarding the proposed transfer.

Before any such transfer takes place, the Employer will consider, in addition to other factors, the interests and desires of the employee as expressed in such meetings.

If the Employer does transfer an employee against the employee's wishes, the employee will have a chance to provide input into the wording of any announcement about the new assignment.

Transfers against an employee's wishes will not be used as a form of discipline.

If a transfer is at least partially the result of performance problems, it is expected that such problems will have been brought to the employee's attention previously through his or her performance review(s) and/or other communication(s) between the employee and his or her supervisors.

For purposes of this section, a transfer is defined as a substantial change in an employee's work duties, normally involving a change in section, department or shift. Examples include: a transfer of a reporter to or from a bureau or the Milwaukee office; a transfer from reporter to copy editor or photographer to picture editor; or a transfer from a non-suburban to a suburban reporting beat; or a transfer from a day shift to a night or early-morning shift.

Also for purposes of this section, a transfer against an employee's wishes is defined as a transfer that the employee did not request and to which the employee objects within a reasonable period of time after being notified of the transfer.

## ARTICLE 11 – HOURS AND OVERTIME

### SECTION 1

The standard workweek will be forty (40) hours and the standard workday will be eight (8) hours, exclusive of lunch periods. The standard workday may be modified, by mutual agreement with the employee, to ten (10) hours per day within an eleven (11) hour period. The ten (10) hour workday may be canceled with four (4) weeks' notice by either party.

### SECTION 2

- A. Overtime will be paid at the rate of time-and-one-half (1.5X) the regular rate of pay for work performed in excess of the standard workday or standard workweek.
  
- B. Compensating time off may be taken in lieu of pay, at the rate of time-and-one-half (1.5X), by mutual agreement. Such time off will be scheduled when, by mutual agreement, it can reasonably be taken without unduly interfering with the operations of the Employer.

### SECTION 3

- A. Unless they are currently eligible for cash overtime, the following employees are exempt from the cash overtime provisions of this Agreement. They will be treated individually as has been done in the past with respect to compensated time off. However, they will either be paid cash overtime or be given compensated time off, based on individual arrangements agreed to in advance.
  - 1) Editorial writers and cartoonists
  - 2) Employees primarily designated as critics
  - 3) Employees primarily designated as columnists, as defined in Article 17, Section 1B
  - 4) Reporters and photographers covering professional sports teams; roving reporters and photographers; Outdoor Editor and outdoor writers; others assigned to positions that do not have a regular workday or workweek; employees traveling out of town on pre-planned overnight assignments; and employees traveling on assignment outside the United States.
  
- B. Madison Bureau reporters covering activities of the state government, exclusive of the University of Wisconsin System and courts below the level of the Wisconsin Supreme Court, will be eligible for cash overtime after forty-five (45) hours in a week or ten (10) hours in a day. They will be eligible for compensated time off for that portion of a workday between eight (8) and ten (10) hours, or that portion of a workweek between forty (40) and forty-five (45) hours.

#### **SECTION 4**

- A. Weekly work schedules for employees will be posted in accordance with past practice, but no later than 5 p.m. Monday for the following Monday through Sunday work week.
- B. Employee requests for changes in work schedules may be granted at the discretion of the Employer. Employer changes in the work schedule will be made with as much advance notice as possible.
- C. In the event an employee's starting time is changed, and the employee is not notified of such change before the end of the employee's previous scheduled shift, a ten dollar (\$10) callback will be paid.
- D. An interim of not less than ten (10) hours will elapse between regularly scheduled shifts, exclusive of overtime. When a scheduled day off intervenes, an interim of not less than thirty-four (34) hours will elapse between regularly scheduled shifts, exclusive of overtime. Any hours worked within these periods will be paid at the overtime rate. These requirements will not apply to out-of-town, overnight assignments or to scheduling done at an employee's request.
- E. An employee required to work on a scheduled day off will be paid a minimum of four (4) hours pay at the overtime rate, unless the employee reaches an agreement to work less than four (4) hours.

### **ARTICLE 12 – HOLIDAYS**

#### **SECTION 1**

Full-time employees will have the following holidays with full pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### **SECTION 2**

The standard workweek for a full-time employee during a holiday week will be to work four (4) shifts and to have the holiday off. For those full-time employees whose standard workweek is four (4) days, the standard workweek during a holiday week will be to work three (3) shifts and to have the holiday off.

#### **SECTION 3**

Any employee who works on a holiday will receive, in addition to holiday pay, compensation at the rate of time-and-one-half (1.5X), plus the differential described in Article 18, Section 5F.

#### **SECTION 4**

A full-time employee who has a holiday off, but works a fifth (5<sup>th</sup>) shift in a holiday week, will receive compensation at the rate of time-and-one-half (1.5X) for time worked on the fifth (5<sup>th</sup>) shift. A full-time employee whose standard workweek is four (4) days, has the holiday off but works a fourth (4<sup>th</sup>) shift in a holiday week, will receive compensation at the rate of time-and-one-half (1.5X) for time worked on the fourth (4<sup>th</sup>) day.

#### **SECTION 5**

Employees who are exempt from the paid overtime provision of Article 11 also are exempt from paid overtime for working on a holiday, or a fifth (5<sup>th</sup>) shift in a holiday week. They will be treated individually as they have in the past with respect to paid time off.

#### **SECTION 6**

In lieu of pay, under Sections 3 and 4, eligible employees may take compensating time off by mutual agreement. Such time also will be scheduled by mutual agreement.

#### **SECTION 7**

In a holiday week, the Employer will make every effort to assure that no part-time employee will be scheduled for fewer hours as a result of the holiday.

### **ARTICLE 13 – VACATIONS**

#### **SECTION 1**

A. Full-time employees hired before January 1, 1995, will receive vacation in each calendar year according to the following schedule:

In the year in which an employee reaches nine (9) years of service, and each year thereafter, through the year in which the employee reaches nineteen (19) years of service, twenty-one (21) days will be scheduled.

In the year in which an employee reaches twenty (20) years of service, and each year thereafter, twenty-six (26) days will be scheduled.

B. Full-time employees hired on or after January 1, 1995, will receive one (1) day of vacation in each calendar year, in addition to earning vacation based upon the number of days paid during the calendar year, according to the following schedule:

Employees with less than four (4) years of service will earn vacation at the rate of one (1) day for each twenty-six (26) days paid, or major fraction thereof, up to a maximum of ten (10) days.

Employees with at least four (4) but less than nine (9) years of service will earn vacation at the rate of one (1) day for each seventeen (17) days paid, or major fraction thereof, up to a maximum of fifteen (15) days.

Employees who have at least nine (9) years of service -- but less than twenty (20) years of service for those hired before January 1, 2006 -- will earn vacation at the rate of one (1) day for each thirteen (13) days paid, or major fraction thereof, up to a maximum of twenty (20) days.

Employees who are hired before January 1, 2006, and have twenty (20) or more years of service will earn vacation at the rate of one (1) day for each ten (10) days paid or major fraction thereof, up to a maximum of twenty-five (25) days.

During the calendar year in which employees reach their fourth (4<sup>th</sup>), ninth (9<sup>th</sup>) or twentieth (20<sup>th</sup>) week of service, they will earn vacation at the higher rate for the entirety of that calendar year.

With managerial approval, employees will be allowed to use vacation time that has not yet been earned.

## **SECTION 2**

Vacation time for which an employee has not submitted a request by Oct. 1 is subject to scheduling by management. Employees will not be required to take vacation one (1) day at a time if they have requested all of their vacation time before Oct. 1.

