

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Guild Recognition	1
2	No Discrimination	2
3	To Whom Applicable	2
4	Guild and Agency Shop	5
5	Check-Off	6
6	Information to the Union	7
7	Hours of Work	7
8	Overtime	9
9	Overnight Assignments	9/10
10	Maintenance of Differentials	10
11	Minimum Wages	10
12	General Wage Provisions	16
13	Furloughs	17
14	Insurance	18
15	Expenses	18
16	Holidays	18
17	Personal Days	19
18	Bereavement Leave	19
19	Jury Duty Leave	20
20	Voting Time Leave	20
21	Vacations	20
22	Sick Leave Pay	21
23	Severance Pay	24
24	Health and Welfare Fund	26
25	401 (K) Pension Plan	26
26	Job Posting and Bidding	27
27	Security	28
28	Reductions in Force	29
29	Part Time and Temporary Employees	32
30	Leave of Absence	34
31	Leave for United States Service	35
32	Health and Safety	36
33	No Strike/No Lockout	37
34	Transfers	37
35	Employee Integrity and Privilege Against Disclosure	37
36	Outside Work	38
37	Bulletin Boards	38
38	Syndication	39
39	Grievance Procedure	39
40	Arbitration	39
41	Seniority	39

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
42	Advertising Sales Employees	40
43	Joint Sustainability Committee	44
44	Management Rights	44
45	Separability	44
46	Duration	44
Side Letter 1	First Year No Involuntary Layoffs Agreement	
Side Letter 2	Creation of Profit Sharing Plan Agreement	
Side Letter 3	Reduced Work Week - 4 Day Work Week Agreement	
Side Letter 4	Withdrawal of Parking Unfair Labor Practice Charge and Arbitration Case Agreement	
Side Letter 5	Implementation of Performance Management Systems Agreement	
Side Letter 6	Company Guarantee to not discontinue print of Inquirer and Daily News on current schedules as of date of Agreement	

Collective Bargaining Agreement

between

Philadelphia Media Network Newspapers, LLC
and

The Newspaper Guild
of Greater Philadelphia



Sector of Communications Workers of America

TNG Local 38010 AFL-CIO, CLC



Effective February 8, 2013 through February 8, 2015

February 8, 2013

Preamble

We, The Newspaper Guild-Communications Workers of America Local 38010, believing that as an integral part of society we are entitled to an equitable share in the products of our labor, and realizing that our welfare can best be protected and advanced through the united effort of all workers, do, through this collective bargaining agreement, seek to form a more perfect means of securing for ourselves and labor generally full advantage of the inherent rights and dignities which our institutions were ordained to preserve.

In Solidarity,

The 2013 TNG-CWA Local 38010 Executive Committee:

Howard Gensler, President
Eric Chum, Treasurer
Dan Rodgers, Secretary
Diane Mastrull, Unit Chairperson
Regina Medina, Unit Vice Chairperson
John Robinson, Unit Vice Chairperson
Cynthia Burton, 1st Vice President
Madeline O'Brien, Vice President
Melaney Burney, Vice President
Matt Mullin, Vice President
Vernon Clark, Representative Assembly Chairperson

Bill Ross, Executive Director

The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010, AFL-CIO, CLC

1329 Buttonwood Street
Philadelphia, PA 19123
www.local-10.com

(215) 928-0118 (800) 446-9825
Fax: (215) 928-9177

This Agreement, by and between Philadelphia Media Network Newspapers, publisher of The Philadelphia Inquirer and The Philadelphia Daily News, (hereinafter referred to as the "Employer"), and the Newspaper Guild /CWA Local 38010, (hereinafter referred to as the "Guild"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement, shall be valid and binding effective February 8, 2013 and expires on February 8, 2015.

ARTICLE I - GUILD RECOGNITION

1.1 During the term of this contract, and any extension thereof, the Employer will recognize and deal with the Guild as the exclusive bargaining agent for purposes of collective bargaining concerning rates of pay, wages, hours of employment and other conditions of employment, and for the purposes of adjusting grievances for all employees covered by this contract.

1.2 The Employer will not enter into any agreement inconsistent with the provisions of this contract with any individual employee, or group of employees, affecting the conditions or terms of employment of said employee or group of employees.

1.3 Should the legal structure of Philadelphia Media Network Newspapers, publisher of The Philadelphia Inquirer and Philadelphia Daily News, be changed in such a fashion as to make the language of the Preamble of this agreement inappropriate, the contract will nevertheless be binding upon both parties during its term, as if there were no change.

1.4 The Employer reserves the right to assign bargaining unit employees in The Inquirer and Daily News Editorial departments to engage in or produce work for New Media, including but not limited to any written product or graphic rendering, as well as any audio, video, electronic or photographic recording, whether the individual makes the recording or is recorded themselves, regardless of the medium through which the Employer chooses to distribute the work product.

1.5 In view of the Employer's efforts to explore new ways to expand beyond the traditional newspaper and of the Guild's desire to participate in the process, the parties further agree to the following with respect to work assignment beyond the traditional print newspaper medium (i.e. New Media, which includes on line):

- (a) Bargaining unit employees assigned to New Media work will receive all protections and provisions of the Collective Bargaining Agreement which cover work done for the traditional print products; except for Philly.com employees which shall be governed by the Philly.com agreement between the Employer and the Guild. Guild jurisdiction over New Media work assignments (including online) shall be non-exclusive.
- (b) The Employer will provide adequate training in the New Media as required by the circumstances of working in the New Media, including training in the technical, performance and legal aspects of audio and visual media.
- (c) The Employer will ensure that all bargaining unit employees assigned to New Media work will be given sufficient time for training and adjustment. The Employer will consider employee requests for additional training on New Media functions.
- (d) The parties will develop a Labor Management Committee that will meet at least quarterly to provide a forum for continuing communication on the changes to the traditional newsgathering and reporting functions produced by New Media.

- (e) A bargaining unit employee working on a story, article or other assignment shall work collaboratively with his/her editor to decide whether an interview or other newsgathering will be recorded and, if so, the recording method, and whether any newsgathering material shall be made available to the public. However, final decisions on reporting, coverage and publication issues will continue to be made by the editor.
- (f) The Guild recognizes the right of the Employer to utilize individuals who are not employed by the Employer to perform New Media work, including but not limited to individuals employed by Employer affiliates, individuals employed by another employer and independent contractors.
- (g) The parties agree that the Employer departments represented by the Guild at the time of the execution of this Agreement are listed in Article 3 herein. The Guild will not use the work assignments resulting from this Article 1 as a means to attempt to represent or claim jurisdiction over any individuals performing New Media work, including but not limited to Employer affiliates, through any means such as unit clarification procedures or contract grievance procedures. Nothing in this paragraph limits the Guild's right to organize.
- (h) Except as limited above, the Employer reserves its right to determine who shall perform New Media work, where and when the work shall be performed and the equipment, method, manner and means by which the work is performed.
- (i) In the event the Employer reestablishes the Online Service Department, the Guild will have jurisdiction over bargaining unit work performed by the Employer's employees in that department.

ARTICLE 2 - NO DISCRIMINATION

- 2.1 There shall be no dismissal of, nor any discrimination against, any employee because of his/her membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, sexual preference, marital or parental status, or irrelevant physical or mental disability.
- 2.2 The Employer shall continue to hire employees without regard to age, sex, race, creed, color, national origin, sexual preference, marital or parental status, or irrelevant physical or mental disability.

ARTICLE 3 - TO WHOM APPLICABLE

3.1 The provisions set forth in this contract shall apply to all present and future employees of the Inquirer Editorial Department, Daily News Editorial Department, Inquirer Advertising Department, Daily News Advertising Department, Accounting Department, Computer Operations Department, Ad Production Service, Art Department, Purchasing Department, Inside Circulation Department, Telephone Operators, Inquirer-Daily News Circulation Promotion Department, Daily News Advertising Promotion Department, New Ventures Department and all present and future subdivisions of or additions to such departments, as well as any other new department or sub-division of a new department which may be created to do the work being performed at the date of execution of this Agreement by any of the foregoing departments. For the purpose of this contract, these departments shall consist of the following employees therein:

- (a) Editorial Departments:

Inquirer: Those employees who are primarily engaged in the gathering, writing or editing of news, such as but not limited to, editorial writers, all reporters (including financial, political, drama, movie, sports and society writers and columnists), rewrite persons, copyreaders, makeup persons, cartoonists, artists, photographers, photoprinters, information service employees, Action Line Researchers, employees engaged in work on the Sunday section, library employees and clerks, copypersons and secretaries or stenographers; but shall not include forty (40) exempt job titles. The list of forty (40) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

Daily News: Those employees who are primarily engaged in the gathering, writing or editing of news, such as but not limited to, editorial writers, all reporters (including financial, political, drama, movie, sports and society writers and columnists), rewrite persons, copyreaders, makeup persons, cartoonists, artists, photographers, photoprinters, information service employees, Action Line Researchers, employees engaged in work on the Sunday section, library employees and clerks, copypersons and secretaries or stenographers; but shall not include twelve (12) exempt job titles. The list of twelve (12) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(b) Philadelphia Media Network Newspapers Advertising Department: All employees except for twenty-five (25) exempt job titles. The list of twenty-five (25) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(c) Art Department: All employees (including Statmaster Operators and Maskers), except the Ad Art/Production Manager.

(d) Accounting Department: All employees except for twelve (12) exempt job titles. The list of twelve (12) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(e) Ad Production Service: All employees except the Head of the Department.

(f) Inside Circulation: All employees except for twenty (20) exempt job titles. The list of twenty (20) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(g) Library: All employees except the Library Manager.

(h) Inquirer-Daily News Circulation Promotion Department and Daily News Advertising Promotion Department: All employees except the Promotion Director.

(i) Purchasing Department: All employees except the Purchasing Manager.

(j) Telephone Operators: All telephone operators including the Supervisor.

(k) Computer Operations Department: All employees except the Head of the Department.

