

**CONTRACT BETWEEN**  
**INDIANAPOLIS NEWSPAPERS INC.**  
**And the**  
**INDIANAPOLIS NEWSPAPER GUILD**

**August 25, 2014 TO August 24, 2016**

THIS AGREEMENT is executed this August 25, 2014 between Indianapolis Newspapers Inc., a corporation, hereinafter designated as the Employer, and the Indianapolis Newspaper Guild, a local chartered by The Newspaper Guild/CWA, hereinafter designated as the Guild, CWA Local No. 34070, acting for itself and on behalf of the employees in the editorial department of *The Indianapolis Star* located at 130 S. Meridian St., Indianapolis, IN and in the building services department of Indianapolis Newspapers Inc., located at the PPC, 8278 Georgetown, Rd., Indianapolis, IN.

Jurisdiction of the Guild, Local No. 34070, shall include all work presently performed within the unit covered by this contract. Performance of such work, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to employees of the Employer covered by this contract, provided that employees exempt from the bargaining unit pursuant to Article I below may perform bargaining unit work. The Employer may distribute with or as a part of *The Indianapolis Star* editorial content that is prepared by publications or sources outside *The Indianapolis Star*, material that is advertorial in nature wherever it is produced, as well as material prepared for use in *The Indianapolis Star* on-line product, wherever it is produced. Advertorial material shall be clearly labeled as such. No bargaining unit employee will lose his/her position, classification or current wage scale as a result of the use of outside materials, or as a result of employees exempt from the bargaining unit performing bargaining unit work.

**ARTICLE I**  
**EXEMPTIONS**

Excluded from the application of this agreement are all managerial and supervisory employees and all confidential secretaries. Current managerial and supervisory employees and confidential secretaries are as follows:

**Administration**

- Executive Editor and Vice President
- Managing Director
- Administrative Assistant to the Executive Editor and Vice President

## **Newsroom Management**

Content Directors:

- Accountability and Business
- Quality of Life
- Sports and Visuals
- Engagement Editor
- Audience Analyst
- Senior Content Coach
- Content Coach
- Community Content Editor
- Planning Editor

## **ARTICLE II PART-TIME AND TEMPORARY CLASSIFICATIONS**

**Section 1.** A part-time employee is an employee who regularly works less than thirty (30) hours per week in any classification. Part-time employees shall be paid on an hourly basis at not less than the minimum hourly rates established under the experience classification of this agreement. Employees who regularly work thirty (30) hours or more but less than forty (40) shall be considered full-time employees and receive all benefits due full-time employees. Those employees shall receive paid time off in proportion to their hours worked.

**Section 2.** Part-time employees who work thirty (30) hours or more for thirteen (13) consecutive weeks and thereafter average at least twenty-five (25) hours per week shall be entitled to the following benefits:

- Regular health insurance programs
- Prorated paid time off (vacations, personal leave days, sick time, holidays, jury duty, bereavement)
- Short term disability and long term disability
- Benefits as listed as Article XX (see page 20)

Part-time employees not eligible for hospital and insurance program benefits shall be eligible for the following prorated paid time off:

- Vacation
- Sick time
- Jury duty
- Bereavement

Part-time employees who were hired before the signing date of this agreement who are not eligible for hospital and insurance program benefits shall retain all of their current

benefits in proportion to time worked, including vacation, sick time, jury duty, bereavement, personal leave and all benefits listed in Article XX for which they meet eligibility requirements. For those who work a holiday, they will receive holiday pay.

**Section 3.** A temporary employee is one who is employed for a limited time only, not to exceed one year. The Employer and the Guild must mutually agree to any temporary employment extending beyond one year. Temporary employees are not eligible for benefits or holidays. Temporary employees shall be paid at rates not less than the minimums established under the experience classification of this agreement. Temporary employees shall not receive severance pay on termination of contemplated period of employment and shall be excluded from leaves of absence. However, in the event that a temporary employee is subsequently hired as a regular employee, the period of most recent temporary service shall be included in all calculations for benefits.

Notwithstanding the above time limit for temporary employees, the parties agree that bona fide students may continue to work (even beyond one-year) and be assigned traditional Guild functions so long as the student is enrolled in school.

**Section 4.** The Employer shall notify the Guild whenever part-time, military replacement or temporary employees are placed on the payroll, and the probable duration of employment. The Employer shall also notify the Guild whenever there is a change in the employment status of such employees.

Part-time or temporary employees are not to be used to eliminate, make unnecessary or displace permanent, full-time employees. However, this would not apply when a fulltime position is involuntarily reduced to a part-time position and when the full-time employee is assigned or offers to work the part-time job and is paid his/her severance pay, in which instance the employee in question must be the one most recently hired in the classification, and that employee shall be offered the first full-time position available in that classification. When there is no involuntary reduction of a full-time position and an employee initiates and is granted a voluntary move to part-time from a full-time position, he/she shall receive severance for all full-time work previously performed for the Employer, if the individual is subsequently terminated and is eligible for severance.

### **ARTICLE III RATES OF PAY**

Any and all economic increases shall be based on merit solely within the discretion of the Publisher. Such discretion will continue during any subsequent negotiations as the status quo until such time as a change has been made through negotiations.