## **SECTION 3**

Vacation time, with the exception of the fifth week, must be taken in the calendar year for which it is earned and may not be carried over into a subsequent year, unless approved by the Employer.

## **SECTION 4**

At the employee's option, the fifth week of vacation may be deferred. The scheduling of such deferred vacation is subject to the concurrence of the department head. In such case, however, the entire fifth week must be taken or deferred; an employee may not defer only a portion of the week. Vacation weeks so accumulated will be paid for at the employee's rate of pay in effect at the time the accumulated vacation weeks are taken.

Upon termination of employment, all weeks accumulated and deferred prior to January 1, 2006, will be paid for at the employee's rate of pay as of December 31, 2005, or the date of termination, whichever comes first. All weeks accumulated and deferred during and after 2006 will be paid for at the employee's rate of pay as of December 31 in the year in which the vacation was earned.

## **SECTION 5**

Upon termination of employment, an employee (or the employee's beneficiary or estate if there is no beneficiary) will receive all accrued vacation pay, in accordance with the applicable provisions of this Article 13.

Under no circumstances will any employee be required to reimburse the Employer for taking more vacation than was earned at the time of termination.

## **SECTION 6**

A. For full-time employees hired before January 1, 1995:

All full-time employees will accrue one (1) day of vacation in each calendar year, in addition to the following schedule:

For employees who have at least six (6) months but less than four (4) years of service upon termination, vacation will accrue at the rate of one (1) day for every twenty-six (26) days of service, or major fraction thereof up to a maximum of ten (10) days. For employees who have longer periods of service, vacation will accrue at the following rates:

At least four (4) years but less than nine (9) years of service -- One (1) day for each seventeen (17) days worked or major fraction thereof, up to a maximum of fifteen (15) days.

At least nine (9) years but less than twenty (20) years of service -- One (1) day for each thirteen (13) days worked or major fraction thereof, up to a maximum of twenty (20) days.

Twenty (20) or more years of service -- One (1) day for each ten (10) days worked or major fraction thereof, up to a maximum of twenty-five (25) days.

B. For full-time employees hired on or after January 1, 1995, vacation will accrue on the schedule described in Subsection B of Section 1 of this Article 13.

## **SECTION 7**

Part-time employees who move into full-time positions after July 26, 1986, will have their part-time continuous service counted, on a pro-rated basis, to determine their vacation entitlement the following year and thereafter. The Employer will calculate an effective full-time starting date for vacation purposes, and inform the employee and the Guild of that date. If the employee was hired on or after January 1, 1995, this calculation will apply to vacation entitlement for the current year and thereafter.

## **SECTION 8**

For part-time employees:

Regular part-time employees with less than four (4) years of service will be eligible for paid vacation, on the basis of one (1) hour of vacation pay for every twenty-five (25) hours worked in the preceding calendar year, not to exceed eighty (80) paid vacation hours. It is understood that part-time employees will not be eligible for any accrued vacation pay, until after six (6) months of employment.

After the completion of four (4) years of service, part-time employees' vacation will be calculated on the basis of one (1) hour of vacation pay for every sixteen and one-third (16-1/3) hours worked in the preceding calendar year, not to exceed one hundred twenty (120) paid vacation hours.

After the completion of nine (9) years of service, part-time employees' vacation will be calculated on the basis of one (1) hour of vacation pay for every twelve (12) hours worked in the preceding calendar year, not to exceed one hundred sixty (160) paid vacation hours.

After the completion of twenty (20) years of service, vacation for part-time employees hired before January 1, 2006, will be calculated on the basis of one (1) hour of vacation pay for every nine and four-tenths (9.4) hours worked in the preceding calendar year, not to exceed two hundred (200) paid vacation hours.

#### **SECTION 9**

No time will be deducted from the vacation accrual as a result of time lost due to injury, compensable under the workers compensation law; jury service; time spent in National Guard or Reserve training assignments that do not exceed thirty (30) days in any vacation accrual year; or for any other reason, except in case of termination or death.

#### **SECTION 10**

The Employer has established a Transitional Vacation Account (TVA) for each employee who was hired on or after January 1, 1995, but before January 1, 2006, and who remained on the payroll as of January 1, 2006, when the new vacation schedule took effect, as described in this Article 13.

Each account initially contained the same amount of vacation as the affected employee would have been entitled to take during 2006.

In addition to the vacation provided in this Article 13, the affected employees will be allowed to take up to one (1) week of vacation from their TVAs during each calendar year, from 2006 through 2011, with the approval of their department head.

With the exception of the fourth week, all affected employees must use all vacation in their TVAs by December 31, 2011. The Employer is committed to assisting these employees in scheduling this vacation time during that period. Employees who have four (4) weeks in their TVAs will be compensated in cash for the fourth week, or any remaining part thereof, if it cannot be scheduled before December 31, 2011.

No later than January 1 of each year, starting in 2006, the Employer will provide each affected employee with an accounting of the time remaining in his or her TVA, the time used and the amount that can be used in the upcoming year, through 2011 or until the employee's TVA is exhausted, whichever comes first.

Upon termination of employment, an employee (or the employee's beneficiary or estate if there is no beneficiary) will receive pay for all vacation in the employee's TVA.

## **ARTICLE 14 - SICK LEAVE AND INSURANCE**

The Employer agrees to provide eligible employees the same Group Health and Welfare Plans, paid sick leave and short-term disability plans under the same terms and conditions (including the premium contributions to be paid by the employee) as those received by all other eligible non-represented employees of the Employer. However, no bargaining-unit employee will be required to pay more than 35% of the health care premium for any particular plan. The Employer may add, change and/or eliminate any of the benefits listed above and the terms and conditions of those benefits, applicable to eligible employees covered by this Article without bargaining with the Guild, as long as any such additions, changes or eliminations are equally applicable to all other eligible non-represented employees of the Employer.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **SECTION 1**

Employees will be granted paid and/or unpaid leaves of absence for various academic, family, personal, disability and other reasons, in accordance with past Employer practice and in accordance with applicable federal and state statutes. One example of a past practice has been that employees' requests for academic leave have been granted at the Employer's discretion.

### **SECTION 2**

Unpaid leaves of absence of up to five (5) working days will be granted so that up to three (3) Guild members, or more by mutual agreement, may serve as delegates to Guild conventions or other meetings. The elected delegates to the international convention will be made known to the Employer by March 1 of each year. Such leaves will be for not more than ten (10) working days in a calendar year for each individual, and not more than twenty (20) working days in a calendar year for all Guild members together, unless otherwise negotiated. In the event the absence of employees selected as delegates creates an undue hardship on the Employer, the Guild and the Employer will meet to resolve the matter.

### **SECTION 3**

For any employee taking an unpaid leave of absence in excess of thirty (30) consecutive days, vacation entitlement may be proportionately reduced in the current calendar year for full-time employees hired on or after Jan. 1, 1995, and in the following calendar year for all other employees.

#### **SECTION 4**

An employee who enters the United States armed forces, or who is called into active or emergency services because of reservist status or as a member of the National Guard, or who is required to participate in military training, will be granted an unpaid leave of absence for the duration of such service. On completion of such service, the employee will be entitled to reinstatement by the Employer. Time spent in military service will count as time of service to the Employer. Any paid vacation time not taken as a result of military service will be paid in cash to the employee.

