

Agreement between

Kenosha News,
a division of
United Communications Corporation

and

Kenosha Newspaper Guild-
Communications Workers of America,
Local 34159

(2008-2010)

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AGREEMENT (2008-2010)

This Agreement is made this 1st day of February, 2008, between the Kenosha News, a division of United Communications Corporation, a corporation hereinafter known as the Publisher, and the Kenosha Newspaper Guild-Communications Workers of America, Local #34159 chartered by The Newspaper Guild-Communications Workers of America, hereinafter known as the Guild, for itself and on behalf of all the employees of the Publisher in the Editorial Department.

ARTICLE I
Recognition and Jurisdiction

Section 1.1. Recognition and Bargaining Unit. This Agreement covers all employees of the Publisher in the Editorial Department with the following exclusions: All supervisors (including but not limited to Editor, Managing Editor, City Editor, News Editor, Sports Editor and Weekend Editor), managerial and confidential employees within the meaning of the National Labor Relations Act.

Section 1.2. Jurisdiction. The jurisdiction of the Guild is:

- (a) The kind of work either normally or presently performed within the unit covered by this contract, and
- (b) New or additional work assigned to be performed within said unit.

The performance of such work shall be assigned to employees of the Publisher within the Guild's jurisdiction. It is understood that the exclusions set forth in Section 1.1 represent individuals whose regular duties may also include the performance of work falling within the scope of Section 1.2. It is further understood that the performance of work falling within the scope of Section 1.2 by no more than two (2) students (or three (3) students by mutual agreement of the parties) at one time for college credit is permitted, provided that no student shall work in excess of twelve (12) months.

ARTICLE II
Union Security

Section 2.1. Union Security.

- (a) In accordance with applicable law, full membership in the Guild is not required as a condition of employment. In the event full membership can lawfully be required as a condition of employment, that shall be required.
- (b) There shall be no discrimination by either the Publisher or the Guild against any employee because of full membership or lack of full membership in the Guild.
- (c) The Publisher shall require as a condition of employment of any employee that he be and remain a member of the Guild no later than the 30th day following his date of hire to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Guild, whenever employed under, and for the duration, of this Agreement.

ARTICLE III
Hiring

Section 3.1. Prohibited Agreements. The Publisher agrees not to have, or enter into, any agreement with any other publisher binding such other publisher not to offer or give employment to the employees of the Publisher.

Section 3.2. No Discrimination in Hiring.

- (a) In accordance with applicable local, state and federal law, neither the Publisher nor the Guild shall discriminate against employees because of age, sex, race, creed, religion, color, national origin, citizenship, disability, union or nonunion activities or any other legally protected status.
- (b) The Publisher will not discriminate on the basis of sexual orientation in hiring.

Section 3.3. Guild Referrals. When hiring new employees, the Publisher shall give full consideration to persons referred by the Guild, all other qualifications being equal. The Publisher shall be the sole judge of qualifications, except that there shall be no discrimination by virtue of the applicant's previous union activities.

Section 3.4. Posting of Vacancies. Whenever a permanent classification vacancy develops, it shall be posted promptly, normally two (2) weeks prior to the leaving of the incumbent.

ARTICLE IV
Information

Section 4.1. Information to be Furnished Upon Signing Contract. Within one month after the signing of this contract, the Publisher shall supply the Guild with a list containing the following information for all employees in the Guild unit then on the payroll:

- (a) Name, address, telephone number, employee identification number, and social security number,
- (b) Date of hiring,
- (c) Classification, full-time or part-time status,
- (d) Experience rating and experience anniversary, and
- (e) Salary, including a description of commission or bonus arrangements. Bonuses do not mean gifts by the Publisher of baskets of fruit, candy, flowers and similar gifts of less than \$25 value at one time.

Section 4.2. Information to be Furnished Monthly. The Publisher shall notify the Guild monthly in writing of:

- (a) All merit increases granted by name of employee, individual amount, resulting new salary and effective date.
- (b) Step-up increases paid by name of employee, individual amount, resulting new salary and effective date.
- (c) Changes in classification and any salary changes by reason thereof and effective date, and
- (d) Resignations, retirements, deaths and any other revisions in data listed in Section 4.1 and effective date.

Section 4.3. Information Concerning New Hires. Within one week after the hiring of a new employee, the Publisher shall furnish the Guild in writing with the data specified in Section 4.1 for each new employee.

Section 4.4. Right To Respond. The Publisher shall furnish to the employee and to the Guild a copy of any criticism simultaneously with its being placed in the employee's personnel file. The employee and/or the Guild shall be allowed to place in such a file a response to that criticism. An employee shall be furnished upon his request a copy of any derogatory personnel record.

ARTICLE V
Grievance Procedure

Section 5.1. Definition of a Grievance — Grievance Committee. The Guild shall designate a committee of its own choosing to take up with the Publisher or his authorized agent any matter arising from the application of the Agreement, or affecting the relations of the employees and the Publisher. Nothing herein shall be understood to bind the parties to arbitration of the renewal of an agreement to succeed this Agreement.

Section 5.2. Time Limits. The Publisher agrees to meet with the committee within five (5) working days after a request for such a meeting; efforts to adjust grievances may be made on Company time. At the time of the request for a meeting, the committee shall provide the Publisher with a copy of the written grievance. In order to be timely a grievance must be submitted within fifteen (15) regularly scheduled working days following the date on which an aggrieved employee knew (excluding workdays on which the aggrieved employee is on vacation) or the Guild knew or reasonably should have known of its occurrence. The time limit in each step may be extended by mutual written agreement of the Publisher and the Guild. The Guild by written notice can extend the grievance filing period by an additional fifteen (15) working days, provided that no liability shall accrue against the Publisher during the additional fifteen (15) working period.

Section 5.3. Arbitration.

- (a) **Matters Which May Be Submitted.** Any matter arising from the application of this Agreement, or affecting the relations of the employees of the Publisher (but excluding renewal of this Agreement) not satisfactorily settled within fifteen (15) working days of its first consideration may be submitted to final and binding arbitration by the Guild within fifteen (15) working days after receipt of the Publisher's written answer to the grievance. The Guild, by written notice to the Publisher, may extend this period by an additional fifteen (15) working days, provided that no liability shall accrue against the Publisher during this additional fifteen (15) working days period. The Publisher's written answer shall be given within fifteen (15) working days of the first consideration of the grievance.
- (b) **Procedures.** The Publisher and the Guild shall attempt to appoint an impartial arbitrator, who shall hear evidence, consider the arguments and render a written decision setting forth the grounds upon which it is based.

If the parties cannot agree upon the appointment of an arbitrator within fifteen (15) working days, either party may request the American Arbitration Association to submit a panel of five arbitrators. Each party will number the names in the order of preference, and the individual ranking highest will serve as impartial arbitrator.

- (c) **Sharing of Expenses.** Any expenses incurred jointly through arbitration shall be shared equally by the Publisher and the Guild, including the cost of a stenographic transcript for the Arbitrator provided it is requested by the Arbitrator.

- (d) The Arbitrator shall have no right to add to, subtract from or modify the provisions of this Agreement. An arbitrator's decision rendered in accordance with the terms of this Agreement shall be final and binding.

Section 5.4. Meetings in Cases of Disciplinary Discharges or Suspensions.

- (a) The Guild shall be given the opportunity to meet with the Publisher before an employee is discharged or given a disciplinary suspension, provided that the Publisher may immediately suspend an employee and require that the employee leave the premises if the Publisher reasonably believes that such action is warranted.
- (b) Such meeting shall be held within two (2) working days of the Publisher's notice to the Guild of its intention to discharge or impose a disciplinary suspension, or within one (1) working day in the event the employee has already been suspended
- (c) It is intended that the facts will be thoroughly discussed at such meeting. The Guild shall be given the reasons for the disciplinary action and afforded the opportunity to respond. The Guild shall present any negating or mitigating evidence.
- (d) The Publisher shall give the Guild written notice of its affirmance, modification, or revocation of the disciplinary action following such meeting. The Guild reserves the right to grieve and arbitrate disciplinary discharges or suspensions consistent with the terms of this Agreement.

Section 5.5. "Working Days" Defined. The term "working days" as used in this Article V and where otherwise appropriate shall mean all days other than Saturdays, Sundays and contractually designated holidays.

Section 5.6. Grievances Involving Appendix F. Any grievance between the parties with respect to Appendix F shall be resolved through expedited arbitration in accordance with Section 5.2 and this Section 5.6. Any grievance with respect to Appendix F not resolved within (15) working days or the Publisher's response, whichever is earlier, may be submitted to expedited arbitration in accordance with this section. Arbitrator Robert McAllister or, if he is unavailable, another agreed upon Arbitrator shall be selected to hear the grievance. Both parties shall be given forty-eight (48) hours from 5:00 pm the last day of hearing to submit a post-hearing brief. The parties shall request that the Arbitrator issue a ruling granting the grievance in whole or in part or denying it in whole within forty-eight (48) hours of when briefs are last due. The Arbitrator shall thereafter within ten (10) working days following the issuance of his ruling issue a written decision (if he has not previously done so).

ARTICLE VI
Security

Section 6.1. Discharge. There shall be no discharge except for just and sufficient cause except:

- (a) The first 90 days of employment shall be considered as the probationary period. During this period of probation, an employee may be discharged for any reason not connected with or relating to union activity.
- (b) Any employee discharged by the employer during his probationary period shall be given one (1) week's notice of the employer's action and, except as provided in Section 7.1(c), shall be granted one (1) week's severance pay payable with his final paycheck.
- (c) Upon completion of the probationary period, all rights granted by this Agreement which are dependent upon length of service with the company shall accrue as of the employee's original date of hire.

Section 6.2. No Reprisals. There shall be no discharges or economic reprisals as a result of putting this agreement into effect.

Section 6.3. Notice Upon Layoff or Discharge.

- (a) The Guild and the employee shall receive notice in advance of any layoff in accordance with the following schedule:

Seniority of Employee to be Laid Off	Minimum Advance Notice
Less than 6 months.....	4 weeks
6 months, but less than 12 months	3 weeks
12 months or more	2 weeks

At the same time notice shall be given of the reasons for layoff.

- (b) An employee discharged for just cause shall be given the reasons alleged to constitute just and sufficient cause.

Section 6.4. Dismissals for Economy Reasons. Employees dismissed for economy reasons shall be placed on a rehiring list for three (3) years and rehired before any new employees are hired during that period. In dismissals for economy reasons, employees shall be dismissed in the reverse order of hiring, and employees rehired shall be rehired in reverse order of dismissal. An employee on the rehire list shall not lose his rights under this Section for declining rehire to a different classification than the one he held at the time of economic dismissal.

In the event an employee is rehired within three (3) years as provided above, periods of unemployment resulting from economy dismissals shall be bridged for purposes of computing

severance pay, vacations and other benefits under the Agreement. Severance pay shall not, however, be paid twice for any period of employment.

Section 6.5. No Discrimination.

- (a) In accordance with applicable law, there shall be no discharge, discipline or other discrimination against any employee by the Publisher because of his membership or activity in the Guild, nor because of age, sex, race, creed, color or national origin. There shall be no interference or attempt to interfere with the operation of the Guild, provided the foregoing shall not be construed as a waiver of any right by the Publisher.
- (b) The Guild also agrees that in accordance with applicable law, it shall not discriminate against any employee because of his membership or activity in the Guild, nor because of age, sex, race, creed, color or national origin.

Section 6.6. Right to Discuss Speedup. Management recognizes the Guild's right to discuss with management the imposition of unreasonable duties constituting in fact a speedup.

