

**Agreement**

**Between**

**Chicago Sun-Times Media, Inc.**

**- and -**

**Chicago News Guild**

**May 18, 2023 through**

**May 17, 2026**

THIS AGREEMENT is made this 18<sup>th</sup> day of May, 2023 between CHICAGO SUN-TIMES MEDIA, INC., and the CHICAGO NEWS GUILD, a local (#34071) chartered by THE NEWS GUILD, a sector of the Communications Workers of America, (AFL-CIO, CLC), for itself and on behalf of the Employees covered by this Agreement and provides as follows:

## ARTICLE I

### Definitions

Whenever used herein, the following words and phrases shall have the meanings stated below unless a different meaning is plainly required by the context:

**Section 1.** “Employer” means CHICAGO SUN-TIMES MEDIA, INC. (or “CSTM”), which is engaged in the publication of the news property known as the *Chicago Sun-Times*.

**Section 2.** “Guild” or “Union” means CHICAGO NEWS GUILD, a local (#34071) chartered by The News Guild, a sector of the Communications Workers of America.

**Section 3.** “Employee” or “Employees” means an individual or individuals, as the case may be, covered by the terms of this Agreement, employed by the Employer.

## ARTICLE II

### Scope of Agreement

**Section 1.** This Agreement covers (a) all Employees of the Employer in the editorial department, regularly employed, except Editor-in-Chief; Managing Editor; Chief Digital Strategist; Deputy Managing Editor Sports and Production; Deputy Managing Editor News; STNG Wire Editor; Deputy Managing Editor for Diversity, Planning and Training; Director of Audience Engagement; Director of Metro News; Deputy Metro Editor; Deputy Metro Editor for Investigations; Deputy Sports Editor; News and Design Editor; Director of Digital Operations; Political Editor; Director of Product Engineering; Assistant to the Editor, Editorial Page Editor; Editorial Writers<sup>1</sup>; Editorial Page Cartoonists; one (1) Assistant Metro Editor<sup>2</sup> and Chief of Washington Bureau.

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<sup>1</sup> Identified as Editorial Writers who regularly participate in editorial conferences where editorial policy is determined, provided that any of those excepted in this clause may, at their option, elect to receive any benefits that may accrue under Article XI Vacations.

<sup>2</sup> Upon the hire of a third Assistant Metro Editor, the third Assistant Metro Editor will be exempt and so will the subsequent hire of any odd-numbered Assistant Metro Editors. Any subsequent even-numbered Assistant Metro Editors hired after a third Assistant Metro Editor will be in the Guild.

**(b)** Transient or occasional Employees working in connection with entertainment, contests, or similar enterprises or collecting or tabulating election returns, whether the Employee while engaged in such work is on a full-time or part-time basis.

**Section 2. (a)** A part-time Employee is one who is hired to work regularly less than 30 hours per week. Part-time Employees shall be paid an hourly rate of pay determined by dividing the weekly minimum salary for their classification by 40 hours. Part-time Employees working less than 20 hours per week shall not be included for Sick Leave and Life Insurance. They shall be eligible for holiday pay if they would otherwise have been regularly scheduled to work on such holiday. Part-time Employees working 20 hours or more per week shall receive these benefits on a pro rata basis. Other benefits shall be on a pro rata basis.

**(b)** Temporary Employees shall not be employed to permanently eliminate or displace part-time or full-time Employees. Temporary Employees may be hired to cover vacancies created by illness, temporary assignments given to regular full-time or part-time Employees, job trials being undertaken by regular full-time or part-time Employees or to fill in for a regular full-time or part-time Employee who is on a leave of absence granted for any reason for the term of such leave. Temporary Employees employed for more than sixty (60) days, shall be required to become members of the Guild on the sixty-first (61<sup>st</sup>) day following the commencement of their employment. The termination of such temporary Employees shall not be subject to the grievance and arbitration procedure. During the term of temporary employment, temporary Employees shall receive all the benefits of this Agreement except sick leave and severance pay.

Temporary Employees retained for work beyond the time period of the vacancy they were hired to cover, or transient or occasional Employees retained for more than sixty (60) days, either shall become regular part or full-time Employees and shall be covered by all the terms and conditions of this Agreement or shall be terminated forthwith by the Employer on notice from the Guild that the time period for covering the vacancy has been exceeded, unless the Employer and the Guild have agreed to extend the temporary employment period. Benefits shall begin accruing as of the date of hire into a regular position.

**(c)** Nothing in this Section, however, shall affect the right of the Employer to employ temporary Employees or transient or occasional Employees as specified in Sections 1 and 2 of this Article. When layoffs occur in any given classification, transient or occasional Employees and temporary and part-time Employees in that classification, if any, shall be laid off before any regular full-time Employee in that classification is laid off.

(d) In addition to current practices in effect relative to part-time work available to Employees returning from parental leave, part-time opportunities may be made available at the Employer's discretion, upon request of the Employee. Such opportunities shall be for no more than six (6) months in duration, and may not be renewed. During the period of such part-time employment, such Employees shall receive all the benefits of this Agreement on a pro-rata basis.

**Section 3.** The jurisdiction of the Guild is as follows, subject to the terms of this Agreement:

(a) The kind of work either normally or presently performed within the unit covered by this Agreement, when such work involves full-time, extensive coverage of a local topic.

(b) New or additional work assigned to be performed within said unit by the Employer, when such work involves full-time, extensive coverage of a local topic.

(c) The parties acknowledge that Guild-covered Employees do not normally report on national and international news and politics, national and international business, national and international sports, and national and international features. Consequently, the Employer has the right to continue to use any service or person outside of the Guild bargaining unit to cover the aforementioned area set forth in this paragraph.

(d) Subject only to subsections (a) through (c), which reflect the current practice, the Employer may otherwise continue to: (i) use any and all content and services from any service or person outside of the Guild bargaining unit; and (ii) assign or reassign work either to or from Guild Employees and any service or person outside of the Guild bargaining unit.

For purposes of this section, services or persons outside of the Guild bargaining unit include, but are not limited to, exempt Employees and third parties, such as independent contractors, syndicates, wire services, correspondents, stringers, freelancers, and affiliated newspapers, properties and platforms.

(e) No Employee will be laid off as a direct result of Employer's use of content or services pursuant to subsection (d) of this Article.

(f) However, the Employer will have the right to use unlimited content produced by WBEZ employees in the Sun-Times. In accordance with Article VI, the parties agree the Guild will not arbitrate the use of WBEZ content in the Chicago Sun-Times.

**Section 4.** The Employer will consider in good faith any job sharing arrangement proposed by Employees.

All requests for setting up a job sharing arrangement will be made to the Editor for their consideration and approval. The terms of such job sharing arrangement must be acceptable to the Employees involved, the Guild, and the Employer. The resolution of any and all problems or differences which may arise between the Employees in the job sharing arrangement must be acceptable to the Employer, the Guild, and the Employees involved.

In any such job sharing arrangement, the total salary and benefits shall not exceed 100% of the average of the salary and benefits of the two (2) Employees. Salary and all benefits shall be on a strictly pro-rata basis, notwithstanding any other provision of this Agreement. For purposes of vacation selection, and the job security provisions of this Agreement, seniority shall be maintained and accrued during the period of a job sharing arrangement as if the participants continued in full-time employment.

A specific job-sharing arrangement may be terminated by the Employer for business reasons after six (6) months upon thirty (30) days' written notice to the job sharing participants. An Employee in a job sharing arrangement may terminate the arrangement upon thirty (30) days' written notice to the job sharing partner and the Employer. Upon such termination, the Employer has the option of:

- a) allowing the remaining job sharing partner to continue working their part-time schedule,
- b) considering any alternate job sharing partner suggested by the Employee,
- c) hiring a temporary Employee to work any of the remaining hours in the job share, or
- d) returning the remaining partner to their former status.

### **ARTICLE III**

#### **Guild Shop**

**Section 1.** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to remain members in good standing in the Union for the duration of this Agreement.

Employees covered by this Agreement, and all Employees who are hired hereafter who are not members of the Union at the time this Agreement becomes effective, shall be required as a condition of continued employment to become members of the Union on the thirty-first (31<sup>st</sup>) day following the commencement of their

employment or the date of execution of this Agreement, whichever is later, and remain members in good standing.

**Section 2.** The Guild agrees to make membership in the Guild available to every Employee on the same terms and conditions generally applicable to other members of the Guild.

**ARTICLE IV**

**Checkoff**

Upon the Employee’s voluntary written assignment, the Employer shall deduct from the salary account of such Employee and pay to the treasurer of the Guild not later than the 15<sup>th</sup> day of the month following the month in which the deductions are made, all regularly recurring membership dues levied for the previous month accompanied by a list of names of the Employees from whose salaries such deductions were made and the amount withheld from each. Such membership dues shall be deducted from the Employee’s salary in accordance with a schedule certified by the treasurer of the Guild. An Employee’s voluntary written assignment shall remain effective in accordance with the terms of such assignment. A sample of the form of the assignment is included as an appendix to this Agreement and is hereby made a part thereof.

**ARTICLE V**

**Minimum Salaries**

**Section 1.** The following minimum weekly salaries shall be in effect during the period of this Agreement.

Employer reserves the right to pay employees, including new hires, at a rate that is above the applicable minimum salary. Employees will be paid bi-weekly.

Group 1. Assistant metro editors, columnists and critics, entertainment editors, digital sports editor, high school sports editor, page one design editor: \$1,484.89 (annual base salary - \$77,214.35)

Group 2. Copy editors, writers of major sports, design editors, assistant audience engagement editor, photo desk editor, labor-business reporter, and reporters used interchangeably as assistant metro editors:

<u>Group minimum</u>	<u>Performance minimum</u>
\$1,191.42 (annual base salary - \$61,953.84)	\$1,387.56 (annual base salary - \$72,153.12)

Group 3.: Reporters, visual journalists:

<u>Group minimum</u>	<u>Performance minimum</u>
\$1,153.85 (annual base salary - \$60,000)	\$1,341.97 (annual base salary - \$69,782.44)

Group 4. Audience engagement specialists, digital analysts:

	<u>Group minimum</u>	<u>Performance minimum</u>
<u>Effective upon execution</u>	\$920.47 (annual base salary - \$47,864.44)	\$1,064.99 (annual base salary - \$55,379.41)
<u>First anniversary date</u>	\$948.09 (annual base salary - \$49,300.37)	\$1,092.60 (annual base salary - \$56,815.34)
<u>Second anniversary date</u>	\$971.79 (annual base salary - \$50,532.88)	\$1,116.31 (annual base salary - \$58,047.85)

Group 5. CST Wire reporters, Editorial Board assistants:

	<u>Group minimum</u>	<u>Performance minimum</u>
<u>Effective upon ratification</u>	\$829.57 (annual base salary - \$43,137.20)	\$906.05 (annual base salary - \$47,114.57)
<u>First anniversary date</u>	\$854.45 (annual base salary - \$44,431.32)	\$930.94 (annual base salary - \$48,408.69)
<u>Second anniversary date</u>	\$875.81 (annual base salary - \$45,542.10)	\$952.30 (annual base salary - \$49,519.47)

Group 6. Editorial assistants:

	<u>Group minimum</u>	<u>Performance minimum</u>
<u>Effective upon ratification</u>	\$768.82 (annual base salary - \$39,978.38)	\$844.38 (annual base salary - \$43,907.76)

<u>First anniversary date</u>	\$791.88 (annual base salary - \$41,177.73)	\$867.44 (annual base salary - \$45,107.11)
<u>Second anniversary date</u>	<u>\$811.68 (annual base salary - \$42,207.17)</u>	<u>\$887.24 (annual base salary - \$46,136.55)</u>

The minimum base salaries listed above for Employees in Groups 4, 5 and 6 increase by the amount of the general wage increases set forth in Article V, Section 2, on the same effective date as the general base salary increases each year.