#### **SECTION 5**

In the event of a death in the family:

- A. Full-time employees will be granted up to five (5) days off with pay and part-time employees up to one (1) normally scheduled work week off with pay to attend the funeral or memorial service of a parent, stepparent, spouse, same-sex domestic partner, child or stepchild.
- B. Full-time employees will be granted up to three (3) days off with pay and part-time employees up to two (2) days off with pay to attend the funeral or memorial service of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, uncle or aunt.
- C. The Employer will give appropriate consideration to requests for additional funeral leave.

#### **SECTION 6**

New parents, including birth and adoptive parents, may be granted leave of up to six (6) months upon request. Paid disability leave for birth mothers will be administered in accordance with Article 14, Section 1, except that it will be extended to all employees on the same terms, regardless of length of service. The Employer will continue to pay its share of medical insurance for employees on such leave.

#### **SECTION 7**

Employees will be able to use accrued paid time off, or unpaid time off of up to two (2) weeks, for family medical emergencies. The Employer will give appropriate consideration to requests for additional unpaid leave and for leave for emergencies concerning the employee's domicile.

#### **SECTION 8**

Employees required to report for jury duty will be granted a leave of absence for the duration of such duty. Such leave will be with pay, except that the Employer may deduct from the employee's wages an amount equal to the jury duty pay received.

## **ARTICLE 16 – PART-TIME AND TEMPORARY EMPLOYEES AND INTERNS**

### **SECTION 1**

- A. A part-time employee is one who is hired to work regularly eighty percent (80%) or less of the full-time workweek provided in this Agreement. Part-time employees will receive the same orientation and in-house training as full-time employees in similar positions, except as such orientation pertains to matters specific to full-time or part-time status.
- B. Full-time employees will not be made part-time, except by mutual agreement with the individual concerned and notification to the Guild.

### **SECTION 2**

A temporary employee is one who is employed for a special project or for a specified period of time, in either case not to exceed six (6) months. In the event a temporary employee is hired because an employee is granted a paid or unpaid leave of absence under this Agreement, the period of temporary employment will not exceed the length of the leave, or six (6) months, whichever is greater. At no time will the number of temporary employees exceed three (3), not counting those hired because an employee is on leave. Temporary employees may be excluded from the following provisions of this Agreement: Articles 7, 8, 9, 12 (except that temporary employees will be paid at the overtime rate for work performed on a holiday, as defined therein), 13, 14, 15 and 20. A regular part-time employee who works full-time under the same restrictions as a temporary employee, as defined above, will continue to have the benefits of a regular part-time employee.

If the Employer wishes to temporarily increase the number of temporary employees or to extend the term of a specified temporary position, the exclusions coordinators for the Employer and the Guild, or their designees, will meet in advance to discuss the issue. The Guild may waive those provisions of the above paragraph on a case-by-case basis, provided such waivers set no precedent and do not detract from the job security of bargaining-unit members.

Except as provided in this Article 16, no individual will spend more than six (6) consecutive months in any combination of temporary, probationary and internship status without becoming a regular employee.

### **SECTION 3**

- A. An internship is an educational experience for a student, or immediately after college graduation, lasting no more than thirteen (13) weeks, during which the intern performs bargaining-unit work under the guidance of Journal Sentinel Inc. employees. Wisconsin-based interns will be paid no less than the applicable state or federal minimum wage and reimbursed for reasonable and legitimate expenses incurred in the Employer's service, regardless of whether they are compensated by the Employer or by another organization. Wisconsin-based interns compensated by the Employer will be paid at the rate of time-and-one-half (1.5X) for overtime work; those compensated by another organization will be either discouraged from working overtime or compensated in time off. Washington Bureau interns may be compensated differently.

It is not the intention of the Employer to increase the number of interns hired beyond the limits outlined below, nor to change the definition of an intern, with the exception of the Urban Affairs Residencies. If the Employer wishes to temporarily increase the number of interns, to change the definition of a specified intern position or to allow a visiting journalist to perform bargaining-unit work as an educational experience, the exclusions coordinators for the Employer and the Guild, or their designees, will meet in advance to discuss the issue. The Guild may waive those provisions of this section on a case-by-case basis, provided such waivers set no precedent and do not detract from the job security of bargaining-unit members. The Guild exclusion coordinator or designee will be notified of each intern hired.

- B. The Urban Affairs Residencies provide one-year internships in urban affairs. These interns are paid at no less than the intern level for three (3) months, at which point their status is moved to the first step of the Journalist classification for the remaining nine (9) months.
- C. 1. The total number of interns will not exceed twenty (20) in one year, of whom no more than three (3) may be Urban Affairs Residents.
2. Each Urban Affairs Residency extends the standard probationary period for the duration of the internship, after which the employee would be eligible to be hired full-time. If the intern is hired at the end of that period, the Employer will conduct a salary review to determine whether an increase is appropriate, based on his or her work at the paper, as well as prior work experience. His or her hire date would be adjusted to the first day of the internship.

If an intern was employed as a regular or temporary employee immediately before the internship, the internship will not be considered a break in service.

3. The Employer will provide a copy of this Section to each Urban Affairs Resident at the start of the internship.

## **ARTICLE 17 – MINIMUM SALARY CLASSIFICATIONS**

### **SECTION 1**

- A. Artists, copy editors, designers, photographers, picture editors, producers, reporters and other employees contributing to the editorial content of the newspaper, its online service will be placed in one (1) of the following minimum salary classifications, based on the length and nature of their work experience:

#### **Journalist**

Employees at the first step of this classification are in the earlier stages of their careers. They are in the process of building their skills to perform normal and routine duties in reporting, writing, photography, page design, graphics, online production and/or editing. Employees in this classification will be moved to the second step after three (3) years of experience at the first step.

Employees at the second step of this classification typically have three (3) or more years of experience and are fully qualified practitioners. All journalists with at least three (3) years of experience will be placed no lower than the second step.

Employees at the third step of this classification are journalists who have been employed at the second step at Journal Sentinel Inc. for four (4) years, or journalists who have been employed for six (6) years at Journal Sentinel Inc.

#### **Senior Journalist**

Employees in this classification are fully qualified journalists designated by the Employer on the basis of consistent performance at a high level in one or more assignments; or demonstrated performance in positions of increasing responsibility; or substantial experience; and journalists transferred from an excluded position.

Also included in this classification are editorial writers and cartoonists; employees primarily designated as columnists or critics; and all editors, assistant editors, coordinators and team leaders covered by this Agreement.

The Employer will annually review all Journalists at the third step of their classification to determine their eligibility for advancement to Senior Journalist. In addition, Journalists may submit a written request to their senior editor and their immediate supervisor for Senior Journalist designation. Such requests typically will be made no more than once a year, although management will consider individual circumstances for such requests. Senior newsroom management will meet personally and on a timely basis with employees who request Senior Journalist status. Employees who are designated Senior Journalists will be informed on a timely basis. Employees who are not granted Senior Journalist status will be given personal and timely notice of steps they may take to increase the likelihood of achieving Senior Journalist status.