3.2 Work of the kinds presently or normally done by employees to whom this contract applies shall be done only by such employees. This paragraph shall not apply in the following circumstances:

- i. Work done by employees exempted from the provisions of this contract under Article 3 hereof who actually perform the executive and supervisory duties typical of the positions described by said job titles;
- ii. Material purchased or used from recognized regional, state, national or international syndicates, bureaus or services;
- iii. Work performed by independent contractors (freelancers, correspondents and stringers). The Company agrees that an independent contractor is someone who meets the tests of an independent contractor using the factors relied upon by the National Labor Relations Board for determining independent contractor status for such workers, and
- iv. Copy, graphics, or photography obtained from affiliated publications or services, including online; and,
- v. Advertisements sold, including related billing, by affiliated publications or enterprises (including online services) or through networks or independent agencies, including under cross-sell sales arrangements.

In the event of a conflict between these exceptions to Guild jurisdiction and other existing agreements or practices of the parties that could be interpreted as limiting these exceptions, these express jurisdictional exceptions shall prevail.

Work performed by a news agency or syndicate operated by the Employer would fall within Guild jurisdiction provided the work is performed by employees of the news agency or syndicate actually operated by the Employer. Work performed by independent contractors for a Philadelphia Media Network Newspapers operated news agency or syndicate would be excluded from Guild jurisdiction.

Independent contractors and freelancers not covered by this Agreement may be utilized when the Employer, in its sole discretion, determines coverage is required in the best interest of the business. The Employer agrees that an independent contractor and freelancer is someone who meets the tests of an independent contractor using the factors relied upon by the National Labor Relations for determining independent contractor status for such workers.

3.3 New Equipment: Notice will be given to the Union of any major equipment or process change at least 90 days prior to implementation if a reduction in force is anticipated affecting regular employees. In addition, the employer will provide training assistance to any regular employee displaced after the operation of Article 28. Where practicable, such training will be provided to develop skills required for other classifications covered by this contract.

3.4 The Employer recognizes the Union as the exclusive bargaining agent for all the Employer's Guild employees at any plant(s) printing newspapers (including supplements) published or produced by the Employer.

3.5 The Employer has the right to enter into internship programs with educational institutions. The terms of those programs will be consistent with the terms required by the university programs. During any seasonal semester (Fall or Spring), the Daily News will not have more than 8 student interns and the Inquirer will not have more than 12 student interns. In the event interns are taken from a University on a trimester program, the Employer and the Guild will meet to discuss how to accommodate those interns under the above numerical limitations.

3.6 Nothing herein prohibits the Employer's right to combine all or part of any function that is performed separately in each newsroom. When the Employer combines those functions, it will identify whether the combined function will be operated out of one of the two newsrooms, operated jointly between the two newsrooms, or operated independently of either newsroom under the Guild's jurisdiction. In any of the foregoing structures, the Employer will select the individuals who will perform their duties in the combined area in a manner consistent with Article 28. When the Employer decides to combine a newsroom function, the Employer will provide the Guild with 30 days written notice prior to creating the combined function. During that 30-day period, the Employer will meet with the Guild and discuss the decision to combine the specified functions. In the event that the combination will result in a layoff, the notice period will be 45 days, rather than 30 days.

3.7 The Unit Chairperson of the Guild and his/her successor shall, where practicable, be granted choice of shift and days off.

ARTICLE 4 - GUILD AND AGENCY SHOP

4.1 The Employer agrees that it will not, without the written consent of the Guild, employ or retain as an employee, any person covered by this contract unless he/she is a member in good standing of the Guild, or becomes a member within 30 days after beginning employment and remains a member in good standing. The Guild agrees that it will admit to membership and retain in good standing any such employee who complies with the constitution and by-laws of the Guild, provided he/she shall not have been previously expelled or suspended from any unit of the Newspaper Guild.

The Employer shall not be required to discharge any employee because of his/her failure to become or remain a member of the Guild, except for such reasons as are lawful under the Labor-Management Relations Act of 1947, until repeal, amendment or declaration of invalidity thereof.

It is the Guild's practice, two weeks prior to making such request, to send notice to a delinquent member of the Guild's intention to request the Employer to dismiss such member. The Guild will in every instance send to the employer a copy of such notice simultaneously with its transmission to the Employee.

(Note: The interpretation of the Guild Shop Clause as set forth in the minutes of the negotiating committee of October 17, 1940, and which shall constitute a clarification of the Guild Shop Clause is:

"The Guild could bar an employee from membership who is under expulsion or suspension from the Guild or a person who had never been a member but who had worked on a paper during a Guild strike, but the Guild could not refuse to accept into its membership a person who had been a bona fide executive on a paper during the time the Guild engaged in a strike against that paper."

ARTICLE 5 - CHECK-OFF

5.1 When so authorized by the individual employee, in writing, the Employer agrees to deduct weekly from the salary or wages due each employee (including part-time employees or space writers paid by voucher who are members of the Guild and who have signed such authorization) the amount which the Guild shall by written notice certify to the Employer as due from such employee on account of membership dues and/or assessments owing to the Guild by said employee, and within eight days thereafter to transmit said amount or amounts to the Treasurer of the Guild. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The form of the check-off authorization shall be as follows:

"I hereby assign to the Guild, in payment of my membership dues thereto, as from time to time established by the Constitution of The Newspaper Guild and by-laws of the Guild, a portion of such sums hereafter payable to me as salary by the Employer during each month after the date hereof, equal to said membership dues for said month, and I hereby authorize said Employer in accordance with any applicable collective bargaining agreement between the Guild and the Employer each month to deduct the said amount from the salary payable to me by the Employer and to transmit the same to the Guild.

I intend to be legally bound by this assignment which shall be irrevocable for the period of one year from the date hereof, or for the period from the date hereof until the termination date of said applicable agreement, whichever occurs sooner. Should I not give to the Guild and to the Employer notice in writing (not less than five or more than fourteen days before any anniversary date hereof or before the termination date of any applicable collective bargaining agreement, whichever occurs sooner) of my desire to revoke this assignment, on such anniversary date or on such termination date, then this assignment is to remain irrevocable until the next such anniversary date or termination date, as the case may be, whichever occurs sooner."

Date _____ (date must be entered)
Month Day Year

Name (Print) _____

Name (Signature) _____

Address _____
Number, Street or Avenue Zone City or Town

ARTICLE 6 - INFORMATION TO THE UNION

6.1 The Employer agrees to notify the Guild in writing of any person who is discharged from, or resigns from, any covered department, and will notify the Guild in writing of any person hired or transferred into any covered department within fourteen (14) days of each action. The notification will state the position and salary of the person, and whether the person is regular, part-time or temporary. In the cases of hiring and transfers, the notice will include the classification, experience, salary, age, sex, minority group, social security number and effective date. The Employer also agrees to notify the Guild of merit and step-up increases, and the effective dates. The Guild will maintain the confidentiality of the information furnished by the Employer pursuant to this Article 6.

ARTICLE 7 - HOURS OF WORK

7.1 Except as noted hereinafter, the regular work week for full-time employees shall be five consecutive days of eight (8) hours, falling within nine (9) consecutive hours. Every employee shall have the right to take one (1) hour unpaid each day for lunch but the lunch hour shall not be included in figuring the hours of work.

7.2 Subject to mutual agreement between the employee and the Employer, work schedules may be arranged for full-time employees to provide for shifts greater or lesser than eight (8) consecutive hours, excluding lunch, so long as the work week does not exceed forty (40) hours, or more than five (5) consecutive days.

The Guild will be notified in writing thirty (30) days in advance of the proposed date of implementation of any such agreement. If the Guild believes the modified work schedule is in violation of the Collective Bargaining Agreement, it must respond in writing within ten (10) working days, specifically listing the contract provision(s) it believes was violated. Such agreements will list the days of work and the hours of work each day. Employees will receive overtime pay, for all hours actually worked in excess of forty (40) hours in a workweek, in accordance with Article 8 of this Agreement. The employee and the employer may terminate such agreement provided for in this Article with thirty (30) days written notice to the other party.

7.3 Except as noted hereinafter, every employee shall be notified of any change of his/her work schedule not later than fourteen days prior to the week (Sunday through Saturday) to be covered by such schedule.

7.4 Turnaround: Except as noted hereinafter, there shall be at least twelve (12) hours between the end of the employee's regular working hours on one day and the beginning of the regular work hours on the next day. If the next work day follows one of the employee's days off, there shall be a break of at least thirty-two (32) hours. If the next day follows the employee's two days off, there shall be a break of at least fifty-six (56) hours.

7.5 Editorial Departments:

(a) Daily News: This Article 7 will not apply to the sports columnists and the writer regularly assigned to cover baseball, who shall work on flexible schedules suitable for their assignments, provided that they shall not work more than forty (40) hours in a calendar week, without overtime compensation.

Articles 7.2 and 7.3 of this Agreement shall not apply to other Daily News sports writers, regularly assigned to cover major sporting events, who so consent in writing.

The terms "sports columnists" and "the writer regularly assigned to cover baseball" shall include the successors of the sports columnists and of the writer regularly assigned to cover baseball, but not their temporary substitutes.

The Daily News may employ no more than three (3) part-time Guild-covered desk assistants, two (2) on the copy desk, one (1) on the city desk, each of whom may work no more than two (2) shifts or fifteen (15) hours per week.

(b) Inquirer: This Article 7 will not apply to the financial editor, political editors, regular political columnist, regular legislative writers, regular baseball writers, correspondents resident and working outside of Philadelphia, or to any such employee who, in the opinion of the Guild and the Employer, is doing such highly skilled or specialized work that it cannot reasonably be performed by a temporary substitute.

7.6 The employees of the Editorial departments excluded from the provisions of Article 7.1 will receive an additional week of paid vacation annually, and any employee earning less than \$1,040.00 above the current minimum, who is required to work a regular six-day week, will receive an extra day's pay at the regular, not overtime, rate for the sixth day's work, regardless of the length of the employee's vacation.

7.7 Advertising Department: The regular working hours for full-time employees, except those who regularly, out of town, solicit resort, travel, transportation and school and college ads, shall be 8 hours for each of the first five days of the week, and five consecutive hours for Saturday.

7.8 Accounting Department, Inside Circulation Department and Promotion Department, and Purchasing Department: The regular working hours for full-time employees shall be 8 consecutive hours for each of the first five days of the week, and 4½ hours on Saturday.