**Section 1.** The following minimum wages shall be in effect for work during the term of this contract:

## Minimum Rates of Pay

Columnist	\$1,154 (per week)
Reporter 3	\$1,015 (per week)
Producer 3	\$1,015 (per week)
Reporter 2	\$785 (per week)
Producer 2	\$785 (per week)
Photographer 2	\$785 (per week)
Reporter 1	\$615 (per week)
Producer 1	\$615 (per week)
Photographer 1	\$615 (per week)
Community Content Specialist	\$615 (per week)
News Assistant	\$486 (per week)
Building Services	\$290 (per week)

Employees shall be considered for annual merit raises. The employee's overall performance rating, as determined by the employee's annual performance review, will determine the employee's eligibility for a merit raise. An employee's wage rate shall not be reduced as a result of a performance evaluation rating.

Nothing in the application of merit pay shall be construed as requiring a reduction in the hourly rate applicable to employees on the date of execution of this Agreement. Merit increases, once given, shall not be taken away, it being understood this would not apply in the case of a demotion.

Individual performance reviews and/or merit increases are subject to the grievance process, but there shall not be an arbitration option. The Guild may grieve and arbitrate contractual issues related to this section. The Employer shall inform the Guild of each individual's merit increase within thirty (30) days after the increase takes effect.

Performance evaluation criteria will be reviewed and updated annually by the Company for all bargaining unit departments. Upon request, managers will provide pay range information to employees during their annual performance review. The Company will advise the Guild if any pay ranges are revised for Guild-covered positions. Pay range information is to be handled in a confidential manner.

Promotions will be merit based, which will include factors such as demonstrated ability, reliability, responsibility and experience.

**Section 2.** Management may require personnel to use whatever news-gathering tools are necessary to carry out an assignment. For example, reporters may be required to take photographs and/or video incidental to their work. Photographers may be required to contribute news matter, including but not limited to identification for photographs submitted, and recording audio on a tape recorder. The Employer will provide necessary equipment and training. An employee's performance evaluation will not be negatively affected by the quality of work outside his/her primary job responsibilities. The assignment

of non-primary duties shall not change the primary job responsibilities for a job classification without negotiation between the Employer and the Guild.

**Section 3.** There shall be no reduction in salaries providing, however, that any supervisory employee covered by this contract being removed from his/her position may accept a reduction in salary (to a wage rate not less than the minimum for their new assignment commensurate with their experience) and remain on the staff with the approval of the Employer if the employee so elects. Should such an instance arise, the Guild, Local No. 34070 shall be notified of the job change. There shall be no dismissals solely as a result of putting this contract into effect.

**Section 4.** Employees who volunteer to be placed in lower classified positions or move from full time to part time may have their pay and/or hours adjusted accordingly. The Company will address performance deficiencies rather than involuntarily demote employees.

#### **ARTICLE IV HOURS**

**Section 1.** The regular work week shall be forty (40) hours in length.

**Section 2.** The Employer shall have the right to schedule regular straight-time shifts in lengths of either 8 hours per day within 9 consecutive hours, or 10 hours per day within 11 consecutive hours. The Employer has the right to determine which option will be used for particular jobs, shifts and/or departments.

The Employer shall give 30 days notice in advance of changing a position from eight (8) to ten (10) hours per day or vice versa. At the time notice is given, the Employer will solicit volunteers for new assigned hours from within the affected department. In the event there are not enough volunteers from within the affected department to fill the new assigned hours, the Employer will seek qualified volunteers from outside the department. Any employee in the affected department who does not wish to work the new assigned hours may transfer to a new assignment when both the employee and the Employer agree. Failing to obtain an approved transfer, the affected employee will work the new assigned hours.

**Section 3.** Overtime premium pay of time-and-a-half will be paid an employee for all hours worked beyond forty (40) in a financial week. For purposes of computing overtime premium pay, excused absence with pay shall count as hours worked. Unexcused absence, or absence not paid for, shall not count as hours worked.

**Section 4.** An employee called back to work after completing his/her full regular straight time shift and leaving the premises will receive a minimum of three (3) hours of pay at the overtime rate of one and one-half (1½) times his/her appropriate rate of pay.

**Section 5.** Employees called to work on their day off will receive a minimum of four and one-half (4½) hours' work at their appropriate rate of pay.

**Section 6.** Employees may change designated days off within any given week with the consent of the Employer.

The Employer will permit flexible hours, job-sharing and work out of homes when both the employee and the department head agree to the arrangement. Written records will be kept of such agreements.

An employee may waive the pay requirements of Sections 4 and 5 of this Article IV in such arrangements.

**Section 7.** Where practical, without prejudicing news coverage, all overtime must be approved in advance by the Employer. Employees shall report all overtime within seventy-two (72) hours after completion of the overtime services. The Employer shall keep a record of all overtime and shall make that record available to the Guild on request in case of dispute.

**Section 8.** The hours and overtime provision herein specified shall not apply to employees whose primary function is the writing of a signed column, Sports Beat Writers, and Cartoonists.

**Section 9.** The editorial writers and reporters regularly assigned to beat coverage shall work a forty (40) hour week so divided as to meet the requirements of their duties. A split shift may be scheduled if necessary to accommodate news coverage relevant to a beat or assignment. When a split shift is not necessary, the language of this section is still subject to the provisions of Section 2 of this Article.

**Section 10.** Days off shall be regular and consecutive, subject to change on two (2) weeks' notice or by mutual consent of the Employer and all involved Employees as determined by the Employer. Hours of work shall be regular and shifts will not be changed except on one (1) week's notice, by mutual consent, or in instances of emergency. When an employee is called to work before his/her regular starting time, excepting under the above conditions, he/she shall be paid time-and-one-half for the time worked before his/her regular starting time, straight time for the remainder of his/her regular shift, and time-and-one-half (1½) for any additional time worked. Employees scheduled for four 10-hour shifts shall have at least two (2) consecutive days off. This notification will be made via email and paper message board.