Section 6.7. New Technologies and the Changing Media Environment.

- (a) The Employer is a media/content company that must be prepared to disseminate content via print, wireless, podcast, the Web (including but not limited to blogs, forums, or electronic bulletin boards), or on platforms yet to be created. Employees are working in a changing environment and with changing technologies. For example, editorial employees may be required with appropriate training as needed to write copy, edit news material, take photos, produce videos, audio, prepare and update on-line content, do voice-overs, re-package content and engage in a variety of functions not historically a part of traditional print journalism.
- (b) It is recognized that employees hired before February 1, 2008 have not been required to perform all of the duties provided above. While these employees are not expected to be immediately proficient in all of these duties, they are expected to give a fair effort. An employee who meets the obligation to give a fair effort over time shall not be subject to discipline. Any discipline shall be for just and sufficient cause, as provided in section 6.1.
- (c) The Guild shall be given thirty (30) days of notice of intent to introduce new or modified equipment, machines, apparatus or processes which will create new job classifications or alter the job content of existing classifications, provided that the Publisher will notify the Guild at least sixty (60) days in advance of any layoff of bargaining unit members as the result of technological change. No employee in the bargaining unit whose last date of hire into the unit precedes April 26, 1979 shall be dismissed as a result of the introduction of such equipment, machines, apparatus or processes and any such employee whose displacement may be agreed to shall be retrained at the expense and on the time of the Publisher and

continued in the employ of the Publisher in a suitable job at no reduction in salary or impairment of benefits.

Section 6.8. Employee Criticism. During the term of this Agreement, a non-probationary bargaining unit employee shall be subject to discipline or discharge because of either written or oral criticism of the Publisher only for just cause.

Section 6.9. Voluntary Termination Incentives.

- (a) In the event the Publisher desires to offer voluntary termination incentives to groups of employees to reduce the force, it will afford the Guild the opportunity to bargain concerning the terms of the voluntary incentives. Absent agreement, the Publisher may post voluntary incentives based on the last offer presented to the Guild.
- (b) Upon notification to the Guild, the Publisher and an employee may negotiate an individual incentive agreement for that individual employee's voluntary separation from employment. Terms of an individual agreement may include any amount or items mutually agreeable to both the employee and the Publisher. In such a circumstance, an employee has the right to include the Guild in the negotiations toward the individual incentive agreement. In addition, the Guild has the right to review the terms of any such individual agreement prior to signing; however, the terms of the agreement will be treated confidentially.
- (c) This Section 6.9 Voluntary Termination Incentives does not modify an employee's right to decline to accept any voluntary termination incentive or the employee's right, if any, to receive severance pay in accordance with Article VII, if the employee is laid off.

ARTICLE VII
Severance Pay

Section 7.1. Severance Pay Rights.

- (a) When an employee is dismissed for any reason other than just cause, or failure to maintain good standing in the Guild, he shall be paid in addition to the wages otherwise due him, one (1) week's pay for each six (6) months or major fraction thereof, of continuous service with the Publisher, the maximum of such severance pay not to exceed an amount equivalent to forty-two (42) weeks' straight time pay, such severance compensation at the rate of pay the employee actually was receiving in his regular classification at the time of separation.

- (b) Where an employee is laid off by the Company for economic reasons for more than four (4) consecutive weeks he may elect to completely sever employment with the Company (thereby relinquishing all rights under the contract) and accept severance pay. Such an employee shall be ineligible for re-employment with the Company for a period of one (1) year. Such election shall not be available to an employee during that period in which he could be permanently replaced due to and during a labor dispute with the Company, or if the Union and/or its members sponsor, promote, or support a boycott or attempted boycott of subscriptions to or advertising in the paper to further the concerted ends of the bargaining unit, or when laid off by virtue of a labor dispute between the Company and any other party.

- (c) An employee whose last date of hire into the bargaining unit precedes April 26, 1979, discharged for cause shall be paid in addition to the wages otherwise due him, one (1) week's pay for each full year of continuous service with the Publisher, the maximum of such severance pay not to exceed an amount equivalent to forty-two (42) weeks' straight time pay, such severance compensation to be computed at the average weekly rate of salary received by the employee during the previous six (6) months. An employee hired into the bargaining unit after April 26, 1979, discharged for cause shall not receive severance pay.

ARTICLE VIII
Transfers and Promotions

Section 8.1. Transfers and Promotions.

- (a) Present employees shall be given first consideration in filling vacancies in higher classifications. Notice of all such vacancies shall be posted on all bulletin boards in the Editorial Department and given to the Guild.
- (b) Employees desiring to fill such vacancies shall submit written applications within six (6) working days of such posting. Where qualifications are comparable, seniority shall govern the selection of employees for the higher classification. The Publisher shall be the sole judge of qualifications.
- (c) Employees who are promoted shall be entitled to a six-month trial period after which they shall be confirmed in the classification if they qualify. If the employee is not confirmed, the Publisher shall spell out in written detail any and all facts, events, and circumstances leading to the decision. Employees shall be free to refuse promotions without prejudice to their previous classifications.

Section 8.2. Transfers to Another Enterprise or City. No employee shall be transferred by the Publisher to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Publisher, or by a subsidiary, related or parent company of the Publisher, without the employee's consent and payment of all transportation and other moving expenses of himself and his family. There shall be no reduction in salary or impairment of other benefits as the result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

Section 8.3. Transfer to Different Classifications. No employee shall be transferred by the Publisher to another classification in his department, or to a classification in another department without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such job transfer, nor shall any employee be penalized for refusing to accept such transfer.

ARTICLE IX
Hours and Overtime

Section 9.1. Normal Workweek. The five-day, 38.75-hour workweek shall obtain.

Section 9.2. Normal Workday. The working day shall consist of 7.75 hours falling within 8.75 consecutive hours. A shift or assignment extending beyond midnight (including overtime) shall be considered as having been performed on the calendar day on which the shift or assignment commenced.

Section 9.3. Overtime. The Publisher shall compensate for all overtime at the rate of time and one-half in cash, provided an employee shall receive double time for all work on a scheduled workday in excess of twelve (12) hours. Overtime shall be defined as work beyond the unit of hours in the workday or workweek, or any work performed at hours not scheduled where scheduling is required.

Section 9.4. Travel Time Pay. Any full-time employee required to work after having left the office shall be paid for travel time to and from work at the overtime rate, to be calculated to and from 5800 7th Avenue, Kenosha, Wisconsin, or the appropriate bureau office, not to exceed two (2) hours.

Section 9.5. Work Schedules.

- (a) Work schedules, i.e., the days and starting times a regular full-time employee is scheduled to work, shall be posted three (3) weeks in advance.
 - (i) The Publisher has the right to change without penalty the work schedule during its first week of posting.
 - (ii) Section 9.5(a)(i) shall not apply to scheduling as it relates to the six (6) holidays named in Section 10.1.
- (b) It is understood that occasions will arise when either the Publisher or a scheduled employee may want to change the posted work schedule. On such occasions, when all affected parties agree that the requested change is reasonable, every reasonable effort will be made to accommodate the request. This shall also apply to work scheduled on a holiday.
- (c) The Publisher shall make a reasonable effort to accommodate an employee's request made not less than three (3) weeks in advance to be scheduled off on a particular day to attend a special event.
- (d) As an exception to Section 9.3, by mutual Agreement an employee and the Publisher may lengthen or shorten the workday. If an employee works a shorter day, he can work the difference later in the same week. If an employee works a longer day, he can work that much less later in the same week. Under such circumstances, overtime as provided for in Section 9.3 will not apply unless the hours worked exceed 38.75 for the week. The agreement of a full-time employee

to work less than 38.75 hours in one week under this subsection (d) will not affect his full-time status, seniority and other rights based on working a 38.75 hour week.

Section 9.6. Shifts.

- (a) Any employee who works a sixth shift or seventh shift (or a shift beyond a seventh shift) in a financial week shall be paid at the rate of time and one-half or double time, respectively, with a minimum one-half day's pay at the appropriate overtime rate in addition to his regular weekly salary.
- (b) Unless agreed by the employee, no employee shall be required to work any shift without a minimum eight (8) hours between shifts.
- (c) The Publisher shall consider employee preference and seniority in arranging off days.

Section 9.7. Overtime Records. The Publisher shall cause a record of all overtime performed by unit employees to be kept. Such record shall be available to the Guild on request.

Section 9.8. Mandatory Assignments.

- (a) If an editor is unable to find a qualified reporter or photographer using the present practice to secure voluntary coverage of a news event before or after office hours after making a reasonable effort to do so, he may then make a mandatory assignment going to the bottom of a rotating list of general assignment reporters (or a photographer's list) and assign the work to the first qualified available employee on that list who thereafter shall go to the top of his list, provided no employee shall be so assigned two (2) consecutive times. The Publisher shall determine qualifications.
- (b) If an exempt editor is unable to find a qualified copy editor to work during a week using the present practice to secure voluntary coverage after making a reasonable effort to do so, he may then make a mandatory assignment going to the bottom of a rotating list of persons qualified as copy editors and assign the work to the first available employee on that list who thereafter shall go to the top of that list, provided no employee shall be so assigned two (2) consecutive times. In addition, no employee shall be assigned, under the provisions of this section, to two (2) shifts within one (1) day. No employee shall be included on both this list and the ones referred to in Section 9.8(a). The Publisher shall determine qualifications.

ARTICLE X
Holidays

Section 10.1. Paid Holidays. The following holidays shall be granted to all employees with full pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In addition, there shall be three (3) floating holidays each year. Subject to other applicable scheduling provisions in this Article and Article XI, these days may be scheduled at the employee's option, providing this does not hamper production of the newspaper.

Floating holidays are earned in the current year as follows:

<u>Hire Date</u>		<u>Separation Date</u>	
01/1 -- 03/31	3 holidays	01/1 – 03/31	1 holiday
04/1 – 09/30	2 holidays	04/1 – 09/30	2 holidays
10/1 – 12/31	1 holiday	10/1 – 12/31	3 holidays

Section 10.2. Holiday Workweek. A holiday not worked shall be considered a day worked for purposes of computing overtime in holiday weeks.

Section 10.3. Holiday Falling on Regular Day Off. An employee whose regular day off falls on a holiday shall receive an additional day off. This additional day off shall be taken within sixty (60) days after the regular holiday at the employee's option, providing this does not hamper production of the newspaper, or thereafter at the discretion of the Employer. Requests for the additional day off should be made fifteen (15) working days in advance and not more than one (1) employee shall be off on these additional holidays at one (1) time.

Section 10.4. Work on a Holiday.

- (a) A regular full-time employee may be scheduled to work his full shift on a holiday but notice shall be posted three (3) weeks in advance.
- (b) A regular full-time employee who works on a holiday shall be compensated at time and one-half (1½ x) plus one compensating day off.

- (c) A part-time employee required to work on a holiday shall receive time and one-half (1½ x) for work performed on the holiday plus their normal percentage of holiday pay (at straight time) for the holiday.

Section 10.5. Eligibility Requirements. In order to be eligible for holiday pay an employee must have worked or been paid for his last regularly scheduled workday in the seven (7) days preceding and his first regularly scheduled workday in the seven (7) days following the holiday unless excused by an exempt person or absent for good cause shown. Tardiness for good cause shown shall not disqualify an employee for holiday pay.

ARTICLE XI
Vacations

Section 11.1. Amount of Vacation.

