

## ARTICLE I

### Recognition and Representation

Section 1.1. Recognition and Appropriate Bargaining Unit. Hearst Connecticut Newspapers, Inc. d/b/a The Advocate (hereinafter called the “Employer”) recognizes the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, AFL-CIO and its Local 2110 (hereinafter called the “Union”) as the exclusive collective bargaining representative of all full-time and regular part-time editorial department employees employed by the Employer at its Stamford, Connecticut facility, but excluding all other employees, office clerical employees and guards, professional employees and supervisors as defined in the Act as certified by the National Labor Relations Board in Case No. 34-RC-1386.

Section 1.2. Union Security. Each employee, as a continuing condition of employment shall tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union. An employee on the active payroll on the ratification date of this Agreement shall have thirty (30) calendar days within which to comply with the requirements of this Section. Any employee hired after the ratification date of this Agreement shall comply with the Section no later than thirty (30) days following such employment. Monthly dues as used herein are defined as monies that can be required lawfully as a term or condition of employment.

Section 1.3. Dues Check off. (a) While this Agreement is in effect the Employer will deduct dues as defined above for all employees as provided for in the authorization form set forth

at Appendix A of this Agreement. Dues will be deducted weekly and forwarded monthly. The Union will provide the Employer with a written authorization signed by the employee.

(b) The Employer will notify the Union promptly of any revocation of dues authorization.

Section 1.4. Indemnification. The Union shall indemnify and save the Employer harmless from any liability, loss or expense arising out of any claim, suit, judgment or attachment arising out of the application of this Article (exempting Section 1.1).

Section 1.5. Union Access. Union access will be granted in accordance with applicable law. The Union will make prior arrangements and will be allowed access only at times that will not cause unreasonable interruption or interference in the Employer's business operations.

## ARTICLE II

### Management Rights

Section 2.1. Management Rights. The Employer retains traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Employer; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend, and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement. None of these rights shall be

exercised in an arbitrary or capricious manner. Nothing contained herein shall be construed as prohibiting filing of a grievance alleging a violation of the express provisions of this Agreement.

### ARTICLE III

#### No Strike and No Lockout

Section 3.1. No Strike. Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, subscriber or advertising boycott, or any other intentional interruption of the operations of the Employer, regardless of the reason for so doing, during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

Section 3.2. No Lockout. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3.3. Penalty. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

### ARTICLE IV

#### Grievance Procedure

Section 4.1. Definition. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement or the Union against the Employer involving the meaning, interpretation or application of the express provisions of this Agreement.

Section 4.2. Settlement Procedure. (a) A Union representative shall be present at the discussion and settlement at all steps of the grievance procedure. The steps of the procedure are as follows:

Step One: The employee or the Union shall file the grievance orally or in writing with the immediate supervisor. The immediate supervisor shall then discuss the grievance with the employee and the Union present. If no resolution is affected by such discussion, the supervisor shall give a written response within five (5) working days.

Step Two: Upon receipt of the Employer's Step One response the Union has ten (10) working days to file the grievance at the second step. The editor or his/her designee shall meet with the Union within ten (10) working days of the filing of the grievance at the second step. If no resolution is affected by such discussion, the Editor shall give a written answer to the grievance within five (5) working days.

(b) If a grievance is not settled in accordance with the foregoing procedure, the Union may submit the grievance to arbitration within forty-two (42) calendar days after receipt of the Employer's answer or, if no answer is given, within forty-two (42) calendar days after the answer is due. Such submission shall be in writing and a notice of such submission shall be sent to the Employer or its representative. The Union shall request the Federal Mediation and Conciliation Service ("FMCS") submit a panel of arbitrators. The Parties or their attorneys shall attempt to select the Arbitrator from the list provided by the FMCS. Each party has the right to reject any or all Arbitrators on any panel. If the parties cannot agree upon an Arbitrator within fifteen (15) calendar days from receipt of the original list, either Party may request the FMCS to submit an additional panel. In the event that the Parties cannot agree upon an Arbitrator within fifteen (15) calendar days from receipt of the second list, either Party may request the FMCS to submit a third panel, if the Parties cannot agree upon an Arbitrator within fifteen (15) calendar days after receiving three (3) panels from the FMCS, all three panels shall be combined and the parties will, within the next fifteen (15) calendar days alternatively strike all the names on the combined panel until one name remains. That remaining named Arbitrator will be notified of his or her selection as Arbitrator. The FMCS will only submit names of Arbitrators who are members of the National Academy of Arbitrators, located in the Northeast (the New England and Middle-Atlantic States). The Parties are not bound by the rules of the FMCS.

Section 4.3. Authority of the Arbitrator. The arbitrator shall have no right to alter, amend, nullify, add to, or subtract from the provisions of this Agreement. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision of an arbitrator rendered in accordance with the terms of this Agreement shall be final and binding.

Section 4.4. Expenses of Arbitration. The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union, provided, however, that neither party shall be responsible for compensating the representatives and witnesses of the other party.

Section 4.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within forty-two (42) calendar days after the occurrence of the event giving rise to the grievance or within forty-two (42) calendar days after the Union obtained knowledge of the occurrence of the event giving rise to the grievance, or should have obtained such knowledge. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may file the grievance at the next step within the designated time limits. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. (Note: The failure of an individual employee to pursue a grievance within the specified time limit will not prevent the Union from later filing a similar grievance unless the Union had knowledge of the original issue's facts or should have had such knowledge.)