## **ARTICLE V SEVERANCE ALLOWANCE AND DEATH BENEFITS**

**Section 1.** Severance allowance will be paid to full-time employees in the event of dismissal equal to one (1) week's pay for each 12 months of service, up to 26 weeks

maximum. Effective November 1, 2014, employees who have accrued severance in excess of 26 weeks due to agreements made in previous contracts, shall forfeit any severance above 26-weeks.

Severance pay upon dismissal shall not be paid in the event of:

- (1) willful misappropriation of Employer funds (involving intentional rather than solely a technical misappropriation);
- (2) outside work of an employee interfering with the performance of his/her regular duties, the Employer having the burden of proof;
- (3) deliberate action by the employee, proved by the Employer to be taken with the primary purpose and intention of provoking dismissal, the Employer having the burden of proof;
- (4) drunkenness or drinking on Company property during an employee's work shift;
- (5) material, deliberate and willful falsification of records or reports;
- (6) gross insubordination or gross misconduct; or
- (7) violation of current Company policy on sexual or racial harassment.

The parties agree that terminations for attendance violations, following progressive discipline, constitute insubordination or gross misconduct and are within number six (6) above.

**Section 2.** The Employer agrees to keep in effect during the life of this contract insurance whereby, upon the death of any employee, the beneficiary of such employee will receive \$20,000.00. Further, employees may participate in the Supplemental Life Insurance, Family Life Insurance and Accident Insurance Plans on exactly the same basis and to the same extent (including premium costs) as offered to employees not covered by a collective bargaining agreement. New plans may be added, existing plans may be eliminated or modified, and premium payments increased or decreased, it being understood that any such additions, eliminations or modifications shall be on the same basis and to the same extent as applicable to employees not covered by a collective bargaining agreement. Either party may propose changes to this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this "same basis" practice will continue during negotiations as the status quo until such time as a change has been made through negotiations.

## **ARTICLE VI SENIORITY**

**Section 1 (A)** Layoffs to reduce the force may be made as the exigencies of the business require. The Publisher shall decide when and how many employees shall be laid off, and shall provide that information to the Guild before announcing the layoffs to the employees. The decision on when and how many employees shall be laid off shall not be subject to the grievance and arbitration procedures. Employees who are laid off shall

receive severance in accordance with the provisions of Article V, but at minimum will receive two weeks of severance.

(B) The Publisher may identify positions deemed expendable within each of the following classifications: 1) Columnist; 2) Reporter; 3) Producer; 4) Photographer; 5) Community Content Specialist; 6) News Assistant; and 7) Building Services and lay off employee(s) in said classifications. The Publisher shall consider the following factors in determining which employees are to be laid off from those classifications, in the following order of priority: (a) seniority, (b) individual skills and abilities, and (c) individual performance history and disciplinary history. If, after evaluating the employees using the above criteria, the Publisher determines there are two or more individuals of equal qualifications, they will be ranked by seniority. The Publisher's judgment and assessment of these factors shall not be subject to the grievance and arbitration procedures; however, the Guild may grieve and arbitrate a failure to follow the provisions of this Article VI.

(C) Nothing in this Article shall preclude the Company from offering early retirement incentives or employee buyouts to members of the bargaining unit. The Publisher shall have sole discretion over whether any such incentives will be offered and what terms will be offered. Moreover, in the event of a layoff, the Company will notify the Guild within five (5) business days of the employee's anticipated last day worked regarding its intent to seek volunteers for layoffs. The Company has the sole discretion to accept or reject volunteers. Moreover, the employee may be required to sign a "waiver and release" drafted by the Company. The Union waives its right to grieve or arbitrate the layoff of a volunteer.

(D) An employee dismissed pursuant to this Article shall have first preference for reemployment for two (2) years, provided that such employee keeps the Employer notified of each change of address.

**Section 2.** The Employer agrees to provide to the Guild a statement showing the name, home address, classification, date of hiring, experience bracket and experience anniversary of each employee, in writing, within a week of the date of employment.

## **ARTICLE VII VACATIONS**

**Section 1.** Employees shall take an annual vacation. In the first year, employees may take a week of vacation after three (3) months. In years two (2) to four (4), employees will earn vacation at the rate of two (2) weeks a year. In years five (5) to eleven (11), employees will earn vacation at the rate of three (3) weeks a year. In year 12 and each year after, employees will earn vacation at the rate of four (4) weeks a year. In the fifth and twelfth years of service, employees may take their additional week of vacation anytime after Jan. 1 if approved by management.



For those employees entitled to a fourth week of vacation, the Employer will endeavor to allow four (4) consecutive weeks. However, when this is impractical, a split vacation may be necessary.

Vacation shall not be carried over from one year to the next. The employee has the obligation to schedule his/her vacation days in a timely manner. Those employees with unscheduled vacation as of Oct. 1 may have their remaining vacation scheduled by management. Once management has assigned vacation time to affected employees, the Employer shall make a reasonable effort to accommodate any employee who requests a change in the assigned date(s) due to a family emergency situation. At the end of the calendar year, if an employee has vacation time that has not been granted or assigned by the Employer, that employee shall have such unused vacation compensated in cash. Such compensation shall be paid by the end of the following January.