- B. The parties agree to interpret the phrase “employees primarily designated as columnists” as follows:
1. It is the intention of the parties to grant Senior Journalist status to those journalists whose primary function is to produce columns.
  2. At the time of this understanding, the majority of such individuals were full-time journalists assigned to regularly produce three or more columns weekly. However, such individuals could occasionally produce less than three columns a week, or write some articles that were not columns, without jeopardizing their Senior Journalist status.
  3. This provision also will be applied to full-time journalists regularly producing two columns weekly -- or even one -- if that is their primary function, under the same terms as described above.
  4. However, it is not the intention of the parties to grant automatic Senior Journalist status to full-time journalists who produce one or two columns weekly, if their primary function is not to be a columnist, but rather to be a reporter or copy editor.
  5. It is also not the intention of the parties to grant automatic Senior Journalist status to part-time employees who regularly produce one column a week, even if that is their primary function.
  6. The parties are not in agreement at this time concerning the status of part-timers who produce two or more columns a week. If the Employer designates a part-time employee to regularly write two or more columns a week, the parties agree to negotiate on the proper classification for the employee. If those negotiations fail to produce an agreement, the Guild will have the right to pursue the matter through the grievance process.
- C. In regard to positions with the title of “coordinator” or “team leader,” the parties agree the positions of News Design Coordinator, Features Design Coordinator, Sports Design Coordinator, Business Design Coordinator and Education Team Leader, as currently constituted, are not “editors and assistant editors,” and are eligible for the substitute pay described in Article 18. The Graphics Coordinator will continue to be treated in the same fashion until the position becomes vacant, at which time the position will be retitled Assistant Graphics Editor and the incumbent’s successor will be treated as an editor or assistant. The online Production Coordinator and online Sports Coordinator will be treated as editors or assistant editors.

The Employer agrees to consult with the Guild in advance if the Employer wishes to accomplish either of the following without classifying the affected positions as Senior Journalists: (a) to create any new positions in which bargaining-unit personnel take on any of the responsibilities normally associated with editors, assistant editors, coordinators or team leaders, including but not limited to assigning, scheduling, supervising or coordinating, regardless of title, or (b) to significantly expand the duties of any of the positions listed in the preceding paragraph. The parties will make a good-faith effort to reach agreement before the changes take effect and are announced to the staff. It is not the Employer's intention to change the wage classification of any position that is currently classified as a Senior Journalist.

## **SECTION 2**

Technical specialists are employees whose work encompasses pre-press work on photography, photo lab services, news and graphics computer systems operations and maintenance, as well as routine graphics and pagination production work, with significant technical skills critical to the production of the newspaper.

All technical specialists covered by this Agreement will be placed in the following classification:

### **Technical Specialist**

Employees at the first step of this classification are in the earlier stages of their careers. Employees in this classification will be moved to the second step after three (3) years of experience at the first step.

Employees at the second step of this classification typically have three (3) or more years of experience and are fully qualified practitioners. All technical specialists with at least three (3) years of experience will be placed at the second step.

## **SECTION 3**

Based on job duties, all News Information Center employees covered by this Agreement will be placed in one (1) of the following classifications:

### **Archivist**

Employees in this classification generally are involved in enhancing, archiving or retrieving images or text. Employees at the first step of this classification are in the earlier stages of their careers and in the process of building their skills. Employees in this classification will be moved to the second step after three (3) years of experience.

Employees at the second step of this classification typically have three (3) or more years of experience. All archivists with at least three (3) years of experience will be placed no lower than the second step of this classification.

### **News Researcher**

Employees in this classification generally are involved in research. Employees at the first step of this classification are in the earlier stages of their careers and in the process of building their skills to perform in-depth research. Employees in this classification will be moved to the second step after three (3) years of experience.

Employees at the second step of this classification typically have three (3) or more years of experience. All researchers with at least three (3) years of experience will be placed no lower than the second step of this classification.

### **Senior Information Specialist**

Employees in this classification are assistant managers.

### **SECTION 4**

Editorial assistants are employees whose regularly assigned duties consist primarily of clerical tasks but also include elementary journalistic functions, including but not limited to writing shorts, briefs and short obituaries; compiling columns of calendar events, personnel changes, media listings or similar routine items; updating or filing graphics; and importing, transferring and outputting material using various computer systems.

Based on job duties, all editorial assistants covered by this Agreement will be placed in one (1) of the following classifications:

### **Editorial Assistant**

Employees who have less than two (2) years of experience as an editorial assistant at the Journal Sentinel will be placed at the first step of this classification. Employees who have at least two (2) years of experience as an editorial assistant at the Journal Sentinel will be moved to the second step.

### **Senior Editorial Assistant**

Employees in this classification are editorial assistants designated by the Employer based on advanced duties, particularly those who assist their supervisors with administrative responsibilities.

The Employer will annually review the remaining editorial assistants and their duties to determine further eligibility. In addition, editorial assistants may submit a written request to their senior editor and their immediate supervisor for Senior Editorial Assistant designation. Such requests typically will be made no more than once a year, although management will consider individual circumstances for such requests. Senior newsroom management will meet personally and on a timely basis with people who request Senior Editorial Assistant status. Employees who are designated Senior Editorial Assistants will be informed on a timely basis. Employees who are not granted Senior Editorial Assistant status will be given personal and timely notice of steps they may take to increase the likelihood of achieving Senior Editorial Assistant status.

**SECTION 5**

All other employees covered by this Agreement will be placed in the following classification:

**Clerk**

Clerk/typists, newsroom aides and agate or list clerks who have less than two (2) years of experience as a clerk will be placed at the first step of this classification. Employees who have at least two (2) years of experience as a clerk will be moved to the second step.

**SECTION 6**

In the Journalist, Technical Specialist, News Researcher and Archivist classifications, the Employer may recognize relevant experience in other fields, or advanced education or training, by placing an employee at a higher step of the appropriate classification than the employee’s direct experience would otherwise warrant.

**ARTICLE 18 – WAGES**

**SECTION 1**

A. Full-time employees will receive the following minimum weekly rates of pay:

1) Journalists

<u>Pay step or classification</u>	<u>Per Week</u>	<u>Per Hour</u>
1st step	820	20.50
2nd step	946	23.65
3rd step	1,053	26.33
<b>Senior</b>	1,217	30.43

2) Other employees

<u>Pay step or classification</u>	<u>Per Week</u>	<u>Per Hour</u>
<b>Clerk</b>		
1st step	514	12.85
2nd step	565	14.13
<b>Editorial Assistant</b>		
1st step	643	16.08
2nd step	719	17.98
<b>Senior Editorial Assistant</b>	764	19.10
<b>Archivist</b>		
1st step	682	17.05
2nd step	785	19.63
<b>Researcher</b>		
1st step	739	18.48
2nd step	849	21.23
<b>Senior Information Specialist</b>	976	24.40
<b>Technical Specialist</b>		
1st step	771	19.28
2nd step	908	22.70

- B. For part-time employees with one (1) year or less of service, the minimum rate of pay will be eighty percent (80%) of the full-time rate for their classification. The minimum rate of pay for part-time employees with more than one (1) year of service, but less than the service specified in the following paragraph, will be ninety percent (90%) of the applicable hourly full-time minimum rate.

The minimum rate of pay for part-time employees, except journalists, with more than three (3) years of service, will be the applicable full-time hourly minimum rate. The minimum rate of pay for part-time journalists with more than two (2) years of service will be the applicable full-time hourly minimum rate.

For part-time employees who transfer from a non-journalist classification to a journalist classification, previous part-time service will not be counted in determining eligibility for pay parity. However, it will continue to be counted for other applicable benefits.