## ARTICLE V

### Hours of Work and Overtime

Section 5.1. Normal Workweek. The normal workweek for full-time employees shall consist of thirty-seven and one-half (37 ½) hours per week. The normal workweek for part-time employees shall be thirty (30) hours or less per week.

Section 5.2. Normal Workday. The normal workday for full-time employees shall consist of seven and one-half (7 ½) hours interrupted by an unpaid lunch period. All employees are entitled to take reasonable breaks during their workday.

Section 5.3. Days Off. Consistent with the needs of the newspaper, the Employer shall make a reasonable effort to ensure that each full-time employee (except those working in the Sports Department) has two (2) consecutive days off and that one of those days off is either a Saturday or Sunday. The Employer may elect to use a rotation system in order to provide employees with a Saturday or Sunday off. Consistent with the needs of the newspaper, the intent of the rotation system is to equalize opportunities over a reasonable period of time for weekend days off among the affected group of employees as identified by the Employer (hereinafter “the affected group”). If an imbalance should persist, the remedy shall be to reduce the imbalance in the future.

Those Employees in the Sports Department may not be able to have two (2) consecutive days off because the parties recognize that scheduling days off in the Sports Department is more difficult than in any other department.

Management in the Sports department will endeavor to schedule department employees so that one of their days off is either a Friday, Saturday or Sunday as the needs of the department allow.

Section 5.4. Scheduling. (a) The Employer shall schedule normal hours of work and assign overtime.

(b) Work Schedules, i.e., the normal days and normal starting times a regular full-time employee is scheduled to work, shall not be changed on less than five (5) days notice except in emergencies. In the Sports Department, the Employer shall provide notice to the extent practical. This shall not restrict temporary changes in an employee's work schedule.

(c) By mutual agreement of the Employer and employee, employees shall be permitted to work flexible schedules.

Section 5.5. Overtime. (a) Overtime at the rate of time and one-half will be paid as required by the Fair Labor Standards Act. Except in emergencies, overtime must be approved in advance by the Employer.

(b) Work on an Employee's Day Off.

- (i) Consistent with Section 5.5(a), employees will receive overtime pay at the rate of time and one-half for work performed on sixth or seventh days worked in that employee's work week. For assignments of less than a full shift, the Employer shall make an effort to secure volunteers but reserves the right to assign such work.
- (ii) Consistent with the needs of the newspaper, in instances where the Employer is aware that a full-shift of work beyond a fifth shift is required, the Employer shall first attempt to secure volunteers from among the affected group.

Section 5.6. Sports Department. Employees in the Sports Department shall work on flexible schedules suitable for their assignments and are covered by only the following provisions of Article V: Sections 5.1, 5.3, 5.4, 5.5(a), 5.6, 5.7, 5.8 and 5.9. Their workday shall be interrupted by an unpaid lunch period (unless the employee would prefer to skip lunch and the Employer does not object) and they are entitled to reasonable breaks.

Section 5.7. Part-time Employees. Part-time employees shall be scheduled by the Employer, who shall make a reasonable effort to schedule such employees at least one week in advance. They are covered only by the following provisions of Article V: Sections 5.1, 5.4(a) and (c), 5.5(a), 5.7, 5.8 and 5.9. Their workday shall be interrupted by an unpaid lunch period and they are entitled to reasonable breaks.

Section 5.8. No Pyramiding. Compensation shall not be paid and/or given more than once for the same hours under any provision of this Article or Agreement.

Section 5.9. Call Back. Any full time employee required to work after completion of the workday, and after leaving the Employer's building or the place where the employee's duties are performed, or on a scheduled day off, shall be afforded the opportunity to work at least two (2) hours or, at the Employer's discretion, receive two (2) hours pay in lieu thereof. Call back pay shall not apply to situations where an employee is called when away from work to discuss or clarify a story or assignment.

## ARTICLE VI

### Salaries

#### Section 6.1. Minimum Salaries.

- (a) Employees shall be paid not less than the following rates for their classifications:

#### Minimum Salaries

<u>Classification(s)</u>	<u>Effective 10/1/08</u>
Weekend Editor	\$50,754
Food & Travel Editor	\$50,754
Copy Editor	\$43,498
Reporter (non-exempt)	\$41,731
Photographer (non-exempt)	\$41,731
Designer	\$39,325
Paginator	\$35,154



Reporter Trainee	\$35,471
Editorial Assistant	\$32,550
Assistant Librarian	\$28,292
Senior Writer (exempt)	\$45,558
Columnist (exempt)	\$48,095
Copy Editor Trainee	\$36,974

An individual can be employed in the Copy Editor Trainee or Reporter Trainee classifications for up to 12 months. The position of Senior Editorial Assistant shall be eliminated (current SEA keeps title), with increase in the Editorial Assistant salary starting salary to the SEA starting salary of \$32,549.83.

(b) Part-time employees shall be compensated at not less than the appropriate hourly rate.

(c) Employees in the bargaining unit shall receive increases in accordance with the following:

(i) Effective July 1, 2012, an increase of 1.5%

Additional salary increases to specific bargaining unit members are set forth in Exhibit A which will be added to the Letter of Understanding appended to the current CBA.