7.9 Ad Production, Art Department, Computer Operations Department, Home Delivery Communications Center, and Telephone Operators: Without the employee's written consent, Article 7.1 will not apply to employees of the Computer Operations Department on the payroll as of November 13, 1971; otherwise such employees' hours shall be governed by Article 7.7. For the Home Delivery Communications Center, a sub-division of Inside Circulation, Article 7.1 will not apply to those employees on the payroll as of October 26, 1970, without their consent; otherwise, such employees' hours shall be governed by Article 7.7.

ARTICLE 8 - OVERTIME

8.1 The Employer may require an employee to work overtime, and the employee will receive overtime pay, at the rate of time and one-half, except as noted otherwise. All hours worked, including overtime will be paid in fifteen (15) minute increments. Overtime shall be earned only on hours actually worked in excess of forty (40) in a week. Overtime shall be paid for all hours actually worked during the seventh consecutive day of work in any given workweek, even if the total hours worked in that workweek is less than forty (40).

The Employer will reimburse an employee working overtime for any prepaid non-refundable travel, or lodging and/or entertainment expenses of \$25.00 or more lost by the employee or his/her family as a result of the overtime assignment. The employee seeking reimbursement must notify the Employer of the conflict at the time the assignment is made and must present documentation of the loss.

These overtime provisions shall not apply to Outside Advertising Department Sales employees who are overtime exempt under applicable federal or state wage and hours laws. When such advertising employees are required to work beyond their normal hours, the Employer shall, subject to the needs of the business, attempt to accommodate requests for schedule flexibility. The Employer will not arbitrarily or capriciously deny such requests.

8.2 Callback Pay: Any employee required to work after completion of the work day, and after leaving the Employer's building, or the place where the employee's duties are performed, will receive, an extra hour's pay, at time and one-half, plus travel time to and from the place at which the employee is required to work, also at the overtime rate.

8.3 In the Inside Circulation Department, the Promotion Department, the Computer Operations Department, the Accounting Department, the Advertising Department, the Art Department, the Ad Production Department, the Purchasing Department and the Telephone Operators Department, there is a regular schedule of hours and no change may be made for the purpose of avoiding the payment of overtime. Any temporary change made merely for the convenience of the Employer shall entitle the affected employees to the payment of overtime for all hours actually worked over forty (40) in a workweek. The Employer has the right, however, to make such changes in scheduled hours during the year as has been customary in the past or to make permanent changes or to institute recurring changes required in the operation of the business, or to meet emergencies of such duration and magnitude as are not merely temporary in nature.

8.4 The Employer shall keep a record of all overtime worked. Copies of this record will be given to the Guild upon request.

ARTICLE 9 - OVERNIGHT ASSIGNMENTS

9.1 In accordance with state and federal law, any employee, whose job duties require sleeping away from home for one or more nights, will receive, for all overtime worked on the assignment, including travel time, pay at the overtime rate.

Any employee who chooses not to accept such assignments shall notify the Employer on a quarterly basis by January 1, April 1, July 1 and October 1. An employee shall not be penalized for his/her decision.

9.2 The provisions of Article 9.1 will not apply to Company-paid seminars and other paid educational processes, provided that the employee's participation is wholly voluntary.

ARTICLE 10 - MAINTENANCE OF DIFFERENTIALS

10.1 Higher Classification Work: Any employee working in a higher classification shall receive at least the minimum in the higher classification next greater than his/her salary. If such employee works twenty-two and one-half (22 1/2) hours or more, in such higher classification, such employee shall receive the higher rate for the full working week.

10.2 Except as provided for in this Agreement, the Employer will not reduce the salary or wages of any employee during the life of this Agreement. Nor shall any employee be compensated on a space rate basis, nor shall any present or future employee be compensated on a commission basis, except as is permitted under this Agreement.

10.3 When a present employee fills a temporary vacancy in the Outside Sales staff, such employee will receive at least \$75.00 per week over the employee's current weekly rate, or the experience level increase, whichever amount is higher, for the duration of the assignment. It is further understood that all time spent working the Outside Sales position shall be included in determining experience credit.

10.4 Added Responsibility: Except in the Inquirer Newsroom and the Daily News Newsroom, whenever an employee covered by this Agreement is assigned to perform the work of a department head, assistant department head, section head or assistant section head, he/she shall be paid, in addition to his/her regular weekly earnings, a differential of at least 15% above the top minimum of the employees under his/her direction. This Section 10.4 shall not apply to the employees in the Inquirer Newsroom and/or the employees in the Daily News Newsroom.

ARTICLE 11 - MINIMUM WAGES

11.1. All current Guild employees shall have their weekly wage rates reduced by 2.5% upon contract ratification.

11.2. Editorial Department weekly minimum wage rates shall be as follows:

Reporters, Artists, Photographers, Copy Editors, Make-up Persons, and Desk Assistants:
Inexperienced: 573.30

After 1 year:	664.07
After 2 years:	717.58
After 3 years:	840.91
After 4 years:	906.17
After 5 years:	968.28
After 6 years:	1,046.24
After 7 years:	1,098.83
After 8 years:	1,194.38
After 9 years:	1, 273.01

Information Service Employees:

Inexperienced	698.16
After 1 year	709.71
After 2 years	722.46
After 3 years	842.04
After 4 years	962.11

Library Assistants:

Inexperienced	696.27
After 1 year	699.66
After 2 years	709.71
After 3 years	746.34
After 4 years	830.71
After 5 years	851.49

Library Classifiers:

Inexperienced	729.65
After 1 year	741.22
After 2 years	785.84
After 3 years	873.55
After 4 years	1,002.09

Section 3. Advertising Departments weekly minimum wage rates shall be as follows:

Outside Advertising Salespersons, Make-up Persons; Layout Persons:

Inexperienced	828.45
After 1 year	906.17
After 2 years	968.16
After 3 years	1,050.40
After 4 years	1,273.01

Inside Telephone Sales Representatives:

Inexperienced	857.23
After 1 year	864.55

After 2 years	892.76
After 3 years	947.12
After 4 years	997.17

Section 4. Art Department weekly minimum wage rates shall be as follows:

Artists and Graphic Artists:

Inexperienced	729.35
After 1 year	811.59
After 2 years	842.04
After 3 years	937.00
After 4 years	1,043.98
After 5 years	1,273.01

Graphics Technician:

Inexperienced	828.45
After 1 year	845.07
After 2 years	915.23
After 3 years	1,005.89
After 4 years	1,050.02
After 5 years	1,273.01

Maskers:

Inexperienced	701.17
After 1 year	741.24
After 2 years	722.93
After 3 years	752.75

Statmaster Operators:

Inexperienced	742.04
After 1 year	820.29
After 2 years	836.37
After 3 years	856.01
After 4 years	950.52

Section 5. Miscellaneous weekly minimum wage rates shall be as follows:

Creative Serviceperson:

Inexperienced	729.35
After 1 year	746.34
After 2 years	825.80
After 3 years	856.01
After 4 years	1,053.05

School Circulation Representative:

Inexperienced	811.59
---------------	--------

After 1 year	837.51
After 2 years	856.01
After 3 years	1,002.49
After 4 years	1,053.05

Promotion Assistants:

Inexperienced:	804.56
After 1 year	828.83
After 2 years	883.70
After 3 years	1,005.89
After 4 years	1,050.02
After 5 years	1,273.01

Section 6. Office Force in All Departments weekly minimum wage rates shall be as follows:

GROUP I:

Inexperienced	687.20
After 1 year	690.98
After 2 years	698.16
After 3 years	706.09

GROUP II: Office Person; Copyperson; Messenger;

Inexperienced	690.22
After 1 year	698.16
After 2 years	706.09
After 3 years	713.65

GROUP III: File Clerk, P. O. Clerk; Stockroom and Receiving Clerk; Mail Desk Clerk No. 1:

Inexperienced	694.77
After 1 year	700.05
After 2 years	707.98
After 3 years	715.52
After 4 years	726.86

GROUP IV: Driving Messenger; Typist; Circulation General Office Clerks; Ad Dispatch Checker;

Inexperienced	700.05
After 1 years	706.46
After 2 years	712.51
After 3 years	723.46
After 4 years	732.90

GROUP V: Board and Cut Room Clerks:

Inexperienced	705.71
After 1 year	711.74
After 2 years	718.55
After 3 years	730.26
After 4 years	742.79

GROUP VI: Advertising General Office Clerks; Promotion Clerks; Key punch Operator;

Inexperienced	711.00
After 1 year	717.80
After 2 years	727.99
After 3 years	739.78
After 4 years	752.23

GROUP VII: Front Counter Clerks; Ad Disp.; Dispatcher Concourse; Garage Clerks; HDCC Clerks; HDCC Radio Dispatchers; Purchasing Clerks; Newsprint Clerks;

Inexperienced	716.28
After 1 year	726.10
After 2 years	732.90
After 3 years	746.19
After 4 years	810.31

Employees hired after August 31, 2006 will be paid a weekly wage rate that is 70% of the "inexperienced" rate for **Group VII** employees. Employees hired at the 70% rate will receive negotiated increases that are 70% of the increases applied to the "inexperienced" Group VII wage rate. 70% employees will not receive experience increases.

GROUP VIII: Accounting Clerks; Telephone Operators;

Inexperienced	723.46
After 1 year	731.02
After 2 years	742.04
After 3 years	807.29
After 4 years	819.38

GROUP IX (a): Editorial Assistants;

Inexperienced	722.42
After 1 year	742.04
After 2 years	760.53
After 3 years	826.19

GROUP IX: Secretaries; Collectors; Advertising Display Control Clerks; Classified Advertising Control Clerks; Telecommunications Specialists; CAPP Unit Control Clerks; Payroll Clerks; Advertising Clerks; Associate Buyer;

Inexperienced	731.02
After 1 year	741.98
After 2 years	752.23
After 3 years	817.88
After 4 years	854.85

GROUP X: Circulation Galley Clerks; Transient & Monthly Adjustment Clerks:

Inexperienced	742.04
After 1 year	752.23
After 2 years	814.47
After 3 years	824.66
After 4 years	836.00

GROUP XI: Ad-Visors; Advertising Systems Order Entry Clerks:

Inexperienced	750.19
After 1 year	809.79
After 2 years	821.87
After 3 years	833.95
After 4 years	842.26

Note: When voluntary inbound advertising representatives make outbound calls to extend classified advertisements that were initially placed through the voluntary department, those representatives will be paid at the voluntary rate and will receive an additional amount consistent with a commission or bonus program for extending classified advertisements.