For part-time employees covered by the first sentence of this Sub-section B, hourly minimum rates are as follows:

<u>Pay step or classification</u>	<u>Per Hour</u>
<b>Clerk</b>	
1st step	10.28
2nd step	11.30
<b>Editorial Assistant</b>	
1st step	12.86
2nd step	14.38
<b>Senior Editorial Assistant</b>	15.28
<b>Archivist</b>	
1st step	13.64
2nd step	15.70
<b>Researcher</b>	
1st step	14.78
2nd step	16.98
<b>Senior Information Specialist</b>	19.52
<b>Technical Specialist</b>	
1st step	15.42
2nd step	18.16
<b>Journalist</b>	
1st step	16.40
2nd step	18.92
<b>Senior Journalist</b>	24.34

For part-time employees covered by the second sentence of this Sub-section B, hourly minimum rates are as follows:

<u>Pay step or classification</u>	<u>Per Hour</u>
<b>Clerk</b>	
1st step	11.57
2nd step	12.71
<b>Editorial Assistant</b>	
1st step	14.47
2nd step	16.18
<b>Senior Editorial Assistant</b>	17.19
<b>Archivist</b>	
1st step	15.35
2nd step	17.66
<b>Researcher</b>	
1st step	16.63
2nd step	19.10
<b>Senior Information Specialist</b>	21.96
<b>Technical Specialist</b>	
1st step	17.35
2nd step	20.43
<b>Journalist</b>	
1st step	18.45
2nd step	21.29
<b>Senior Journalist</b>	27.38

## **SECTION 2**

Whenever general wage increases and new minimums take effect concurrently, eligible employees will receive a minimum or general increase, whichever is greater. All wage increases will take effect at the beginning of the two-week pay period that includes the effective date of the increase, as required by this Article 18.

## **SECTION 3**

- A. Any pay above the contractual requirements will be considered discretionary pay, and will be determined by the Employer on the basis of merit, through performance appraisals. Such appraisals will be based on demonstrable abilities and accomplishments. It is the Employer's intention that employees of similar ability, experience and responsibility receive equal pay. If discretionary pay pools are established as provided in Section 4 of this Article 18, it is understood that some employees may not receive a discretionary pay increase if their performance lacks merit.

The appraisals may include, but not be limited to, a written annual performance review. A copy of the performance review will be provided to the authorized Guild representative, for contract administration only, provided the employee submits a written, signed and dated authorization for each performance review that is requested. The appraisals will not be subject to Article 5.

The Employer agrees to meet with the Guild and/or the individual involved to consider comments, suggestions and recommendations about the reviews. However, the Employer is under no obligation to accept those comments, suggestions and recommendations, nor will those comments, suggestions and recommendations be binding upon the Employer.

- B. The Employer and the Guild recognize the usefulness of timely and comprehensive evaluations of employee performance. To that end, both parties agree on principles to maximize the effectiveness of the review process.

Newsroom management should have available for each job title the standards and the criteria by which employees will be evaluated. Clear expectations are key to the review process. The focus of that process is objective documentation of strengths and weaknesses based on established standards, not issues of personality and attitude.

Senior newsroom management will seek to ensure that the standards of assessment of employee performance will be consistent throughout the newsroom. The review process will apply to all Journal Sentinel employees regardless of job title or status as part-time or full-time. The Employer recognizes that managers should receive guidance, training and education on writing and conducting reviews.

While formal reviews of performance are to be done annually, it is understood that the evaluation of employee performance is ongoing. There should be early and prompt discussion of issues between managers and employees so that the formal performance review process is not a time when longstanding problems are raised for the first time. The review process is to be used for dialogue, not discipline, between managers and employees.

Self-evaluations filled out early in the review process allow employees to have meaningful input in performance reviews. Managers should solicit self-evaluations, and employees should complete them, on a timely basis. Any self-evaluations will be reviewed and discussed before reviews are finalized by the reviewing editor, senior newsroom managers and the human resources department.

Reviews will not only include a review of performance since an employee's last review but also emphasize goals and plans for development. Assessment of these goals and plans for development should be ongoing.

Employees who are dissatisfied with their final written performance reviews can submit written statements to accompany the reviews, and have them placed in their personnel files.

#### **SECTION 4**

Upon mutual agreement with the Guild, the Employer may establish discretionary pay pools for a specified calendar year or years. The minimum percentages of discretionary increases to be paid to bargaining-unit employees from such pools in a given year will be determined through negotiations between the parties. In the absence of such agreement, nothing in this Article 18 requires the Employer to establish such discretionary pay pools.

The size of discretionary pay pools, in any applicable calendar year, will be calculated on the base pay of all bargaining-unit employees on the payroll as of the last payroll period at the end of the previous year. The discretionary pay pools will be calculated separately by full-time and part-time status. The base pay of any bargaining-unit employee who terminated or left the bargaining unit after the December base period each year will be deducted from the discretionary pool base. Any pay increases other than the amount to bring an employee up to the applicable minimum or a general increase will be considered part of the applicable discretionary pay pool.

The Employer reserves the right to pay additional discretionary increases over and above the contractual guarantees in the form of lump sum payments. The Guild will be notified annually, no later than Jan. 31, of the names of bargaining-unit members receiving lump sum payments during the preceding year, and of the amount paid to each individual.

It is understood that discretionary pay will be distributed in accordance with Section 3. It is further understood that the effective date of any discretionary increases will be determined through negotiations with the Guild.

#### **SECTION 5**

- A. A night differential of eighty (80) cents per hour, for the entire shift, will be paid to all employees who work at least half their shift between 5 p.m. and 9:30 a.m. on shifts for which they are not paid the weekend differential described in Sub-section B of this Section 4.
- B. All employees who work at least half their shift on a Saturday or a Sunday will be paid a weekend differential of eighty-five (85) cents per hour, for the entire shift.
- C. Employees assigned to work as copy editors, page designers, picture editors, online producers or online designers, on shifts for which they are paid night or weekend differential, will be paid an additional production differential of seventy (70) cents per hour, for the entire shift.
- D. The night, weekend and production differentials will be multiplied by one-and-one-half (1.5) for all hours worked on overtime, on shifts for which such differentials are paid.

- E. A differential of twenty dollars (\$20) a shift will be paid to any bargaining-unit employee who works temporarily, for at least one full shift, in an excluded position (other than as a Washington Bureau employee or an intern). This differential will not be paid to editors or assistant editors covered by this Agreement when they are substituting for another editor in their operational area. For purposes of this subsection, “operational area” is defined as that group of employees reporting to a manager at the senior editor level or above.
- F. A holiday differential of eight dollars (\$8) a shift will be paid to all employees who work at least half their shift on a holiday, as defined in Article 12, Section 1.
- G. Any employee who works at least half a shift after 5 p.m. on Christmas Eve or New Year’s Eve will receive compensation at the rate of time-and-one-half for the entire shift.
- H. Employees are expected to file their differential and callback pay forms within the applicable pay period. Managers are expected to process such forms for payment on the next paycheck.

**SECTION 6**

There will be no reduction in the salary of any employee during the life of this Agreement, except in those cases where an employee voluntarily moves either (1) from full-time to part-time or (2) to a lower pay classification.

**ARTICLE 19 – SAFETY AND HEALTH**

**SECTION 1**

The Employer will institute and maintain reasonable precautions for safeguarding the health and safety of all employees, and recognizes its obligation in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices. It is further agreed that concerns of employees about their working environment, including but not limited to the operation of machinery and equipment, will be promptly addressed. Cleaning materials will be readily available for employees to deal with dust buildup on their computer screens.

**SECTION 2**

The Guild will appoint representatives to serve on any committees that the Employer may establish to deal with health and safety concerns within the Guild’s jurisdiction.

**SECTION 3**

Whenever the Employer conducts health and safety tests on equipment or facilities used by employees within the Guild’s jurisdiction, results of the tests will be made available to the Guild and to any interested employee.