**Section 2.** The wage increases set forth in this Section 2 shall apply to each Employee’s then-current base salary or hourly rate.

All Employees in Groups 4, 5 and 6 whose base salary was below the increased minimum for their Group will receive one annual wage increase that is the greater of the increase to the minimum, or the guaranteed base salary increase in Article V, Section 2. If the increase to the applicable minimum and the Article V, Section 2 increase are the same for an employee, the employee will receive only one base salary increase.

Effective-upon ratification, Employees shall receive a base wage increase of 4.0%.

Effective-on the first anniversary of the effective date of this Agreement, Employees shall receive a base wage increase of 3.0%.

Effective on the second anniversary of the effective date of this Agreement, Employees shall receive a base wage increase of 2.5%.

CSTM will provide a one-time ratification incentive bonus of \$1,000 (less all applicable withholdings and deductions) to each bargaining unit member actively employed as of the ratification date in the first administratively feasible payroll after the effective date of this Agreement.

**Section 3.** Performance Minimum Requests. Employees may request a base salary increase to the performance minimum in their Group based on an assessment of the Employee’s skills and accomplishments as set forth in Appendix B.

Requests may be made once per calendar year, 30 days prior to the anniversary of the effective date of this Agreement, to the Employee’s manager. The Employee’s manager and the Managing Editor will consider the



request and provide a written response within fourteen (14) days. To the extent that a request is denied, the Employee will be provided with the reason for the denial, including any areas of further skill development and/or achievement that is needed to support any future requests.

Non-arbitration-eligible Employees:

- For Employees in Groups 2, 3 and 4 with fewer than five (5) years of experience and Employees in Groups 5 and 6 with fewer than four (4) years of experience, the manager, Managing Editor or Executive Editor may grant an increase of less than what was requested.
- These Employees may appeal the decision to the Executive Editor within fourteen (14) days after which the Employee is notified of the decision. The Executive Editor will issue a final determination within fourteen (14) days of an appeal. However, such Employees are not eligible for arbitration if their request is denied.

Arbitration-eligible Employees:

- For Employees in Groups 2, 3 and 4 with at least five (5) years of experience and Employees in Groups 5 and 6 with at least four (4) years of experience, the Employer will initially consider whether such Employee will be granted an increase to the performance minimum in their Group or receive no increase at all.
- An Employee may appeal a denial to the Executive Editor within fourteen (14) days after which the Employee is notified of the decision. The Executive Editor will issue a determination within fourteen (14) days of an appeal.
- If the Guild does not agree with the Executive Editor's determination, the Guild may request a meeting between a Guild representative and the Executive Editor within fourteen (14) days of issuance of the Executive Editor's decision to discuss the decision. During this meeting, the parties are encouraged to have off-the-record settlement discussions to explore the possibility of an increase lower than the performance minimum in the Employee's Group.
- If after such meeting the Guild believes that the Executive Editor's decision is not reasonable, it may submit to arbitration only the question of whether the Executive Editor's initial decision with respect to a request for a base salary increase to the performance minimum under this Article V, Section 3 was reasonable. The arbitrator shall not have the authority to decide any other questions with respect to the decision. Any such

demand for arbitration must be made within seven (7) days after the Guild's meeting with the Executive Editor and will be governed by the following provisions of Article XIII:

- Matters subject to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) for a panel from the National Academy of Arbitrators. The costs of such arbitration shall be borne equally by the parties, except neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Nothing in this Section precludes the Employer from providing any Employees a salary increase less than, equal to or greater than the performance minimum in the Employee's Group.

**Section 4.** CSTM has no obligation to pay additional increases after expiration of this Agreement, as part of the status quo, prior to the execution of any successor contract.

**Section 5.** No Employee shall have their salary reduced during the life of this Agreement, except in case of a layoff or transfer to another classification as provided for in this Agreement at their own request.

**Section 6.** Except when working as a sickness replacement for a specific Employee, each Employee who during any working week, devotes more than five (5) hours to work which, if he/she were doing it regularly would classify the Employee in a higher bracket, shall receive pay for all time worked falling under such higher bracket equal to the minimum for said higher bracket.

**Section 7.** Unless already paid at or above Group 1 pay, any Employee, except an officially designated assistant department head, performing work as a copy desk slot person, or who is required to substitute for an exempt supervisor for more than five (5) hours during any working week, shall receive the greater of Group 1 pay or \$20 per shift for all time so worked.

**Section 8.** "Night shifts" shall mean only regular shifts requiring work between 7 p.m. and 6 a.m. of the succeeding day. All other shifts shall be regarded as "day shifts."

For regular "night shifts," the compensation shall be ten percent (10%) higher than the salary paid the Employee on "day shifts." Any Employee regularly working on a "day shift" who is transferred to a "night shift" shall receive ten percent (10%) additional compensation. Any Employee transferred to a "day shift" shall not receive the additional ten percent (10%) compensation while working days.

**Section 9. (a)** The Employer shall supply the Guild office on request with a list containing the following information for all Employees on the payroll: Name, address, telephone number, sex, minority group, date of birth, date of hiring, classification, and wage rate.

**(b)** The Employer shall notify the Guild office and the Sun-Times Unit Chair immediately in writing of: Resignations, dismissals, leaves of absence, retirements, deaths and any other revisions in the data listed in Section 7 (a) and effective dates. To the extent it has such information, and as practicable and consistent with applicable law, the Employer shall inform the Guild of the reason for the resignation, dismissal, or leave of absence.

**(c)** Within one (1) week after hiring of a new Employee, in addition to providing the Guild office and the Sun-Times Unit Chair in writing with the data specified in Section 7 (a) for each new Employee, to the extent provided by the Employee, the Employer will provide the Employee's e-mail address, cell phone number, department, job title, and full-time or part-time status.

**(d)** The Employer will provide the Guild on a quarterly basis the names of any Employees whose job classifications and/or titles have been changed, the date that the change occurred and the title of the new job classification and/or title.

**Section 10. (a)** All rights to material produced by an Employee for publication in the *Chicago Sun-Times* rest with the Employer.

**(b)** However, any Employee whose work is sold after publication in the *Chicago Sun-Times* shall be given additional compensation therefore as the Employee and the Employer may agree, but amounting to no less than 50 percent of the proceeds. This paragraph does not apply to such material distributed to an affiliate of the Employer, including Chicago Public Media, as a public service or as part of a wire service or computer or other electronic database.

Any Employee who is a by-line contributor to the Sun-Times Features, a division of Chicago Sun-Times Features, Inc. shall receive compensation, payable annually, of \$5 for each week in which he/she has contributed up to three (3) stories or parts of a series; \$10 shall be paid for each week in which he/she has contributed four (4) or more stories or parts of a series. The Guild shall receive annually a list of all contributors covered by this Agreement.

In the event of any change affecting the herein previously referred to “Sun-Times Features, a division of Chicago Sun-Times Features, Inc.” there shall be no alteration in the present system for determining eligibility for compensation.

(c) No Employee’s byline shall be used on work produced for the *Chicago Sun-Times* or an affiliate of the *Chicago Sun-Times*, including Chicago Public Media, and destined for other without the Employee’s approval.

**Section 11.** Nothing in this Agreement shall prevent Employees from bargaining individually for wage increases in excess of the minimum established herein.

**Section 12.** The Employer shall provide for direct electronic deposit of Employee paychecks, upon request of the Employee.

## ARTICLE VI

### Work Assignments

Notwithstanding anything to the contrary in Article II or any other provision of this Agreement:

a. Bargaining Unit Employees.

i. Employer may assign Employees to perform the duties of another job classification within the bargaining unit, consistent with this Agreement.

ii. Employer may assign work to Employees that is normally assigned to non-unit Sun-Times employees where the Employee is qualified to perform the work and as an adjunct to the Employee’s core bargaining unit duties.

iii. Employer may assign Employees to work on television, print, web, social, multimedia or other platforms that it owns or operates or that Employer participates in as a collaboration, partnership or other affiliation. Employer may also assign Employees to promote work presented on an Employer platform or on a platform owned by another employer. Other than with respect to Chicago Public Media, (A) Employer will notify the Union and, upon request, meet and confer with the Union on any new partnerships, collaborations or affiliations with other employers that materially affect the working conditions of Employees, and (B) Employees will continue to report to a Sun-Times supervisor while working on any new partnerships, collaborations or affiliations.

iv. Work assignments consistent with the provisions of this subsection (a) are not subject to arbitration under this Agreement; however, the Guild may arbitrate any alleged violations of this subsection that do not involve the Employer's exercise of agreed-upon discretion.

b. Chicago Public Media Employees.

i. In connection with collaborations, partnerships or other affiliations between Employer and Chicago Public Media ("CPM"), Employees covered by this Agreement may perform work on any CPM properties and platforms and CPM employees may perform work on any CSTM newspapers, properties and platforms.

ii. In addition, CPM has the right to use content created and/or produced by CSTM employees on any CPM properties and platforms and CSTM has the right to use content created and/or produced by CPM employees on any CSTM newspapers, properties and platforms.

iii. No regular Employee will be laid off as a direct result of (i) and (ii) above.

iv. CSTM employees' work on CPM properties and platforms, CPM employees' work on CSTM newspapers, properties and platforms and use of content consistent with the provisions of this subsection (b) are not subject to arbitration under this Agreement. This provision does not preclude arbitration of a grievance claiming a violation of (iii) above.

## ARTICLE VII

### Opportunity for Advancement

**Section 1.** Wherever practicable, Employees will be given an opportunity to "try out" for interdepartmental vacancies and higher classifications. In accordance with the above, Employees shall be given an opportunity to apply and present credentials for consideration by the Employer. Employees on tryouts may request opportunities to discuss evaluation of their progress at least once a month.

**Section 2.** Except for the job classification of columnists and critics, tryout periods shall not exceed four (4) months nor be less than (5) working days. The tryout period for columnists and critics shall not exceed six (6) months nor be less than five (5) working days.

**Section 3.** During the tryout period, the Employee shall receive additional compensation which, when added to regular salary, is equal to the minimum in the classification for which the Employee is trying out. If this salary is already above such minimum, there will be no adjustment in compensation during the tryout period.