GROUP XII: Production Clerks; Head Death Notice Clerk:

Inexperienced	809.55
After 1 year	821.64
After 2 years	833.73
After 3 years	842.04
After 4 years	850.73

GROUP XIII: Accountant; IBM Programmers; Ad Censors; Buyer:

Inexperienced	821.64
After 1 year	831.84
After 2 years	839.77
After 3 years	849.22
After 4 years	856.77

GROUP XIV:

Inexperienced	842.99
After 1 year	853.19
After 2 years	908.64
After 3 years	918.09
After 4 years	925.65

GROUP XV: Computer Operators:

Inexperienced	869.15
After 1 year	886.29
After 2 years	934.79
After 3 years	944.25
After 4 years	951.80

Section 7. Commission Sales Representatives:

For each month of employment, each commission sales employee shall receive a minimum monthly draw against commission of 2,500 that will be forgiven. This draw will be paid in weekly increments. During this Agreement, the Employer will reduce all earned commission payments, including any draw against commission, by six percent (6%), up to a maximum total of \$163,000 in each year of this Agreement. The Employer will determine the structure of the commissions and any modifications thereto. Commission structures and any modifications thereto will not under any circumstances be subject to the grievance and arbitration process provided for herein.

ARTICLE 12 - GENERAL WAGE PROVISIONS

12.1 The Employer will pay all salaries or wages weekly. At the employee's option and where the arrangement can be made with the employee's financial institution, the Employer will provide for direct deposit of the employee's pay checks.

12.2 Experience means experience in comparable work. The Guild has 18 months from the date it is notified of an employee's employment to challenge the employee's experience rating. The Employer will consider all claims made within that period, and claims beyond that period will be considered waived. In the event of any dispute over an employee's experience rating, the parties will consider expedited arbitration under Article 40.2. The adjustment will become effective once the Employer has been made aware of the additional experience. The Employer will retroactively adjust the wages provided the union raises the claims within 90 days following the end of the employee's probationary period.

12.3 Flight Hazard Pay: A premium of five percent (5%) of an employee's weekly salary will be paid for each shift, including overtime, during which he/she is required to fly aboard a non-scheduled flight.

12.4 Number of Inexperienced Employees: No more than ten percent (10%) of the employees at any time in any department shall be persons with less than two (2) years' experience. For the purpose of the foregoing sentence, copypersons, office persons, Home Delivery Communications Center Clerks, and messengers shall not be included in calculating either the total number of employees or the number of inexperienced employees.

12.5 Employees no longer employed by the Employer shall be notified of the amount due them under this Article by letter to be mailed by registered mail by the Employer (a copy of each letter to be furnished to the Guild) to the last known address of such employee. Such letter is to

be signed jointly by the Employer and the Guild and shall notify each employee for payment of the amount due him/her within sixty (60) days after mailing of said letter, and that failure to make such application by the employee within the time specified may absolve the Employer from making such payment, unless good cause is shown for the application being delayed beyond sixty (60) days. Said sixty-day limitation shall not apply to employees who entered or were in the war service, as defined in Article 31, either prior to or during the sixty (60) days after the mailing of said letter.

12.6 The Employer will continue to provide a Flexible Spending Account (FSA) consistent with the applicable provisions of the Internal Revenue Code. The terms and conditions of the FSA shall be substantially the same as the plan offered to independent employees. To qualify, an employee must work at least twenty (20) hours weekly.

ARTICLE 13 - FURLOUGHS

13.1 Except for commission sales representatives, all full-time employees covered by this Agreement will be required to take a total of 10 unpaid furlough days each calendar year, and all part-time employees covered by this Agreement will be required to take a pro-rata share of 10 unpaid furlough days each calendar year. New hires will also be required to take a pro-rata share of 10 unpaid furlough days each calendar year based on date of hire. During unpaid furlough days employees shall not perform any work on behalf of the Employer. If an employee is called to work on any of their scheduled furlough days, the employee will receive pay at the straight time rate for all hours worked that day, and will be allowed to reschedule the missed unpaid furlough day for any time during that calendar year.

13.2 The normal furlough periods will be from January 1 to April 30 ("Furlough Period 1"), and, from September 1 to November 30 ("Furlough Period 2"). Each employee will schedule all unpaid furlough days during Furlough Period 1 and Furlough Period 2. An employee may, with the consent of the department head, take a total of 1 unpaid furlough day each calendar year outside of Furlough Period 1 or Furlough Period 2. Consent will not be withheld unless granting the employee's request would interfere with the usual operation of the employee's department. Certain departments may, on a department-wide but not individual basis, be exempt from scheduling all unpaid furlough days each year in Furlough Period 1 or Furlough Period 2, if in the Employer's discretion such flexibility is necessary for operation of the department.

13.3 All scheduling requests for furloughs during Furlough Period 1 must be submitted by September 15th of the year prior to when the furlough days will be taken. All scheduling requests for furloughs during Furlough Period 2 must be submitted by March 31st of the year during which the furlough days will be taken. Employee requests for scheduling furlough days shall be determined on the basis of seniority, for requests made prior to September 15th for Furlough Period 1 and March 31st for Furlough Period 2. The schedule of furlough days by seniority shall be posted by November 15th for Furlough Period 1, and April 30th for Furlough Period 2. All available furlough time not requested by September 15th for Furlough Period 1 and by March 31st for Furlough Period 2, shall be determined on the basis of the order in which requests are received.

ARTICLE 14 - INSURANCE

14.1 Riot Damage. The Employer shall at its own cost provide insurance for employees against loss of life and loss of (or loss of use of) eye or limb suffered as a result of an injury sustained in the course of their work in connection with riot, civil commotion, insurrection, crime or disaster. Such life insurance shall be in the principal sum of \$100,000.00, and such other insurance shall be in the usual proportional amount of said principal sum.

14.2 Insurance in the amount of \$100,000.00 will be provided by the Employer for reporters and photographers who are required in the course of their work to travel by airplane on other than a regularly-scheduled flight.

14.3 Travel-accident insurance coverage provided by the Employer will apply to employees covered by this agreement. Such coverage is not an addition to insurance coverage provided for elsewhere in this agreement.

14.4 Short-term Disability: In addition to what may be required by law, the Employer will maintain, at its own expense, a disability benefit for accidental injury or sickness. The policy will provide a weekly benefit of \$50.00, for a maximum of 13 weeks, for that period in which the individual is not entitled to sick pay benefits. The Employer may, for each week during which he pays sick pay to the employee, retain the weekly payment due under this insurance.

ARTICLE 15 - EXPENSES

15.1 Employees shall be entitled to all proper and reasonable expenses incurred in the course of their duties.

Mileage rate increases will be calculated at the rate of 1/2 cent per mile for each 5-cent increase in the cost of unleaded gasoline, based on a monthly reading of the Consumer Price Index of gasoline in the Philadelphia Market Region (base of \$ 1.215 per gallon). Conversely, if the price drops below each 5-cent increase above the base level, the mileage allowance will be reduced accordingly, but not below the base rate of \$.28 per mile.

Necessary working equipment shall be provided to employees at the Employer's expense.

ARTICLE 16 - HOLIDAYS

16.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day will be paid holidays. If a paid holiday falls on a Sunday, the following Monday will be considered as the holiday.

An employee will be permitted to be absent from work with pay on Rosh Hashana, Yom Kippur, Good Friday, and Martin Luther King Jr. Day, provided the employee has notified his/her immediate superior at least two (2) weeks in advance. The employee may be required to make up the absence by working on a regular day off or on one of the other holidays, as may be agreed on by the employee and superior.

16.2 All employees in the Editorial Departments shall, in addition to their regular days off, be free from work on three (3) of the paid holidays and shall receive four (4) additional days off in lieu of the other three (3) holidays without loss of pay.

16.3 All employees in all other departments will receive the six paid holidays, in addition to their regular days off, with these exceptions: Maskers, Statmaster Operators, the supervisor of Makeup, one advertising Makeup Person, and two clerks in the advertising departments; two clerks in the Accounting Department; the Assistant to the Head of Ad Production; two clerks and one messenger in Ad Production; two clerks in the Circulation Cashier's department; one Inside Circulation Galley Clerk; and two employees at the Mail Desk. All these employees may be required to work on not more than three of the six paid holidays. For each holiday worked, the employee may elect to take another day off (in addition to the employee's regular days off and normal vacation) or cash payment set forth in section 15.5. If the employee elects to take another day off, the day shall be granted during the calendar year.

16.4 If any of the paid holidays falls during an employee's vacation, or on an employee's regular day off, the employee will receive a compensating paid day off within thirty (30) days following the holiday.

16.5 If an employee is required to work upon a holiday, or upon a day on which the employee is entitled to be free from work for having worked upon a paid holiday, in addition to holiday pay, the employee will be paid, at the employee's then current regular rate of pay for all hours worked on the holiday. Holiday pay will not count toward overtime. Only hours actually worked will count toward overtime.

ARTICLE 17 - PERSONAL DAYS

17.1 Full-time employees on the payroll as of January 1 of any year will receive four paid personal days per year. Part-time employees on the payroll as of January 1 of any year will receive three paid personal days per year. The dates on which these personal days are taken will be mutually agreed upon between the employee and the department head. Employees shall designate prior to October 1 the dates for their personal days for the remainder of the calendar year. If an employee fails to make such designation by October 1, the Employer may assign the days to be taken within the calendar year.

ARTICLE 18 - BEREAVEMENT LEAVE

18.1 In the event of a death in the employee's immediate family, the employee will be given a reasonable amount of time off with pay. "Immediate family" is defined as parents, children, siblings, spouse, declared domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, guardians, step-parents, step-children, step-brothers, step-sisters, brothers-in-law, sisters-in-law, foster parents and relatives residing in the employee's household.