Bargaining unit members shall receive signing bonuses as set forth in Exhibit B.

Section 6.2. Pay Above Rates. The Employer, in its sole discretion may pay employees at rates higher than those set forth in this Agreement.

Section 6.3. Exempt/Non-Exempt Status. For purposes of overtime, employees will be classified as either exempt or non-exempt in accordance with applicable law. An exempt employee shall receive compensatory time off on an hour-for-hour basis in accordance with the following. Compensatory time shall be earned for any hours worked in excess of nine (9) hours

per day. Compensatory time off shall be approved by the exempt employee's immediate supervisor and shall be taken no later than the calendar week following the week in which it is earned. Compensatory time may not be accumulated and if not taken is lost.

## ARTICLE VII

### Holiday and Personal Days

Section 7.1. Paid Holidays. (a) The following are paid holidays for eligible employees:

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

6 paid personal days

Employees may take a personal day to observe Martin Luther King Jr.'s Birthday and/or Washington's Birthday, consistent with section 7.4, Personal Days, of the Collective Bargaining Agreement.

(b) Holidays are observed on the day designated by the Employer. The holiday period runs from midnight the day before the holiday until midnight the day of the holiday.

Section 7.2. Holiday Compensation. (a) When a holiday is observed on an employee's regularly scheduled day off, full-time non exempt and eligible part-time employees can either take another day off within 30 days or receive one day's pay at their regular rate of pay, as agreed to by the Employer and the employee.

(b) When full-time and eligible part-time non-exempt employees work on a holiday, they will receive their regular hourly rate of pay plus one and one-half times their regular hourly rate of pay for each hour worked provided the majority (5 hours) of the shift is worked after midnight the day before the holiday or before midnight the day of the holiday.

(c) When full-time exempt employees work on a holiday, they will be paid their regular base salary for that week and will be eligible for another day off with pay to be taken within 30 days.

(d) Part-time employees who are not eligible for paid holidays and work on a holiday will receive twice their regular hourly rate of pay for each hour worked provided the majority (5 hours) of the shift is worked after midnight the day before the holiday or before midnight the day of the holiday.

Section 7.3. Eligibility requirements. (a) An employee must be in paid status on the day before and the day following the holiday in or to be eligible for a paid holiday.

(b) Part-time employees who have completed one year of service and work more than 1,000 hours in the preceding calendar year are eligible for paid holidays.

Section 7.4. Personal Days. (a) Eligible full-time employees are granted four personal days each calendar year.. When and if the total number of personal days changes for non-union SCNI employees, this section will be modified accordingly.

(b) Scheduling of personal days must be approved by the employee's supervisor and approval will be subject to departmental work requirements. Employees should make their request for the personal day at least one week in advance. The parties recognize, however, that it is not always possible to give a full week's advance notice, and requests with lesser notice shall not be unreasonably denied.

(c) Personal days must be taken in the year they are granted and may not be carried forward to the next year. Unused personal days will be forfeited at year-end.

(d) Employees who terminate employment and have not taken the personal days for which they are eligible in the calendar year of termination will be paid for the unused paid

personal days. Payment will be made provided that the employee has given two weeks notice and has completed 12 months of employment.

ARTICLE VIII

Vacations

Section 8.1. Vacation Eligibility. (a) Eligible full-time employees receive paid

vacation time based on length of service from the date of full-time hire as follows:

Years of Service Completed	Paid Vacation Eligibility on the Following January 1st
• 1-2 years	2 weeks
• 3-9 years	3 weeks
• 10 or more years	4 weeks

Employees shall be eligible for an increased vacation allotment, pro rated based on their anniversary date, in the year they reach the next accrual level in the current contract, rather than waiting until January 1 of the following year. By way of example, an employee who reaches his or her 10 year anniversary on June 30, 2012, will be entitled to 3.5 weeks in 2012 and then 4 weeks in 2013.

New employees are entitled to 2 weeks of vacation, pro rated from their start date, during their first year of employment

Effective January 1, 2005, all employees will take vacation during the year it is earned and accrued (“Earn as you go”) based upon the above eligibility tables.

Any employee covered by this Agreement who had completed his/her fifteenth year of service as of September 30, 2005, will continue to get 5 weeks vacation for the term of this contract, provided that if the Employer eliminates 5<sup>th</sup> week vacation entitlement for non-union employees, 5<sup>th</sup> week vacation entitlement for unit employees shall also be eliminated. If the Employer compensates non-union employees for the loss of the 5<sup>th</sup> week of vacation entitlement, baragainin gunit employees will receive the same compensation.

Section 8.2. Holiday Falling During Vacation. When a holiday falls during a vacation period, it will be considered a holiday, not a vacation day.

Section 8.3. Scheduling of Vacation. Vacation shall be scheduled on a department-by-department basis consistent with the needs of the department. Requests for vacation time off shall not be unreasonably denied.

Section 8.4. No Carryover. Carryover of unused vacation time to the following year is not permitted. Employees must use their vacation days in the same calendar year in which they are granted. Unused vacation days will be forfeited on December 31st of each year.

Section 8.5. Vacation Pay Upon Termination. Employees terminating their employment during any year will be paid upon termination for all unused vacation days up to the date of termination provided that the employee has given two weeks notice and has completed one year of employment.