**Section 4.** If the tryout is not successful and the Employee is returned to the classification from which advanced, the Employee shall then receive the salary to which the Employee would be entitled if never advanced. The period of service in the higher classification shall be counted for all purposes as service in the classification to which returned.

**Section 5.** Up to six (6) persons may be temporarily promoted or temporarily hired on the editorial staff as interns during the course of each calendar year for periods not to exceed three (3) months per person per year. Interns as described in this section are college graduates who have not been employed by other newspapers in positions in Group 3 or higher or college students having an interest in journalism. Interns shall not be used as vacation replacements for anyone in Group 3 classifications or higher without appropriate compensation. Interns can be used as vacation replacements in classifications lower than Group 3, and they may be assigned temporarily as copy clerks and clerks as part of their intern program.

a) Interns shall be paid at the rate of an Editorial assistant.

b) Time spent as an intern in the year in which the intern is hired as a regular part-time or full-time Employee shall be deducted from the probationary period set forth in Article XVII, Section 8; provided, however, that there shall be a minimum probationary period of thirty (30) days notwithstanding the foregoing provision for any new Employee hired after the effective date of this Agreement.

c) The Employer shall notify the Guild in writing of: name of intern, address, age, date of temporary promotion or hiring and date of conclusion of each internship period.

d) In the event these provisions would make an internship unavailable to a college student because of the proximity or length of a quarter or semester break, the Employer and the Guild will meet to attempt to work out appropriate non-precedential exceptions to the restrictions above.

e) Interns are not covered by the terms of this Agreement other than as provided in this Section 5.

**Section 6.** The Employer shall set up training programs for members of minority groups to provide equal opportunity for jobs and for job advancement. The Employer shall give first consideration to students of the Chicago Public School System in filling summer clerk positions. Summer clerks shall be paid at the Group 96 rate during their period of summer employment.

a) Regular full or part-time Employees who are members of minority groups may be temporarily promoted for on-the-job training periods to provide opportunities for job advancement.

b) Up to three (3) persons who are members of minority groups may be hired in each calendar year for the purpose of on-the-job training to provide opportunities for full-time or part-time jobs in the editorial department. The purpose of this training program is to provide employment opportunities in Group 4 positions and higher to minorities who would not otherwise qualify by their background and experience for employment or internship in the editorial department.

c) The on-the-job training period shall not exceed six (6) months, but may be extended to a second and final six-month period. Employees promoted to a higher position under this section shall receive the rate of the higher position. In all other respects such trainees shall be governed by the same terms and conditions of employment as interns described in Section 6 of this Article.

d) An exempt editorial Employee shall be designated as coordinator to develop the training program described in this section within six (6) months. The coordinator shall also administer and direct the training program.

**Section 7.** Employees desiring to enroll in educational courses or programs which are job related and provide training which will improve their job skills and competency in their present jobs may request the Employer to pay up to three-fourths of the cost of such courses or programs up to a maximum of \$1,000 annually provided a grade of "C" or better is obtained in the course or program. The decision as to whether the Employer shall pay any part of the cost of such courses or programs shall be at the sole discretion of the Employer and shall not be subject to review through the grievance procedure.

## **ARTICLE VIII Hours**

**Section 1.** The work week shall consist of 40 hours with shifts designated by the Employer taking into account any required meal periods.

**Section 2.** The working week shall be five (5) shifts in any seven (7) consecutive days.

**Section 3.** The work week of the following Employees shall be 40 hours within any 5 of 7 consecutive days: Prep sports writers and one (1) Big Ten sports writer.

**Section 4.** The Employer shall cause a schedule to be posted of the starting time and days off of each editorial staff member (with the above-mentioned exceptions) and will give ten (10) days' notice of change except in cases of emergency. Schedules shall assign no more than eight (8) consecutive shifts to an Employee, except by mutual agreement between the Employee and their supervisor. Days off shall be consecutive wherever possible. There may be an exception to the ten (10) day notice requirement for changes in work schedules when

the events assigned to Group 1 Critics in the Features Department are rescheduled unexpectedly, and the ten (10) day notice would make it impossible for the Critic assigned to cover the event. In no event, however, shall the notice of a change in work schedules be less than seven (7) days, except in emergencies.

**Section 5.** There shall be at least twelve (12) hours between shifts.

**Section 6.** Whenever practicable full-time Employees may be afforded the opportunity of working a four (4) day work week, which shall be determined by mutual consent of the Employer and Employee. Overtime for full-time Employees on a four (4) day schedule shall be defined as work beyond the hours in the normal work week-or work beyond ten (10) work hours in a work day. Either party may terminate any four (4) day work week arrangement at its option provided at least two (2) weeks' notice is given by the party of such termination.

## **ARTICLE IX**

### **Overtime**

**Section 1.** Overtime shall be all time worked beyond the regular working shift or the regular working week as specified in Article VIII.

**Section 2.** Overtime either in town or on out-of-town assignments must be authorized by the Employer or its representative. A request by a supervisor to an Employee who is not otherwise covered under Section 3 of this Article to remain on their job beyond their normal working hours in any work day shall constitute authorization of overtime.

**Section 3.** All overtime shall be paid for at the rate of time and one-half with these exceptions:

a) All writers, columnists, critics and political, fashion and travel editors earning Group 1 scale or higher shall receive compensatory time off for all time worked in excess of 40 hours per week. Compensatory time off, at the rate of time and one-half, can be scheduled by mutual agreement between the Employee and the Employer. If compensatory time off has not been scheduled within five (5) months of the time earned, it can be scheduled by the Employer upon not less than fourteen (14) days' notice to the Employee. If compensatory time off has not been scheduled and taken within six (6) months of the time earned, it shall be paid in cash unless otherwise mutually agreed by the Employer and the Employee.

Subsection (a) above shall apply to Employees of bureaus more than 150 miles from Chicago.

b) Writers of major sports covering professional baseball, hockey, basketball, and football shall receive five (5) additional weeks of vacation in lieu of overtime, to be taken at a time agreed upon with the Employer.



c) Where holiday sections provide for other specific payments.

d) All Employees covered by this Agreement, other than those specified in (a) or (b) above, with prior approval from their supervisor or manager, may choose to be compensated for the first two and one-half (2-1/2) hours of overtime worked in any work week in compensatory time at the rate of time and one-half for each hour worked.

e) Upon an Employee's termination, any time due earned but not taken shall be paid in cash.

**Section 4.** Work performed by an Employee on their sixth day within the work week shall be compensated for at the rate of time and one-half for actual time worked, with a minimum of a regular day's pay. Work performed by an Employee on their seventh day within the work week shall be compensated for at the rate of double time for actual time worked, with a minimum of a regular day's pay for each day worked.

**Section 5.** The Employer and Employee shall cooperate in the keeping of records of overtime. Overtime shall be reported promptly in writing to the Employee's immediate superior, and if so reported by the next Monday following the overtime work, shall be paid on the next payday.

**Section 6.** Having once been released from regular or overtime duty, no Employee shall be called back to duty until the Employee's next regular shift begins without payment for one (1) hour overtime in addition to the time earned after return to duty.

**Section 7.** An Employee called to work before their regular starting time shall be paid for such time at the overtime rate.

**Section 8.** Travel time to and from out-of-town assignments shall be considered working time. When the combined actual working and travel time exceeds eight (8) hours in any given day, compensatory time off at the time and one-half rate shall be granted at the mutual convenience of the Employer and the Employee for any excess constituting travel time, except that an Employee traveling overnight shall not be credited with more than the hours of a normal working day for each 24-hour period. Any time constituting actual working time in excess of eight (8) hours per day shall be compensated for at the overtime rate. Insofar as possible, travel time shall be scheduled within an Employee's normal working hours, and these hours may be changed by mutual consent to accommodate travel arrangements. Where the Employee is permitted a choice of more than one form of transportation, the shortest time by which the assignment can be reached shall be credited as working time within the above stipulations. An Employee may refuse to accept an out-of-town assignment only when

substantive personal matters requiring the Employee's presence render an Employee unable to accept the assignment.

## **ARTICLE X**

### **Holidays**

**Section 1.** There shall be ten (10) recognized holidays of 24 hours each including the Employee's birthday or another day mutually agreed upon in advance between the Employer and the Employee, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day (the third Monday in February), Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and Christmas.

There shall be an additional holiday of the Employee's choice for those Employees with more than ten (10) years continuous service. Except with prior approval, such Employees must give ten (10) days' notice of their intent to take their holiday.

For the purposes of this Article "holiday" shall mean the day celebrated as the holiday by the Employer. The day celebrated as the holiday by the Employer shall be uniform in the newsroom. The Employer may designate a day to be celebrated as the holiday only for holidays that fall on a Saturday or a Sunday, and it shall be either Monday or Friday.

**Section 2.** A regular full-time Employee who is scheduled to work on any such holiday and is not required to work on that day shall be paid regular straight-time pay for that day.

**Section 3.** A regular full-time Employee whose regular day off falls on a holiday and who is not required to work shall receive one (1) day's regular straight-time pay for the holiday in addition to all applicable pay for hours worked in such week.

At the option of the Employee, the Employee may designate an alternate day off as compensation for the holiday instead of an additional day of pay. If the holiday is not taken or paid for by advance mutual agreement of the Employer and the Employee within six (6) months of the day celebrated as the holiday it can be scheduled by the Employer upon not less than fourteen (14) days' notice to the Employee or paid in cash at the Employer's sole discretion.

**Section 4.** Any Employee required to work on any such holiday shall be paid double the regular straight-time rate on such holiday shifts (including overtime) with a minimum of a full shift pay at the double-time rate and shall receive no further pay for that holiday. Holiday assignments will be communicated and assigned to

Employees three (3) months in advance of the holiday that the Employee is required to work. However, in the event that an Employee scheduled to work a holiday is no longer able to work on that day, the Company will first offer the holiday assignment on a voluntary basis to those members of the bargaining unit who are qualified to perform the work. In the event that there are no volunteers, the holiday assignment will be assigned in inverse seniority order on a rotating basis.

**Section 5.** In weeks in which such holidays occur, a regular full-time Employee required to work on a scheduled day off which is not a holiday shall be compensated therefore at the overtime rate. Regular days off shall not be changed during holiday weeks solely to avoid payment of the overtime rate.

**Section 6.** These provisions shall apply only when the majority of the hours of the particular shift worked falls within such holiday period.

## **ARTICLE XI**

### **Vacations**

**Section 1.** Employees who have been in the service of the Employer continuously shall receive vacations with pay as follows:

- a) More than three (3) months' service and less than one (1) year's service prior to July 1 – one (1) day for each 17 working days.
- b) More than one (1) year's service prior to July 1 – three (3) weeks.
- c) More than two (2) years' service prior to July 1 – four (4) weeks.
- d) Employees with twenty (20) or more years of continuous service shall receive, in addition to the above schedule a vacation bonus of \$325.

Vacation credits will accrue on a pro rata basis from July 1 of the previous calendar year for Employees who have not had a vacation in the current year and from July 1 of the current calendar year for Employees who have had a vacation in the current year.