In special circumstances, consideration will be given for relatives not enumerated above.

ARTICLE 19 - JURY DUTY LEAVE

19.1 An employee summoned to jury duty shall be entitled to a leave of absence for the period of such duty and shall be paid for the period the difference between the employee's regular salary and the amount of money received for jury service. If a regular employee is scheduled to work on a Saturday and/or Sunday, the employee shall, for the period of jury duty, have Saturday and Sunday designated as regular days off.

The Employee may, for the purposes of this article, reschedule another employee to cover the vacated off days without regard to the limitations on schedule changes expressed elsewhere in this contract.

Night shift employees shall not be required to work on days called to jury duty.

ARTICLE 20 - VOTING TIME LEAVE

20.1 An employee required to work on Election Day during the hours the polls are open shall receive upon request and at a time convenient for the Employer, two hours off with pay to enable him/her to vote.

ARTICLE 21 - VACATIONS

21.1 Employees will receive each year paid vacations under the following schedule:

<i>Length of continuous service</i>	<i>Amount of vacation</i>
6 months.....	1 week
1 year	2 consecutive weeks
2 years	3 consecutive weeks
6 years	4 consecutive weeks
20 years	5 consecutive weeks

21.2 The Employee's total length of continuous service for this article will be the amount of years, effective on June 30, for the calendar year in which the vacation is allowed. Service is counted in any capacity at the Daily News, or Inquirer, under the present Employer and all predecessor employers of said publications.

21.3 The normal vacation period will be from April 1 to September 30, and, where practical, vacations will be scheduled between June 1 and September 30. An employee may, with the consent of the department head, take vacation leave at another time, or in two or three separate periods. Consent will not be withheld unless granting the employee's request would seriously or unreasonably interfere with the usual operation of the employee's department.

21.4 Employee requests for vacation time off shall be determined on the basis of seniority, for requests made prior to March 1. The schedule of vacations by seniority shall be posted by March 8. (All available vacation time not claimed by March 1, on the basis of seniority, shall be determined on the basis of the order in which requests are received.) If additional vacation weeks become available after March 1, the selection of these weeks shall also be by seniority.

ARTICLE 22 - SICK LEAVE PAY

22.1 An employee absent due to illness shall be entitled to sick pay during the illness, up to the limits in the following schedule:

(a) The number of 100% paid sick days will be six (6) during each year of this Agreement.

(b) Unused sick days cannot be carried over or banked from one calendar year to the next calendar year.

(c) Benefits to begin on the 1st day of absence.

(d) Conversion Option of 65% Sick Pay Entitlement to 100% Sick Pay Entitlement: The employee will receive six (6) 100% pay sick days per calendar year and then will begin to receive 65% pay. It is agreed that employees who has used all six (6) 100% sick pay days, but are continuously absent because of illness for more than three (3) weeks and have provided the required HIPAA release and attending physician documentation to the Employer's medical department may opt to convert 65% sick pay under the sick pay schedule to 100% sick pay days retroactive to the beginning of such absence. Notwithstanding the foregoing, converted 100% sick pay days may not be greater than the remaining duration of their disability per "The Medical Disability Advisor - The Industry Standard for Disability and Worker's Compensation Duration Guidelines" by Dr. Presley Reed. Any authorized but unused converted 100% sick pay days will be converted back to 65% sick pay days. After three (3) weeks of continuous absence because of an illness and upon receipt by the Employer of all required documentation, the employee will then receive restoration of 35% pay retroactive to the date 65% sick pay began. The Employer and the Guild agree that the determination of the number of allowable converted 100% sick pay days will be made by the Employer utilizing The Medical Disability Advisor - The Industry Standard for Disability and Worker's Compensation Duration Guidelines" by Dr. Presley Reed and such determination cannot be subject to the grievance or arbitration procedure.

(e) Successful Return to Work/Sick Pay Renewal: It is agreed that employees who exhaust their sick time entitlement either in a given calendar year or due to continuous absence due to an illness that extends from one service year into the next service year, must have a successful return to work 180 days in order for their full sick time to renew. If a new calendar year begins during the 180 day wait period for renewal of the full sick time benefit, the employee may be eligible for renewal of six (6) 100% paid sick days.

(f) Vacation time will not accrue during an employee's continuous absence due to an illness.

(g) Auto allowance provided pursuant to Article 15 will not be paid to a regular car user for any week that the employee has been absent for a full five (5) days.

(h) When an employee has been continuously absent because of an illness for more than twenty-six (26) weeks, the employee may then elect to terminate employment.

(i) When an employee has been continuously absent because of an illness for thirty-eight (38) weeks or more, the Employer may at that time elect to terminate such employee.

(j) If neither the employee nor the Employer elects to terminate employment, the employee shall, upon recovery from illness, be reinstated in his/her regular position.

Maximum benefit will be twenty-six (26) weeks of pay at 65% of the employee's regular straight time rate. The specific number of weeks an employee will receive will be based on the following chart:

Employed More Than:	And Less Than:	Amount:
A total of 6 months.....	1 year.....	2 weeks' pay
1 year.....	1 1/2 years.....	3 weeks' pay
1 1/2 years.....	2 years.....	4 weeks' pay
2 years.....	2 1/2 years.....	5 weeks' pay
2 1/2 years.....	3 years.....	6 weeks' pay
3 years.....	3 1/2 years.....	7 weeks' pay
3 1/2 years.....	4 years.....	8 weeks' pay
4 years.....	4 1/2 years.....	9 weeks' pay
4 1/2 years.....	5 years.....	10 weeks' pay
5 years.....	5 1/2 years.....	11 weeks' pay
5 1/2 years.....	6 years.....	14 weeks' pay
6 years.....	6 1/2 years.....	15 weeks' pay
6 1/2 years.....	7 years.....	17 weeks' pay
7 years.....	7 1/2 years.....	18 weeks' pay
7 1/2 years.....	8 years.....	19 weeks' pay
8 years.....	8 1/2 years.....	20 weeks' pay
8 1/2 years.....	9 years.....	21 weeks' pay
9 years.....	9 1/2 years.....	23 weeks' pay
9 1/2 years.....	10 years.....	25 weeks' pay
10 years or more.....		26 weeks' pay

22.2 An employee will not be entitled to sick pay until the employee is notified in writing by the Employer that he/she will be retained in his/her position, or until the employee completes three (3) months of employment, whichever occurs earlier.

The minimum allowance for an employee with less than one (1) year's continuous service will be two (2) weeks' pay, subject to the preceding paragraph.

22.3 If the illness of an employee extends from one service year into the next service year, the employee is not entitled to receive sick leave pay for such absence in excess of the amount indicated on the Schedule in Article 22.1.

"Service Year" is defined as the period of 365 days beginning on January 1, for those employees hired during the period from January 1 through June 30; or July 1, for those employees hired during the period from July 1 through December 31. If an employee's sick leave absence is not

continuous from one service year into the next, the employee's full sick leave will be renewed at the beginning of each service year.

22.4 The length of service mentioned in Article 22.1 shall include the employee's total length of continuous service for the Daily News or The Inquirer in any capacity under the present Employer and all predecessor Employers.

22.5 When an employee has been continuously absent because of illness for more than 26 weeks, the employee may then elect to terminate employment. His/her employment will then cease entirely and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for an illness termination benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

(a) When an employee has been continuously absent because of an illness for 38 weeks, the Employer may at that time elect to terminate such employee's employment. Thereupon his/her employment will then cease entirely and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for an illness termination benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

(b) If neither the employee nor the Employer elects to terminate employment under this Article 22.5, but the employee dies during his/her absence because of an illness, his/her employment shall then cease entirely and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for a death benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

22.6 For the purpose of this Article, the employee's effort to return to work when not in suitable physical condition to perform his/her normal duties on a full-time basis shall not operate to interrupt continuity of absence.

22.7 The Employer may require an employee absent because of illness to submit a physician's certificate or may have him/her examined by a physician selected by the Employer.

(NOTE: The practice of regularly requiring a doctor's certificate in cases involving illness of three (3) days' duration or less will be relaxed, provided the employee notifies his/her immediate superior of such illness at least one-half hour (1/2) before the time he/she is scheduled to report to work, and provided there is no indication of malingering. In the latter case, a doctor's certificate may be required before sick pay is allowed. In the case of employees

who are scheduled to report for work in the afternoon or early evening the call to report illness shall continue to be made in accordance with past practice, before the scheduled time for actually reporting for work. In the case of an employee who has no telephone, notice at the earliest opportunity (by mail, if necessary) shall be considered compliance with the requirement of reporting the illness.)

22.8 The provisions of the Article shall in no way affect, modify or waive the Employer's right and liabilities or the employee's right under the Workers' Compensation Laws.

22.9 Employees on such leave are expected, to the extent possible, to notify the Employer of the probable date of their return.

22.10 In case of payment of sick leave pay to an employee under this Article 22, the Employer shall be subrogated to the extent of such payment to all rights of the employee for lost wages against any third party, who or which by act of commission or omission caused the absence of the employee, which required the payment of sick leave pay by the Employer. Such rights shall be assigned to the Employer by the employee immediately upon receiving the first week's sick leave pay. The Employer shall be authorized to sue, compromise, or settle in the employee's name and the employee will, when requested by the Employer, execute any and all documents pertaining to such litigation. Any action taken by the Employer shall be without cost to the employee. Amounts recovered shall be used as offsets against sick time charged to the employee.

22.11 Where the pattern of an employee's absences allegedly due to illness, or other circumstances surrounding an absence alleged by an employee to be due to illness, indicates, in the Employer's opinion that an employee may be malingering, the Employer shall promptly send a letter to the employee, and a copy to the Guild, (1) describing such pattern or circumstance and why, in the Employer's opinion, such pattern or circumstance indicates to the Employer that an employee may be malingering, and (2) notifying the employee a physician's certificate will be required of him/her on the next occasion of his/her absence by reason of illness.