**Section 2.** Vacations, whenever possible, shall be assigned according to seniority up to March 1, with approval or rejection of requests by March 15. After March 1, vacation shall be on a first-come basis. Vacation time requests made between March 2 and Sept. 15 must be approved or rejected within two (2) weeks of the request. Vacation time requests made between Sept. 16 and Sept. 30 must be approved or rejected within one week of the request.

**Section 3.** When an employee is dismissed, retires, resigns or enters into the armed forces, he/she shall receive in cash, in lieu of vacation, one (1) day's pay for each day of earned, yet unused, vacation time due him/her. Such vacation time will be computed from the anniversary date of employment.

**Section 4.** An employee whose vacation includes a holiday shall receive an additional day of vacation.

## **ARTICLE VIII PERSONAL LEAVE DAYS**

**Section 1.** An employee who regularly works thirty (30) or more hours per week shall receive up to a maximum of seven (7) personal leave days with pay in a calendar year, on the following basis:

- a. An employee with twelve (12) months of continuous employment in the preceding calendar year shall receive seven (7) personal leave days.
- b. An employee with at least nine (9) but less than twelve (12) months of continuous employment in the preceding calendar year shall receive four (4) personal leave days.
- c. An employee, with at least six (6) but less than nine (9) months of continuous employment in the preceding calendar year, shall receive three (3) personal leave days.

d. An employee with at least three (3) but less than six (6) months of continuous employment in the preceding calendar year shall receive two (2) personal leave days.

**Section 2.** Personal leave days are earned in one (1) calendar year and are to be taken in the following calendar year.

**Section 3.** Personal leave days are to be taken at a time mutually agreeable to the Employer and employee.

**Section 4.** If the Employer is unable to grant personal leave days or parts of personal leave days to be taken during the calendar year, the employee will have such unused personal leave days paid for in cash. Personal leave days shall not be cumulative. The employee has the obligation to schedule his/her personal leave days in a timely manner.

## **ARTICLE IX HOLIDAYS**

**Section 1.** The following days -- New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day -- will be regarded as holidays. Holiday provisions will apply to the day and night of the holiday itself or to the day and night generally observed as the holiday. Note: When New Year's Day, Independence Day or Christmas Day falls on a Saturday or Sunday, holiday provisions will apply to that day, regardless of whether it is generally observed on Friday or Monday.

**Section 2.** The Employer will endeavor to work a reduced staff on these days. No employee will generally be required to work more than three holidays per calendar year. Before department heads assign employees to work on a holiday, they shall seek volunteers among qualified workers. Employees will be notified via e-mail of the opportunity to volunteer for these shifts. With respect to Building Services employees only, the opportunity to volunteer to work holidays shall be provided to all employees regardless of their shift worked on an equal basis, provided, that such employees are capable of performing the necessary work at issue.

**Section 3.** An employee required to work on a holiday that is his/her regular work day shall be paid at one-and-one-half (1½) times his/her regular rate for the first three (3) hours and double time thereafter.

**Section 4.** Any employee not required to work on a holiday that occurs on his/her regular day off shall, at the option of the Employer, either receive pay for that holiday (producing a sixth day that week but not counting toward overtime) or shall be given a day off with full pay on a regular work day in that work week or within the 21 days following the holiday.

An employee may express a preference on which days to take off to his or her supervisor but the supervisor will ultimately determine which day off will be assigned.

**Section 5.** An employee who works on a holiday that is his/her regular day off shall be paid at one-and-one-half (1½) times his/her regular rate for the first three (3) hours and double time thereafter, for the hours actually worked, with a minimum of four and-one-half (4½) hours. This is in addition to the provisions of Section 4.

## **ARTICLE X SICK LEAVE**

**Section 1.** Employees shall have individual sick days, short-term disability leave and long-term disability leave on the same basis and to the same extent as provided to employees not covered by a collective bargaining agreement. New plans may be added, existing plans may be eliminated or modified, and premium payments instituted, increased or decreased, it being understood that any such additions, eliminations or modifications shall be on the same basis and to the same extent as applicable to employees not covered by a collective bargaining agreement.

**Section 2.** Except in cases of emergency, employees will notify the Employer in advance when unable to report for duty on account of sickness or accident.

In the event of an emergency, the employee will contact the Employer as soon as time permits. Documentation may be requested by the Employer.

**Section 3.** An illness on a day that an employee is scheduled to work shall be regarded as a sick day. An illness that occurs while an employee is on vacation or on a personal leave day shall not be considered a sick day.

**Section 4.** The Employer shall offer all eligible employees the Employer health insurance plans on exactly the same basis and to the same extent (including employee's premium payments) as offered to employees not covered by a bargaining agreement. New plans of coverage may be added, existing plans may be eliminated or modified, and premium payments increased or decreased, it being understood that any such additions, eliminations or modifications shall be on the same basis and to the same extent as applicable to employees not covered by a bargaining unit. Either party may propose changes to this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this "same basis" practice will continue during negotiations as the status quo until such time as a change has been made through negotiations.

If during the life of the contract, the Employer agrees to different health care language with another bargaining unit, the Guild will have the right to elect the different language, if it so chooses. It is understood that this plan will include dental, vision, voluntary participation in the Employer's flexible spending account (for both medical and dependent care) and a major medical maximum of \$1 million per person.