- (a) An employee who has been in the service of the Publisher continuously for a period of six (6) months, but less than one (1) year on September 30, shall receive one (1) week's vacation with pay, plus $\frac{5}{6}$ (five-sixths) day's vacation with pay for each month of service or major fraction thereof in excess of six (6) months, during the normal vacation period that year.
- (b) An employee who has been in the service of the Publisher continuously for a period of one (1) year, but less than three (3) years on September 30, shall receive two (2) weeks' vacation with pay during their normal vacation period that year.
- (c) Employees with three (3) years of continuous service on September 30 shall receive three (3) weeks' vacation with pay during the normal vacation period that year.
- (d) Employees with eight (8) years or more of continuous service on September 30 shall receive four (4) weeks' vacation with pay during the normal vacation period that year.
- (e) Employees with twenty (20) years or more of continuous service on September 30 shall receive (five) 5 weeks' vacation with pay during the normal vacation period that year.
- (f) (Deleted by agreement of the parties.)
- (g) Vacation shall be arranged according to seniority within the following general groupings (as more fully explained in the attached letter of understanding): City Reporters, Features Reporters, Copy Desk, Connections Desk/Day Copy Desk, Photo, Sports, Bureau/Night Reporters. An employee shall have two (2) working days from the time his name reaches the top of the seniority scheduling list within his group to sign up for his vacation. If he does not sign up for any or all of his vacation during the time limit, he shall then move to the bottom of the seniority scheduling list. Subject to the further limitation set forth at (h) below, only (1) employee from each group shall be off at one time, provided that up to two (2) employees in the City Reporters Group may be off at one time. The general groupings may be amended by mutual written agreement of the parties.
- (h) Vacation Periods. The normal vacation period shall be defined as that time between January 1 and December 31. The maximum number of personnel on vacation at any time is eight (8).

Section 11.2. Holiday Falling During Vacation. An employee whose vacation time includes a holiday shall receive an additional day of vacation. Upon written request submitted at least thirty (30) days in advance, the day off of each employee in the weeks preceding and following his

vacation shall be scheduled to immediately precede and follow his vacation and shall be added to his vacation, unless such scheduling would hamper the production of the newspaper.

Section 11.3. Notice of Intent to Carry Over Vacation. If an employee has not taken all of his vacation accrued as of September 30 in any year by December 31, he may, at his option, carry over up to two (2) weeks of such unused vacation time to the following year. An employee with unused vacation who has not notified the editor in writing prior to November 1 of the year in which vacation is accrued of his intent to use that vacation prior to December 31 shall automatically be considered as carrying over all unused vacation (up to two (2) weeks) to the following year.

Section 11.4. Vacation Rights Upon Termination. Upon termination of employment an employee or his estate shall receive accrued vacation pay due him on a pro-rated basis. The Guild agrees that should an employee consume accrued vacation time which has not been earned on his date of severance, the Publisher shall have the right to recover such overpayment from the employee.

Section 11.5. Consecutive Vacation. No employee shall schedule in excess of three (3) weeks (fifteen (15) workdays) of consecutive vacation. The Publisher, at its sole discretion, may permit an employee to schedule in excess of three (3) weeks of consecutive vacation, but the granting of any such request shall not be construed as establishing a precedent.

Section 11.6. "Reserved Vacation." Effective January 1, 1986, "reserved vacation" can be taken in accordance with the following:

- (a) An employee may reserve one (1) week of vacation to be taken in increments of less than a full week (but not less than a full day). A maximum of three (3) such reserved vacation days may be taken within five (5) consecutive scheduled work days and cannot be taken in conjunction with compensating days provided for in Sections 10.3 and/or 11.2.
- (b) After all full weeks of vacation have been scheduled for the unit in accordance with Section 11.1, all unit employees shall have ten (10) working days to schedule reserved vacation in accordance with unit-wide seniority. Thereafter, reserved vacation days shall be scheduled on a first-come basis, provided that three (3) weeks' advance notice must be given.
- (c) Reserved vacation shall not count toward the "maximum personnel off" vacation limits set forth in Section 11.1(g) and (h). Instead, one (1) day of reserved vacation may be taken by not more than one (1) unit employee on any day (excluding any day on which an additional day off is scheduled by any unit employee as provided for in Sections 10.3 and/or 11.2).
- (d) (Deleted by agreement of the parties.)
- (e) Whenever any full-time employee(s) is (are) off work (excluding normal off days) the Publisher may hire a part-time employee (or employees) as substitute(s) which shall not count toward the hiring limitations set forth in Appendix D. Nothing

contained in this Section 11.6 shall be construed as limiting the Publisher's right to hire temporary employees.

Section 11.7. Direct Deposit. The Company will continue to provide for the direct deposit of wages so that an employee on vacation has access to those funds. The practice of pre-paying for vacation periods is eliminated.

ARTICLE XII
Sick Leave and Insurance

Section 12.1. Sick Leave.

- (a) (1) Eligible employees shall accrue one (1) day of sick leave for each month of employment (two (2) weeks for service prior to 4/26/73 per year).
- (2) While sick leave benefits are accrued from the first month of employment, no employee shall be paid sick leave benefit for any sickness occurring during the first year of employment. A part-time employee converting without interruption to full-time status shall be given credit for part-time service for purpose of accessing sick leave. For example, an employee who worked six (6) months as a part-time employee who converts to full-time status without an interruption in employment can access sick leave six (6) months later. So there is no misunderstanding, this does not alter the fact that such an employee only begins to accrue sick leave upon attaining full-time status.
- (3) The maximum accumulation of sick leave benefits shall be twenty-six (26) weeks (i.e., 130 days) except that employees who have more than twenty-six (26) weeks of accrued sick leave on 5/1/85 shall have the excess over twenty-six (26) weeks placed in a separate sick leave reserve. This reserve may be used whenever the employee's regular sick leave account has been exhausted.
- (4) The Publisher may require any employee covered under this Agreement to furnish satisfactory proof of illness. The Publisher shall pay the expense of furnishing satisfactory proof of illness, retaining the right to determine what physician shall be called.
- (5) The amount of statutory disability benefits or workers' compensation benefits received by an employee shall serve as an offset against the sick leave benefit obligations of the company.
- (b) In case of critical illness or death in the immediate family of any employee covered by this agreement, three (3) days' leave with pay shall be allowed, this time to be deducted from accrued sick leave. Immediate family is understood to mean father, mother, brother, sister, wife, husband, child, grandparents or grandchildren of an employee covered by this agreement, or spouse's father, mother, brother, sister, child, grandparents or grandchildren.
- (c) In case of maternity of the wife of an employee covered by this contract, leave amounting to one full working day shall be allowed, this time is to be deducted from accrued sick leave.

Section 12.2. No Deductions. No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

Section 12.3. Life, Health, Dental, Vision, Disability & Retirement.

- (a) Eligible members of the bargaining unit will participate in the following United Communications Corporation (UCC) plans as provided below in accordance with the terms of those plans:
 - 1. UCC Group Life Plan (Kenosha)
 - 2. UCC Group Health Plan
 - 3. UCC Group Dental Plan
 - 4. UCC Group Vision Plan
 - 5. UCC Group Long Term Disability Plan
 - 6. UCC Retirement Plan
 - 7. UCC Flexible Benefits Plan
 - 8. UCC Flexible Spending Account
- (b) Eligible members of the bargaining unit will receive copies of all Summary Plan descriptions.

Section 12.4. Right to Select Carriers. The benefits provided for in this Article XII shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Publisher. “Insurance companies” include regular line insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Publisher and the insurance company.

Section 12.5. Health Care Advisory Committee/Health Risk Assessments (“HRA”).

- (a) With respect to the UCC Group Health Plan to be effective in calendar years (“health plan years”) 2009 and 2010, the Guild may designate a member of the bargaining unit to participate on a health care advisory committee composed of other members selected by the Company. This committee will receive information relating to the health plan purchasing process and have a reasonable opportunity to ask questions and offer suggestions to consultants or Company representatives responsible for structuring the Health Plan for the relevant health plan year.
- (b) The Company may offer an HRA or similar functioning physical to employees (and others eligible for coverage under the Health Plan (“eligible dependents”)) in conjunction with its wellness initiative. Participation in the HRA will be voluntary for the health plan years specified in subsection (a) above. The failure to participate in the HRA for the health plan years specified in subsection (a)

above will not disqualify an employee and/or eligible dependents from coverage under the Health Plan. An employee and/or eligible dependents may, however, qualify for incentives (*e.g.*, premium discounts) for coverage under the Health Plan if they participate in an HRA or private similarly functioning physical taken within three (3) months of the start of the health plan year.

- (c) If the Company offers an HRA or similar functioning physical to employees and eligible dependents for the health plan years specified in subsection (a) above, the parameters of the HRA, including the particulars of the exam, as well as how the results are going to be used, will be disclosed in writing at least two (2) weeks prior to the first HRA appointment time slot.

ARTICLE XIII
Leaves of Absence

Section 13.1. Leaves for Good and Sufficient Cause. Upon request, the Publisher shall grant employees leaves of absence for good and sufficient cause. However, only one leave may be granted at a time, except in emergency.

Section 13.2. Guild Leave (Election or Appointment). If an employee is elected or appointed to The Newspaper Guild or AFL-CIO office or office of a local of the Newspaper Guild, or office of any organization with which The Newspaper Guild is affiliated, such employee, upon his request and forty-five (45) days' written notice, shall be given a leave of absence for one (1) year with the privilege of renewal, and shall be reinstated in the same or a comparable position upon the expiration of such leave.

Section 13.3. Guild Leave (Conventions). Leaves of absence upon request shall be granted to employees elected or appointed delegates to conventions of The Newspaper Guild, AFL-CIO, or any organization with which The Newspaper Guild is affiliated, and to delegates to special meetings called by The Newspaper Guild, or by any branch thereof or by any organization with which The Newspaper Guild is affiliated. Employees appointed to attend any other meetings as union representatives, and employees elected to any city, county, state or federal bodies shall be granted leaves of absence, to attend meetings of these groups and to perform all duties associated with the office. But the leaves of absence under Section 13.3 of this article shall not be granted to more than one employee at a time, if such leaves would hamper the production of the newspaper.

Section 13.4. Maternity Leave. Maternity leave shall be granted in accordance with applicable law. Consistent with the foregoing, a female employee with at least one year's seniority shall be granted upon request an unpaid maternity leave to be taken during the period ninety (90) days immediately before and ninety (90) days immediately after the birth of her child.

Section 13.5. Effects of Leave on Continuous Service. Leaves provided for in this article shall not constitute breaks in continuity or service in the computation of severance pay, vacations and other benefits under this contract, but leaves under Section 13.1, 13.2 and 13.4 of this article may be deducted in computing severance pay.

Section 13.6. Conditions of Leave. Before leaves of thirty (30) days or more become effective, the employee and the Publisher shall sign a written agreement, approved by the Guild and Publisher, outlining the conditions of such leave. The agreement shall be made upon the form attached to the contract.

ARTICLE XIV
Military Service

Section 14.1. Military Leave. Any employee who leaves the employment of the Publisher to enter military service of the United States government shall be considered an employee on leave of absence, and on release from such service shall resume his position, or a comparable one with a salary no less than what he would have received if his service with the Publisher had been continuous.

Section 14.2. Effects of Military Leave.