Persons who begin employment April 1 or later and terminate with more than three (3) months and less than one (1) year of service will receive vacation credits in cash in the amount of one (1) day's pay for each complete month of service, less any vacation previously taken.

**Section 2.** Length of service shall govern priority in choice of vacation dates. Whenever practicable, the free days of an Employee in the weeks immediately preceding and immediately following the Employee's vacation period shall be so arranged as to permit their use as an extension of the paid vacation period.

**Section 3.** In the event of termination of employment or upon resignation, or upon retirement, or in the event of death, or when an Employee takes a leave of absence for more than 60 days except sick leave, vacation credits accrued under Section 1 of this Article shall be paid in cash on the next regular weekly pay day in the week following the week in which one of the above events took place.

**Section 4.** Unless the Employer and an Employee mutually agree otherwise, the Employer must approve or deny a vacation request no later than fourteen (14) days after the request is submitted, if the Employee submits the request at least thirty (30) days in advance of the start of the requested vacation. If an Employee submits a vacation request fewer than fourteen (14) days in advance of their expected vacation date, the Employer will make its best efforts to approve or deny the request as soon as practicable. The Employer cannot rescind the scheduling of an Employee's vacation without their consent once it has been approved. If an Employee has not taken all of their vacation in any year by December 31, the Employee at their option may carry over up to five (5) days of unused vacation time to be used during the following calendar year. Additional carryover vacation may be arranged by advance mutual agreement between the Employee and the Employer. If carryover vacation is not used during the carryover year, it shall be forfeited.

**Section 5.** An Employee whose vacation period includes a holiday shall receive an extra day off for each such holiday at a time convenient to the Employee and Employer. Permission to take such holiday time shall not be unreasonably withheld.

**Section 6.** Writers of major sports covering professional baseball, hockey, basketball, professional women's basketball (Chicago Sky), and football shall receive five (5) additional weeks of vacation in lieu of compensatory time, to be taken at a time agreed upon with the Employer.

**ARTICLE XII**  
**Sick Leave, Life Insurance**  
**Hospitalization and Eye Care**

**Section 1. Sick Leave.**

(a) If an Employee is going to be absent from work due to an illness, they must inform their supervisor as soon as possible; and in no event less than one (1) hour before the start of the Employee's shift or work day, unless physically unable to do so.

(b) Disciplinary action may be taken if sick leave is abused. The Employer may require medical documentation of illness or injury in cases of "pattern" absences, or as otherwise noted below.

(c) A physician's note, acceptable to the Employer, is required if requested for any Employee absence for an illness which continues for more than one (1) week. Such physician's note shall be submitted to the Human Resources Department upon request.

(d) Up to five (5) days sick leave may be used for illnesses, injuries, or necessary medical appointments which cannot be scheduled for an Employee's day off for immediate family members requiring the presence of the Employee.

**Section 2. Disability Leave**

(a) Short-term Disability. Employees who are out of work due to their own illness or injury for more than five consecutive work days must apply for short-term disability. Eligibility will be determined on a case-by-case basis pursuant to the terms of the Company's short-term disability plan.

Paid leave under short-term disability:

For Employees with less than two (2) years: Beginning with the first day of absence, one hundred percent (100%) of salary for six (6) weeks, fifty percent (50%) of salary for an additional seven (7) weeks.

For Employees with two (2) years of service, but less than ten (10) years: Beginning with the first day of absence, one hundred percent (100%) of salary for thirteen (13) weeks, fifty percent (50%) of salary for an additional thirteen (13) weeks.

For Employees with ten (10) or more years of service: Beginning with the first day of absence, one hundred percent (100%) of salary for twenty-six (26) weeks.

**(b)** Long-term Disability. If an Employee is unable to return to work when their short-term disability expires after 180 days, the Employee must apply for long-term disability pursuant to the Company's long-term disability plan.

**(c)** This Section 2 shall not be applied in any way that would violate the Family and Medical Leave Act (FMLA) of 1993. Any leave granted under this Section 2 shall be counted as FMLA leave, and vice versa, to the extent permitted by the FMLA.

### **Section 3. Other Employee Benefits**

**(a)** The current Life & Accidental Death & Dismemberment Insurance Plan will be available to Employees under the current terms and conditions with the maximum amount of life insurance coverage being \$75,000.

**(b)** The Employer shall make available to Guild-covered employees the same health insurance plans and levels of contributions to those health insurance plans as the Employer does for exempt employees. The parties understand and agree that the Employer has, and will continue to have, the sole authority to modify its health insurance plan – including changes to its scope and cost – without consulting with, or obtaining the approval of, the Guild.

**(c)** The Employer shall contribute to the premium of vision insurance available to all eligible Employees up to \$4.50 per month per individual Employee or the cost of the premium, whichever is less. In addition to this increase in premium, the Employer will provide the opportunity for Employees to enroll their family member(s) into this vision insurance program. The cost of family member(s) to the vision insurance program will be paid by the Employee. The current vision care plan shall allow for one (1) additional pair of properly prescribed eyeglasses during the life of this Agreement for an Employee required to wear special lenses in order to perform their ordinary job responsibilities.

**(d)** The Employer agrees to provide a group dental plan for all eligible Employees and their eligible dependents. The Employer will offer an Employer-paid option for Employee coverage.

**ARTICLE XIII**  
**Settlement of Disputes**

**Section 1.** In an effort to establish a better working relationship between the parties and in the interest of increased cooperation between the Guild and the Employer, it is agreed that the parties will establish a Standing Committee consisting of an equal number of Employer and Guild representatives (not to exceed eight

(8) in number) to meet at regular intervals to discuss matters arising from the application of this Agreement or affecting the relations of the Employees and the Employer. It is understood that the membership of the committee may change from time to time.

It is agreed by the parties that all discussions at the Standing Committee meetings shall be considered off the record to the extent that statements made at such meetings shall not be introduced as evidence in any arbitration, administrative, or court proceeding except upon mutual agreement of the parties. It is further agreed that the purpose of this committee is to develop a positive forum for communications, and that to achieve that end both parties agree in the spirit of good faith to exercise discretion in discussing or reporting the subject matter of the meeting thereafter. Every effort will be made to keep such reports free from inflammatory partisan commentary.

Any grievance initiated by either party shall first be referred to this Committee for discussion concerning resolution of the dispute within thirty (30) days after the aggrieved party knows of the occurrence of the acts or actions which consist the basis for the grievance. A new Employee wishing to initiate a grievance concerning acts or actions of the Employer other than a dismissal during their probationary period must initiate such grievance no later than ten (10) days following the end of their probationary period. The parties agree the Committee will meet, if at all possible, within two (2) days after a grievance has been referred to it. The Committee shall make an earnest effort to resolve the dispute but if, after ten (10) days, it is apparent that further discussion will be of no avail, the matter may be processed through the contractual grievance procedure set forth below in accordance with the established practice of the parties.

**Section 2.** The Guild shall designate a Grievance Committee of its own choosing to take up with the Employer or its authorized agent any matter arising from the application or interpretation of this Agreement (including such matters that affect the relations of the Employees and the Employer) which are not resolved by the Standing Committee referred to above. The Employer agrees to meet with the committee within five (5) days after a request for such a meeting.

**Section 3.** Any matter arising from the application or interpretation of this Agreement (including such matters that affect the relations of the Employees and the Employer) (except renewal of any term or terms of this Agreement) not settled within thirty (30) days of the receipt of the formal response of the Employer may be submitted to final and binding arbitration by the aggrieved party; provided, however that any decisions made by the Employer pursuant to which the parties agreed that the Employer has discretion, and any matters specifically excluded from arbitration in this Agreement, shall not be subject to arbitration or mid-term bargaining. Matters subject to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) for a panel from the National Academy of Arbitrators. The costs of such arbitration shall be borne equally by the parties, except neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If the matter is not referred to arbitration within forty-five (45) days of the formal response of the Employer, unless such time period is mutually extended, the matter shall be considered settled.

**Section 4.** Should the Employer fail to provide information necessary for the processing of a grievance requested in writing by the Guild to which the Guild is legally entitled under the National Labor Relations Act, the time limits specified in Section 3 above shall begin running only upon receipt of the information by the Guild.

#### **ARTICLE XIV**

##### **Expenses and Equipment**

**Section 1.** Necessary and authorized expenses incurred by Employees during the course of their assigned duties shall be paid by the Employer in accordance with the Employer's expense reimbursement policies and procedures. Expense accounts, executed in accordance with the Employer's expense accounting policies and procedures, should be submitted for approval by the first Tuesday after the week in which the expenses are incurred. Necessary working equipment shall be supplied to all Employees.

**Section 2. (a)** An Employee required to use their car regularly on an annual basis in the service of the Employer shall be compensated at the rate of \$22.00 per day or the current rate established by the IRS as the non-taxable mileage rate, whichever is greater. Computation of mileage shall begin at the point of origin, whether from office or home, of the day's first assignment. In addition, he/she will be given the sum of \$800.00 annually, or the full amount of their auto insurance, whichever is lesser, payable at the next anniversary date of their auto insurance. On presentation of the insurance bill, the Human Resources Department will authorize this amount to be included in the Employee's check.



**(b)** Any other Employee required to use their car in the service of the Employer shall be compensated at the rate of \$20.00 per day or the current rate established by the IRS as the non-taxable mileage rate, whichever is greater, for each date the car is so used.

**(c)** All bargaining unit Employees who require regular use of a cell phone in connection with their work for the Sun-Times shall receive a cell phone subsidy of \$50 per month or be issued a company-provided cell phone.

**(d)** Parking reimbursement at Chicago Public Media facilities shall be made available to the following Employees, pursuant to the terms set forth below:

(1) visual journalists and reporters who use their personal vehicle for travel to a Company or Chicago Public Media facility and are assigned to travel for a work assignment; (2) any Employee who is required by the Company to work any time between 10 p.m. and 6 a.m. at a location away from their home; and (3) any visual journalists and reporters who are assigned to a general assignment or a breaking news shift and awaiting to be dispatched from a Company or Chicago Public Media facility to an on-site or field assignment.

Parking reimbursement must be pre-approved unless it is an emergency situation and expenses must be submitted in compliance with applicable Company policies. Employees seeking reimbursement for parking at Navy Pier must be enrolled in the Employee parking program at Navy Pier. For the avoidance of doubt, parking for a regular commute to a Company or Chicago Public Media facility will not be reimbursed unless it is for an Employee required to work any time between 10 p.m. and 6 a.m.

**Section 3.** An Employee shall not be required to own an automobile as a condition of employment. An Employee authorized to use their car on an annual basis in the service of the Employer shall receive at least four (4) weeks' notice before such authorization may be terminated.

**Section 4.** Effective with the signing of this Agreement, any new Employee may be required to have a valid driver's license as a condition of employment.

**Section 5.** Necessary and authorized moving expenses, incurred as a result of an Employee's transfer to another city at the Employer's request, shall be paid by the Employer.