**Section 5.** Employees who still have sick bank time available shall receive from the Employer an account statement each year, by the end of January, detailing how much time they have left in their sick bank.

## **ARTICLE XI SECURITY**

**Section 1.** There shall be no discharge except for just cause. Reduction in the staff because of lack of need for services is just and sufficient cause for the discharge and shall not be subject to arbitration.

**Section 2.** Insufficient ability, after written warning, shall be a just and sufficient cause for dismissal. The Employer shall be the sole judge of the ability required. However, the Guild reserves the right to present as a grievance and arbitrate a charge that alleged insufficient ability or lack of ability is not the actual grounds for discharge.

**Section 3.** New hires in the bargaining unit will be considered probationary employees during the first six months (6) of their employment. In cases where performance problems are discovered, this probationary period may be extended for three (3) months with the consent of the employee, the Guild and the Employer. The discharge of a probationary employee shall not be subject to the grievance provisions of the contract, and the severance provisions of the contract shall not apply to employees until they have successfully completed the probationary period.

**Section 4.** The Guild, Local No. 34070, shall be notified in writing of any discharge, with the reason for such discharge stated in such notice.

**Section 5.** There shall be no discharge of any employee because of his/her membership or activity in the Guild. There shall be no discrimination against any employee because of his/her membership or lack of membership in the Guild. There shall be no interference or attempt to interfere with the legal operation of the Guild.

**Section 6.** No employee covered by this contract will lose employment with the Employer solely as a result of the introduction of new equipment.

**Section 7.** The Employer will furnish each employee with any written warnings or written performance appraisals, copies of which will be included in his/her personnel file. An employee shall have the right to review his/her personnel file periodically. The employee shall be allowed to place a response in such file to any item contained therein.

## ARTICLE XII GRIEVANCES AND ARBITRATION

**Section 1.** Should differences arise between the Employer and the Guild or any employee covered hereunder, as to the meaning or application of the provisions of this agreement, such differences shall be settled promptly and peacefully. To be considered timely, a grievance must be filed in writing with the aggrieved employee's department head or the personnel director within twenty-one (21) calendar days after the occurrence of the event giving rise to the disagreement. The parties will then meet within ten (10) days to discuss the grievance.

**Section 2.** Meetings to adjust the dispute (excluding arbitrations) shall be on the Employer's time.

**Section 3.** The Employer shall respond to the grievance within thirty (30) days of the first meeting of the parties (as described in Section 1). This written response shall be made only after discussions have ceased without achieving a mutually satisfactory resolution within that 30-day period. Either party may, by written notice to the other, submit the dispute to an impartial arbitrator whose award will be final and binding. The time limit for serving written notice of intent to arbitrate shall be twenty (20) days from the Guild's receipt of the Employer's written response to the grievance.

The impartial arbitrator shall be selected as follows; the parties will jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators. The parties will strike names alternately until there remains one, who shall serve as impartial arbitrator.

The impartial arbitrator shall hear evidence, consider the arguments of the parties and render a written decision setting forth the grounds upon which it is based. The impartial arbitrator shall not have the power to add to, amend or revoke any other terms of this agreement.

**Section 4.** Any expense incurred through arbitration shall be shared equally by the Employer and the Guild, excepting that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

**Section 5.** The time limits set forth in this Article shall be strictly enforced and may be extended or waived only in written agreement of the Employer and Guild. Any grievance not moved to the next step by the grieving party in a timely manner will be considered withdrawn with prejudice.

**ARTICLE XIII  
EXPENSES AND EQUIPMENT**

**Section 1.** The Employer shall pay all legitimate expenses incurred by the employees in the service of the Employer. Employees shall be compensated for the use of an automobile in the service of the Employer on the same basis and to the same extent as employees not covered by a collective bargaining agreement. This compensation may be added to or modified, it being understood that any such additions or modifications shall be on the same basis and to the same extent as applicable to employees not covered by a collective bargaining agreement. On round trips of 100 miles or more, if the employee requests to use his or her own car rather than a company vehicle, the Employer will reimburse the employee for actual fuel expenses incurred in lieu of the fixed mileage rate.

**ARTICLE XIV  
OUTSIDE ACTIVITY**

**Section 1.** The Guild and the Employer recognize the importance of assuring impartial news reporting and protecting the credibility of the newspaper and its news staff. Newsroom employees may engage in volunteer or remunerative activities outside working hours, provided they are not in conflict with the interests and welfare of the newspaper and do not reflect upon the character and reputation of the newspaper or employees of the newspaper, or interfere with the employee's physical or mental capacity to do the work for which he/she is employed. No employee shall utilize his/her connection with the Employer in the course of outside activities without prior written consent of the Employer.

Outside activity that involves news writing, photography, graphics, editing or news broadcasting for a commercial news publication, broadcast news media or online news service must first have written approval of the Executive Editor or his/her designate.

Approval of an outside activity may be withdrawn at a later date if the activity falls within the restrictions listed above.

Any news story, photo or graphic that would reasonably be expected to appear in The Star, its related products or its online products shall be offered to The Star first. If The Star declines to use the material, the employee may use it in a manner consistent with this Article.

**ARTICLE XV  
LEAVES OF ABSENCE**

**Section 1.** By arrangement with the Employer, employees may be granted leaves of absence without pay. Leaves on account of poor health shall not be considered breaks in continuity of service in the computation of severance pay.