- (a) Time spent in such service shall be considered service time with the Publisher in computing experience rating, severance pay, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Publisher.
- (b) If any employee, upon his return from such service, is found to be physically incapacitated to the extent that he is unable to resume his former employment the Publisher shall make all efforts to place him in other acceptable employment and shall consult with the Guild thereon.
- (c) Application for resumption of employment must be made within ninety (90) days after termination of such service, plus travel time from separation center to place of employment.
- (d) An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and at a salary no less than what he would have received if his service in the former classification had been continuous. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which he was promoted. In the event of a subsequent permanent change in employment, and consequent change of classification, the employee shall receive full experience credit in such new classification for the period in which he has already been engaged in such new classification.
- (e) An employee hired as a replacement for one entering such service shall be covered by all the provisions of this agreement, except Section 14.1 of this military service clause, and except that such employee, on entering such military service, shall be given pro-rata vacation pay.
- (f) An employee hired as a replacement for one entering the service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.
- (g) Leaves of absence shall be granted to employees for required annual training service with the National Guard and the Army, Navy, Marine, Air Force or Coast Guard Reserve. The Publisher will pay the difference between service pay and

company pay for a period not to exceed two (2) weeks in any one (1) year. Consistent with applicable law, at the time the employee leaves for such required annual training service, the employee, upon request, will be paid all or a portion of his accrued vacation pay, provided that such vacation pay shall not exceed the duration of the required annual training service (e.g., an employee with a two-week commitment could request up to two weeks' of accrued vacation pay). Nothing contained in Article 14 shall be construed as limiting whatever rights an employee might otherwise have to schedule vacation during the period immediately before or after such required annual training service.

- (h) Consistent with applicable law, at the time an employee leaves the employment of the Publisher to enter military service of the United States government, the employee, upon request, will be paid all or a portion of his accrued vacation pay, provided that such vacation pay shall not exceed the duration of the time spent in military service. Nothing contained in Article 14 shall be construed as limiting whatever rights an employee might otherwise have to schedule vacation during the period immediately before or after such military service.

ARTICLE XV
Part-Time & Temporary Employees

Section 15.1. Definition. A part-time employee is one who is hired to work regularly less than the workweek provided in this contract. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months, except that temporary employees hired as summer replacements may be employed for four (4) months.

Section 15.2. Effect of Employment. Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees nor where such employment would eliminate a regular full-time employee. The Company shall be permitted to hire part-time employees to replace no more than two (2) full time employees who voluntarily leave, it being understood that this right shall lapse after the Company hires such replacement for the second such departing full-time employee. Additionally, the conversion of a part-time employee to full-time status shall not convert that position to a full-time position for the purposes of Section 15.2 unless that part-time employee moves into a position previously held by a full-time employee.

When a part-time employee is hired as such a replacement for a full-time employee the Company shall advise the Union in writing of that fact.

If a part-time employee is “converted” to full-time status because s/he moves into a position that previously was occupied by a full-time employee, and that now full-time employee subsequently leaves, that position will continue to be regarded as a full-time position for the purposes of Section 15.2. If a part-time employee is “converted” to full-time status because s/he moves into a new position or because his/her position is upgraded to full-time status, the position will continue to be regarded as a part-time position for purposes of Section 15.2.

A separation is “voluntary” for the purposes of Section 15.2 when an employee departs for any reason except discharge or layoff.

The parties agree that the language added to Section 15.2 in this contract does not take away the rights the Company had to hire other part-time employees under the prior Section 15.2.

Section 15.3. Rights of Part-Time and Temporary Employees.

- (a) Part-time and temporary employees are covered by all applicable non-economic provisions of this agreement. They are eligible for only those economic benefits expressly provided for in this Article and in Section 18.6(a) and (b). Their eligibility for vacations and holidays shall be on a pro-rata basis, computed in the following manner: the number of hours actually worked by or paid for each employee in the preceding calendar year will be divided by the total number of hours (excluding overtime) which a regular full-time employee would normally work or be paid for in the same preceding calendar year. Eligibility benefits under the UCC Retirement Plan is set forth in that Plan. Eligibility for mileage shall be in accordance with Section 19.1.

- (b) A part-time employee shall be eligible to participate in the UCC Group Health Plan in accordance with the following:
- (1) A part-time employee who has actually worked a minimum of 1,000 hours for the Company during the previous calendar year will be eligible to participate on a pro-rata basis, computed in accordance with Section 15.3(a), in the UCC Group Health Plan.
 - (2) An eligible part-time employee declining participation in said Plan (either when participation is first offered or during subsequent years, if any, during which the employee remains eligible) must fulfill the requirements set forth in Section 15.3(b)(1) in a subsequent year to again become eligible to participate in said Plan.
 - (3) A part-time employee who meets the eligibility requirements set forth above and who elects to participate in said Plan shall remain eligible for continued participation unless that part-time employee actually works less than 500 hours for the Company during any calendar year, in which case that part-time employee must fulfill the requirements set forth in Section 15.3(b)(1) in a subsequent year to again become eligible to participate in said Plan, provided that such a part-time employee who has been employed by the Company for at least three (3) years whose failure to meet the 500-hour requirement is due to medical disability supported by medical evidence acceptable to the Company shall be credited with having worked 500 hours for that calendar year. Such a credit shall be granted only once per part-time employee.
 - (4) Company contribution toward single or family coverage under said Plan shall be on a pro-rata basis.

Section 15.4. Pay. Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience, plus any overscale.

Section 15.5. Advancement on Salary Schedule.

- (a) A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits in proportion to the actual number of hours worked.
- (b) A part-time employee who has not had a step increase for at least nine (9) months and who has actually worked one-half of the total number of hours needed for the next step increase shall be paid at the midpoint between the employee's current step rate and the next step rate (plus any overscale). Payment pursuant to this subsection (b) will not be considered an overscale payment and will not affect an employee's entitlement for benefits as provided in subsection (a). When the employee completes the total number of hours needed for the next step increase s/he shall be paid the minimum rate as provided for in this Agreement for that step (plus any overscale).

Section 15.6. Preferences in Hiring. Part-time employees hired prior to 4/26/76 shall be given preference when hiring full-time or temporary employees, and temporary employees shall be given preference when hiring part-time employees, all other qualifications being equal.

Section 15.7. Use of Vacation or Floating Holidays in Case of Illness or Injury.

- (a) Part-time employees are permitted to use available vacation or floating holiday time to cover absences from work due to bona fide illness or injury. If vacation or floating holiday time is used to cover such an absence, the Company will not classify the absence as a missed assignment for the purposes of Appendix D, Section D. 3(b).
- (b) Available vacation or floating holiday time used as provided for in subsection (a) shall be seven and three-quarter (7-3/4) hours or the normal length of the employee's shift.
- (c) This Section 15.7 will expire twenty-four (24) hours before the expiration date of this Agreement. After this expiration of Section 15.7, continuation of the arrangements set forth at subsection (a) and (b) above must be by mutual written agreement of the parties.

ARTICLE XVI
Deleted by agreement of the parties 9/30/91.

ARTICLE XVII
Minimum Salaries

Section 17.1. Minimum Salaries.

- (a) The Salary Schedule and the “Schedule of Determinable Increases” effective during the term of this Agreement are set forth at Appendix A. The Determinable Increases set forth all increases for the term of this Agreement for members of the bargaining unit employed as of the effective date of this Agreement. In the event of an express or implied conflict between this schedule of Determinable Increases and any other provision of this Agreement the “Schedule of Determinable Increases” shall prevail.
- (b) Employees hired subsequent to the effective date of this Agreement shall be eligible for increases in accordance with the following:
 - (i) An employee at or above the top of scale shall receive a one percent (1%) increase effective February 1, 2008 and February 1, 2009.
 - (ii) An employee who does not reach the penultimate step during the term of this Agreement shall receive step increases as provided for in the Salary Schedule.
 - (iii) An employee hired as a Journalist at or above the penultimate step or who reaches the penultimate step during the term of this Agreement shall receive alternating increases of one percent (1%) and one-half percent (1/2%) at six (6) month intervals following when that employee reaches (or exceeds) the penultimate step. So there is no misunderstanding, employees receiving such six (6) month increases shall not receive additional increases on the Agreement’s anniversary date.
- (c) During the negotiations leading to this Agreement the parties discussed the “bridge mechanism” for Journalists at or reaching the penultimate step to advance to the top of scale. For the term of this Agreement this “bridge mechanism” is provided for at Section 17.1(b)(iii) for future hires and in the “Schedule of Determinable Increases” for current employees. Additionally, in accordance with the provisions of the National Labor Relations Act, the parties acknowledge that the “bridge mechanism” shall survive the expiration of this Agreement.

ARTICLE XVIII
General Wage Provisions

Section 18.1. Experience Definition.

- (a) In the application of the foregoing schedule of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion and the Guild notified in accordance with the provisions of Article IV.
- (b) Before a new employee is hired, the Publisher shall notify the Guild of the amount of experience credit, if any, it intends to give the applicant, a description of the applicant's experience as presented to the Publisher in writing by the applicant, and the anticipated date on which the applicant will be hired. If the Guild objects to the amount of experience credit being granted, it must do so before the applicant is hired. The Guild may file a grievance as to amount of experience credit given a new employee only if the Guild objected to the amount of experience credit given before the new employee was hired and the employee was nonetheless hired and given a different experience credit.

Section 18.2. No Pay Cuts. There shall be no reduction in salaries. The term salaries means all forms of compensation, including the basis and rates for computing commissions and bonuses.

Section 18.3. Temporary Change of Classification. An Editorial Assistant who works as a Journalist shall receive the rate of pay of the Journalist classification for the duration of such work. The Publisher further agrees to the following:

- (a) A lump sum in the amount of \$4,500 available for distribution as directed by the Guild to the individuals named below.
- (b) A "base \$2.69 per hour" to be distributed in hourly rate adjustments as discussed in negotiations and as directed by the Guild to the individuals named below. The Publisher shall be provided with a written list of adjustments prior to final approval of this Agreement. These adjustments shall be effective February 1, 2008.
- (c) Individuals eligible for payment pursuant to this provision are M. Hornickel, A. Horschak, M. Johnson, M. Larsen, J. Reeves, W. Siel, and J. Zampanti.

Section 18.4. Merit Increase. The minimum wage rates established herein are minimums only; individual merit may be acknowledged by increases above minimums. The Guild reserves the right to bargain on individual merit increases. The Publisher shall inform the Guild of all merit increases granted in accordance with the provisions of Article IV.

Section 18.5. Payment. Payment of salary shall be made bi-weekly.

Section 18.6. Differentials.

- (a) Any employee scheduled for a shift and required to work at any time between 6:00 p.m. and 6:00 a.m. shall be paid a night differential of fifty cents (\$.50) for hours worked between 6:00 p.m. and 6:00 a.m.
- (b) The foregoing shall not apply to employees receiving premium pay under any other provisions of this Agreement.
- (c) There shall be no deductions of night differential from sick leave.

Section 18.7. Book Reviews. When an employee is asked to write a book review, the reading shall be done outside regular working hours. The book review must be completed within thirty (30) days after it is accepted for review. In such cases, the employee shall receive the book and be further compensated according to the following schedule:

Books under 250 pages in length.....	\$15.00
Books 250- 750 pages in length.....	20.00
Books 750 pages or more in length.....	25.00

ARTICLE XIX
Expenses and Equipment

Section 19.1. Mileage. The Publisher shall pay all legitimate expenses incurred by the employees in the service of the Publisher and shall compensate for the use of an automobile in the service of the Publisher at the maximum rate per mile authorized by the Internal Revenue Service (which is 50.5 cents per mile as of January 1, 2008).

Section 19.2. Working Equipment. Necessary working equipment shall be provided to employees and paid for by the Publisher. Losses incurred to clothing and personal property normally used for work and directly related to the performance of a hazardous assignment shall be borne by the Publisher. Such losses must be reported in writing to the Publisher within forty-eight (48) hours after their occurrence. Any reimbursement for such losses received by the employee from a third party shall revert to the Publisher.