ARTICLE 23 - SEVERANCE PAY

23.1. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for a severance benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan. In accordance with the terms of the Guild-United Independent Pension Plan, the employee's length of continuous service as of October 9, 2010, shall include all service for the Daily News or The Inquirer in any capacity under the present Employer and all predecessor employers. The schedule for severance payments paid by the Guild-United Independent Pension Plan shall be per the schedule below:

Employed More Than:	And Less Than:	Amount:
A total of 6 months	1 year	2 weeks' pay

1 year	1 1/2 years	3 weeks' pay
1 1/2 years	2 years	4 weeks' pay
2 years	2 1/2 years	5 weeks' pay
2 1/2 years	3 years	6 weeks' pay
3 years	3 1/2 years	7 weeks' pay
3 1/2 years	4 years	8 weeks' pay
4 years	4 1/2 years	9 weeks' pay
4 1/2 years	5 years	10 weeks' pay
5 years	5 1/2 years	11 weeks' pay
5 1/2 years	6 years	14 weeks' pay
6 years	6 1/2 years	15 weeks' pay
6 1/2 years	7 years	17 weeks' pay
7 years	7 1/2 years	18 weeks' pay
7 1/2 years	8 years	19 weeks' pay
8 years	8 1/2 years	20 weeks' pay
8 1/2 years	9 years	21 weeks' pay
9 years	9 1/2 years	23 weeks' pay
9 1/2 years	10 years	25 weeks' pay
10 years	10 1/2 years	26 weeks' pay
10 1/2 years	11 years	28 weeks' pay
11 years	11 1/2 years	29 weeks' pay
11 1/2 years	12 years	30 weeks' pay
12 years	12 1/2 years	31 weeks' pay
12 1/2 years	13 years	32 weeks' pay
13 years	13 1/2 years	33 weeks' pay

13 1/2 years	14 years	34 weeks' pay
14 years	14 1/2 years	35 weeks' pay
14 1/2 years	15 years	36 weeks' pay
15 years	15 1/2 years	37 weeks' pay
15 1/2 years	16 years	38 weeks' pay
16 years	16 1/2 years	39 weeks' pay
16 1/2 years or more		40 weeks' pay

23.2 Employees shall give two weeks' notice before resigning.

23.3 The benefits described in this Article are in addition to any compensation provided by the Unemployment Compensation Law of Pennsylvania or any other state to the extent that such payments are provided by law.

23.4 In addition to Article 23.1, employees shall be eligible for severance from the Employer only in the event of an involuntary layoff or termination without cause. If an employee is discharged for cause or voluntarily resigns he/she is not eligible to receive severance pay. Eligible employees shall be entitled to receive severance pay from the Employer, in the amount of one week of their regular rate of pay at termination for every year of service, with a maximum benefit of twenty (20) weeks of pay. For the purposes of severance pay from the Employer, all employees shall be deemed new hires as of October 9, 2010.

ARTICLE 24 - HEALTH AND WELFARE FUND

24.1 The Employer will continue to contribute to The Newspaper Guild Health and Welfare Fund, established under an Agreement and Declaration of Trust, executed on May 17, 1968 at the following contribution rates: \$5.123 per hour for each eight (8) hour shift for all active Guild employees with Family, Employee and Spouse, or Employee and Child(ren) coverage. \$1.70 per hour for each eight (8) hour shift for all active Guild employees with Single coverage and opt-outs. Contributions will be made for furlough hours.

24.2 For all part-time employees, the Employer's payment shall be computed on a pro-rata basis in proportion to the time worked.

24.3 The Employer will have no obligation to make such payments for any temporary hires.

ARTICLE 25 - 401(K) PENSION PLAN

Eligible full time and part-time employees, as defined in the governing plan documents, covered by the initial contract between PN Purchaser Co., LLC and the Newspaper Guild/CWA Local 38010, shall be permitted to participate in the Employer's 401(k) Plan as permitted in the Plan document and under the same terms as the Employer's non-represented employees;

provided, however, that the Employer, at a minimum, agrees to match 50% of the employee's contribution up to a maximum Employer match of 3%.

ARTICLE 26 - JOB POSTING AND BIDDING

26.1 The Employer shall take the following steps:

(a) The Employer will post on all Guild bulletin boards for ten days, notices of all Guild job vacancies. An employee desiring to fill a vacancy shall submit written application during the ten day posting. The Guild will be notified in writing of the Guild vacancies.

(b) Give first consideration to regular employees then on the payroll in filling new or vacant positions in preferable or higher paid classifications.

(c) Give first consideration for regular employment to part-time, temporary and replacement employees then on the payroll in filling any vacancies created by the departure or transfer of any regular full-time employee.

(d) Give any employee who applies for a posted position and is rejected, notification of the rejection in writing. The employee may request a meeting with the Department Manager and a representative from the Human Resources Department to discuss his/her application for the posted position.

26.2 The Employer and the Guild agree that there shall be no discrimination in job tryouts and advancements by reason of age, race, creed, color, national origin, sex, marital or parental status, sexual preferences, union activities or irrelevant physical or mental disability.

26.3 An employee may be transferred from a lower to a higher classification for a trial period of ninety (90) days, a period which may be extended by mutual agreement between the Employer and the Guild. During this trial period, the employee shall receive at least the minimum in the higher classification next higher than his/her regular salary. If an employee so transferred has valid comparable experience in the higher classification, he/she shall be given full credit in determining the salary minimum to be paid.

If the employee successfully completes the trial period, he/she shall be confirmed in the classification to which advanced. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification.

If the employee returns to the classification previously held by his/her choice, or failing to qualify for the promotion, any other employee promoted as a result of the employee's trial period may be restored to his/her classification and rate of pay. Any employee affected by this provision would be made aware in writing of its terms at the time of advancement.

If the employee is returned/returns to the classification from which he/she advanced he/she shall then receive a salary he/she would be entitled to if he/she had never been advanced. His/her service in the higher classification shall be counted for all purposes as service in the classification from which he/she advanced.

If at any time during this ninety (90) day period, or any extension, the Employer determines that the employee is not competent to perform the duties of the higher classification, the employee may be returned to his/her former classification and wages.

During the ninety (90) day trial period, the employee may elect to return to his/her former classification.

The Employer's evaluation of the employee's progress shall be discussed with the employee at least following the 45th day, 75th day and at the end of the trial period.

26.4 An employee who returns to the old classification shall be paid as if he/she had never been advanced, but service in the higher classification shall be counted for all purposes as service in the old classification.

26.5 Trial periods shall automatically be extended to include all time lost, when such time lost exceeds five (5) days. The Guild shall be notified prior to any extension of an employee's trial period.

26.6 It is understood that the Employer's training program, under which Inside Telephone Salespersons have temporarily filled in for absent Outside Salespersons in the Inquirer Outside Classified Sales Department will be extended to other outside advertising sales departments and will include other employees covered by this Agreement. It is agreed that the Employer will select employees for this training program from among those who have requested such training opportunities.

ARTICLE 27 - SECURITY

27.1 The Employer will not discharge any employee except for good and reasonable cause.

If arbitration is required to determine whether there was good and reasonable cause for discharge, regardless of seemingly conflicting provisions in Article 40 arbitration must be requested within forty-five (45) days of discharge. The arbitrator's decision shall be restricted solely to a finding of whether or not the discharge was for good and reasonable cause. If the decision is in favor of the Employer, the award shall be limited to sustaining the discharge, and if the award is in favor of the Guild, the award shall be limited to reinstatement of the employee or employees, with full pay for all time lost.

27.2 The Employer shall give to the Guild and to the employee notice in writing of an intended dismissal at least two (2) weeks in advance of the effective date, stating the reason for the dismissal.

Notwithstanding the provisions of this Article, the Employer may discharge an employee immediately upon giving to the Guild and to the employee written notice of the dismissal and of the reason therefore, accompanied by a payment to the employee of two weeks' salary in lieu of the two weeks' notice in any case in which the cause for the discharge is the employee's proven financial dishonesty of a substantial nature, or the employee's use of physical violence (in that

portion of the Inquirer buildings devoted to the publishing of the Inquirer or Daily News), upon another employee or person having business relations with Philadelphia Newspapers, Inc.

27.3 **Probation Period:** The first three (3) months after an employee's hire, shall be a probationary period, except that, for any inexperienced employee, hired as a Copyreader, Rewrite Person, or Outside Salesperson, the first six (6) months after hire shall be the probationary period.

During the employee's probationary period, the employee may be dismissed upon two (2) weeks' notice in writing, and during this period, the bona fide decision of the Employer of the employee's employability shall be final. In case of a person who had been unemployed when hired, the two (2) weeks' notice shall not be required if the employee is dismissed within the first two (2) weeks of employment.

Probationary periods shall automatically be extended to include all time lost when the time lost during the probationary period exceeds five (5) days. The Guild shall be notified prior to any extension of an employee's probationary period.

27.4 **Warning Letters:** The Employer will send the Union a copy of any warning letter issued to an employee covered by this contract. If the Union or the employee submits a written answer to the warning letter, the response will be placed in the employee's personnel file. The Employer will also send to the Guild any formal letter of commendation issued to any employee covered by this contract.

ARTICLE 28-REDUCTION IN FORCE

28.1 Where the cause for dismissal is one other than the fault of the employees involved, such cause must be deemed good and reasonable. In addition the Employer must: give to the Guild a written notice, at least thirty (30) days in advance, if practicable, but not less than fifteen (15) days, of its intention to institute dismissals, and shall, during the period before the dismissal becomes effective, engage in a reasonably full discussion with the Union over the proposed dismissal. The Employer shall make every reasonable effort to retain employees. These efforts shall include transferring employees with longer seniority to a group containing a position which the employee previously held.

The employee proposed for dismissal shall be the one who, in the group or groups in which it is necessary to reduce costs, has the least seniority. For the purpose of this article, seniority is defined as service in any capacity for the Employer and predecessor employers.