## **ARTICLE 20 – EDUCATIONAL ASSISTANCE**

Employees will be eligible for educational assistance (“the policy”) under the same terms and conditions as the policy is offered to all other non-represented employees of the Employer. The Employer may add, change, and/or eliminate all or part of the terms and conditions of the policy, applicable to employees covered by this Article without bargaining with the Guild, as long as any such additions, changes or eliminations are equally applicable to all other non-represented employees of the Employer.

## **ARTICLE 21 – EXPENSES AND TRANSPORTATION**

### **SECTION 1**

The Employer will pay all reasonable and legitimate expenses incurred by the employee in the service of the Employer. Said expenses will be deemed to include Employer-authorized legal representation as well as fines and damages resulting from Employer-authorized actions.

### **SECTION 2**

The Employer will compensate employees for the use of a personal automobile in the service of the Employer at the rate of 29 cents per mile.

In the event of an increase in the Employer’s mileage allowance, such increase will apply to employees in the Guild bargaining unit. A decrease will also apply to bargaining-unit employees, but in no case will the mileage allowance fall below 29 cents per mile.

### **SECTION 3**

Wisconsin news bureau employees, except those whose work sites are located in their homes, will be afforded parking arrangements and rates, and financial incentives to commute by public transit, ride-sharing or other means, that are no less favorable than those available to employees of the downtown Milwaukee office.

### **SECTION 4**

Employees are expected to file their travel and expense reports within ten (10) working days of completing a trip or assignment. Managers are expected to process the vouchers within five (5) working days.

## **ARTICLE 22 – BYLINES AND CORRECTIONS**

### **SECTION 1**

The supervising editor will determine when a byline or credit line will be used, but a byline or credit line will not be used over an employee’s reasonable protest.

## **SECTION 2**

An identifiable employee who is mentioned unfavorably in a letter to the editor or online reader comment will be informed of such letter or comment before it is published or posted on a moderated forum, except when the employee is unavailable and reasonable efforts to reach the employee have failed. For unmoderated forums, the Employer agrees to implement a system that will allow employees who feel they have been unfairly disparaged to report such comments to the Employer for discussion.

## **SECTION 3**

Retractions or corrections of printed material or material posted online will not normally be made without notification of the employee concerned, except when the employee is unavailable and reasonable efforts to reach the employee have failed.

## **ARTICLE 23 - MANAGEMENT RIGHTS**

### **SECTION 1**

Unless specifically modified by this Agreement, the Employer retains all rights and prerogatives necessary or appropriate to manage, operate and conduct the Employer's activities and services, including but not limited to the rights to employ, direct the working force and assign work, schedule work, to discipline or discharge for proper cause, to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons, to transfer employees, to promote employees, to prescribe and enforce reasonable rules, to change the content of jobs, to determine the type, quantity and quality of services to be provided and schedules and methods for providing such services, and to sell or lease the business free of liabilities of this Agreement.

### **SECTION 2**

The Employer construes and the Guild recognizes the specific provisions of this Agreement as the only limitations upon the Employer's right to manage its business.

### **SECTION 3**

Notwithstanding anything else herein contained, the Employer may perform all acts or do whatever may be necessary or appropriate to (1) comply with any federal or state laws, regulations, or rules which regulate or which are applicable to the Employer, its employees or its operations, or (2) to comply with any instructions or directions given by an examiner or other person pursuant to any such law, regulation or rule.

## **ARTICLE 24 – NO STRIKE / NO LOCKOUT**

### **SECTION 1**

The Guild agrees that it will not engage in, initiate, authorize, sanction, ratify or support any strike, slowdown or other restriction of production or interference with any operation of the Employer during the life of this Agreement. The Employer agrees not to lock out employees, as long as there is work to be performed within the Guild's jurisdiction, during the life of this Agreement.

## **SECTION 2**

No employee will engage in a strike, slowdown or other restriction of production or interference with any operation of the Employer during the life of this Agreement or intimidate, threaten or induce another employee to take part in any such act.

## **SECTION 3**

No supervisor or manager, whether acting alone or as an agent of the Employer, will intimidate, threaten or induce an employee to engage in any act intended to interfere with the operations of the Guild.

## **ARTICLE 25 – GENERAL PROVISIONS**

### **SECTION 1**

The Employer agrees to provide bulletin boards suitably placed in the Journal Sentinel newsroom; all Wisconsin news bureaus; and any of the Employer's operations that are within the bargaining unit but organizationally distinct from the newsroom, for use by the Guild. For purposes of this section, the term "news bureau" does not include work sites in government buildings or in employees' homes. In the event any newsroom operations are relocated outside the newsroom, the Employer agrees to provide bulletin boards suitably placed in the new location or locations.

### **SECTION 2**

- A. Any written, artistic, pictorial, recorded or other material produced or compiled on Employer time will be the property of the Employer, who will control the sale, reprinting or republication of the material in any and all formats. This includes all employee work product, including the resale of partial or complete databases and the reproductions of full or partial pages from the newspaper on items used primarily or in part for promotional purposes.
- B. Except as stated below, the Employer will retain all income from the sale of material outlined in Sub-section A.
  - 1) When the work of a photographer, artist or cartoonist is sold for commercial reprinting to any firm other than Journal Sentinel Inc. or Journal Communications Inc., or other than to any news service in which Journal Sentinel participates, and not including personal use by non-commercial customers, fifty percent (50%) of the sale price will be paid to the individual photographer, artist or cartoonist. Payments will be made annually.
  - 2) When the work of an individual employee is reprinted in book form by the Employer or a representative designated by the Employer, additional compensation will be determined by mutual agreement prior to publication. If mutual agreement cannot be reached, there will be no republication. The Employer will notify the employee in writing that he or she is entitled to have a Guild representative participate in this discussion.

When the collective work of employees is reprinted in book form by the Employer or a representative designated by the Employer, the greater of fifty percent (50%) of net profits or ten percent (10%) of gross proceeds will be distributed equally among those newsroom employees contributing to its production.

- 3) Proceeds from the sale of databases are excluded from these revenue-sharing provisions during the life of this Agreement. It is understood that this exclusion is not intended to become a permanent exception to this section. The Employer agrees to provide the Guild annually with information about its database marketing progress and proceeds.

C. This section does not apply in any situation involving material which is syndicated nationally under contract.

### **SECTION 3**

Any term or provision of this Agreement which is declared by a court of law or other agency having proper jurisdiction to be invalid, unlawful or in conflict with the law, will not be enforced unless or until it will become valid or lawful. However, the invalidity of any term or provision of this Agreement will not affect any lawful, valid and proper terms or provisions and all such terms, covenants or provisions will continue in full force and effect.

### **SECTION 4**

The Employer and the Guild agree to meet at least once per year to discuss improvements to the cafeteria. In the event cafeteria service is discontinued, the Guild will recommend options for expanding vending machine operations.

## **ARTICLE 26 – EMPLOYEE RECORDS**

Files maintained by the Employer which contain information on individual employees, including personnel files, departmental and supervisory files, will contain only that material which has or will continue to have a direct relationship to the employer-employee relationship.

An employee will have the right to review his or her files as defined in the above paragraph. The employee will, upon written request, be provided with copies of all material contained in those files. The employee will be allowed to place in such files a response to anything contained therein. The Employer need not honor an unreasonable number of such requests.

An employee may authorize, in writing, a designated representative to inspect such files in the same manner as provided the employee. Only documents that are accessible to the employee or the employee's designated representative may be used in disciplinary procedures.