ARTICLE XX
Miscellaneous

Section 20.1. By-Lines. An employee's by-line or credit-line shall not be used over his protest.

Section 20.2. Bulletin Board. The Publisher agrees to provide a suitable bulletin board suitably placed in the Editorial Department for the use of the Guild.

Section 20.3. Strikes.

- (a) Struck Work. Employees shall not be required to handle struck work or work destined for struck departments or shops.
- (b) No Strike/No Lockout. There shall be no strike, including sympathy strike, by the Guild or any employee and there shall be no lockout by the Publisher during the term of this Agreement.
- (c) Individual's Right Not To Be Required To Cross a Picket Line. If a lawful picket line is established at the Kenosha News, an employee, who as a matter of individual conscience objects to crossing that picket line, will not be required to cross that line. The employee will, however, perform all of his duties and functions so long as he is not required to physically cross a picket line at the Kenosha News.

Section 20.4. Code of Ethics. See Appendix F. Employee discipline or discharge under the Code of Ethics shall be for just cause.

Section 20.5. Outside Activities. Employees shall not engage in outside activities which consist of services to be performed for media in competition with the United Communications Corporation (and any of its properties), and provided further that without permission no employee shall exploit his or her connection with the Publisher in the course of any activities.

Section 20.6. Disclosure of Sources.

- (a) In the event an employee is authorized to offer confidentiality to a news source and has disclosed those sources to the Publisher (as required), the Publisher thereby assumes all responsibility. In the event an effort is made to require disclosure of such information, the Publisher will defend a refusal to disclose such information and make the employee whole for any legal costs and loss of pay occasioned by such demand.
- (b) When a request for disclosure of other unpublished matter or material or notes or film is made to an employee and when a requirement for disclosure of any such materials or sources thereof is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission or legislative body, the employee shall notify the Publisher immediately. Such materials shall not be released by the employee unless authorized by the Publisher to do so. It is the policy of the Publisher to resist disclosure of unpublished matters or their sources.

The directly affected employee's opinion regarding disclosure should be given to the Publisher prior to a decision to disclose or not disclose. If Publisher's counsel's advice is followed, the employee shall not suffer loss of pay or other benefits and shall be made whole to the extent permitted by law against any fines or damages.

- (c) In fulfilling its obligations under this Section, the Publisher reserves the right to make any final decisions concerning the selection, scope, intent, and direction of such legal representation.

Section 20.7. News Integrity. No employee shall write or be required to write a story in such a fashion as to deliberately distort any facts or to create an impression which the reporter knows to be false. An employee shall not be permitted or required to use his position as an employee for any purpose other than performing the duties of his position.

Section 20.8. Written Procedures. Procedures for the handling of news and pictorial work shall be spelled out in a written statement contained in an editorial office style book. Policy matters not contained therein shall be referred to the management for reply.

Section 20.9. Re-Use and Syndication Compensation.

- (a) When the product of an employee's work is made available by the Publisher to any enterprise other than one in which United Communications Corporation has an interest of twenty (20) percent or more, the Publisher shall compensate the said employee for such other use at a rate to be mutually agreed upon between the Publisher and the employee.
- (b) On-Line Re-Use and Syndication. The Publisher has the right to on-line re-use and syndication of an employee's work without compensation provided appropriate by-lines and photo credits accompany such work. The parties agree that this provision remains in effect for the life of this collective bargaining agreement.

Section 20.10. Voting Time. Employees covered by this agreement may absent themselves for a period of one (1) hour for casting their ballots for primary, general and special elections without being subject to discipline where voting hours conflict with working hours.

Section 20.11. Jury Duty and Witness Pay. Leaves of absence shall be granted to employees called for jury duty or as a witness in court cases. The Publisher will pay in accordance with Appendix E.

Section 20.12. Dues Deduction. Upon an employee's voluntary written assignment, the Publisher shall deduct from the earnings of such employee and pay to the Guild not later than the 15th day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished the Publisher by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of

such assignment. The dues deduction assignment shall be made upon the form attached to this contract.

Section 20.13. Gender. Wherever the masculine gender is used herein, it shall be construed as including the feminine gender.

Section 20.14. Hazardous Working Conditions.

- (a) An employee may choose not to perform an assigned task if the employee has a reasonable apprehension of death or serious injury and no less drastic alternative is available. An employee electing to exercise this right shall notify the Employer with reasonable promptness of this action and provide an explanation if required.
- (b) A Joint Safety and Health Committee shall be established with two (2) representatives from the Guild and two (2) representatives from the Publisher. The committee shall meet at mutually agreeable times to discuss issues related to the health and safety of members of the bargaining unit. The committee shall be advisory in nature but its recommendations shall be considered in good faith by the Publisher.

Section 20.15. Drug and Alcohol Testing Program. After discussion with the Guild, the Company may implement a drug and alcohol testing program. The Guild reserves the right to grieve the reasonableness of some or all aspects of any such program. Consistent with the other provisions of this Agreement, discipline under that program shall be for just cause.

Section 20.16. Newspapers for Employees. Full-time employees and part-time employees who have worked at least twenty-five percent (25%) of the regular straight time hours of a full-time employee in the preceding calendar year will receive a free subscription to the *Kenosha News* delivered to the employee's home so long as the employee lives in the normal delivery area.

ARTICLE XXI
Board Certification

Section 21.1. Board Certification. If the Guild is properly certified in any other department of the Publisher, the Publisher shall enter into good faith negotiations with the Guild as the exclusive bargaining agent for those employees.

ARTICLE XXII
Management Rights

Section 22.1. Management Rights. Management retains its traditional rights including the right to hire, fire and direct the work force consistent with the agreement and past practices of the parties.

ARTICLE XXIII
Duration and Renewal

Section 23.1. Term of Agreement/Successors and Assigns. This agreement shall commence on the 1st day of February, 2008, and expire at 11:59 p.m. on the 31st day of January, 2010, and shall inure to the benefit of and be binding upon the successors and assigns of the Publisher.

Section 23.2. Retroactivity. Within sixty (60) days prior to the termination of this agreement, the Publisher or the Guild may initiate negotiations for a new agreement. If such negotiations do not result in a new contract prior to 11:59 p.m. on January 31, 2010, the new contract shall be made retroactive to February 1, 2010.

KENOSHA NEWSPAPER GUILD,
Communications Workers of America
Local No. 34159
President

KENOSHA NEWS, a division of
United Communications Corporation
Vice President

APPENDIX A
Salary Schedule

Effective: February 1, 2008								
	1st Year				2nd Year			
	1st 6 mo.		2nd 6 mo.		1st 6 mo.		2nd 6 mo.	
Sub Editors	550	(69%)	567	(71%)	583	(73%)	600	(75%)
Journalists	520	(69%)	532	(71%)	545	(72%)	557	(74%)
Editorial Assistant	400	(84%)	413	(87%)	428	(90%)	442	(93%)
	3rd Year				4th Year			
	1st 6 mo.		2nd 6 mo.		1st 6 mo.		2nd 6 mo.	
Sub Editors	616	(77%)	632	(79%)	649	(81%)	665	(83%)
Journalists	570	(76%)	582	(77%)	595	(79%)	610	(81%)
Editorial Assistant	461	(97%)	475	(100%)				
	5th Year				6th Year			
	1st 6 mo.		2nd 6 mo.		1st 6 mo.		2nd 6 mo.	
Sub Editors	681	(85%)	698	(87%)	732	(91%)	801	(100%)
Journalists	625	(83%)	640	(85%)	672	(89%)	753	(100%)
							Penultimate step	
Journalists	801	TOP						