**Section 2.** An employee covered by this agreement who is elected or appointed to a full-time position with the Newspaper Guild or local, or the AFL-CIO (such employees not to exceed one (1) in number at any time), will be granted a leave of absence without pay for a stated period of not less than one (1) year, with privilege of extension for one (1) additional year. The Employer will consider requests for additional extensions, but the granting of extensions are at the discretion of the Employer. Requests for such leave of absence or extension must be made in writing to the Employer (with copies to the Guild) at least thirty (30) days in advance. There will be no loss of seniority while the employee is on leave under this section.

**Section 3.** Leaves of absence granted under Section 2 of this Article shall be limited to a period of two (2) years for any one individual but may be extended by a mutually signed agreement between the Employer and the Guild. Negotiations for such an extension shall commence sixty (60) days before the termination date of the leave of absence. Should the Employer and the Guild fail to reach agreement on such extension by the end of the two (2) year period, an additional grace period of thirty (30) days shall be in force during which time the Employer shall notify the employee in writing (copies to the Guild) that his/her leave of absence has been terminated and the reasons for the termination.

**Section 4.** Within ten (10) working days after dismissal or resignation from such positions with the Newspaper Guild, or local, or the AFL-CIO, such employees shall notify the Employer and shall report for work within such ten (10) working day period; failure to do so shall result in termination of employment.

**Section 5.** Any employee covered by this agreement who is selected as a delegate to any convention of the Newspaper Guild or the AFL-CIO, shall be given leave of absence without pay upon written application therefor not exceeding three (3) weeks during any contract year, but not more than one (1) such employee shall be absent at any one time for such purpose.

## **ARTICLE XVI MILITARY SERVICE**

**Section 1.** Any employee who is required to enter the armed forces of the United States or who leaves during a war emergency to enter the armed forces of the United States, the Red Cross or the Merchant Marine shall be considered an employee on leave of absence, and on release from such service shall resume his/her position or a comparable one with a salary no less than what he/she would have received if his/her service with the Employer had been continuous.

Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations and all other benefits under this contract that depend in whole or in part upon length of continuous service with the Employer.

**Section 2.** Any employee who is drafted into any other kind of service, upon release from such service, resumes his/her position or a comparable one.

Time spent in such service shall not be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or part upon the length of continuous service with the Employer; however, severance pay and all other length of service benefits earned prior to entering such service will be credited to the employee when he/she returns.

**Section 3.** If an employee, upon return from such service, is found to be physically incapacitated to the extent that he/she is unable to resume former employment, the Employer shall make all efforts to place him/her in other acceptable employment. If such employment is not found, the employee shall receive severance pay.

**Section 4.** Application for resumption of employment must be made within ninety (90) days after termination of such service as described in Section 1, plus travel time from separation center to place of employment. Application for resumption of employment must be made within thirty (30) days after termination of such service as described in Section 2.

**Section 5.** If an employee dies while serving in the armed forces of the United States on a leave of absence, the life insurance provided at the expense of the Employer shall be paid to the beneficiary or estate.

**Section 6.** An employee hired as replacement of an employee entering such service shall be given a written notice to that effect at the time of such employment, and a copy of such notice shall be sent to the Guild.

**Section 7.** The provisions of this military clause do not apply to replacement employees hired by reason of leaves of absence granted to regular employees for such military or war service as herein before mentioned, but those replacement employees shall otherwise be covered by all provisions of this contract. Discharge of replacement employees upon return of employees they replaced shall be a just and sufficient cause for discharge.

**Section 8.** Employees required to attend annual training or required duty with the National Guard, Army, Navy, Air Force, Marines or Coast Guard Reserve will be paid according to the employee handbook and on the same basis as employees not covered by a collective bargaining agreement.

## **ARTICLE XVII MISCELLANEOUS**

**Section 1.** Bulletin Boards. The Employer agrees to provide space on bulletin boards suitably placed in The Star editorial department and the building services department (including the PPC) for the use of the Guild.



**Section 2. Freedom of Employment.** The Employer agrees not to have or enter into any agreement with any other publisher binding such other publisher not to offer or give employment to employees of the Employer.

**Section 3. Bylines:** An employee's byline shall not be used over his/her protest. Such protest will be in writing to his/her manager and shall be for individual professional reasons only. Once removed, the byline may only be reinstated with the permission of management. Management's discretion to reinstate or deny reinstatement of the byline shall apply only to the story or stories for which the employee specifically seeks removal of his/her byline.

**Section 4. Jury Duty.** An employee who is required to serve on a jury, or who is legally subpoenaed as a witness in a court of law, on a day when he/she normally would be scheduled to report for work on any shift, shall receive his/her regular straight time day's pay. The employee shall furnish the Employer with a statement of such jury service from the clerk of the court and shall work any time he/she is able and scheduled to work during the period of jury service. Employees on night side shift who perform jury duty or who are subpoenaed as a witness shall have their work shift reduced by the time spent in that service.

**Section 5. Postings.** The Employer agrees to post, both in writing and electronically, jobs it plans to fill for newly created or existing positions that are vacant in the bargaining unit. This does not apply to reassignments of employees nor shall it apply to interim assignments or temporary assignments of specific duration not to exceed ninety (90) days. At its discretion, the Company will continue its practice of posting with a preferred candidate. Postings shall remain in place until the position is filled or the opening is rescinded.