The right of an employee or the employee's designated representative to inspect such files does not apply to:

- 1) Records relating to the investigation of possible criminal offenses committed by that employee.
- 2) Letters of reference for that employee.
- 3) Any portion of a test document, except that the employee may see a cumulative total test score for either a section of the test document or for the entire test document.
- 4) Materials used by the Employer for staff management planning, including judgments or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments, or other ratings used for the Employer's planning purposes.
- 5) Information of a personal nature about a person other than the employee, if disclosure of the information would constitute a clearly unwarranted invasion of the person's privacy.
- 6) Records relevant to any other pending claim between the Employer and the employee which may be discovered in a judicial proceeding.

An employee or the employee's designated representative has the right to inspect the employee's personal medical files. However, if the Employer believes that disclosure of an employee's medical records would have a detrimental effect on the employee, the Employer may release the medical records to the employee's physician or through a physician designated by the employee, in which case the physician may release the medical records to the employee or to the employee's immediate family. Any release of medical information will be consistent with appropriate federal, state and local laws.

## **ARTICLE 27 – DRUG AND ALCOHOL TESTING**

### **SECTION 1**

The Employer and the Guild recognize that substance abuse is a treatable illness, and that the preferred response to such illness is education, treatment and rehabilitation.

### **SECTION 2**

The Employer will ensure that any employee's substance abuse problem or suspected problem will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking any action, or required to be involved in any disciplinary or grievance procedure or Employee Assistance Program referral.

All records pertaining to medical examinations, test results and treatment will be held with the confidentiality standards of medical records. No laboratory or medical result will appear in an employee's personnel or newsroom files. Information of this nature, excluding disciplinary information, will be kept in a separate, confidential file.

After an employee completes any prescribed treatment resulting from mandatory testing, all records of reasonable suspicion, disciplinary actions and treatment will be removed from the employee's files. If no further problems arise in the twelve (12) months following the completion of treatment, or, for employees who do not go through a treatment program, in the twelve (12) months following a mandated test, all records pertaining to testing will be removed as if no testing was requested or treatment prescribed.

### **SECTION 3**

- A. The Employer will continue to provide, at its expense, an Employee Assistance Program (EAP) that offers confidential counseling to employees with substance-abuse problems and other personal issues.
- B. Voluntary use of the EAP will in no way jeopardize an employee's position or future with the Employer. As in the past, requests from employees for such assistance will remain confidential and will not be revealed to other employees or managers without the employee's consent. Employees who seek voluntary assistance from the EAP for substance abuse or any other issue may not be disciplined for seeking such assistance.
- C. An employee who has a first confirmed positive test, in accordance with the procedures established below, will be advised by the Employer of the resources available through the EAP.

### **SECTION 4**

- A. Managers and representatives of the Guild, such as officers and stewards, will be trained, at the Employer's expense and on the Employer's time, in how to recognize symptoms of substance abuse, document work-related problems, refer employees to the EAP, and in how the testing program works, including employee rights to Guild representation. Bargaining-unit employees will be strongly encouraged by both the Employer and the Guild to participate in a single condensed training program at the Employer's expense and on the Employer's time. Both forms of training will be offered at least once a year.
- B. The Employer will inform employees about the dangers of alcohol and drug abuse, the availability of treatment and counseling, and the contents of this agreement.
- C. Training programs will be run by recognized substance-abuse professionals.

### **SECTION 5**

- A. Employees will be tested for drugs or alcohol only under the following circumstances:

- 1) When at least two managers observe and cite in writing specific behavioral indicators supporting their suspicion that an employee is under the influence of controlled substances or alcohol so as to interfere with his or her work duties. The managers must have been trained in recognizing symptoms of substance abuse. The basis for their belief must be written on Reasonable Suspicion Reports, which are to be signed by the managers making the observations. The objective indicators will be patterns of behavior or physiological signs, which are generally recognized by health professionals as being symptoms of impairment caused by controlled substance or alcohol abuse.
  - 2) When an employee who is driving a vehicle on the Employer's business receives a drug- or alcohol-related citation; or is involved in an accident that causes damage of \$3,000 or more and where the driver's ability appears to have been impaired, based on observations by a law enforcement officer; or causes injury to self or others that results in professional medical treatment.
  - 3) When an employee who is operating the Employer's equipment or machinery causes injury to self or others that results in professional medical treatment. For purposes of this paragraph, "equipment and machinery" will not include such things as computers, cameras or communication devices.
  - 4) When an employee is observed by two or more people consuming or possessing open intoxicants or controlled substances while on the Employer's premises. The manager to whom this is reported will document the incident in a Reasonable Suspicion Report that includes the names of any observers.
- B. An employee refusing a test for drugs or alcohol under this article may be subject to discipline.

## **SECTION 6**

- A. If two or more trained managers believe reasonable suspicion exists, as defined in Section 5A (1), then Reasonable Suspicion Reports will be filled out, including statements of the specific objective facts constituting reasonable suspicion. Each manager will fill out a separate, signed report. The facts cited will include specific descriptions of the employee's work impairment, work performance, patterns of behavior and physical appearance, with indications of how, if at all, the employee's behavior, physical appearance and work performance differ from what is customary for that employee. If the circumstances of Section 5A (2), (3) or (4) apply, a manager will document the incident in a signed Reasonable Suspicion Report.

- B. However, if an individual's behavior poses an imminent physical danger to themselves or others or is creating or likely to create a disruption in the workplace, supervisors may complete the Reasonable Suspicion Reports up to sixteen (16) hours after an order to undergo testing.
- C. Permission to proceed with an order to undergo testing must also be received from either the Editor, Managing Editor, Employer's representative in charge of labor relations or a Journal Sentinel Inc. officer, although such managers need not observe the employee. The name of the ranking manager giving permission to order a test (who is different from the managers completing Reasonable Suspicion Reports) will be entered on at least one of the Reasonable Suspicion Reports.
- D. The employee will be informed verbally that he or she is entitled to Guild representation.
- E. Completed copies of the Reasonable Suspicion Reports will be given to the employee before the employee is tested, unless the provisions of Section 6B apply, in which case the copies will be provided within sixteen (16) hours after an order to undergo testing.

Each report will contain the following statement: "You are represented by Local 51 of The Newspaper Guild. In order to ensure that all of your rights are protected in this matter, the Guild strongly encourages you to send it a copy of this report. Do you want a copy of this report sent to the Guild? Yes \_\_\_\_\_ No \_\_\_\_\_."

Upon the employee's authorization, the Guild will receive a copy at that time. The employee and, if one is requested and is reasonably available, a Guild representative will be given a reasonable amount of time to read and discuss the report.

- F. The employee will be given a chance to explain his or her condition prior to testing. Such explanations will be recorded on a Reasonable Suspicion Report.

## **SECTION 7**

- A. Once a test has been ordered, if the employee wishes a Guild representative and one is reasonably available, a Guild representative will be permitted to accompany the individual to the site where the sample is gathered. Both the employee being tested and the Guild representative (if he or she is working at the time) will travel to and from the collection site on the Employer's time and at the Employer's expense.
- B. All tests and laboratory analyses will be conducted by facilities certified by appropriate federal and state regulatory agencies, such as the U.S. Department of Health and Human Services and the U.S. Substance Abuse and Mental Health Services Administration. Appropriate chain-of-custody procedures will be used throughout.

- C. Employees will be allowed to give urine samples in private.

Samples will be divided into two parts. One part will be sent to a lab to be tested at the Employer's expense. The second part will be made available to the employee who is tested or the Guild. The cost of testing the second part will be paid by the employee or the Guild. Any decision by the Guild or the employee not to test the second part is not an admission of a positive finding and may not be viewed as such by the Employer.