Determinable Increases During the Term of the 2008 - 2010 Contract:																								page 1
March 10, 2008																								
Period from 2/1/08 through 1/31/09																								
Name	Hire date	Classification	Step on pay scale @ 1/31/08	Status	Weekly Base @ 1/31/08	+	Weekly Overscale @ 1/31/08	=	Weekly Pay Rate @ 1/31/08	Hourly rate @ 1/31/08	2/1/08 Weekly scale change	Step on pay scale on 2/1/08	2/1/08 hourly differential adjustment	1.00% Overscale Increase on 2/1/08	Weekly Base @ 2/1/08	Weekly Overscale @ 2/1/08	Weekly Pay Rate @ 2/1/08	Extra 0.50% increase on 8/1/08	Step Increase * Date	Step Increase * Amount	Step Increase * Date	Step Increase * Amount		
1	Flores, Terry	10/6/1997	Journalist	Top	FT	\$735.00	+	\$146.00	=	\$881.00	\$22.7355	n/a	Top	n/a	\$9.00	\$801.00	\$89.000	\$890.000	n/a	n/a	n/a	n/a		
2	Giles, Diane	4/1/1988	Journalist	Top	FT	\$735.00	+	\$31.00	=	\$766.00	\$19.7677	n/a	Top	n/a	\$8.00	\$753.00	\$21.000	\$774.000	\$4.00	n/a	n/a	n/a	n/a	
3	Guida, William	10/18/1993	Journalist	Top	FT	\$735.00	+	\$208.50	=	\$943.50	\$24.3484	n/a	Top	n/a	\$9.00	\$801.00	\$151.500	\$952.500	n/a	n/a	n/a	n/a	n/a	
4	Gunn, Erik	6/20/2002	Journalist	Top	PT	\$801.00	+	\$52.00	=	\$853.00	\$22.0129	n/a	Top	n/a	\$9.00	\$801.00	\$61.000	\$862.000	n/a	n/a	n/a	n/a	n/a	
5	Hansen, Jessica	2/3/2003	Journalist	Top	FT	\$735.00	+	\$16.00	=	\$751.00	\$19.3806	n/a	Top	n/a	\$8.00	\$753.00	\$6.000	\$759.000	\$4.00	n/a	n/a	n/a	n/a	
6	Hornickel, Mark	10/30/2002	Journalist	Top	FT	\$735.00	+	\$13.00	=	\$748.00	\$19.3032	n/a	Top	\$0.10	\$8.00	\$753.00	\$6.875	\$759.875	\$4.00	n/a	n/a	n/a	n/a	
7	Horschak, Andrew	6/5/1995	Journalist	Top	FT	\$735.00	+	\$198.50	=	\$933.50	\$24.0903	n/a	Top	\$0.70	\$10.00	\$801.00	\$169.625	\$970.625	n/a	n/a	n/a	n/a	n/a	
8	Koker, Scott	11/10/1999	Journalist	Top	FT	\$801.00	+	\$103.00	=	\$904.00	\$23.3290	n/a	Top	n/a	\$9.00	\$801.00	\$112.000	\$913.000	n/a	n/a	n/a	n/a	n/a	
9	Kerowicz, John	2/26/1979	Journalist	Top	FT	\$735.00	+	\$210.50	=	\$945.50	\$24.4000	n/a	Top	n/a	\$9.00	\$801.00	\$153.500	\$954.500	n/a	n/a	n/a	n/a	n/a	
10	Kunich, Gary	8/3/2005	Journalist	Top	FT	\$735.00	+	\$16.00	=	\$751.00	\$19.3806	n/a	Top	n/a	\$8.00	\$753.00	\$6.000	\$759.000	\$4.00	n/a	n/a	n/a	n/a	
11	Larsen, Michael	8/9/1999	Journalist	Top	FT	\$735.00	+	\$80.00	=	\$815.00	\$21.0323	n/a	Top	\$1.01	\$9.00	\$801.00	\$62.138	\$863.138	n/a	n/a	n/a	n/a	n/a	
12	McKillip, Paul	11/30/1981	Journalist	Top	FT	\$801.00	+	\$229.60	=	\$1,030.60	\$26.5961	n/a	Top	n/a	\$10.00	\$801.00	\$239.600	\$1,040.600	n/a	n/a	n/a	n/a	n/a	
13	Passino, Brian	7/30/1980	Journalist	Top	FT	\$735.00	+	\$204.50	=	\$939.50	\$24.2452	n/a	Top	n/a	\$9.00	\$801.00	\$147.500	\$948.500	n/a	n/a	n/a	n/a	n/a	
14	Reeves, Jeremy	10/26/2002	Journalist	Top	PT	\$735.00	+	\$13.00	=	\$748.00	\$19.3032	n/a	Top	\$0.34	\$8.00	\$753.00	\$16.175	\$769.175	\$4.00	n/a	n/a	n/a	n/a	
15	Robbins, William	12/8/1987	Journalist	Top	FT	\$735.00	+	\$210.50	=	\$945.50	\$24.4000	n/a	Top	n/a	\$9.00	\$801.00	\$153.500	\$954.500	n/a	n/a	n/a	n/a	n/a	
16	Rozell, Jill	7/5/1999	Journalist	Top	FT	\$735.00	+	\$84.00	=	\$819.00	\$21.1355	n/a	Top	n/a	\$8.00	\$801.00	\$26.000	\$827.000	n/a	n/a	n/a	n/a	n/a	
17	Scoville, Nona	12/26/2007	Edit. Asst.	Top	PT	\$440.00	+	\$0.00	=	\$440.00	\$11.3548	\$35.00	Top	n/a	n/a	\$475.00	\$0.000	\$475.000	n/a	n/a	n/a	n/a	n/a	
18	Siel, William	1/4/1983	Journalist	Top	FT	\$735.00	+	\$210.50	=	\$945.50	\$24.4000	n/a	Top	\$0.11	\$9.00	\$801.00	\$157.763	\$958.763	n/a	n/a	n/a	n/a	n/a	
19	Smith, Deneen	8/23/1999	Journalist	Top	FT	\$735.00	+	\$84.00	=	\$819.00	\$21.1355	n/a	Top	n/a	\$8.00	\$801.00	\$26.000	\$827.000	n/a	n/a	n/a	n/a	n/a	
20	Snyder, Liz	12/16/1987	Journalist	Top	FT	\$801.00	+	\$177.00	=	\$978.00	\$25.2387	n/a	Top	n/a	\$10.00	\$801.00	\$187.000	\$988.000	n/a	n/a	n/a	n/a	n/a	
21	Vander Velden, Julie	4/22/1987	Journalist	Top	FT	\$801.00	+	\$230.50	=	\$1,031.50	\$26.6194	n/a	Top	n/a	\$10.00	\$801.00	\$240.500	\$1,041.500	n/a	n/a	n/a	n/a	n/a	
22	Willis, Ronald	5/1/1994	Journalist	Top	FT	\$801.00	+	\$227.50	=	\$1,028.50	\$26.5419	n/a	Top	n/a	\$10.00	\$801.00	\$237.500	\$1,038.500	n/a	n/a	n/a	n/a	n/a	
23	Zampanti, Jeffrey	2/11/1998	Journalist	Top	FT	\$735.00	+	\$137.00	=	\$872.00	\$22.5032	n/a	Top	\$0.36	\$9.00	\$801.00	\$93.950	\$894.950	n/a	n/a	n/a	n/a	n/a	
24	Augustine, David	6/28/1999	Journalist	1	PT	\$567.00	+	\$0.00	=	\$567.00	\$14.6323	\$15.00	5	n/a	n/a	\$582.00	\$0.000	\$582.000	n/a	???	???	???	???	
25	Barncard, Christopher	5/27/2003	Journalist	10	FT	\$672.00	+	\$0.00	=	\$672.00	\$17.3419	\$0.00	10	n/a	n/a	\$672.00	\$0.000	\$672.000	n/a	5/27/2008	\$81.00	11/27/2008	\$8.00	
26	Johnson, Michael	4/3/2007	Journalist	2.5	PT	\$542.50	+	\$0.00	=	\$542.50	\$14.0000	\$8.50	2.5	\$0.07	n/a	\$551.00	\$2.713	\$553.713	n/a	???	???	???	???	
27	Krajacic, Sean	12/4/2001	Journalist	3	PT	\$550.00	+	\$0.00	=	\$550.00	\$14.1935	\$7.00	3	n/a	n/a	\$557.00	\$0.000	\$557.000	n/a	???	???	???	???	
28	Lockwood, Denise	7/11/2007	Journalist	8	FT	\$625.00	+	\$0.00	=	\$625.00	\$16.1290	\$0.00	8	n/a	n/a	\$625.00	\$0.000	\$625.000	n/a	7/11/2008	\$15.00	1/11/2009	\$32.00	
29	O'Connor, Brian - 8/20	6/1/2005	Journalist	7	FT	\$610.00	+	\$0.00	=	\$610.00	\$15.7419	\$0.00	7	n/a	n/a	\$610.00	\$0.000	\$610.000	n/a	2/20/2008	\$15.00	8/20/2008	\$15.00	
30	Olson, Matthew	8/8/2005	Journalist	6	FT	\$595.00	+	\$0.00	=	\$595.00	\$15.3548	\$0.00	6	n/a	n/a	\$595.00	\$0.000	\$595.000	n/a	2/5/2008	\$15.00	8/5/2008	\$15.00	
31	Perri, Megan - 2/13/06	7/25/2000	Copy Editor	6	FT	\$649.00	+	\$0.00	=	\$649.00	\$16.7484	\$0.00	6	n/a	n/a	\$649.00	\$0.000	\$649.000	n/a	2/13/2008	\$16.00	8/13/2008	\$16.00	
32	Potente, Joseph	2/9/2004	Journalist	9	FT	\$640.00	+	\$0.00	=	\$640.00	\$16.5161	\$0.00	9	n/a	n/a	\$640.00	\$0.000	\$640.000	n/a	2/9/2008	\$32.00	8/9/2008	\$81.00	
33	Tucker, Laura -11/1/07	2/19/2001	Copy Editor	10	FT	\$732.00	+	\$0.00	=	\$732.00	\$18.8903	\$0.00	10	n/a	n/a	\$732.00	\$0.000	\$732.000	n/a	5/1/2008	\$69.00	n/a	n/a	

Determinable Increases During the Term of the 2008 - 2010 Contract:

February 5, 2008													
Period from 2/1/09 through 1/31/10													
	Employee	Step on pay scale @ 2/1/09	1.00% Overscale Increase on 2/1/09	"New" Weekly Base @ 2/1/09	"New" Weekly Overscale @ 2/1/09	Weekly Pay Rate @ 2/1/09	Extra 0.50% increase on 8/1/09		Step Increase * Date	Step Increase * Amount	Step Increase * Date	Step Increase * Amount	Weekly Pay Rate @ 1/31/10
1	Flores, Terry	Top	\$9.00	\$801.00	\$98.000	\$899.000	n/a	n/a	n/a	n/a	n/a	n/a	\$899.000
2	Giles, Diane	Top	\$8.00	\$753.00	\$33.000	\$786.000	\$4.00	n/a	n/a	n/a	n/a	n/a	\$790.000
3	Guida, William	Top	\$10.00	\$801.00	\$161.500	\$962.500	n/a	n/a	n/a	n/a	n/a	n/a	\$962.500
4	Gunn, Erik	Top	\$9.00	\$801.00	\$70.000	\$871.000	n/a	n/a	n/a	n/a	n/a	n/a	\$871.000
5	Hansen, Jessica	Top	\$8.00	\$753.00	\$18.000	\$771.000	\$4.00	n/a	n/a	n/a	n/a	n/a	\$775.000
6	Hornickel, Mark	Top	\$8.00	\$753.00	\$18.875	\$771.875	\$4.00	n/a	n/a	n/a	n/a	n/a	\$775.875
7	Horschak, Andrew	Top	\$10.00	\$801.00	\$179.625	\$980.625	n/a	n/a	n/a	n/a	n/a	n/a	\$980.625
8	Koker, Scott	Top	\$9.00	\$801.00	\$121.000	\$922.000	n/a	n/a	n/a	n/a	n/a	n/a	\$922.000
9	Krerowicz, John	Top	\$10.00	\$801.00	\$163.500	\$964.500	n/a	n/a	n/a	n/a	n/a	n/a	\$964.500
10	Kunich, Gary	Top	\$8.00	\$753.00	\$18.000	\$771.000	\$4.00	n/a	n/a	n/a	n/a	n/a	\$775.000
11	Larsen, Michael	Top	\$9.00	\$801.00	\$71.138	\$872.138	n/a	n/a	n/a	n/a	n/a	n/a	\$872.138
12	McKillip, Paul	Top	\$10.00	\$801.00	\$249.600	\$1,050.600	n/a	n/a	n/a	n/a	n/a	n/a	\$1,050.600
13	Passino, Brian	Top	\$9.00	\$801.00	\$156.500	\$957.500	n/a	n/a	n/a	n/a	n/a	n/a	\$957.500
14	Reeves, Jeremy	Top	\$8.00	\$753.00	\$28.175	\$781.175	\$4.00	n/a	n/a	n/a	n/a	n/a	\$785.175
15	Robbins, William	Top	\$10.00	\$801.00	\$163.500	\$964.500	n/a	n/a	n/a	n/a	n/a	n/a	\$964.500
16	Rozell, Jill	Top	\$8.00	\$801.00	\$34.000	\$835.000	n/a	n/a	n/a	n/a	n/a	n/a	\$835.000
17	Scoville, Nona	Top	\$5.00	\$475.00	\$5.000	\$480.000	n/a	n/a	n/a	n/a	n/a	n/a	\$480.000
18	Siel, William	Top	\$10.00	\$801.00	\$167.763	\$968.763	n/a	n/a	n/a	n/a	n/a	n/a	\$968.763
19	Smith, Deneen	Top	\$8.00	\$801.00	\$34.000	\$835.000	n/a	n/a	n/a	n/a	n/a	n/a	\$835.000
20	Snyder, Liz	Top	\$10.00	\$801.00	\$197.000	\$998.000	n/a	n/a	n/a	n/a	n/a	n/a	\$998.000
21	Vander Velden, Julie	Top	\$10.00	\$801.00	\$250.500	\$1,051.500	n/a	n/a	n/a	n/a	n/a	n/a	\$1,051.500
22	Willis, Ronald	Top	\$10.00	\$801.00	\$247.500	\$1,048.500	n/a	n/a	n/a	n/a	n/a	n/a	\$1,048.500
23	Zampanti, Jeffrey	Top	\$9.00	\$801.00	\$102.950	\$903.950	n/a	n/a	n/a	n/a	n/a	n/a	\$903.950
1	Augustine, David	???	n/a	???	\$0.000	???	n/a	???	???	???	???	???	???
3	Barncard, Christopher	11	n/a	\$761.00	\$0.000	\$761.000	n/a	5/27/2009	\$4.00	11/27/2009	\$8.00		\$773.000
4	Johnson, Michael	???	n/a	???	\$0.000	???	n/a	???	???	???	???		???
5	Krajacic, Sean	???	n/a	???	\$0.000	???	n/a	???	???	???	???		???
6	Lockwood, Denise	10	n/a	\$672.00	\$0.000	\$672.000	n/a	7/11/2009	\$81.00	1/11/2010	\$8.00		\$761.000
7	O'Connor, Brian - 8/20/07	9	n/a	\$640.00	\$0.000	\$640.000	n/a	2/20/2009	\$32.00	8/20/2009	\$81.00		\$753.000
8	Olson, Matthew	8	n/a	\$625.00	\$0.000	\$625.000	n/a	2/5/2009	\$15.00	8/5/2009	\$32.00		\$672.000
9	Perri, Megan - 2/13/06	8	n/a	\$681.00	\$0.000	\$681.000	n/a	2/13/2009	\$17.00	8/13/2009	\$34.00		\$732.000
10	Potente, Joseph	11	n/a	\$753.00	\$0.000	\$753.000	n/a	2/9/2009	\$8.00	8/9/2009	\$4.00		\$765.000
11	Tucker, Laura -11/1/07	Top	\$8.00	\$801.00	\$8.000	\$809.000	n/a	n/a	n/a	n/a	n/a		\$809.000

APPENDIX B
Notice of Conditions of Leave of Absence

TO: The Newspaper Guild-Communications Workers of America, Local #34159

_____ (*employee's name*) has been granted a leave of absence from duties at the Kenosha News, a division of United Communications Corp., for a period of _____ months, under Article XIII, Section _____ of the contract between The Newspaper Guild-Communications Workers of America, Local #34159, and the Kenosha News, a division of United Communications Corporation.