28.2 The groups listed below are subject to Article 28.3 through 28.12:

- A. Messenger, Office Persons, Driving Messenger, Copy Persons.
- B. File Clerk, PO Clerk, Stockroom and Receiving Clerk, Mail Desk Clerk No. 1, Newsprint Clerks, Circulation General Office Clerks, Dispatch Checker, Board and Cut, Room Clerks, Home Delivery Communications Center Clerks and Radio Dispatchers, Purchasing Clerks, Promotion Clerks, Advertising General Office

Clerks, Dispatcher-Concourse, Telephone Operators, Garage Clerks.

- C. Secretaries.
- D. Key punch Operators.
- E. Front Counter Clerk, Ad Dispatch, Accounting Clerks, Collectors, Advertising Display Control Clerks, Classified Control Clerks, Adjustment Clerks, Circulation Galley Clerks, National Control Clerks, Ad Censors, Production Clerks, Masker, Assistant Color Coordinator, Library Assistants, Creative Service.
- F. Accountant.
- G. Library Classifiers,* Promotion Assistants, School Circulation Representative.
- H. IBM Programmer, Computer Operators.*
- I. Artists:
 - 1. Ad Artists
 - 2. Graphic Artists

(Note: for the avoidance of doubt, Ad Artists and Graphic Artists have separate seniority lists.)

- J. Statmaster,* Graphics Technician.
- K. Advertising:
 - 1. Ad Takers,* Death Notice Clerk,* Inside Telephone Sales Representatives.
 - 2. Classified Advertising Outside Salespersons, Display Outside Advertising Salespersons.
 - 3. Make-Up Persons, Layout Persons.
 - 4. Commission Sales Employees.

(Note: Salaried sales employees will have a separate seniority list from the commission sales employees.)

- L. Inquirer Editorial:
 - 1. News Artists.
 - 2. Cartoonists.

3. Reporters, Writing Reporters, Rewrite.
4. Make-Up Persons, Desk Assistants, Copy Readers.
5. Editorial Writers.
6. Photographers, Photo Printers.
7. Editorial Clerks.
8. Action Line Researcher.

M. Daily News Editorial:

1. News Artists.
2. Cartoonists.
3. Reporters, Writing Reporters, Rewrite.
4. Make-Up Persons, Desk Assistants, Copy Readers.
5. Editorial Writers.
6. Photographers, Photo Printers.
7. Editorial Clerks.

28.3 (a) Employees in a classification bearing an asterisk are limited within the group to their classification within the group that may also bear an asterisk. In such groups, other classifications not marked with an asterisk and affected by the operation of this Article, shall be given seniority consideration as among all classifications in the group.

(b) In the event of a reduction in force, the following procedures will apply to the Advertising Department:

(1) Seniority shall be measured on the basis of total continuous service with the company irrespective of departmental assignment; except that the salaried sales employees shall have a separate seniority list from the commission sales employees; and

(2) The company shall not be limited in reassigning salespersons arising through the operation of these procedures.

28.4 High-level supervisors covered by the contract, and their assistants, are each to be considered in a separate group within their respective departments in the event of a reduction in force in their departments, if they have held their supervisory posts for at least one (1) year. The Employer and the Guild shall attempt to agree on the identity of employees falling in this

category, within thirty (30) days after the execution of this Agreement, or within such period after the expiration of the thirty (30) day period as the parties may agree upon. Any differences may be submitted to arbitration.

28.5 Whenever practical (i.e. wherever there would be no significant difference in cost or efficiency of operations) part-time workers will be eliminated before the dismissal of full-timers in their group. A full-time employee who suffers a dismissal may claim an existing part-time job in the same group, replacing the part-time incumbent.

28.6 In case of a reduction in force, any employee who would not be displaced may volunteer to be dismissed. If such offer is accepted, the employee shall maintain the rights listed in Article 28.7.

28.7 An employee who suffers a dismissal under this Article shall, for twelve (12) months after the date of dismissal, be given preference on the basis of seniority for filling any position which the employee previously performed, or which the employee could perform with similar amount of on-the-job training that a new employee would require. Before hiring a new employee into a classification from which an employee has been displaced to another position, the employee will, for a period of one (1) year following displacement, be offered the opportunity to return to his/her previous classification. The Employer may, at its discretion, for a period of (1) one year following the displacement, reassign an employee displaced to a higher classification back to his/her former classification at the then current rate of pay for the former classification.

28.8 Any disagreement between the Employer and the Guild as to whether the cause for dismissal is, of itself, good and reasonable and whether the criteria above set forth have been fulfilled, shall be subject to arbitration.

28.9 If an employee is displaced to either a lower or higher classification within a grouping, the employee's rate of pay in the new classification will be based on current rates in that classification, except the adjustment shall not exceed two adjacent job groups (Groups I through XV) in Article 11 of this Agreement. If the job is not included in the Groups I through XV structure, the adjustment shall not be greater than 10%, higher or lower, than the employee's current minimum. In cases where the employee's adjusted rate of pay exceeds the contract minimum for that position, such employee's rate of pay will not be increased until his/her rate is commensurate with the minimum for that classification. In cases where the employee's adjusted rate of pay is less than the contract minimum for the position, the employee's rate will be raised to the minimum of the new job's position, effective two (2) years from the date of displacement.

28.10 The Employer will review diversity hiring practices.

ARTICLE 29 - PART TIME AND TEMPORARY EMPLOYEES

29.1 Part-time employees are subject to all terms of this Agreement. Their wages and benefits shall be computed on a pro-rata basis in proportion to time worked. Part-time employees will not be entitled to experience increases, subsequent to hiring, under Article 11 until they have

actually worked for the Employer a total number of days or hours equaling the period established for full-time employees.

29.2 The Employer agrees that no part-time employees may be employed in either the Circulation Department or in the Editorial Department, except as follows:

Editorial Departments: part-time editorial clerks may be employed, for not less than two (2) days per week, and for not less than four (4) consecutive hours per day. The number of hours worked over any four (4) week period by such employees shall not exceed 50% of the total hours worked by the full-time Editorial Clerks, excluding secretaries.

Circulation Departments: part-time employees may be employed to cover peak hours of the Home Delivery Communications Center's operations. Such employees may be employed for not less than two (2) days per week and for not less than three (3) consecutive hours per day. No more than 50% of the Center's hours may be covered by part-timers, except that this limitation shall not apply to Saturday and Sunday hours. No full-time HDCC employee will have his or her hours involuntarily reduced to part-time status.

29.3 Employees may, by mutual consent of the employee and Employer, convert to part-time status or be assigned work schedules inconsistent with Article 7 after returning from maternity/paternity leave or because of personal needs or family emergencies. Any such change to part-time status or change in schedule shall not be implemented prior to written notification to the Union. An employee may continue in part-time status or inconsistent schedule for no longer than one year, unless the period is extended by mutual consent of the employee, the Employer and the Guild.

29.4 Persons may be hired in all departments covered by this contract to do the work done by employees on vacation, or on paid or unpaid leave. The wages, hours, overtime, holiday, grievance and arbitration provisions of this Agreement, but no other provisions, shall apply to such temporary employees.

29.5 In case of unusual circumstances, temporary employees in other than the Editorial Departments may be employed who shall be subject to all provisions of this Agreement, except Articles covering Health and Welfare Fund, Job Posting and Bidding; Vacations; Paid Sick Leave; Security; and Leave for United States Service. These employees shall not do work previously and normally done by regular employees, and the term of such employee may not exceed three (3) months in any twelve-month period. In the New Ventures Department, if temporary employees are utilized for six (6) months or longer, except where such duration is permitted by the contract, the Employer will notify and discuss the matter with the Guild. Any New Ventures Department temporary employee working longer than six (6) months, except where such duration is permitted under the contract, will be entitled to severance pay pursuant to Article 23.

29.6 Regardless of any other seemingly conflicting provision of this Agreement, when an employee who has been absent because of illness or maternity leave returns to work, any other employee hired because of the first employee's absence may be dismissed by the Employer. Any employee transferred to a different position because of the first employee's absence may be

returned to his/her former position, and to his/her former rate of pay, or the scale then applicable to the former position if that then is higher than his/her former pay. The Guild and the employee affected by this section shall be notified in writing of its existence and of the nature of the substitution at the time of hiring or transfer, as they case may be.

ARTICLE 30 - LEAVE OF ABSENCE

30.1 Leave of absence, except for Interns, shall be granted for a good and sufficient cause by arrangement with the Employer, provided it is practicable for the Employer to grant such leave.

30.2 Leaves of absence shall not constitute termination of employment, and the period of such leave of absence shall be added to the employee's length of service for the Employer for purposes of experience rating, sick leave pay, vacations or any other accumulated credits are concerned up to a period not exceeding one hundred and twenty (120) days. Provisions of this Article 30 shall not alter or extend the status of any employee who is a replacement for an employee absent on leave under this Agreement. An employee who expects to go on leave under this Article 30 must give notice of his/her intention to take such leave of absence at least two (2) weeks before the beginning of the leave and notice of the date on which he/she expects to return to work at least two (2) weeks before such date.

30.3 Maternity/Paternity Leave: At the request of an employee, maternity or paternity leave of up to twelve (12) months shall be granted without pay to any employee with one year or more of service with the Employer. All leaves must commence not later than four (4) months following the end of disability or date of adoption. During such leave, the employee shall accumulate severance pay, sick leave, vacation, experience rating and other credits. An employee returning from maternity or paternity leave shall give two (2) weeks notice of his/her return.

30.4 In addition to other leaves provided under this Article, an employee shall be granted leave in accordance with Federal or State Statute that is specifically applicable to employee requesting the leave.

30.5 Leaves of absence shall be permitted to employees elected or appointed to responsible public office. The term of such leave shall not exceed either the first term of such office, or four (4) years, whichever is longer.

30.6 Union Leave: Leaves of absence will be permitted to employees, not to exceed two (2) from any one department or any more than (5) at one time, who are elected or appointed to full-time positions with the Local Guild, The Newspaper Guild or the AFL-CIO. Leaves of absence, subject to the Article 30.2 shall be granted to delegates attending the annual convention or special meeting of the Newspaper Guild.

30.7 Leaves of absence shall be granted to employees while performing duty in the National Guard and the Army, Navy, Marine, Air Force or Coast Guard Reserve.