Employees must be able to observe the samples until the time they are sealed with evidence tape and placed into appropriate containers for transport to a laboratory for analysis.

All samples will be retained at the Employer's expense and maintained under sample integrity standards as required by U.S. Department of Transportation regulations until any grievance or arbitration is concluded. These samples must be made available for retest at the Guild's or individual's expense as part of any grievance or other administrative proceeding.

- D. Alcohol testing will be conducted in accordance with testing procedures established by the U.S. Department of Transportation.
- E. Testing will be performed only for alcohol, amphetamines, barbiturates, benzodiazepine, cocaine metabolite, marijuana metabolites, methadone, methaqualone, opiates, phencyclidine and propoxhene (Darvon). Tests for other drugs, or for other medical or physiological states or conditions, will not be performed.

The following threshold amounts will be used to determine what is considered a positive test. Levels below these levels will be considered negative tests.

Substance	Screening (nanograms/milliliter)	Confirmation (nanograms/milliliter)
Amphetamines	1,000	500
Barbiturate	200	200
Benzodiazepine	200	200
Cocaine metabolite	300	150
Marijuana (THC)	50	15
Methadone	300	300
Methaqualone	300	300
Opiates	300	300
Phencyclidine	25	25
Propoxhene (Darvon)	300	300

For alcohol, a blood-alcohol concentration of 0.02 to 0.039 may result in suspension of driving on the Employer's business for the remainder of the employee's shift. A level of 0.04 or above may result in the employee being sent home for the remainder of that shift. A level of 0.04 or above may also result in a referral to the EAP, subject to the provisions of Sections 8 and 9.

### **SECTION 8**

A copy of the laboratory results will be given to the employee and the Guild representative.

If the results for the urine sample are below threshold levels, or if the alcohol concentration is below the threshold level, the test will be considered negative and the employee will be made whole for all wages lost and direct expenses, such as taxi fare, incurred during the testing process. No record of a negative finding will be placed in the employee's file, and all references to the test will be removed from all of his or her files.

If the results for the sample, or the alcohol concentration, are at or above threshold levels, the results will be sent to a Medical Review Officer (MRO), who will be a doctor of medicine or osteopathy trained in pharmacology. The MRO will contact the employee to give the employee a chance to explain the results. The employee or the Guild may submit any results from the test of the second part of the sample. However, the failure of the employee or the Guild to have the additional test performed or to present the results to the MRO will not be used against the employee as a basis for discipline, nor will an adverse inference be drawn in any subsequent arbitration proceeding.

If at this point the MRO believes the test results are positive, the MRO may communicate the results of the test to the Employer.

### **SECTION 9**

A. If the MRO determines that the test results are positive and so informs the Employer, the employee may be ordered to go to the EAP for a treatment assessment. Sick leave and disability leave will be available for use during treatment under the same conditions as they are for other health problems.

If the EAP recommends a treatment program, at the employee's request the Employer will help the employee explore treatment options and/or provide financial assistance.

B. All discipline imposed under this article will be progressive and proportional to the infraction.

### **SECTION 10**

Disputes arising from the interpretation, implementation or application of this policy will be subject to the grievance procedures of Article 5.

**SECTION 11**

- A. Random or mass testing is prohibited, except in cases where random testing of an individual employee is part of a last-chance agreement signed by the employee, the Guild and the Employer.
- B. Failure to reasonably follow the procedures in this document will result in the elimination of test results as if no test had been administered, with no discipline imposed.
- C. Employees will not be disciplined for failure to report other employees for suspected drug or alcohol violations of this policy.
- D. Employees will be protected from retaliation if they bring to the Employer's attention their reasonable suspicion that a manager is under the influence of controlled substances or alcohol so as to interfere with his or her work duties.
- E. Employees who are not on duty, and who are called back to work unexpectedly, are entitled to reasonably excuse themselves from returning to work if they believe they put themselves at risk of being subjected to testing. If they do so, no negative consequences will result from such an excuse.

**ARTICLE 28 – DURATION AND RENEWAL**

This Agreement will expire Dec. 31, 2011. Either party may initiate negotiations for a new Agreement no later than May 1, 2011. All terms and conditions of this Agreement will be extended until a successor Agreement is signed or other action, consistent with labor law, is taken by either party.

Agreed this 7th day of June 2010,

**For the Guild:**

**For the Employer:**

\_\_\_\_\_  
**Lawrence Sandler**

\_\_\_\_\_  
**Marilyn Krause**

\_\_\_\_\_  
**Greg Pearson**

\_\_\_\_\_  
**Cindy Wargula**

\_\_\_\_\_  
**Amy Rinard**

\_\_\_\_\_  
**Tom Silverstein**

\_\_\_\_\_  
**Karen Samelson**

## **SIDE LETTER ON WAGES AND PERSONAL DAYS**

- A. In the event of any conflict between any provision(s) of this side letter and any provision(s) of the Agreement, the provision(s) of the side letter will control and supersede the provision(s) of the Agreement.
  
- B. Effective May 3, 2009, the straight-time wage rate for all bargaining-unit employees will be reduced by six and six-tenths percent (6.6%). This wage reduction will remain in effect until the later of the following:
  - 1) May 3, 2010; or
  
  - 2) When the wages of all of the Employer's non-represented employees are fully restored to the level that existed immediately prior to the six percent (6%) wage reduction. If the Employer partially restores the wages for all of its non-represented employees, then bargaining-unit employees will receive a partial restoration of their wages in the amount of that percentage of six and six-tenths percent (6.6%) that equals the percentage of six percent (6%) that was restored to all the non-represented employees.
  
- C. The wage reductions set forth in Section B above will not apply to those bargaining-unit employees who accepted voluntary buyouts and left the Employer's employ in April or May of 2009.
  
- D. Effective on ratification of the Agreement, employees who did not move up a step on the wage scale because the prior Agreement had expired will be moved up to the appropriate step and, also effective on the ratification date, will receive as a new wage rate 93.4% of the applicable minimum wage rate listed in Article 18, Section 1, of the Agreement. Effective on the date of the full or partial restoration of wages described in Section B of this side letter, these employees will be advanced to a percentage of the applicable minimum wage rate that corresponds to the percentage of wages restored for other bargaining-unit employees.

Thereafter, any employee who is eligible to move up a step on the wage scale, or who is promoted to a higher classification, will receive as a new wage rate 93.4% of the applicable minimum wage rate listed in Article 18, Section 1, unless full or partial restoration of wages has occurred, in which case the employee's wage rate will be a percentage of the applicable minimum wage rate that corresponds to the percentage of wages restored for other bargaining-unit employees.

- E. All full-time bargaining-unit employees will receive ten (10) paid personal days off during 2009. Part-time bargaining-unit employees will receive, during 2009, that percentage of ten (10) paid personal days off that equals the percentage of forty (40) hours that they work each week. These days must be taken prior to January 1, 2010; they may not be accrued; and they may not be carried over beyond December 31, 2009. No bargaining-unit employee who leaves the Employer's employ will be paid for unused personal days. In 2010, bargaining-unit employees will receive five (5) paid personal days with the same terms and conditions.

**SIDE LETTER ON WAGE RESTORATION**

Section B of the Side Letter on Wages and Personal Days does not allow the Employer to restore all or part of the 6% wage reduction to a group (as opposed to all) of the non-represented employees if the purpose of that wage restoration is to avoid the Employer's obligation under Section B to make a like restoration to bargaining-unit employees.