**Section 6.** The Employer will pay to photographers the sum of \$160.00 per year toward the cost of insurance covering their personal photographic equipment used on the job or the full amount of the premium,

whichever is lesser, payable at the next anniversary date of such insurance. On presentation of the insurance bill, the Human Resources Department will authorize this amount to be included in the Employee's check.

**Section 7.** Every staff visual journalist shall be provided the equipment necessary to complete their work duties as determined by the Company.

## **ARTICLE XV**

### **Outside Work**

**Section 1.** Employees shall be free to furnish written, graphic, broadcast or other work not belonging to or copyrighted by the Employer, provided such material is prepared on the Employee's own time.

An Employee must notify their supervisor in writing at least seven (7) calendar days in advance or as soon as practical when they intend to perform outside work or participate in a speaking engagement related to journalism (e.g., any topic covered by the Sun-Times), whether or not for monetary compensation.

Any outside work or speaking engagement related to journalism shall not:

- compete with the Sun-Times,
- put the reputation of the Sun-Times or Employee at risk,
- create perceived or actual conflicts of interest,
- result in a decline in work performance for the Sun-Times,
- conflict with industry standards or ethical best practices,
- risk damaging the business, including to its status as a 501(c)(3), or
- disclose any confidential Sun-Times information.

Without permission in writing from the Employer, no Employee shall use the name of the *Chicago Sun-Times* or Chicago Sun-Times Media, Inc., or any of its aforesaid divisions or affiliates or their connection with the Employer, or any featured title or other material of the Employer to exploit in any way the Employee's outside endeavors.

**Section 2.** The Employer and the Guild concur that Employees and newsroom managers must refrain from engaging in practices which are inconsistent with accepted journalistic ethics.

**ARTICLE XVI**  
**Military Service**

**Section 1.** Any Employee who enters the military service shall be placed on a military leave of absence for the duration of the term of duty and shall be entitled to reinstatement to employment upon completion of the term of duty in accordance with the Veterans Re-Employment Act which includes, but is not limited to, the following:

a) The Employee must have a document showing that the training and service in the armed forces has been completed, and that he/she has not been dishonorably discharged.

b) The Employee must apply for reinstatement within 90 days of their release from service (31 days in case of certain individuals in the Ready Reserve who undergo only 6 months active training).

c) For purposes of determining length of service, all time in the military will be credited to the Employee.

d) As a general condition, an Employee who goes into the military service retains re-employment rights as long as their tour of duty does not exceed four (4) years.

**Section 2.** An Employee in military service who, upon competent medical advice, is adjudged to be physically or mentally incapacitated as a result of such service to the extent that he/she is unable to carry on their former employment, and the Employer is unable to place the Employee in other acceptable employment, shall at the termination of service be granted a war bonus in a sum equivalent to one (1) week's pay for every 26 weeks or major fraction thereof of employment by the Employer as of such date of termination--such war bonus not to exceed the equivalent of 52 weeks' pay.

**Section 3.** Leaves of absence, without pay, for annual military training shall be granted upon request of the Employee.

**Section 4.** Leaves of absence, without pay, for federal government service may be granted by the Employer.

**Section 5.** An Employee entering military service who has been employed more than two (2) years, shall be paid a military bonus equivalent to four (4) weeks' salary at the Employee's regular rate together with pay at their regular rate for such vacation time as shall have accrued at the time of departure, providing:

- a) The Employee has not previously received a military bonus, or
- b) The Employee is involuntarily entering the armed forces, or
- c) The Employee is entering military service in time of national emergency.

**Section 6.** An Employee called to civil emergency military duty shall receive their regular salary for up to two (2) weeks while on such duty.

**Section 7.** An Employee whose military obligation is incurred through any of the various National Guard or Reserve programs or as a result of the draft will receive the difference between the Employee's regular salary and any military pay he/she received during an annual training program for a period not to exceed two (2) weeks in any calendar year. (Employees who must fulfill summer training requirements as a part of any military program other than those listed in this paragraph or who choose to extend their initial obligation are not eligible for paid military leaves of absence.)

## **ARTICLE XVII**

### **Security**

**Section 1.** Dismissals may be either for good and sufficient cause, or to reduce the force, but shall not be made solely as a result of putting this Agreement into effect.

**Section 2. (a)** Upon dismissal, an Employee making written request within four (4) working days shall receive in writing from the Employer, or its representative, a statement of the cause of dismissal.

**(b)** When discipline is less than dismissal, no Employee shall be subjected by the Employer to a fine or temporary layoff (suspension) as a step in the disciplinary process or as a disciplinary measure. In general, the procedures for progressive discipline shall be as follows:

- Oral warning
- First written warning
- Final written warning
- Dismissal

**Section 3.** The Employer agrees to give the Guild one (1) week notice of its intention to effect dismissals to reduce the force, stating the classifications and the bargaining unit of the affected Employees. This time period may be extended by mutual agreement. During such notice period, the Employer shall meet with the Guild and

consider any suggestions made by the Guild with a view to reducing or avoiding such layoffs. Within the period, any Employee in a classification affected may indicate to the Guild a willingness to resign voluntarily in exchange for the severance pay provided herein, provided the total of such resignations shall not exceed the number of such jobs affected in a given classification. The parties understand the Employer is not obligated to accept any such resignations for purposes of a layoff. At the end of the notice period, such number of Employees to be dismissed to reduce the force, after the impact of any such resignations and/or implementation of any alternative dismissals have been assessed, shall be notified. Such dismissals shall be effective at the end of the notice period. Determination of Employees to be dismissed in accordance with this provision shall be done in the following manner:

The Employer shall prepare a list of Employees in the affected job classification(s) and rank such affected Employees in the order of their seniority of employment with the Employer. Classification shall mean the job titles listed in Article V. Employment shall be deemed continuous unless interrupted by (a) dismissal for good and sufficient cause; (b) resignation; (c) retirement; (d) refusal to accept an offer of rehire into the classification in which an Employee worked when dismissed.

Layoffs shall be in inverse seniority order, except that: the Employer may in its discretion exempt up to 50% of Employees in the affected job classification from layoff for any reason; In addition, the Employer may layoff out of seniority order when an Employee has demonstrated special abilities or qualifications for particular functions, or where the Employer can establish there is a substantial difference in ability relative to other Employees.

Seniority shall mean length of continuous employment (Guild service or exempt) with the editorial department of the *Chicago Sun-Times*. Each Employee dismissed to reduce the force, or who voluntarily resigns under the terms of this Agreement, shall be placed on a rehiring list for a period of six (6) months and shall be rehired according to seniority for the same or comparable jobs when such openings occur. Time spent on a rehiring list by a dismissed Employee shall not constitute a break in continuity of service, but shall not be counted as service time for any purpose under this Agreement.

**Section 4.** Employment shall be termed continuous unless interrupted by:

- a) Dismissal for good and sufficient cause, or
- b) Resignation, or

c) Retirement.

Time spent on any leaves of absence, except for military service, shall not be counted as employment for purposes of determining seniority, but shall not otherwise disturb already accumulated seniority.

**Section 5. (a)** Any Employee in any classification may be transferred to and from various geographic locations in the Chicago metropolitan area/Chicago designated market area, at the discretion of the Employer's management. Guild covered Employees will not be permanently transferred to work at another location without thirty (30) days calendar notice.

**(b)** No Employee shall be transferred from geographic locations in the Chicago metropolitan area/Chicago designated market area to another city without the Employee's consent. During the first eighteen (18) months following a transfer to another city the Employee may be transferred back to geographic locations in the Chicago metropolitan area/Chicago designated market area at the Employer's discretion. At the end of that eighteen (18) month period, the Employee may not be transferred back to geographic locations in the Chicago metropolitan area/Chicago designated market area without their consent. In the event of any transfer the Employer will pay all transportation and all reasonable moving expenses for such Employee and their family.

**Section 6.** The parties recognize that in the future content will be delivered on a number of platforms ("alternate platforms") other than the traditional printed product, including platforms that have yet to be created. To do so, the Parties recognize that Employees are working in a changing environment and with changing technologies. For example, and without limitation, Guild Members may be required to rewrite copy, edit news material, take photos, produce videos, use audio equipment, prepare and update online content, do voice-overs, re-purpose content and engage in a variety of functions not traditionally a part of past practice or even historical print journalism. Such alternate platform work assignments or "New Media Agreement" assignments shall not be restricted by this Agreement or any other Guild collective bargaining agreement during the term of this Agreement. The Employer agrees in its discretion to provide appropriate training for any new technologies and to consider in good faith any request by the Guild for additional training if the Guild believes such training has been inadequate.

**Section 7.** There shall be no dismissal of nor other discrimination against any Employee because of their membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, non-job-related disability, sexual orientation, or Veteran's status. Race, color, creed, sex, age, non-job-related disability, national

origin, sexual orientation, or Veteran's status shall not be a consideration in any element of wages and salaries, promotions or conditions of employment.

**Section 8.** A new Employee shall be a probationary Employee for a period of sixty (60) working days. The dismissal of an Employee during the Employee's probationary period shall not be subject to the provisions of Sections 1 and 2 of this Article and shall not be subject to review under Article XIII, except that no new Employee shall be subjected by the Employer to a fine or temporary layoff as a disciplinary measure.

## **ARTICLE XVIII**

### **Severance Pay**

Employees dismissed to reduce the force for economic reasons shall be entitled to receive a lump sum severance payment equal to eight (8) weeks of pay. Any Employees laid off out of reverse order of seniority who have in excess of four (4) years and up to fifteen (15) years of service are entitled to an additional one (1) week of severance for each six (6) months of service to a maximum of thirteen (13) weeks of severance. Any Employees laid off out of reverse order of seniority who have in excess of fifteen (15) years of service will receive the following additional severance:

- In excess of fifteen (15) years and up to twenty (20) years of service – one (1) additional week, for a maximum of fourteen (14) weeks of severance;
- In excess of twenty (20) years and up to twenty-five (25) years of service - two (2) additional weeks, for a maximum of fifteen (15) weeks of severance;
- In excess of twenty-five (25) years and up to thirty (30) years of service - three (3) additional weeks, for a maximum of sixteen (16) weeks of severance; and
- In excess of thirty (30) years of service - four (4) additional weeks, for a maximum of seventeen (17) weeks of severance.

An Employee economically dismissed shall receive severance pay and, if rehired, shall be required to repay such severance pay minus an amount equal to the salary he/she would have earned had he/she continued to work. Acceptance of severance pay shall not constitute a waiver of rehire rights. Any refusal to accept rehire to the same or comparable position shall constitute a waiver of the Employee's rehire rights. In the event of the death of an Employee prior to their request of severance pay as entitled in this Article, the Employer shall pay to

an Employee's spouse or estate an amount equal to the amount the Employee would have received upon termination of Employment.

**ARTICLE XIX**  
**Unusual Risk**

**Section 1.** No Employee shall be required without their consent to work at the unusual risk of injury, disease or death.

**Section 2.** An Employee assigned to duty at the scene of domestic rioting or civil commotion where there is clear and present danger of gunfire or other deadly assault shall receive special and additional death and dismemberment insurance.