**Section 6. Funeral Leave.** Employees will receive time off with pay as follows for the death of:

Current spouse.....	five (5) days
Legal child or stepchild.....	four (4) days
Parent, step-parent, or parent-in-law.....	three (3) days
Sibling.....	three (3) days
Grandparent or grandchild.....	two (2) days
Brother-in-law or sister-in-law.....	two (2) days
Stepsibling.....	one (1) day

Employees desiring funeral leave for deaths not covered by this section may use up to two (2) days of accrued and unused personal leave, vacation days and/or unpaid leave. If additional days are needed, those days may be taken as personal leave days, vacation days or unpaid time off subject to approval of management, which approval shall not be unreasonably withheld.

**Section 7. No Strike/No Lockout.** The parties recognize that the uninterrupted publication of *The Indianapolis Star* is of public importance. Accordingly, the Guild agrees that, during the term of this Agreement, employees will not engage in any strike, work stoppage, slowdown, sympathy strike, picketing, boycott (including but not limited to interference with advertising and circulation sales) or any other form of interference with continuous and peaceful operations. The Employer agrees that, during the term of this Agreement, it will not lock out any employee covered by this Agreement.

This section does not prevent the Guild from informational picketing or any other activity that is not intended to disrupt or interrupt production, distribution, revenue or circulation of the newspaper.

**Section 8. EEOC Language.** The Employer and the Guild recognize that there are laws prohibiting discrimination by the Employer against an employee or applicant. Nothing in this agreement shall be interpreted to be inconsistent with these laws. All provisions of this agreement shall be applicable and consistent with the Americans with Disabilities Act of 1990 and the Family and Medical Leave Act of 1992.

**Section 9. Dues Checkoff.** The Employer agrees to deduct each pay period, from the paychecks of employees who are members of the Guild, all dues, provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer. Such written authorization shall conform to and be in accordance with all applicable federal and state laws. An employee may also submit written authorization to stop such dues payments, or at the employee's discretion, provide copies of said written authorization simultaneously to the Guild and the Employer.

**Section 10 . Paraprofessionals.** Paraprofessionals covers calendar clerk, production liaisons and similar positions. Paraprofessionals may write stories of an uncomplicated nature.

**Section 11. Designation of Payday.** The Employer may change its designated payday, provided it notifies the Guild in writing at least sixty (60) days before the effective date of such change.

Payment shall be made by United States currency, check or direct deposit.

**Section 12.** Employees covered by this contract will not be required to provide content to an advertising product. In the event that a news item is repurposed for advertising or marketing purposes, the Company will notify the Guild employee who produced the material to allow him or her to exercise his/her byline rights under the provisions of Article XVII, Section 3.

## ARTICLE XVIII APPLICATION

**Section 1.** This agreement is effective August 25, 2014 through August 24, 2016.

**Section 2.** At any time within sixty (60) days before the termination of this agreement, the Employer or the Guild may initiate negotiations for a new agreement to take effect at the expiration of the present agreement. The terms and conditions of this agreement shall remain in effect during such negotiations.

## ARTICLE XIX MANAGEMENT RIGHTS

**Section 1.** Except as specifically relinquished, abridged or limited by specific provisions of this Agreement, it is agreed that the Employer has retained the usual management rights in that the right to manage the Company and direct the working force is vested exclusively in the Company, which rights shall include but shall not be limited to the exclusive right to plan, direct and control the operations, and to change methods, processes, equipment or facilities; the right to hire, promote, demote, transfer, suspend, discharge or otherwise discipline; the right to prescribe reasonable work rules to maintain efficiency and discipline; the right to transfer or lay off because of lack of work; and the right to determine how, when, where and by whom work is to be performed. This includes, but is not limited to, assigning employees on a non-exclusive basis to news and information projects of any type or nature, including, but not limited to, those involving television, radio, CD-ROM and online media, custom publications, etc. The Employer reserves the right to conduct motor vehicle record checks for employees who will be required to use either their personal vehicles or those of the Employer in performing job duties.

**Section 2.** The Guild recognizes the right of the Employer to promulgate and enforce a policy concerning journalistic ethics and conflicts of interest, which policy shall be reasonably related to the goal of protecting and enhancing the credibility of *The Indianapolis Star*. Such policy shall not conflict with the parties' collective bargaining agreement.

**Section 3.** The parties recognize that a change in the newspaper publishing paradigm is part of the industry's future. Full flexibility so as to permit use and reuse of the work performed by bargaining unit employees and employees not in the bargaining unit on a multitude of platforms is critical to meeting the Publisher's needs. It is understood that the Publisher shall enjoy flexibility in assigning employees to traditional and non-traditional tasks. Non-traditional tasks will be reflective of the journalism and information-gathering fields and, in the Publisher's judgment, appropriate with an employee's skill sets, education and potential. The Publisher will be cognizant of and sensitive to its policy relating to ethics and conflicts of interest.

**Section 4.** The Company shall have the right to subcontract any and all design and wire copy editing work including, without limitation, such work currently being performed within the Company's Design Center. Any Design Center employee involuntarily laid off as a result of such subcontracting shall receive a retention bonus of (4) weeks of salary continuation and the option to continue health insurance coverage in effect as of the time employment ends concurrent with the four (4) weeks of salary if those employees selected for layoff remain employed with the Company through the date of shutdown for the Design Center. The retention bonus shall be in addition to any severance such employees shall receive in accordance with the contract.

The Company will provide notice of at least ninety (90) days to any employee whose position is eliminated as a result of the subcontracting set forth above.