Section 8.6. Part-time/Temporary Vacation Credit. A full time employee with prior part-time or temporary employment with no interruption in service will be credited with additional service of one-half year for every year of part-time or temporary service during which at least 1,000 hours was actually worked, rounded up to the next full year (e.g., a part-time employee who has three (3) uninterrupted years of at least 1,000 hours each year will get two (2), not one and a half (1-1/2) years' vacation credit). The sum of the part-time/temporary credits will be added to the full-time service in order to calculate vacation entitlement.

ARTICLE IX

Benefits and Sick Days

Section 9.1. General and Elective Benefits. (a) Eligible members of the bargaining unit will participate in the following Employer plans as provided below in accordance with the terms of those plans:

Basic Life Insurance  
Business Travel Insurance

Eligible members of the bargaining unit may elect to participate in the following Employer plans as provided below in accordance with the terms of those plans:

Health Care Program  
Medical, which includes presently HMO and PPO plans).  
    Prescription  
    Mental Health  
    Dental  
    Vision  
Supplemental Life Insurance  
401 (k) plan (DCRP)  
Accidental Death/Dismemberment Insurance

C. Upon request, eligible members of the bargaining unit will receive copies of all Summary Plan descriptions. Employees will pay such percentage of medical, dental and vision care premiums as are required of all other employees of the Employer. The Employer will inform the Union as soon as is reasonably possible prior to implementation of said changes.

Any question or claim regarding benefits, or a claim for benefits, made by any employee or the Union, or any question arising under the insurance contracts referred to herein, shall not be subject to the Grievance and Arbitration provisions hereunder but shall be the responsibility of the carrier.

Employees' eligibility to participate in the various general elective and benefit plans is subject to and governed by the terms of the various plans. The Union is not waiving any right to

bargain over changes to said plans to the extent not otherwise waived through the language of the agreement.

Section 9.2. Right to Select Carriers. (a) The relevant benefits provided for in this Article shall be provided through a self-insurance plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer. “Insurance Companies” include regular line insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If those benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance company.

The Company may, after thirty (30) calendar days notification to the Union and discussion with the Union within that thirty (30) days period, change insurance carriers and implement other changes consistent with this Article IX.

The Company may offer additional options for medical, dental and vision coverage beyond those provided for above.

Section 9.3. Sick Days (a) Eligible employees who have completed three months of employment may use paid sick days for necessary absences from work due to short-term illness or injury. Employees will be eligible for five (5) paid sick days on January 1<sup>st</sup> of each year.

Newly hired full-time employees are eligible for paid sick days on the following basis:

<u>Date of Hire</u>	<u>Paid Sick Days In Year of Hire</u>	<u>On the Following January 1</u>
January 1 to March 31	4 days	5 days
April 1 to June 30	3 days	5 days
July 1 to September 30	2 days	5 days
October 1 to December 31	1 day	5 days

Current employees as of May, 2011 will get a one time addition to their sick leave bank of 10 sick days. New employees will get the same one-time addition on their 1 year anniversary. Employees may accumulate up to 30 sick days which can be carried over to the following year.

To be eligible to use paid sick days, employees must advise their supervisor before the start of their work day that they will not be able to come to work due to illness or injury. Daily notification is required for successive days of absence. The Employer may request a doctor's note or other certification in order to verify illness. Sick days must be taken as full days. No partial sick days are permitted. Employees who report to work and then become ill and leave will not be charged for a sick day if they have worked more than four hours that day. If employees work less than four hours they will be charged for a full sick day.

Upon terminating employment, employees will not be paid for unused sick days.

Sick days will not be carried over to succeeding years.

Section 9.4. Perfect Attendance Bonus Day. Employees will be eligible for a perfect attendance bonus day (bonus day) for each six-month period of perfect attendance. The six-month period runs from January 1 to June 30 and July 1 to December 31 of each year. The bonus day must be taken in the six-month period following the period of perfect attendance and at a time mutually agreed to by the Employer and the employee. In the event of an employee's termination from employment, unused bonus days will not be paid to the employee.

Section 9.5. Pension. Bargaining unit employees shall be covered by a Defined Contribution Retirement Plan ("DCRP"). This plan will allow each eligible employee to choose from up to six (6) investment options. The plan recognizes bargaining unit employees as eligible following one year of service and the attainment of age twenty-one (21). All service with the employer counts towards eligibility and vesting. The Employer will contribute 4% of



each eligible employee's straight time wages. In addition to the Plan's eligibility rules, employees must work at least 1,000 hours in the previous calendar year to be eligible.

Employees on payroll as of December 31, 2005 will receive benefit service credit under the Times Mirror Pension Plan (the "TMPP") for the period from January 1, 2004 through January 1, 2006, and employees will be credited with an additional year of service for every 10 years of benefit service as of 12/31/05 up to a maximum of 2 years enhanced service.

If non-union employees receive a profit-sharing contribution to their pension plan at any time during the term of this Agreement, SCNI will contribute an additional 1% to the DCRP on behalf of the bargaining unit employees for the last year of the contract (October 1, 2007 through September 31, 2008).