**Section 3.** An Employee assigned to work involving unusual risk shall be provided with all protection and protective devices the Employee deems essential to the assignment.

**Section 4.** Provided he/she communicates with a supervisor, an Employee shall not be docked for the time lost if he/she is unable to report to work because of domestic rioting or civil commotion.

**ARTICLE XX**  
**Leaves of Absence**

**Section 1.** By arrangement with the Employer, Employees may be granted leaves of absence.

**Section 2. (a) Paid Parental Leave.** The company will provide up to six (6) weeks of paid parental leave to Employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. The Employer will make every reasonable effort to permit an Employee's parental leave to begin and end on the dates requested.

**(b) Short Term Disability.** For employees who have physically given birth, the 6 weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the Employee for the Employee's own medical recovery following childbirth pursuant to Article XII. Any period of short-term disability leave shall not be counted against any parental and/or child-rearing leave.



**(c) Child-Rearing Leave of Absence.** A child-rearing leave of absence of up to twelve (12) months shall be granted, without pay, upon the request of an Employee following the birth of a child. However, the total combined parental leave and child rearing leave of absence provided herein shall not exceed twelve (12) months. The Employer will make every reasonable effort to permit a child-rearing leave of absence to begin and end on the dates requested but the leave must commence no later than sixty (60) days after the birth of the child and may extend no longer than sixty (60) days after the child's first birthday.

**(d)** Where both parents are employed by the Employer, the combined child rearing leaves of absence taken by the couple may not exceed twelve (12) months, may not be taken simultaneously, and each leave must be continuous.

**(e)** The same rules that govern child-rearing leaves of absence will apply to the placement of a child with an Employee in connection with adoption or foster care except that such leave shall commence within thirty (30) days of the date of adoption and may extend no longer than thirty (30) days after the one year anniversary of that date.

**(f) FMLA.** This Section 2 shall not be applied in any way that would violate the Family and Medical Leave Act (FMLA) of 1993. Any leave granted under this Section 2 shall be counted as FMLA leave, and vice versa, to the extent permitted by the provisions of the FMLA. Nothing in this subsection (e) shall be construed to limit leaves provided in this Article to the FMLA minimums.

**Section 3.** Employees are eligible for funeral leave with pay for up to three (3) consecutive, regularly scheduled working days, one of which shall be the day of the funeral, in order to attend the funeral of a member of the immediate family. "Immediate family" is defined as: spouse, parent, child, step-child, brother, sister, and effective July 1, 2005, domestic partner as defined by the same sex domestic partner benefits policy.

A supervisor may exercise discretion in granting such funeral leave with pay to attend the funeral of grandparents, grandchildren, parents-in-law, step-parent, stepbrother/sister, or other relative living in the same household. Should paid leave not be granted, the Employee may attend the funeral, and if the supervisor and the Employee mutually agree, the Employee may be permitted to use accrued vacation or time due to attend such funeral.

**Section 4.** Leaves of Absence, granted in writing by the Employer, shall not be considered breaks in continuous service although employees will not accrue additional leave, vacation or other paid time off during time spent on a leave of absence.

**Section 5.** An Employee selected to hold office on a full-time basis in THE NEWS GUILD or the CHICAGO NEWS GUILD shall, upon request, receive a leave of absence, without pay, provided no more than three (3) staff members at any one time shall be entitled to such leave which shall not be longer than two (2) years. However, such leaves may be extended upon application to the Employer. Such leaves shall not count as service time.

**Section 6.** An Employee elected a delegate to a Guild convention by arrangement with the Employer shall receive a leave of absence, without pay, of two (2) weeks. An Employee who serves on the Guild International Executive Board by arrangement with the Employer shall receive such leaves, without pay, as are required to attend meetings. No more than five (5) staff members shall be entitled to such leaves at any one time under the above provisions. Such leaves shall count as service time.

**Section 7.** An Employee entering the Peace Corps shall receive a leave of absence, without pay, for a period of one enlistment. Such leave shall not count as service time.

## **ARTICLE XXI**

### **Employment Procedure**

**Section 1.** In the event the Employer finds it necessary to fill vacancies or require additional Employees in covered positions in the editorial department, the Employer shall post the vacancies and notify the Guild of such vacancies. The posting shall include the job opening to be filled, the classification in which the job is placed, and the minimum qualifications of said job. The Guild may thereupon submit to the Employer within one (1) week after such notification a list or lists specifying the names and experience of such candidates for such positions. A minimum of one third (1/3) of the names on such list or lists shall be experienced women and/or members of traditionally under-represented groups for such positions. Such candidates shall be considered along with applicants from other sources for such job openings. The Employer shall grant at least one (1) interview to any Employee in the bargaining unit who possesses the minimum qualifications for the position and who indicates an interest in the posted position.

**Section 2.** It shall continue to be the policy of the Employer in selecting new Employees to extend equal opportunity to all applicants regardless of their race, color, creed, sexual orientation, gender identity, age, national origin, marital or parental status, or non-job related disability. For each bargaining unit position the Employer seeks to fill, whenever possible, at least thirty percent (30%) of the pool of interviewed candidates will be members of a traditionally under-represented group (women are included as a traditionally under-represented group) who meet the minimum qualifications and applied in a timely manner for the position. The

Employer will consider qualified applicants referred by the Guild in accordance with Section 1 of this Article. Notwithstanding the foregoing, the Employer shall be exempt from the above interview requirement when (a) the position is filled by a current member of the bargaining unit; or (b) when the candidate who is hired is a member of a traditionally under-represented group.

The Employer will post positions with the following associations:

Arab and Middle Eastern Journalists Association  
Asian American Journalists Association  
Association of LGBTQ Journalists  
National Association of Hispanic Journalists  
National Association of Black Journalists South Asian Journalists Association Chicago Journalists of Color  
Native American Journalists Association  
Association for Women Journalists Women in Communications  
Journalism and Women Symposium

For any sports vacancy, in addition to posting vacant positions with the above organizations, the Employer will also post positions with the Association for Women in Sports Media.

**Section 3.** In order to reflect the diverse composition of the Chicago metropolitan area, it shall continue to be the policy of the Employer to actively recruit and hire women and members of traditionally under-represented groups for all positions covered by this Agreement. The Employer and the Guild agree that a committee consisting of three (3) Employer and three (3) Guild representatives will be established to meet at three (3) month intervals to study and issue recommendations regarding goals, employment, and career opportunities and training programs for women and/or members of traditionally under-represented groups. These discussions will include recruitment of women and/or members of traditionally underrepresented groups. During each meeting, management and the Guild will identify at least five (5) journalists who are women and/or members of traditionally underrepresented groups that management will contact to schedule informational interviews, regardless of whether open positions exist within the newsroom. Management will report back to the Guild at the next quarterly meeting about how many of those journalists were contacted, and which journalists spoke with management representatives. Any communications relating to this process among the selected journalists, the Guild and the Employer will be kept strictly confidential. In the event of a reduction in force, the Employer and Guild will meet prior to the effective date of any such reduction for the purpose of discussing protecting the jobs of women and/or members of traditionally underrepresented groups.

**Section 4. (a)** At least two (2) management representatives – separately or jointly – will attend at least three (3) networking events in a calendar year organized by an affinity group, which represents women and/or members of traditionally under-represented groups. These affinity groups may include but are not limited to the groups in Section 2 of this Article.

**(b)** At least one (1) management representative will attend two (2) national conventions per year hosted by the journalism affinity groups listed in Section 2 of this Article.

**Section 5.** Using the ASNE Newsroom Diversity Survey as a guide, Employer will maintain real-time statistics about the gender, racial and LGBTQ makeup of the newsroom. These statistics also will be posted on the *Chicago Sun-Times* website.

## **ARTICLE XXII Miscellaneous**

**Section 1. BY-LINE.** An Employee's by-line shall not be used over that Employee's protest, nor shall an Employee's by-line be used on any story to which that Employee has made no significant contribution. If a by-line is to be used, a reasonable effort will be made to call substantive changes to the Employee's attention before publication. An Employee's by-line may be used by any publication, including an affiliate of the *Chicago Sun-Times*. If an Employee withholds their by-line from a story originally published for the *Chicago Sun-Times*, the Employee's by-line will not be used if that story is published in any other publication, including any affiliates of the *Chicago Sun-Times*.

**Section 2. BULLETIN BOARDS.** The Employer agrees to provide bulletin boards suitably placed in each editorial department for the use of the Guild. The Employer further agrees to permit the use of an electronic bulletin board in the Employer's computer system on a "read only" basis for the transmission of notices dealing with official business of the Guild.

**Section 3. LUNCH TIME.** No Employee shall, except in emergency, be required to take their lunch within three (3) hours after reporting for work.

**Section 4. STRUCK WORK.** Employees shall not be required to handle work originating in any legally struck department of the Employer, nor shall Employees be required to handle work destined for a legally struck department of the Employer. Those Employees who voluntarily do not work during such periods shall have no claim for pay for such periods.

**Section 5. IN-SHOP BALLOTING.** Space adjacent to staff working areas and suitable for marking and casting secret ballots shall, upon the Guild's request, be made available for voting in elections supervised by the International Election and Referendum Committee of The News Guild

**Section 6.** Employees may inspect and receive copies of materials included in their own complete Employee files maintained by the Employer at reasonable times during normal working hours upon reasonable request to the Human Resource Department. The Employer reserves the right to request reimbursement for the cost of producing such copies.

**Section 7.** The Employer shall continue the present practice of providing legal representation to Employees involved in legal matters concerning libel or surrendering or disclosing information relating to the news-gathering function. The Employer reserves the right to make final decisions concerning the scope, intent and direction of such legal representation.

When a demand for disclosure of information relating to the news-gathering function is made upon an Employee by a federal, state, or municipal court, grand jury, agency, department, commission or legislative body, such Employee shall notify promptly the Employer, or if the demand is made upon the Employer, the Employer shall notify promptly the Employee. Following such notification, the Employer's counsel will be consulted and, if their advice is followed, the Employer agrees to indemnify such Employee against any penalties or judgments if such action results from the proper pursuit of the Employee's duties. In libel matters, when the Employer assumes the Employee's defense and the Employee cooperates fully with the Employer's counsel in presenting the defense, the Employer agrees to indemnify the Employee against any penalties or judgments, if such action results from the proper pursuit of the Employee's duties.

**Section 8.** The Employer agrees to test VDT equipment for possible harmful emissions once during the term of this Agreement. Criteria for such testing shall be discussed by the Standing Committee referred to in Article XIII, Section 1.

**Section 9.** Nothing in this Agreement shall be construed to impair the right of the Employer to judge any Employee's qualifications for any position in any classification.

**Section 10.** Employees covered under this Agreement will be eligible to participate in the Employer's Section 125 Pre-Tax Benefit Program.

**Section 11.** The Employer shall make every reasonable effort to ensure that the Employees' work area is in conformity with federal, state, and local health and safety laws/regulations.