The Kenosha News recognizes _____ (*employee's name*) may return to his present job or a comparable position at the end of the leave of absence or may request a renewal of such leave under terms of the contract.

_____ (*employee's name*) leave begins _____ ends _____.

Publisher's signature

(Date)

APPENDIX C
Assignment and Authorization to Deduct
Guild Membership Dues

I hereby assign to the Kenosha Newspaper Guild, and authorize the Publisher to deduct from any salary earned or to be earned by me as his employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the Kenosha Newspaper Guild, for each calendar month following the date of this assignment. I further authorize and request the Publisher to remit the amount deducted to the Kenosha Newspaper Guild not later than the 15th day of that month.

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

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's Signature

Social Security Number

(Date)

APPENDIX D
Miscellaneous Understandings

Section D.1. Free-lance Material and Other Outside Articles or Features.

- (a) The Company may engage the services of a reporter and/or photographer who is not a bargaining unit member (a “stringer” or “correspondent”) to produce “free-lance material.” Free-lance material is defined as content done for pay by the Company and is not to be confused with any material generated by a member of the bargaining unit or otherwise permitted by Article I, wire and/or syndicated copy, public news, releases, reader submissions, “advertorials,” Voice of the People (“VOP”) letters, or guess columns. The Company may use such free-lance material provided that the amount used in any month shall not exceed eighteen hundred and twenty (1820) inches. No single photograph, piece or artwork, or other graphic will count for more than thirty (30) inches. In calculating the eighteen hundred and twenty (1820) inches, copy permitted pursuant to Appendix G will be included but copy permitted by Section D.1(b) will be excluded. Management will provide the Guild with reports on a monthly basis concerning the use of free-lance materials included in the calculation, which will start the running of the time limits for filing a grievance as provided for in Section 5.2. These restrictions only apply to the daily and Sunday Kenosha News.
- (b) The Company can accept reviews, articles, commentaries, art work, photographs or other materials written or created by persons artistically or technically qualified in their fields who are not members of the bargaining unit.
- (c) If the Company elects to give a stringer or correspondent a by-line, that by-line shall be different from those given to members of the bargaining unit for comparable materials (*e.g.*, stories or photographs). Free-lance material need not be positioned in any particular location in the newspaper.
- (d) Stringers or correspondents will not be used to cover the home games or post-season games of the Packers, Brewers, Bucks, Bears, White Sox, Cubs, Bulls and Blackhawks, or the major college sports (defined as football or revenue-generating basketball) at Marquette, Wisconsin, DePaul, and Northwestern. This subsection (d) does not alter the Company’s right to use wire service or syndicated copy or photographs with respect to such events.
- (e) If the Company violates either subsection (a) or, Subsection (d) prior to the expiration date of this Agreement, the first such violation shall result in a written warning to the Company. The second violation will result in a payment for distribution to members of the bargaining unit in a manner as determined by the Guild in an amount equal to twice what the highest paid reporter in the bargaining unit is paid (which includes “overscale”) for a straight time shift. Any subsequent violation shall be calculated at four (4) times said per shift rate. While the penalty will be calculated on the basis of the gross pay of the highest paid reporter, it is

recognized that any amount received, by a member of the bargaining unit designated by the Guild will be subject to all withholdings required by law.

- (f) While the penalty provided for in subsection (e) above is independent of the penalty provided for in Appendix G, Section G.2, (*i.e.*, a violation of Appendix D, subsection (a) or (d) can occur even if there is no violation of Appendix G, Section G.2) there shall be no pyramiding of penalties.
- (g) The penalties as provided for in subsections (e) and (f) will expire twenty-four (24) hours before the expiration date of this Agreement. After this expiration of these subsections the continuation of the penalties as set forth therein must be by mutual written agreement of the parties.

Section D.2. Combination Employee. (Deleted by agreement of the parties.)

Section D.3. Part-Time Employees.

- (a) The Company and the Union agree that Article XV, Section 15.2, is not intended to prohibit the assignment of part-time employees to cover events in the Kenosha area. Similarly, the Company does not intend to schedule part-time employees in such a manner as to completely eliminate overtime hours for full-time employees.
- (b) For the life of this agreement there shall be fewer part-time employees than full-time employees. A part-time employee who declines two (2) consecutive assignments within a thirty (30) day period may be removed from the list of part-time employees.
- (c) Nothing contained herein shall be construed as a guarantee of overtime work to any employee.

Section D.4. Change in Publishing Cycle. In the event the Publisher decides to change the publishing cycle, the Publisher shall notify the Guild and upon request meet to discuss the effects of that decision prior to implementing the change.

Section D.5. Parking.

- (a) A full-time employee who agrees to make his/her vehicle available eighty (80) percent of the time shall be provided with free parking. Spaces shall be assigned and changed based upon the basic criterion of operational needs and efficiency of the Company as a whole. The Publisher reserves the right to assign spaces for Company vehicles, managers, supervisors and advertisers or visitors to the facility on a priority basis. An assigned space may be shared with a part-time employee "adopted" by a full-time employee, provided that proper company identification is displayed on all vehicles. Policing this arrangement is solely the responsibility of the employees involved. Neither a full-time employee nor a part-time employee whose space is improperly occupied shall use another assigned space.

- (b) A plan meant to open more parking spaces for more use around the clock is in effect. Color-coded parking passes to hang on rearview mirrors are issued. Cyan (blue) passes go to employees on the monthly payroll and to those in outside advertising sales. All other full-time employees received magenta (red) passes and part-time employees received yellow ones.

The main lot has designated spaces for visitors, for disabled drivers, and for working photographers. During the day (until 5 p.m.), those with cyan permits may park in the remaining spaces in the main lot, as well as available spaces in any other company lot.

During the day, employees with magenta passes may park in any space available in any company lot except the main lot. Employees with yellow passes may not park in any company lot other than the Landmark lot before 5 p.m. weekdays.

After 5 p.m. on weekdays and anytime on Saturdays and Sundays, all lots become available to employees with any color pass.

APPENDIX E
Jury Duty and Witness Pay

Section E.1. An employee whose normal shift ends before 9:00 p.m. will be paid for the difference between jury or witness pay and Company pay for the duration of such services consistent with the two (2) examples set forth below. When the employee is released from jury or witness duty, he/she is expected to report to work for any normally scheduled hours remaining.

Example 1 — Tom is a reporter with an hourly rate of \$18.00 and is regularly scheduled to work 7.75 hours between 9:00 a.m. and 5:30 p.m. He starts his jury duty at 9:00 a.m. He spends 5.25 hours of what would be working time on jury duty, for which he is paid \$25.00. It takes him ½ hour to get from the courthouse to work, where he completes his shift. He receives 7.75 hours pay (\$139.50) from which is deducted \$25.00, or \$114.50.

Example 2 — Jane is a reporter with an hourly rate of \$18.00 and is regularly scheduled to work 7.75 hours between noon and 8:30 p.m. She starts her jury duty at 9:00 a.m. and is released at 5:00 p.m., for which she is paid \$25.00. It takes her .50 hour to get from the courthouse to work, where she completes her shift. She receives 7.75 hours pay (\$139.50) from which is deducted \$25.00, or \$114.50.

Section E.2. An employee whose normal shift ends at or after 9:00 p.m. will be paid for the difference between jury duty or witness pay and Company pay for the duration of such service consistent with the two (2) examples set forth below. When the employee is released from jury or witness duty, he/she is expected to report to work for any normally scheduled hours remaining. Under these circumstances, an employee will normally be released at 9:00 p.m.; if the employee is required to work past 9:00 p.m., time and one-half (1½ x) shall be paid for hours worked after 9:00 p.m.

Example 1 — Gil is a reporter with an hourly rate of \$18.00 and is regularly scheduled to work 7.75 hours between 3:00 p.m. and midnight. He starts his jury duty at 9:00 a.m. and is released at 5:00 p.m., for which he is paid \$25.00. It takes him .50 hour to get from the courthouse to work, where he works until 9:00 p.m. He receives 7.75 hours pay (\$139.50) from which is deducted \$25.00, or \$114.50.

Example 2 — The same as Example 1 immediately above, but the Editor requires Gil to work until 10:00 p.m. Gil receives 9.25 hours pay because the time worked between 9:00 p.m. and 10:00 p.m. is at time and one-half (1½ x) (which equals \$166.50) from which is deducted \$25.00, or \$141.50.

APPENDIX F
Conflicts of Interest

The integrity of the Kenosha News requires that its editorial staff members avoid employment or any undertaking that creates or appears in the Publisher's reasonable judgment to create a conflict of interest with their professional work for the Kenosha News or otherwise compromises the independence or reputation of the Kenosha News.

Subject to the limitations set forth herein, editorial staff members may engage in active involvement in any partisan causes -- politics, community affairs, social actions, demonstrations -- so long as these activities do not compromise or appear in the Publisher's reasonable judgment to compromise the Kenosha News' ability to report and edit fairly.

Influence

Employees shall not exploit their positions at the Kenosha News to gain from any commercial transaction or to conduct personal business for themselves or anyone else.

Gifts and Gratuities

Gifts of insignificant value -- a pen, calendar, key chain, box of donuts, bouquet of flowers, etc. -- may be accepted if it would be awkward or rude to refuse them. A gift that exceeds nominal value should be politely declined or returned with an explanation that it is against Kenosha News policy. Common sense and good manners should be your guide. If it is impossible to return the gift, the Company will donate it to charity. In no instance may a staff member accept cash.

We should pay for our own meals whenever possible. Occasionally a news source may offer lunch, dinner, a drink or some other form of hospitality. If refusal would be awkward or insulting, acceptance of a moderate expression of hospitality may be appropriate, especially if you state your intent to reciprocate later. Again, common sense and good manners should prevail.

Application

The Publisher shall not apply Appendix F in an arbitrary, capricious or discriminatory manner.

s/William Siel
William Siel
President
Kenosha Newspaper Guild Local 34159

s/Kenneth L. Dowdell
Kenneth L. Dowdell
Kenosha News

Accepted on behalf of the Guild
Dated: June 17, 2003

Accepted on behalf of the Company
Dated: June 17, 2003

APPENDIX G
Lake Geneva Material

Section G.1. Lake Geneva Material.

- (a) The Company may use editorial content (*e.g.*, stories or photographs) produced by the Lake Geneva Regional News staff (“Lake Geneva material”). Lake Geneva material must emanate from within Walworth County, except for regular season sporting events that occur outside of Kenosha county or the city of Racine. (Editorial materials from stringers or correspondents will be governed by Appendix D.)
- (b) If the Company elects to by-line Lake Geneva material, that by-line will be different from the by-line(s) given to members of the bargaining unit for comparable materials (*e.g.*, stories or photographs). Lake Geneva material need not be positioned in any particular location in the newspaper.