Section 9.6. Short Term Disability. Eligible full-time employees who have completed one year of employment shall be covered by the Tribune hourly employee short-term disability pay practice. After seven consecutive calendar days of illness or disabling injury, the employee will be eligible for STD pay on the following basis:

Short Term Disability Pay Practice

<u>Years of Service</u>	<u>Weeks @ 100% base pay</u>	<u>Weeks @ 50% base Pay</u>
1 year	6	12
5 years	13	13
10 years	18	8

Section 9.7. Long Term Disability. Eligible full-time employees who have completed two years of employment shall be covered by a long-term disability insurance plan provided by the Employer. The benefit shall pay up to 50% of monthly compensation, less a carve-out for Social Security Disability payments after an eligible employee has been unable to work due to

disability for six consecutive months. Such payments shall be made as long as the employee is disabled until they reach normal retirement age. There is a twenty-four (24) month maximum benefit for certain mental disabilities. If the plan allows employees to purchase at their own cost a 10% supplement or all of the insurance for the period of time from the thirty-first day of employment until they have attained two (2) years of service, they may do so on a voluntary basis, payable in advance.

## ARTICLE X

### Part-Time and Temporary Employees

Section 10.1. Definition. A part-time employee is one who is hired to work regularly less than the workweek provided in this Agreement. A temporary employee is one employed for a specific project or a specific period of time not to exceed six (6) months or the length of any leave of absence under this Agreement.

Section 10.2. Rights of Part-Time and Temporary Employees. Part-time and temporary employees are covered by all applicable non-economic provisions of this Agreement. Part-time employees are eligible for only those economic benefits governed by ERISA, to the extent their total number of hours worked would require. A part-time employee shall be eligible to participate in the Pension Plan, and 401(k) only.

## ARTICLE XI

### General Provisions

Section 11.1. Employee Discipline. (a) During an employee's first ninety (90) days of employment, the employee's employment may be terminated at the discretion of the Employer at any time. A grievance concerning any such termination shall not be subject to arbitration. This

ninety (90) day period may be extended by mutual written agreement of the Employer and the Union.

(b) The Employer shall not discipline or discharge a non-probationary employee without just cause.

(c) The Employer shall promptly provide the Union with copies of any disciplinary notices.

Section 11.2. No Discrimination.

(a) In accordance with applicable law, neither the Employer nor the Union will discriminate on the basis of race, color, creed, religion, age, sex, national origin, disability, citizenship, veteran status, Union membership or non-membership (except as provided in Section 1.2) or any other legally protected status in accordance with applicable local, state, and federal laws.

(b) The Employer will not discriminate on the basis of sexual orientation in the hiring, training or promotion of employees.

The Employer shall notify the Union with reasonable promptness in writing of any layoffs, recalls, or terminations of any member(s) of the bargaining unit.

Section 11.3. Personnel File Upon request an employee may review his or her own file in the Human Resource Director's office and upon reasonable request shall be provided with a copy of any material contained in the file.

Section 11.4. Safety and Health.

(a) The Employer shall maintain a safe and healthy work environment.

(b) Upon reasonable request, the Publisher or his/her designee shall meet with the Union with respect to issues of safety and health.

c) On a regular basis, the Employer shall provide ergonomic training by a qualified individual or organization.

Section 11.5. Hazardous Working Conditions.

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. Absent a reasonable apprehension of death or serious injury, the general rule of perform the task/grieve later shall be followed.

Section 11.6. Seniority and Layoffs.

(a) Seniority for purposes of layoff is a full-time employee's last period of continuous service with the Employer since the full-time employee's most recent date of hire.

When layoffs of full-time employees are to be made, four (4) weeks' advance notice shall be given the employee and the Union, provided that no advance notice shall be required if the layoff is caused by natural disasters (including but not limited to earthquakes, hurricanes and floods) or insurrections (including but not limited to wars or riots), provided said natural disaster or insurrection impacts SCNI. The Company shall have the option to issue pay in lieu of notice in the form of payroll continuation through separation date.

(b) Full-time employees with at least twelve (12) months of full-time service will be paid if accrued, unused vacation and personal days.

(c) Layoffs of full-time employees shall be made in accordance with the following procedure:

- (i) The Employer shall designate the department(s) and classification(s) within the department(s) where a reduction in force is to occur. Departments for purposes of this Section 11.10 are defined as follows: Business, City, Features, Graphics, Library, News, Photography and Sports. Classifications for purposes of this Agreement are defined as those listed in Section 6.1.
- (ii) Where relevant qualifications are relatively equal, the employee with the least seniority within the affected classification(s) and department(s) shall be displaced.
- (iii) An employee displaced pursuant to the foregoing shall have the following options:
  - (a) Be laid off; or
  - (b) Displace the least senior employee in the same classification in any Department other than Sports, provided that in the judgment of the employer, qualifications are relatively equal, in which case the employee displaced pursuant to this Subsection (b) shall be laid off.
- (v) Miscellaneous. The parties further agree as follows:
  - (a) For purposes of Section 11.8, the Sports Department shall be considered a totally distinct Department. Employees from other Departments may neither displace employees in Sports nor do they have recall rights into Sports.
  - (b) Reporter Trainees shall be laid off before any Reporter.
  - (d) Full-time employees who are laid off shall be placed on a recall list for a period of one (1) year and shall be recalled, in reverse order of layoff, for the same or comparable jobs if such openings occur during the period. An employee recalled under this Section 11.8(d) shall have her seniority bridged (i.e., she will not be considered a new employee but will not be credited with time while on layoff).
  - (e) Severance Pay:
    - (i) A full time employee who is laid off and who does not accept a voluntary severance under Section 11.7 shall be eligible for 2 weeks of severance pay for each year of