**Section 12.** The Employer shall provide adequate space and a file cabinet on the premises of the Employer and convenient to the editorial department, for the use of the Guild in carrying on its duty of representing Employees covered by this Agreement. The location of space shall be determined by mutual consent between the Guild and the Employer.

**Section 13. PROFESSIONAL DEVELOPMENT.** In order to advance professional development, the Employer will make its best efforts to allow Employees the opportunity to attend workshops and conferences that are sponsored by a professional journalism association for up to three (3) days each calendar year.

However, management has the right to refuse an Employee's request if the time off interferes with the needs of the Employer as determined by the Editor-in-Chief, or a representative, in their reasonable discretion. Although the Employer is not required to pay for travel and registration fees, Employees can attend these conferences without being docked pay. Employee requests to attend a workshop or conference should be made as soon as the employee knows that he or she would like to attend, but no less than two (2) weeks' prior to the start of the event.

The Employer and the Union agree that seminars, workshops and other training opportunities are important to the professional development of content creation professionals. The Employer will consider, on an annual basis, allocating funds to professional development activities.

The Sun-Times will provide annual newsroom trauma training, such as that conducted by the Dart Center for Journalism and Trauma, to support bargaining unit members who are regularly exposed to trauma in their work for the Sun-Times. This training will cover self-care and resilience for trauma-exposed bargaining unit members, and trauma-aware reporting on vulnerable individuals and communities.

**Section 14.** Upon request, the Employer will make available a private lactation space for the use by employees.

## **ARTICLE XXIII Retirement**

Employees covered by this Agreement shall be eligible to participate in the Employer's 401(k) Plan (the "Plan") on their first date of hire.

After an employee completes one year of eligible service under the Plan, the Employer shall match 100% of an employee's contributions to the Plan up to (a) two (2%) percent of an employee's base salary effective July 1, 2023, (b) two (2%) percent of an employee's base salary beginning on July 1, 2024, and (c) three (3%) percent of an employee's base salary beginning on July 1, 2025.

**ARTICLE XXIII**

**Annual Guild/Employer Meeting**

In or about July of each year during the Term of this Agreement, the Employer shall meet with the Guild to address the "state of the Employer." The purpose of such meeting will be to provide information rather than for bargaining with the Guild.

**ARTICLE XXIV**

**Duration and Renewal**



**Section 1.** The effective date of this Agreement shall be the date of signing. The Agreement shall be in full force and effective through the third anniversary of signing and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

**Section 2.** Within 100 days immediately prior to the third anniversary of this Agreement but at least 30 days prior to such date, the Employer or the Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations consistent with applicable law.


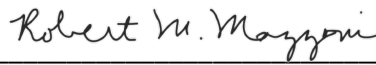

**Section 3.** In the event any of the provisions of this Agreement shall be invalid under any State or Federal law, the remaining provisions shall not be affected, and this Agreement shall be binding and enforceable as to the remaining provisions in the same manner as though the invalid provisions had been omitted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers this May 18, 2023

CHICAGO SUN-TIMES MEDIA, INC.

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

CHICAGO NEWS GUILD

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

**APPENDIX A**

**Assignment and Authorization to**

**Checkoff Guild Membership**

**Dues**

TO CHICAGO SUN-TIMES

I hereby assign to the Treasurer of the CHICAGO NEWS GUILD, and direct you to pay to him/her, the amount of my membership dues and any legal assessments which under the law I may assign and direct you to pay and which shall accrue to the CHICAGO NEWS GUILD during the period for which this assignment and direction shall remain in effect, commencing with those accruing for the month of \_\_\_\_\_.

An appropriate percentage of such dues and assessments shall be deducted from each paycheck.

I hereby state the amount of my membership dues which will so accrue to be those specified in or calculated according to the schedule heretofore filed with you by and on behalf of the CHICAGO NEWS GUILD. You are authorized to rely upon that schedule or any new schedule or schedules which may be filed with you by or on behalf of the CHICAGO NEWS GUILD specifying the amount of membership dues and assessments to be paid by members of the Guild.

Weekly earnings, as that term may be used in any such schedule, shall include only straight time weekly pay, excluding overtime.

The assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective agreement between yourself and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between yourself and the Guild, whichever occurs sooner.



Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

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

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX B

The criteria below shall be used in an assessment of Employees' skills and accomplishments in accordance with Article V, Section 3.

### **Reporters**

Conceptualize, research, plan, report and produce accurate, original content, both independently and on assignment

Produce high-profile work that contributes something new, compelling and/or useful to the public conversation

Demonstrate strong reporting and storytelling skills, working to develop subject matter expertise – in the case of beat reporters – and diverse, strong sourcing

Demonstrate sound, trustworthy editorial judgment, including attention to diverse experiences and perspectives, prioritize factual accuracy in all content and comply with best ethical practices

Regularly meet deadlines and communicate effectively with managers, editors and colleagues, and help improve CST's audience relationships, workplace culture, editorial excellence and impact

### **Visual Journalists**

Conceptualize, plan, capture, produce and edit original, compelling visual, multimedia or interactive content, both independently and on assignment, and write clear and accurate captions and descriptions

Contribute original and creative visual/multimedia story, feature or project ideas and help improve CST's audience relationships, workplace culture, editorial excellence and impact

Regularly meet deadlines and demonstrate strong communication and collaboration skills, working closely with reporters and editors

Demonstrate high-level visual, multimedia or interactive journalism skills, creating unique work that plays a prominent role in attracting audiences and informing the public, and working to develop strong relationships within the community

Demonstrate sound, trustworthy editorial judgment, including attention to diverse experiences and perspectives, prioritize factual accuracy in all content, and comply with best ethical practices

### **Editors**

Independently plan, lead, edit, guide and coordinate coverage, including directing and developing reporters, leading collaborative projects or functions, communicating effectively across the newsroom, and acting as a resource (which can include helping to develop others or conducting newsroom training or knowledge sharing)

Review story pitches, skillfully edit and improve content, ideate coverage and/or projects and demonstrate strong editorial judgment

Guide reporters and producers in creating high-profile work that contributes something new, compelling and/or useful to the public conversation

Help CST reach its organizational goals by improving CST’s audience relationships, workplace culture, editorial excellence – including attention to diverse experiences and perspectives – and impact

Prioritize factual accuracy in all content, and comply with best ethical practices

### **Page Designers and Copy Editors**

Ability to conceptualize, build and produce appropriate, accurate and compelling page designs or digital layouts, writing strong headlines and cutlines, and selecting visuals and other content for the print newspaper or digital channels

Closely edit content for mistakes and clarity, with the goal of improving quality and accessibility, preventing errors from publication, and meeting deadlines

Communicate effectively with other designers, editors, reporters and photographers when necessary, and help improve CST’s audience relationships, workplace culture, editorial excellence and impact

Demonstrate sound, trustworthy editorial judgment, including attention to diverse experiences and perspectives

Prioritize factual accuracy in all content, including headlines, and comply with best ethical practices

### **Audience Specialists**

Help identify existing and prospective audiences aligned with our editorial strategy and organizational mission, and contribute to team plans to reach, engage and retain those audiences

Suggest and post compelling headlines, SEO text and share lines that appropriately reflect our reporting and attract diverse audiences, prioritizing factual accuracy, demonstrating sound judgment and complying with best ethical practices

Conceptualize, plan and create original audience-focused callouts, posts (including Stories, Lives and Reels), projects or campaigns across our platforms – which may include social media, news aggregators, third-party sites (such as YouTube) or owned and operated channels (website, app or newsletters) – to develop our diverse target audiences, working collaboratively with other colleagues and teams

Communicate effectively with other audience team members, journalists and colleagues and help CST reach its organizational goals by improving CST’s audience relationships, workplace culture, editorial excellence and impact

Solicit and respond to feedback from our readers on different platforms, helping to deepen our community relationships; demonstrate inclusivity of diverse experiences and perspectives

Consider data, community feedback and other research to develop deeper knowledge of our platforms and audiences; and experiment with different approaches to better reach, engage and serve target audiences, advising and steering editorial efforts to better serve our community

December 2, 1988

Mr. Gerald J. Minkinen  
Executive Director  
Chicago Newspaper Guild, Local 71 230  
N. Michigan Ave., Suite 1525  
Chicago, Ill. 60601

Dear Gerry:

During negotiations for a new labor contract the parties agreed that the initial agenda for the Affirmative Action Committee would include the following items:

1. Establishment of a Sun-Times scholarship for a minority student pursuing journalism as a career. The scholarship student who maintains a B or better average will be guaranteed an offer of employment as an intern by the Chicago Sun-Times during his college years.
2. Establishment of a Sun-Times Chicago Area High School workshop for high school newspaper editors to further their education in journalism and to encourage their consideration of journalism as a career.
3. Development of recommendations for special recruitment efforts and other such measures in order to develop applicant pools in which qualified minorities and women are represented in proportions sufficient to help increase their employment and promotion in the Editorial Department.

Sincerely,

Brian Fantl  
Director of Labor Relations and Personnel

May 22, 1992

Mr. Gerald Minkkinen  
Executive Director  
Chicago Newspaper Guild  
230 N. Michigan Avenue, Ste. 1525  
Chicago, Ill. 60601

Dear Gerry:

As part of the final settlement discussions which led to agreement on a new collective bargaining agreement, it was agreed that if a question were raised by Chicago Newspaper Guild regarding the status of persons whose work is used in the feature sections of the Chicago Sun-Times the indicia developed by the National Labor Relations Board would be used in determining the status of the person. In general, a person whose work is used in the feature sections of the Chicago Sun-Times may be considered to be an Employee when:

1. The Sun-Times pays the person by salary.
2. The person receives fringe benefits from the Sun-Times.
3. The Sun-Times pays the persons expenses except when incorporated into a negotiated fee for the product purchased or work performed.
4. The person is not free to contribute or not contribute material as he or she wishes  
"without fear of jeopardizing his/her chances of contributing in the future."
5. The Sun-Times restricts contribution of material by the person to other publications.
6. The person is regularly assigned or works regularly scheduled hours.
7. The Sun-Times provides office space and for company equipment to the person.

Mr. Gerald Minkkinen  
May 12, 1991

Page 2

8. The manner and means by which the person produces the material used  
or  
performs his/her work is directed and controlled by the Sun-Times.

It is recognized that any or all of the above indicia will apply prospectively and may  
change with future NLRB decisions.

It is understood that no single indicia shall be controlling, but rather all indicia shall  
be considered in concert. Disputes regarding those persons whose work is used in  
the feature sections of the Sun-Times which the parties cannot resolve shall be  
submitted to arbitration in accordance with Article XV. The arbitrator shall use the  
indicia developed by the NLRB in determining the status of the person in dispute.

Very truly yours,

Ted Rilea  
Vice President  
Labor Relations

December 17, 1997

Mr. Gerald Minkkinen  
Executive Director  
Chicago Newspaper Guild 171  
230 N. Michigan Avenue Suite 2500  
Chicago, IL 60601

Dear Mr. Minkkinen:

The *Chicago Sun-Times* and the Newspaper Guild, during our 1997 negotiations, had thorough discussions about freelance opportunities for employees interested in photography and writing about the arts, prep sports, travel and food but not assigned to those departments.