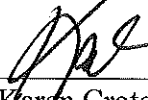
## **ARTICLE XX BENEFITS**

In addition to those benefits specifically provided for elsewhere in this Agreement, employees shall be eligible to participate in the following benefits on exactly the same basis and to the same extent as employees not covered by a collective bargaining agreement:

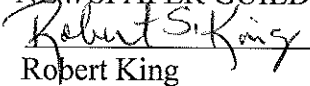
- Pension
- 401(K)
- Retiree Medical
- Flexible Spending Account
- Employee Stock Purchase
- Adoption Assistance
- Employee Mortgage Program
- Tuition Reimbursement
- NIFS Health Club
- Gannett Scholarships

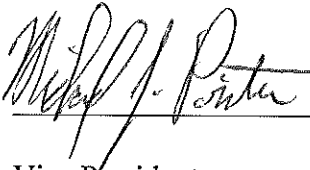
These benefits may be supplemented, enhanced, reduced or eliminated, the specific benefits, terms and conditions of these plans may be modified, and the costs, if any associated with participation in these benefits, may be increased or decreased, it being understood that any such changes shall be on the same basis and to the same extent as applicable to employees not covered by a collective bargaining agreement. Either party may propose changes to this benefit in negotiations for a successor collective bargaining agreement, but it is understood that this "same basis" practice will continue during negotiations as the status quo until such time as a change has been made through negotiations. If the Employer announces the elimination of the pension or 401(K) plan, the Employer will bargain with the Guild over the effects of the elimination.

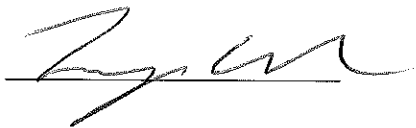
FOR  
INDIANAPOLIS NEWSPAPERS, INC.


  
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Karen Crotchfelt  
Publisher and President


FOR  
INDIANAPOLIS  
NEWSPAPER GUILD

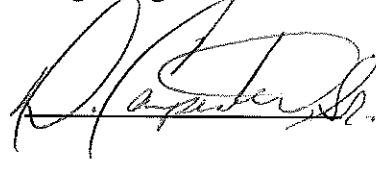
  
\_\_\_\_\_  
Robert King  
President

  
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Vice President

  
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Vice President

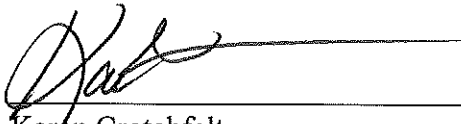
  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

**Side Letter of Agreement #1 August 25, 2014**

During the 2014 contract negotiations, the Guild expressed interest in replacing Gannett health and welfare benefits with non-Gannett benefits. The parties agree that within 45-days of ratification of the 2014-2016 collective bargaining agreement, the parties will meet and negotiate at mutually convenient times and location over future benefits. If the parties are unable to reach an agreement within the 45-day period, the Guild will continue to receive Gannett benefits as amended and under terms stated in the contract. The parties agree that the Company shall be under no obligation to accept the Guild proposals on benefits. Moreover, the parties further agree that this negotiation should be not be construed as a "reopener" and the Guild will have no rights to strike and Company no right to lockout.



Karen Crotchfelt  
President & Publisher

8-9-14


Date

**Side Letter of Agreement #2 Oct. 5, 2005**


The parties agree the previous "sick bank" will be transitioned as follows:

- Those with a sick bank left will retain the days they have accumulated.
- It will be calculated and frozen as of 12-31-01. After that, no new days will be added to the sick bank.
- Employees will receive 10 sick days each Jan. 1 for their use throughout the calendar year. Unused sick days at the end of each year are lost.
- If an employee has a sick bank, then the employee's sick bank is depleted on a day-for-day basis for short-term disability and long-term disability situations.
- Employees also will deplete the sick bank on the fourth and fifth days of illness over three (3) days.

FOR  
INDIANAPOLIS NEWSPAPERS INC.

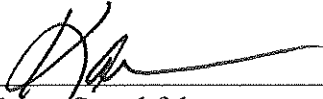
  
Karen Crochfelt  
President and Publisher

FOR  
INDIANAPOLIS  
NEWSPAPER GUILD

  
Robert King  
President

**Side Letter #3**  
**August 25, 2014**

During the 2014 contract negotiations, the Company informed the Guild that it has rescinded its policy of seeking reimbursement of unearned vacation time taken by employees who are laid off.



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Karen Crotchfelt  
President & Publisher


9-4-14

Date



**Side Letter #4**  
**August 25, 2014**

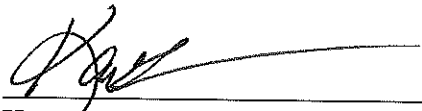
The Company informed the Guild of its intent to layoff building services employees currently working at the downtown offices of the Indy Star due to moving to another downtown location on or before September 29, 2014. The Company, however, anticipates needing the services of the current downtown building services employees beyond September 29 for clean-up and closing of the old building. As such, the Company agrees to provide an additional 4-weeks' severance to the five building services employees affected by this layoff.

  
\_\_\_\_\_  
Karen Crotchfelt  
President & Publisher

9-4-14  
Date

**Side Letter #5**  
**August 25, 2014**

During the 2014 contract negotiations, the Company informed the Guild that it is not the intent of 2014 Newsroom Reinvention to implement wage cuts. To the contrary, the Company anticipates that any current Guild represented employee that is accepted into a new Guild represented position will not experience a wage cut.



Karen Crotchfelt  
President & Publisher

9-7-14

Date

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