continuous service with the Company to a maximum of 52 weeks of pay, with a minimum of 4 weeks of pay. In order to receive severance pay, an employee must execute and not revoke a waiver and general release of all known and unknown, suspected and unsuspected legal claims or causes of action against the Company, its affiliates and employees, excepting only grievances arising under the collective bargaining agreement and any vested or accrued benefits payable upon termination under the collective bargaining agreement, which will not be subject to the waiver, on a form attached hereto as Exhibit A. If an arbitrator awards back pay as a result of a grievance challenging a layoff where the Company has paid severance pay to the grievant, the Company shall have the right to offset the gross amount of any severance paid from the back pay award. If the severance paid exceeds the back pay award, the grievant must repay the gross differential to the Company, either by tendering the amount due or by authorizing, in writing, payroll deductions to repay the differential over time.

(ii) Any employee who is recalled after having received severance pay in accordance with Article XI shall be deemed a new employee for the purpose of qualifying for any subsequent severance.

(f) Vacancies will be posted on the company website.

Section 11.7. Voluntary Separations. In the event that the Employer desires to offer voluntary termination incentives to individual employees or groups of employees to reduce the force, it shall afford the Union the opportunity to bargain concerning the terms of the voluntary incentives, if any. Absent agreement, the Employer may post voluntary termination incentives based on the last offer presented to the Union.

Section 11.8. Notice of Technological Change. The Employer will notify the Union at least two (2) month in advance of the implementation of any technological change that substantially changes employees' hours of work or results in a layoff of bargaining unit members; provided that such notice shall be given at least three (3) months in advance if the technological change will result in the layoff of five (5) or more employees within a sixty (60) day period. Notification shall include the identification of the types of equipment and the positions affected. Employees working on new equipment shall receive reasonable training at the Employer's expense.

Section 11.9. Mileage. (a) The employer shall compensate for the use of an automobile in the service of the Employer at the same rate paid to non-union employees. Mileage reimbursement shall not go below \$.40 per mile unless the average gas prices in Fairfield County falls below \$2 a gallon.

Section 11.10. Stringers. The Employer shall maintain the right to use freelance writers and photographers ("stringers") provided that the use of stringers shall not result in any layoffs of bargaining unit members.

Section 11.11. Meal Stipend. For the purpose of defraying meal expenses after the cafeteria is closed, the Employer shall pay \$10 per shift to any employee scheduled to begin working a full shift at or after 1:00 pm that calendar day.

Section 11.12. Direct Deposit. The Employer shall encourage and continue to permit direct deposit of an employee's paycheck.

Section 11.13. Complete Agreement and Waiver. No precedents or previous conditions, rules or agreements, shall be recognized in any way, or affect or modify this Agreement unless specifically provided for in this Agreement.

This Agreement represents the complete and entire agreement between the Parties and there are no understandings or agreements, written or oral, relating to rates of pay, hours of work or conditions of employment other than those set forth herein or incorporated herein by reference.

The Union waives the right to bargain over any other matters, other than the express provisions of this Agreement. This Agreement supersedes any prior agreements whether implied, express, written or oral between this Employer and the Union. The Union further acknowledges that there are no past practices of either party that would arise to the level of supplementing, amending or in anyway superceding the express provisions of this agreement or in anyway modifying or infringing on the broad rights of management.

In the event that any of the provisions of this Agreement are or hereafter become unlawful or unenforceable by virtue of any legislative enactment or decision of any court or any agency of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected by such invalidity or unenforceability and this Agreement shall otherwise continue in full force and effect throughout the term of this agreement.

Section 11.14. Union Bulletin Board.

The Employer shall provide the Union with a bulletin board in the newsroom in a mutually agreeable location.

Section 11.15. Other Benefits. The Employer offers other benefits that are not referred to in this Collective Bargaining Agreement to some or all employees. It is the right of the Employer to amend, delete, terminate or in anyway change these benefits. The Employer will notify the Union of any of these changes. The Union has no right to bargain over these non-contractual benefits.



Section 11.16. Professional Day.

(a) Each January 1, a full-time employee shall earn two (2) professional days, which cannot be carried over from year to year, intended to be used for the employee's professional development in his/her job at the Advocate.

(b) An employee who desires to attend a professional development event, such as a writing seminar, shall request permission of the Editor at least three (3) weeks in advance, which may be waived at the sole discretion of the Editor.

(c) A request for a professional day shall not be arbitrarily or capriciously denied, provided that allowing more than one (1) employee off on the same day shall be at the sole discretion of the Editor.

(d) An employee off on a professional day shall receive a full shift's pay at his/her normal straight time rate. The Employer shall not be required to pay for expenses or mileage, provided the Editor may do so at his sole discretion.

(e) A maximum of five (5) union stewards or committee members can use one (1) of these professional days for union activity (e.g., union conference, training, or educational events). The Union shall notify management as to who the stewards are and will provide notice as soon as possible if the identity of the stewards changes.

Section 11.17. Cell Phone Stipend.

The Employer will provide bargaining unit employees with the same cell phone/smart phone/technology benefits as are provided to other Company employees.