To ensure that staff is aware of such opportunities, Editorial management will post a notice on company bulletin boards reminding staff of freelance opportunities approximately every six months.-

Employees will be encouraged to make their interests in occasional freelance assignments known to the appropriate editors and to provide those editors with samples of their work. Assignments will continue to be made by selecting the person or persons the assigning editor, in his/her sole discretion, believes will produce the best copy.

In addition, periodically Editorial will, through a general posting on the company bulletin boards, ask the staff to complete a voluntary questionnaire designed to uncover talents, interests, language skills and other information outside the scope of their current assignments that may be useful in making decisions about future freelance opportunities.

Sincerely,

Ted Rilea  
Vice President  
Labor Relations  
Human Resources

December 2001

Mr. Gerald Minkkinen  
Executive Director  
Chicago News Guild #71  
36 S. Wabash Avenue  
Suite 1400  
Chicago, IL 60603

Dear Mr. Minkkinen:

During the course of 2001 negotiations, the parties entered into the following Settlement Agreement concerning the Washington Bureau Chief Lynn Sweet.

This Settlement Agreement is entered into by the Chicago Sun-Times, Inc. (the "Sun-Times") and Newspaper Guild (the "Guild").

- 1) The Guild has filed a grievance now pending before Arbitrator Edward Archer as AAA Case No. 51 300 00267 01 alleging that exempt Washington Bureau Chief Lynn Sweet is improperly performing bargaining unit work and the Sun-Times has denied the grievance.
- 2) The Sun-Times and the Guild wish to settle their dispute against Lynn Sweet without further expense and, therefore, have agreed to the following:
  - A) The Guild will withdraw, with prejudice, its grievance and demand for arbitration concerning Lynn Sweet.
  - B) The Sun-Times agrees that if Lynn Sweet is replaced as Washington Bureau Chief; the Washington Bureau Chief position will then be reclassified from that of an exempt position into a bargaining unit position except as described in (C) below.
  - C) The Washington Bureau Chief position shall remain an exempt position after Sweet vacates the position if and when Sweet's replacement supervises an employee(s).
  - D) The parties agree that they will not use the frequency of Sweet's bylines as evidence in other disputes concerning exempt employees performing bargaining unit work.

Sincerely,

Ted Rilea  
Vice President  
Labor Relations  
Human Resources

TR/sr



December 8, 2004

Mr. Gerald Minkkinen  
Executive Director  
Chicago Newspaper Guild #71  
36 S. Wabash Avenue  
Suite 1400  
Chicago, IL 60603

Dear Mr. Minkkinen:

As a result of our recent round of contract negotiations the parties have agreed to the formation of a "Round Table" Committee.

The primary purpose of this Committee will be to improve overall communications between management and the newsroom employees. This Committee (not to exceed six (6) in number, 3 members each from Management and the Guild) shall meet at three (3) month intervals.

Topics for discussion may include, but are not limited to, the introduction of new technology and equipment, safety, employee career goals and opportunities, training, employee suggestions, issues and concerns. Either the Guild or Management may present a proposed agenda to the other side one week in advance of each meeting. The topics to be discussed at the meeting shall not be restricted to those set forth on the agenda.

This committee is not intended to replace the Standing Committee and the grievance and arbitration procedure(s) set forth in Article XV of the parties' collective bargaining agreement.

Sincerely,

January 27, 2006

Mr. Gerald Minkkinen  
Executive Director  
Newspaper Guild #71  
36 S. Wabash Avenue  
Suite 1400  
Chicago, IL 60603

Dear Mr. Minkkinen:

At our meeting last Monday afternoon, I promised to provide you and your Committee with a written recap of our discussion. As you know the Chicago Sun-Times News Group ("STNG") is embarking on a new venture.

The STNG wire will provide news tips, items and "daybook" entries for a variety of external clients, including Chicago's major TV and news – radio operations.

Like the City News Service of old, it will be primarily a tip service on "cops and courts," serving as a base for further coverage by the client outlets. And it will provide a daily calendar briefing on the major events, both public and private, that will be taking place in the Chicago area.

Our proposed contract with the clients provides for a term of one-year, to begin around the middle of Feb. 2006. If we fail to provide any of our clients with the information we have promised them they have the right to opt out of this contract by giving us 30 days' notice.

This new venture will be produced by a handful of new staffers, both full- and part-time, who will be dedicated to this service. They will be aided by the Sun-Times reporting and editing staff as needed.

These new Editorial Assistants will be members of the Newspaper Guild and will be covered by our Collective Bargaining Agreement. They will be classified in Group 6. They will be located together in the middle of the 9<sup>th</sup> floor newsroom.

The editor of the STNG Wire will be an exempt position. (By the way, Jeff Mayes, formerly from the Post-Tribune, has recently accepted this position.)

Jeff's job description, as STNG editor, is as follows:

1. The editor will manage and direct the Sun-Times News Group Wire Service, which will have 7-10 employees (four full-time and a pool of part-timers). That wire will provide running news to a host of external media clients. The editor will hire and directly supervise and schedule those employees. The editor will also serve as a liaison with the rest of the Sun-Times newsroom.

2. The editor will manage the internal “wire” of the entire news group. This wire will organize a daily pool of stories generated by all the sister papers and provide them for use to all members of the news group. He/she will be the central contact for all the papers in the use of this wire. The editor will monitor development and placement of the stories. The editor will neither assign the stories nor serve as primary editor. The editing of the individual stories will be completed by the originating papers.
  
3. The editor will monitor all news from the news group and work to get stories from the group placed immediately on the appropriate website(s).

The STNG editor will report to the Managing Editor of the Sun-Times (with additional reporting to the VP of New Media for business side issues).

The STNG editor will be responsible for his department budget and for hiring, firing, discipline and scheduling.

The STNG editor, he/she will perform other duties related to the editing and management of the Chicago Sun-Times as assigned by his supervisor from time to time.

I also raised using the “Round Table” Committee to deal with my future questions, suggestions, issues or concerns that may be raised by either party as we move forward with this new venture.

Gerry, I believe I have captured most of the important points of our discussion. I also want to take the opportunity to thank you and your committee for your offer of cooperation in moving forward with this venture. It is important to both of us that this gets off on the right track as soon as possible.

Sincerely,

Ted Rilea  
Vice President of Labor Relations

TR/lr

c.c. John Barron, Bob Mazzone, Michael Davenport

February 13, 2020

Mr. Craig Rosenbaum  
Executive Director  
Chicago News Guild  
30 North Dearborn Street, Suite 1000  
Chicago, Illinois 60602

Dear Mr. Rosenbaum,

During the 2019-2020 negotiations, the parties agreed that the Chicago Sun-Times Political Editor position, currently held by Scott Fornek, is exempt. However, the parties further agreed that Scott Fornek shall remain a member of the Chicago News Guild so long as he continues to serve as the Chicago Sun-Times Political Editor.

Sincerely,

Jon Rosenblatt  
Chicago Sun-Times

May 18, 2023

Mr. Craig Rosenbaum Executive  
Director Chicago News Guild  
30 North Dearborn Street, Suite 1000  
Chicago, Illinois 60602

Dear Mr. Rosenbaum:

CSTM and the Union are both committed to the success of the CSTM-CPM collaboration and its public mission. Based on those discussions, and subject to the provisions of Article VI reflecting the parties agreement on work assignments, CPM and the Union agree as follows:

1. Layoffs. For purposes of clarity, the no lay-off protection in Article VI, subsection (b)(iii) does not apply to layoffs under Article XVII of this Agreement that are not a direct result of Article VI, subsections (b)(i) and (ii). Nor does it preclude any other dismissals pursuant to Article XVII of this Agreement.
2. Unit Position Minimum. CSTM's stated intention for the CPM collaboration is growth not contraction. Therefore, CSTM agrees that:
  - a. The number of regular full-time employees in the bargaining unit will not fall below eighty (80) unit employees as a direct result of any CPM collaboration.
  - b. If CSTM lays off bargaining unit employees under Article XVII not as a direct result of the CPM collaboration, or an Employee voluntarily resigns, the unit position minimum of eighty (80) will be reduced by the number of such headcount reductions. However, CSTM agrees that the total number of bargaining unit positions will not drop below 60 as a direct result of attrition caused by voluntary departures or terminations for cause.
  - c. In determining compliance with this paragraph 2, the number of bargaining unit positions will include the actual number of employees on the payroll plus any open positions that CSTM is actively seeking to fill as long as such positions have not been vacant for more than six (6) months.

Sincerely,

Jon Rosenblatt  
Chicago Sun-Times

May 18, 2023

Mr. Craig Rosenbaum  
Executive Director Chicago News  
Guild  
30 North Dearborn Street, Suite 1000  
Chicago, Illinois 60602

Dear Mr. Rosenbaum:

The parties have acknowledged and agreed that the Company has the right to establish new policies and standards of conduct that do not conflict with the CBA, and modify or rescind existing policies and standards of conduct. The Company will provide the Guild with advance notice of any new policy or standard of conduct, or change to any existing policy or standard of conduct, materially affecting bargaining unit employees and, upon request, the Sun-Times and the Guild will bargain in good faith over such policy or standard of conduct on the bargaining unit for a period of thirty (30) calendar days from the date of notice to the Guild. If after bargaining in good faith, the Company and the Guild are unable to reach an agreement on the new or changed policy or standard of conduct by the end of the thirty-day notice period (which may be extended by mutual agreement), the Company has the right to implement its final proposal without further bargaining or arbitration with the Guild over the terms or implementation of the policy or standard of conduct.

However, nothing prevents the Guild from using the grievance and arbitration procedure to challenge a violation of any notice obligations (including whether the Company bargained in good faith) or the application of a new or changed policy or standard of conduct to an individual employee in a particular instance. The arbitrator has jurisdiction to decide if the Employer bargained in good faith with the Guild. In the event the arbitrator decides that the Employer did not bargain in good faith then the arbitrator has the authority to rescind the policy or standard of conduct (with respect to the bargaining unit) and issue any other remedy the arbitrator deems appropriate related to implementation of the applicable policy or standard of conduct.

Sincerely,

Jon Rosenblatt  
Chicago Sun-Times

May 18, 2023

Mr. Craig Rosenbaum  
Executive Director Chicago News Guild  
30 North Dearborn Street, Suite 1000  
Chicago, Illinois 60602

Dear Mr. Rosenbaum:

The criteria set forth in Appendix B shall be used in an assessment of Employees' skills and accomplishments in accordance with Article V, Section 3.

There shall be no changes to these criteria without mutual consent for the duration of this contract. If the Company wishes to change said criteria during the duration of the contract, a task force consisting of no more than three (3) bargaining unit members and three (3) management representatives shall be formed to discuss the matter. If a majority of the task force does not agree to the proposed change, the criteria will remain unchanged.

Sincerely,

Jon Rosenblatt  
Chicago Sun-Times