Section G.2. Limitation on Amount of Content. The Company may use such Lake Geneva material provided that the amount used in any week (defined, as Sunday through Saturday) shall not exceed seventy (70) inches. No single photograph, piece of artwork, or other graphic will count for more than thirty (30) inches. Management will provide the Guild with reports on a weekly basis concerning the use of Lake Geneva materials, which will start the running of the time limits for filing a grievance as provided for in Section 5.2.

Section G.3. Remedy for Violation.

- (a) If the Company violates Section G.2 prior to the expiration date provided for in subsection (c) below, the first such violation shall result in a written warning to the Company. The second violation will result in a payment for distribution to members of the bargaining unit in a manner as determined by the Guild in an amount equal to twice what the highest paid reporter in the bargaining unit is paid (which includes “overscale”) for a straight time shift. Any subsequent violation shall be calculated at four (4) times said per shift rate. While the penalty will be calculated on the basis of the gross pay of the highest paid reporter, it is recognized that any amount received by a member of the bargaining unit designated by the Guild will be subject to all withholdings required by law.
- (b) While the penalty provided for in subsection (a) above is independent of the penalty provided for in Appendix D, subsections (e) and (f) (*i.e.*, a violation of Appendix G, Section G.2 can occur even if there is no violation of Appendix D, subsection (a) or (d)), there shall be no pyramiding of penalties.
- (c) This Appendix G will expire twenty-four (24) hours before the expiration date of this Agreement. After this expiration the continuation of the arrangements as set forth herein must be by mutual written agreement of the parties.

LETTER OF UNDERSTANDING
Health Insurance Premiums

The Company will provide an option that caps the employee's share of premium at 30%. If the Company structures its current health programs ("main programs") so that at least one of those programs requires a 30% or less employee contribution, an additional health option would not be necessary. If the main programs all require more than a 30% employee contribution, an additional option would be provided requiring no more than a 30% employee contribution. In this example, employees selecting the option that caps premium contributions at 30% would most likely realize higher co-payment and deductibles as compared to other company plan options. The Company expects to utilize the same health plan administrators regardless of how many plan options are offered.

s/William Siel

Accepted on behalf of the Guild
Dated: June 17, 2003

s/Kenneth L. Dowdell

Accepted on behalf of the Company
Dated: June 17, 2003

LETTER OF UNDERSTANDING

Artwork

- (a) The parties agree that for the term of the collective bargaining agreement, the Publisher may assign the creation, modification and manipulation of artwork (e.g., charts, graphs, maps, fancy fonts, illustrations, etc.) for the Editorial Department to non-unit personnel, and no grievances shall be filed concerning said assignments. Such assignments, however, shall be considered non-precedential in nature and shall not prejudice any claim by either party following the above-specified term that some or all of such work is properly within or outside of the Guild's jurisdiction.
- (b) The Publisher further agrees to provide reasonable training with respect to the creation, modification and manipulation of artwork for the Editorial Department as provided herein. At least one (1) Copy Editor will be provided such training with respect to the creation, modification and manipulation of charts, graphs, maps and fancy fonts. Training may be provided with respect to other forms of editorial artwork, such as illustrations. The Publisher will consider/be responsive to concerns of Copy Editors when deciding who will receive training. Such training may occur in another department or outside the facility. Employees receiving such training shall be paid at their regular classification rate and the completion of such training shall not be deemed to have altered the employee's regular classification. Notwithstanding subparagraph (a), a grievance may be filed with respect to this subparagraph (b).

s/William Guida

Accepted on behalf of the Guild
Dated: February 1, 1999

s/Eugene W. Schulte

Accepted on behalf of the Company
Dated: February 1, 1999

LETTER OF UNDERSTANDING
Leaf Desk/Pagination/Copy Editing

- (a) The Publisher has installed an electronic picture desk called the Leaf Desk and the parties had reached certain understandings with respect to that equipment. That piece of equipment is no longer used. Today it is possible to acquire photographs electronically from a variety of sources and manipulate those pictures on any terminal using various software. The parties agree that for the term of this collective bargaining agreement, as they had with respect to the Leaf Desk, that such work may be assigned to Guild-represented employees or others and no grievances shall be filed concerning such assignments. Such assignments, however, shall be considered non-precedential in nature and shall not prejudice any claim by either party following the above-specified term that some or all of such work is properly within or outside of the Guild's jurisdiction.

- (b) The Publisher is paginating the newspaper. The parties agree that for the term of the collective bargaining agreement, the Publisher may assign Guild-represented employees to perform work on pagination terminals and ancillary equipment and that such work shall be performed on a non-exclusive basis (i.e., non-union personnel may also be assigned to perform work on pagination terminals and ancillary equipment) and no grievances shall be filed concerning said assignments. Such assignments, however, shall be considered non-precedent in nature and shall not prejudice any claim by either party following the above-specified term that some or all of such work is properly within or outside of the Guild's jurisdiction.

- (c) The Publisher further agrees to provide reasonable training with respect to editorial pagination, the electronic manipulation of photographs, and Copy Editor functions to employees who regularly need to exercise those skills or to those who request such training, provided that the Publisher believes there's a reasonable opportunity to use those skills. Such training may occur in another department or outside the facility.

Accepted on behalf of the Guild
Dated: February 1, 2008

Accepted on behalf of the Company
Dated: February 1, 2008

LETTER OF UNDERSTANDING
Alternate Platforms

The parties recognize that in the future content will be delivered on a number of platforms (“alternate platforms”) other than the traditional printed product. The Company considers the participation of bargaining unit employees in providing editorial content for and performing other editorial functions related to these alternate platforms to be critical to their success. Given that the business and editorial models with respect to alternate platforms is still evolving, the parties agree that it is currently in their mutual best interests to explore the potential and problems presented by these new delivery models.

To maintain the integrity of the Company’s stable of alternate products, bargaining unit employees may be assigned the creation, handling, or processing of editorial content for alternate platforms, it being of mutual interest for journalists to provide editorial content. To facilitate this process, the parties agree that there shall be no restriction on the use of content from any source on these alternate platforms.

Content from persons outside of the bargaining unit, excluding exempt personnel as provided for in Section 1.1, shall be identified with a by-line or other form of identification different from that given to members of the bargaining unit for comparable materials (e.g., stories or graphics).

Editorial Department management shall make or approve all final decisions with respect to editorial content, which decisions may be delegated to journalists in the bargaining unit. This sentence shall not be construed as prohibiting non-editorial department employees from making recommendations or suggestions with respect to editorial content.

Non-editorial department employees shall not make decisions regarding editorial content. This sentence shall not be construed as limiting the Company’s rights to use non-editorial department employees to perform mechanical functions regarding said decisions.

As discussed in negotiations leading to this Agreement, the parties agree this language is not intended and does not allow the Company to create a “shadow editorial department” consisting of non-union employees of the newspaper, provided further that this sentence shall not be construed as limiting any rights that the Company had prior to the effective date of this Agreement.

It is of mutual interest to jointly re-evaluate this letter of understanding by January 31, 2010.

This letter of understanding is incorporated in the parties’ 2008-2010 Agreement and shall expire at the same time and terminate in the same manner as that Agreement.

Accepted on behalf of the Guild
Dated: February 1, 2008

Accepted on behalf of the Company
Dated: February 1, 2008

LETTER OF UNDERSTANDING
New Print Products

The Company has created and is considering creating additional new print products circulating on a less than daily basis and not distributed as an integral part of the Kenosha News.

To maintain the integrity of the Company's new print products, bargaining unit employees may be assigned the creation, handling, or processing of editorial content for these print products, it being of mutual interest for journalists to provide editorial content. To facilitate this process, the parties agree that there shall be no restriction on the use of content from any source in these publications.

Content from persons outside of the bargaining unit, excluding exempt personnel as provided for in Section 1.1, shall be identified with a by-line or other form of identification different from that given to members of the bargaining unit for comparable materials (e.g., stories or graphics).

Editorial Department management shall make or approve all final decisions with respect to editorial content, which decisions may be delegated to journalists in the bargaining unit. This sentence shall not be construed as prohibiting non-editorial department employees from making recommendations or suggestions with respect to editorial content.

So there is no misunderstanding, nothing contained in this letter of understanding shall be construed as modifying the Guild's jurisdiction with respect to the Kenosha News.

It is of mutual interest to jointly re-evaluate this letter of understanding by January 31, 2010.

This letter of understanding is incorporated in the parties' 2008-2010 Agreement and shall expire at the same time and terminate in the same manner as that Agreement.

Accepted on behalf of the Guild
Dated: _____

Accepted on behalf of the Company
Dated: _____

LETTER OF UNDERSTANDING

Photo-Reprints

In addition to other agreements provided for in this Agreement, the Company agrees to make available a one-time lump sum payment of \$11,500 to end the practice of paying photographers for “photo-reprints” including the sale of photographs taken by bargaining unit employees that did not appear in the newspaper. This money will be distributed to members of the bargaining unit in a manner and amount as determined by the Guild in the first full payroll period following execution of this Agreement. It is recognized that any amount received by a member of the bargaining unit designated by the Guild will be subject to all withholdings required by law.

s/Michael Larsen

Accepted on behalf of the Guild
Dated: December 16, 2005

s/Kenneth L. Dowdell

Accepted on behalf of the Company
Dated: December 16, 2005

LETTER OF UNDERSTANDING
Value-Added Bonus

In consideration for the changes reflected in this Agreement, the Publisher shall make available a lump sum pool in the gross amount of \$14,000 to be distributed as lump sum payments to members of the bargaining unit in such amounts as directed by the Guild.

Accepted on behalf of the Guild
Dated: _____

Accepted on behalf of the Company
Dated: _____

LETTER OF UNDERSTANDING
Vacation Groupings

The parties have agreed in Section 11.1(g) to certain general groupings of employees for purposes of scheduling vacation. The enumerated general groups are descriptive but not precise. The intention is to group individuals on the basis of expertise and core competency. As of the date of the execution of this Agreement, individuals in each group are listed below. Should a dispute arise with the respect to the proper placement of someone within a grouping in the future, the listing below should be considered to reflect the intent of the parties with respect to proper placement within a group.

Guild Vacation Groupings

Group 1: City Reporters

(No more than two at a time)
John Krowicz
Deneen Smith
Jessi Hansen
Joe Potente
Matthew Olson
Gary Kunich
(Emily Ayshford's replacement)*

Group 3b: Connections
Desk/Day Copy Desk

(No more than one at a time)
Julie VanderVelden
Liz Snyder
Mark Hornickel
Laura Tucker

Group 6: Bureau/Night Reports

(No more than one at a time)
Terry Flores
Jill Rozell
Denise Lockwood
Brian O'Conner

Group 2: Features Reporters

(No more than one at a time)
Bill Robbins
Bill Guida
Chris Barncard
Diane Giles

Group 4: Photographers

(No more than one at a time)
Bill Siel
Brian Passino

Group 3a: Copy Desk

(No more than one at a time)
Paul McKillip
Ron Willis
Scott Koker
Megan Perri

Group 5: Sports

(No more than one at a time)
Andrew Horschak
Jeffrey Zampanti
Mike Larsen

Maximum number of total unit members off at a time is eight

* Or as appropriate depending where hire is made.

Accepted on behalf of the Guild
Dated: February 1, 2008

Accepted on behalf of the Company
Dated February 1, 2008