Section 11.18. Professional Development.

The Employer will set aside \$2,500 per year to pay for professional development courses and seminars for employees. Approval of funds shall be at the discretion of the Employer, taking into account the cost and job-relatedness of the course or seminar for which payment is sought. If approved for payment, courses and seminars must be taken on personal time so as not to interfere or conflict with work schedules or assignments.

## ARTICLE XII

### Leaves of Absence

#### Section 12.1. Personal Leave of Absence.

(a) A Personal Leave of Absence without pay may be granted to regular full-time employees who have completed at least twelve consecutive months of continuous employment. Such requests must be supported by documentation by the employee, recommended and approved by the employee's supervisor and department head, and will only be considered when the employee's needs do not conflict with the employee's obligations to the Employer.

(b) Personal Leaves will not be granted for a period of more than six months and normally not until all accrued vacation time had been used.

(c) While on a personal leave of absence, it is the employee's responsibility to make the necessary arrangement for any payroll deductions that they wish to continue. Medical insurance premiums must be paid in full by the employee.

(d) Any time on a personal leave status will not count toward your salary reviews, length of service for vacation or seniority credits. In addition, holiday pay will not be paid to employees on leave status.

(e) Personal leaves of absences will be unpaid and will run concurrently with all applicable leave policies.

Section 12.2. Leaves Required By Law. Any leaves required by law will be granted and compensated, as the law requires.

Section 12.3. Family and Medical Leave.

(a) In accordance with applicable law, in any two year period, eligible employees may take up to sixteen (16) weeks of unpaid leave during one twelve (12) month period and twelve (12) weeks in the following twelve (12) month period. The twelve-month period begins on the first day of the leave period.

(b) Full-time and part-time employees who have been employed for at least twelve (12) months and who have worked for at least 1,000 hours in the twelve (12) months preceding the first day of the leave are eligible to take family and medical leave.

(c) Employees have the option of taking unused paid vacation or personal days as part of the leave period. Any time on leave status will not count toward salary reviews or length of service. Holiday pay will not be paid to employees on leave status.

During any period of family and medical leave taken in accordance with the Family Medical Leave Act or the Connecticut State Personnel Act, full-time employees may continue their health insurance benefits as though the employee were at work (with the Company continuing to pay the employer share of the premiums), provided that the employee remits the applicable employee portion of the premiums on a monthly basis.

(d) Requests for a family or medical leave must be given at least 30 days in advance when possible. Written certification from the treating physician or other health care provider is required. All family and medical leaves must be approved in advance by the Employer.

Employees must provide the Employer with at least 2 weeks advance notice of the intended return to work date.

(e) A leave of absence resulting from pregnancy is covered under both the short-term disability (STD) leave policy and under the provisions of the Family and Medical Leave Act (FMLA). STD and FMLA coverage runs concurrently and will be granted to all employees who have fulfilled eligibility requirements for both STD and FMLA. Part-time employees eligible for only FMLA leave may take unpaid leave resulting from pregnancy under the FMLA policy.

Section 12.4. Funeral Leave.

(a) Full time employees will be granted a leave of absence of up to three days off from work, with pay following the death of a member of their immediate family. Immediate family is defined as an employee's spouse, "domestic partner,"<sup>1</sup> child, parent or guardian, brother, sister, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

(b) If additional time off is needed or if the deceased is not included in the above definition, personal days, vacation days or time off without pay may be granted with Employer approval, which shall not be withheld unreasonably.

Section 12.5. Jury Duty. Regular full-time employees who are summoned to serve on jury duty will receive their full pay, less any court fees they may receive (excluding any reimbursement from the court for transportation and mileage costs) for the period of service, for up to two (2) weeks. To receive full pay while on jury duty, a copy of the summons must be provided the Employer as soon as possible after receiving a summons.

Section 12.6. Union Leaves. (a) Upon thirty (30) days notice, a leave of absence, without pay, shall be granted to a bargaining unit employee to accept employment with the Union. Such leave shall be for a period of at least one (1) full year, but such leave may be

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<sup>1</sup> "Domestic Partner" shall be defined under the same terms applied for Article IX.

extended for one (1) additional full year by giving written notice to the Employer at least ninety (90) days prior to the expiration of the first year's leave. An employee on such union leave who thereafter returns shall have her seniority bridged but will not be credited with time while on Union leave. No more than one (1) employee shall be granted such leave at any one time.

(b) The Union shall be allowed up to ten (10) days of non-accumulative Union leave each calendar year without pay for employees to attend Union conventions or training/education sessions. No more than one employee shall be off on such leave at any time unless the parties mutually agree otherwise. The Union shall give not less than two (2) weeks notice in advance of a request for leave under this Section 12.6(b), and such request shall not be unreasonably denied.

### ARTICLE XIII

#### Military Service

Section 13.1. Military Service. Any employee who enters military service shall be entitled to all rights provided by law.

### ARTICLE XIV

#### Conformance With Law

In the event any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and subject matter to be in conflict with a state or federal statute. Upon request, the parties agree to negotiate concerning a substitute for the particular provision or portion thereof, which is held unlawful or unenforceable. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ARTICLE XV

#### Successors and Assigns

This Agreement shall inure to the benefit and be binding on the successors and assignees of the Employer and the Union.

ARTICLE XVI

Termination

This Agreement shall be effective as of the date of ratification and shall remain in full force and effect through June 30, 2013. In the event that either party notifies the other in writing of an intent to modify this agreement, or negotiate a new contract, negotiations shall begin no later than thirty (30) days prior to the anniversary/termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. To this end, the parties agree that form is of the essence and, further, that a desire to modify is not a notice of termination. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary/termination date set forth in the preceding paragraph.

EXECUTED THIS \_\_\_ day of \_May, 2011, after receiving approval by the Employer and ratification by the Union members.

ON BEHALF OF THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Letter of Understanding

Re: Jury Duty

The Employer recognizes that jury duty sometimes extends beyond the two weeks provided for in Section 12.5 of this Agreement.

Letter of Understanding

Nothing contained in Section 11.2 shall be construed as recognition by the Employer of unmarried domestic partner relationships for the purpose of receiving company benefits.

Letter of Understanding

With respect to locally provided benefits that are available to all SCNI employees, the Employer has no current plans to end those benefits (i.e., free parking, cafeteria, etc.). The Employer does have the unilateral right to discontinue or modify those benefits. If such change or termination is for all employees, the Employer will give the Union advance notice and be available to answer their questions. No further obligation exists. If the change or termination only impacts bargaining unit members, besides notice, the parties would have the obligation to discuss the effect upon bargaining unit employees. The employer has no obligation to make any new benefits it confers to any or all non-unit employees available to bargaining unit employees. Of course, such new benefits would be appropriate subject of future collective bargaining.

Letter of Understanding

The employer shall furnish with reasonable promptness to Local 2110 at its main office, or at its main email address, as well as the Unit Chair in writing the following information on new hires:

(i) Name, address, telephone number, sex, date of birth, and social security number; (ii) Date of



hire; (iii) Full time or part time status; (iv) Classification; and (v) Salary. In addition, the Employer shall with reasonable promptness notify the Unit Chair in writing of (a) all increases granted including name of employee, individual amount, resulting in new salary and effective dates(s); and (b) changes in classification and any salary by reason thereof and effective date(s).

EXHIBIT A

**WAIVER AND RELEASE**

1. In consideration for payment by Southern Connecticut Newspapers, Inc. (the “Company”) of severance benefits as set forth in the collective bargaining agreement between the Company and the United Automobile, Aerospace & Agricultural Implement Workers of America, AFL-CIO, I, \_\_\_\_\_, on behalf of myself and my agents, assignees, heirs, executors, administrators, beneficiaries, trustees, and personal and legal representatives, hereby release the Company and its parents, subsidiaries, predecessors, successors, affiliates, officers, directors, agents, shareholders, attorneys, employees, employee benefit plans, plan administrators, insurers, assignees, fiduciaries, administrators, trustees, and legal representatives (collectively the “Released Parties”), from any and all claims, contracts, demands, damages, and other liabilities of whatever kind, whether now known or unknown, suspected or unsuspected, arising out of or in any way connected with my dealings with the Company, my employment with the Company, the termination of my employment with the Company or any other claim whatsoever to the date on which I sign this Agreement, excluding only claims which cannot be waived by law, grievances arising under the collective bargaining agreement and claims for vested or accrued benefits under the collective bargaining agreement.

2. This Waiver and Release includes, without limitation, any and all claims under the following statutes, as amended: Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the Americans With Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, all Connecticut state and municipal human rights acts or ordinances and any other federal, state or local human rights, civil rights, wage and hour, pension or labor law, rule and/or regulation, any public policy, contract or tort claim (regardless of whether of statutory or common law origin), or any other action against the Released Parties based upon any conduct or omission up to and including the date on which I sign this Waiver and Release.

I UNDERSTAND AND AGREE THAT, OTHER THAN CLAIMS WHICH ARE EXCLUDED FORM THIS WAIVER AS SET FORTH IN PARAGRAPH 1 ABOVE, I AM WAIVING AND RELEASING ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES TO THE DATE I SIGN THIS WAIVER AND RELEASE IN EXCHANGE FOR CONSIDERATION TO WHICH I AM NOT OTHERWISE ENTITLED.

3. To the extent applicable, I agree that this Waiver and Release is knowing and voluntary and in compliance with the Older Workers Benefit Protection Act of 1990 and I covenant and agree that:

1. I have been given 21 days in which to consider, sign and return this Agreement to the Company;

2. I have hereby been advised in writing to consult with an attorney concerning this Agreement; and
3. I will have 7 days from the date of signing to revoke this Agreement if I so desire. I understand and agree that any revocation must be in writing, must be signed by me and must be received by the Director of Human Resources, Southern Connecticut Newspapers, Inc., 75 Tresser Boulevard, Stamford, Connecticut 06901, within the revocation period to be deemed effective. I further understand that if I revoke this Waiver and Release, I shall not receive the severance payment.

4. I acknowledge and agree that if any provision of this Waiver and Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release shall continue in full force and effect.

5. I further acknowledge and agree that I have carefully read and fully understand all of the provisions of this Waiver and Release, that I am signing this Waiver and Release voluntarily with full knowledge of its significance and the rights I am waiving, that no other promises or inducements have been made to induce me to enter into this Waiver and Release, and that no other promises or agreements shall be binding unless reduced to writing and signed by the parties.

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(Date)