30.8 Leaves of absence, except for Interns, shall be granted for the purpose of:

(a) accepting fellowships offered by an accredited university or foundation, where such fellowships are related to publishing or (b) writing a book or (c) carrying out projects relative to professional advancement, provided it is practicable for the Employer to grant such leaves.

ARTICLE 31 - LEAVE FOR UNITED STATES SERVICE

31.1 (a) Any employee with three (3) months or more of service with the Employer who is required under act of Congress to enter the Service of the United States, or of any State, or who, if the United States is at war, voluntarily enters the armed forces of the United States, or of any State, or the United States Merchant Marine, or any employee who in the future may be conscripted by a Manpower-Draft under an Act of Congress to enter the service of any employer other than the Employer, and who furnished Management such documentary proof that he/she was to be conscripted, shall be considered as on leave of absence, and shall have the time spent by him/her in such services (hereinafter sometimes referred to as "war service") added to the length of his/her service for the Employer for all purposes. Any such employee who within ninety (90) days plus reasonable travel time of his/her release from war service applies for reinstatement, shall within two (2) weeks after the Employer receives such application be returned to his former position, if he/she is capable physically of filling it, at the rate of pay then applicable thereto (but in no event shall it be less than the pay he/she received upon taking his/her leave of absence) and with all the benefits accorded to employees under the then existing contract between the Employer and the Guild. If the employee is physically incapable of performing the work of his/her former position, the Employer shall do everything reasonably possible to find a position for him/her which he/she can fill, which position shall be held under the terms of the then existing contract between the Employer and the Guild. In attempting to make such a position available the Employer may, if necessary, dismiss upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, an employee who was hired subsequent to the entry into service of the returning employee.

(b) Regardless of any other seemingly conflicting provisions of this Agreement when an employee who has been on leave of absence, because of having been in the service of the United States, or of any State, or of the United States Merchant Marine, or an employer other than the Employer, as herein defined, applies for reinstatement, any other employee who was hired because of such first employee's absence may, upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, be dismissed by the Employer, and any employee who was transferred to a different position because of such first employee's absence may be returned to his/her former position and to his/her former pay, or the scale then applicable to his/her former position, if that then be higher than his former pay. An employee hired or transferred to substitute for an employee on leave of absence under the provisions of subsection (a) of this Article 31 shall be notified in writing, at the time of his/her hiring or transfer, as the case may be, of the fact that his/her employment or transfer is subject to the provisions of this subsection (b) and of the name of the absent employee for whom he is substituting.

(c) The benefits of this Article 31 shall be extended to include such employees as, being subject to induction under the Selective Service Act, voluntarily enlist, and to employees in the reserve of any service who enter active service.

ARTICLE 32 - HEALTH AND SAFETY

32.1 The Employer shall provide properly lighted, clean, properly ventilated, and properly heated/air-conditioned work areas in conformity with federal, state, and local health and safety laws and regulations.

32.2 The Employer will not require any employee, without his/her consent to work under conditions which may be injurious to the employee's health, life or limb.

32.3 Health and Safety Committees: A Health and Safety Committee consisting of a maximum of ten (10) Guild and ten (10) Company members will meet once a month. Special meetings may be called by the Company, the Guild or the committee in case of emergency. In special cases the committee may request that additional individuals attend a meeting in order to provide additional information. A review of, and response to, any committee recommendation by the department head or other appropriate company representative will be prompt.

32.4 VDT/RSI Safety Committee: It is agreed that during the term of the current contract a six-member VDT Committee will be established (3 Guild, 3 Company) to develop improvements relating to VDT safety and working conditions. The Company will consider any recommendations referred by the Committee. In addition, the following steps will be taken:

(1) The Employer shall provide for and pay the cost of periodic tests for radiation emissions or other emissions from video display terminals or other successor equipment which perform the same functions as the video display terminal. The Employer will test the aforementioned equipment for radiation or other emissions to determine whether the equipment meets standards set by applicable federal or state statutes, and regulations including standards established by federal or state agencies. The testing will be done on all terminals used by the Employer in departments covered by the Contract following major servicing or at least once a year and the Company will provide the Guild with the results of such testing. If any of the aforementioned equipment is found to be emitting harmful radiation, or other emissions in excess of the applicable standards, the equipment shall be removed from service until the problem is corrected.

(2) A baseline ophthalmological examination will be provided for those employees regularly assigned to the operation of a VDT or other successor equipment which perform the same functions as the video display terminal for a substantial portion of their working hours. Such examination will be made by an ophthalmologist selected by the Company. All examination costs will be borne by the Company.

(3) A lead apron will be provided at the request of a pregnant employee regularly assigned to the operation of a VDT or other successor equipment which perform the same functions as the video display terminal for a substantial portion of her working hours.

(4) The Company and the Guild agree to support efforts by the VDT/RSI Committee encouraging employees operating VDTs or other successor equipment which perform the same functions as the video display terminal to adopt healthful work practices such as breaks from continuous operation of VDTs. The Guild's support of these efforts shall not be used as an admission that an employee's failure to adopt healthful work practices constitutes grounds for discipline.

(5) When the Employer plans to replace a significant portion, including a phased replacement, of its current VDTs or other successor equipment which perform the same function as the video display terminal, or introduce new technology, the Employer shall consult with the VDT/RSI Safety Committee provided for in this section. Experiments with new technology will be considered by the VDT/RSI Safety Committee. The Company will consider timely recommendations made by the committee. The Company will continue to provide equipment designed to alleviate RSI and will consider recommendations by the VDT/RSI Safety Committee on alternative equipment designed to alleviate RSI.

ARTICLE 33 - NO STRIKE/NO LOCKOUT

It is mutually agreed that there shall be no strikes, lockouts, sit-downs, sit-ins, slowdowns, sympathy strikes, picketing, stoppage or interruption of work, or direct or indirect interference or disruption of the operations of the Employer during the term of this Agreement. The Guild shall use every reasonable effort to prevent the above actions by any of its members employed by the Employer.

ARTICLE 34 - TRANSFERS

No employee shall be transferred by the Employer to another enterprise in the same city or to another city (whether in the same enterprise or in other enterprises conducted by the Employer or by a subsidiary, related or parent company of the Employer) without the employee's consent and payment of all transportation and other moving expenses of himself/herself and family. There shall be no reduction in salary or impairment of other benefits to which the employee was theretofore entitled, as a result of such transfer. An employee shall not be penalized for refusing to accept transfer. For the purposes of this Article 34, the Daily News and The Inquirer shall be deemed separate and different enterprises, insofar as their Editorial Departments are concerned. Transfers do not apply to job assignments within the Inquirer newsroom including reassignments to and from all suburban and out of state bureaus and the main newsroom in Philadelphia.

ARTICLE 35 - EMPLOYEE INTEGRITY AND PRIVILEGE AGAINST DISCLOSURE

(a) An employee's byline or credit line shall not be used over his/her protest. In the event substantive changes are made in a reporter's story and it is not practicable to call such changes to his/her attention, the byline shall be taken off such story by the editor.

The Guild and Employer agree that news stories and feature articles will be presented in accordance with sound journalistic practice without distortion of any facts, without malice, and

without creating false impressions. If a question arises as to the accuracy of the printed material, the employee concerned will be consulted prior to any retraction of the material involved.

(b) The Employer, believing that a free press best gathers news without external pressures, and the Guild, believing that a news employee should be responsible in his work only to his/her conscience and to his/her employer, agree that protection of a news employee's sources is of prime importance to his/her work. The Employer and the Guild further agree that:

When any request is made by a Federal, state or municipal court, grand jury, agency, department, commission, or legislative body for the production or disclosure of confidential information or confidential news sources utilized by any reporter, photographer, editor, writer, correspondent or any other person employed by, and directly engaged in the gathering of news for the Employer of such request, the Employer will make interim arrangements for immediate legal guidance and assistance for the employee through the Employer's Legal Department.

If necessary, arrangements for providing the employee with long-term legal representation of his/her choice will be made, as agreed upon by the Employer and the employee.

An employee so represented in any such proceeding by the Employer's Legal Department or by another representative agreed upon by both parties shall not suffer any loss of pay or other benefits and shall further be made whole to the extent permitted by law against any fines or damages levied by any final judgment or decision in the action except to the extent that such employee has taken a course of action contrary to the advice of his/her counsel.

Where there has been a breach of trust by the employee toward the Employer, the Employer has no obligation to provide legal protection to the employee.

ARTICLE 36 - OUTSIDE WORK

An employee may engage in outside work provided it does not interfere with his/her work for the Employer and provided that such work is not in the service of another daily newspaper whose main production and publication office is located, and which is directly in competition with the Employer, in Philadelphia, Delaware, and Montgomery Counties, Pennsylvania, and Camden County, New Jersey. Under no circumstances shall an employee use his/her connection with the Employer to exploit his/her outside work. Any employee taking on regular or recurrent outside work shall so inform his department head.

ARTICLE 37 - BULLETIN BOARDS

Bulletin boards shall be provided for the exclusive use of the Guild in all departments where Guild members are employed. A minimum of two bulletin boards will be provided in departments where there are more than 75 Guild members and three where there are in excess of 150. The Company agrees to provide additional bulletin boards in any new departments or subdivisions where Guild members are employed. The use of bulletin boards will be confined to the posting of notices and official Guild business.

ARTICLE 38 - SYNDICATION

When the Employer sells for syndication any product of an editorial employee for publication outside of The Inquirer or Daily News, the employee shall be paid fifty percent (50%) of the net return.

ARTICLE 39 - GRIEVANCE PROCEDURE

39.1 Any dispute over the interpretation of any clause of this Agreement, or over the carrying out of any of its terms, shall be settled by negotiations between a committee representing the Employer or its authorized representative, and a committee chosen by the Guild. If the parties fail to reach an agreement acceptable to the Representative Assembly of the Guild within twelve (12) days, the matter will be referred to a local Joint Board.

39.2 Joint Board: The local Joint Board shall be comprised of two representatives of the Guild and two representatives of the Employer, all of whom shall be selected and convene within five (5) days after the serving of a detailed and written complaint by the aggrieved party upon the other party. Within one week after it convenes, the Joint Board shall hold any necessary hearings, and render a decision of the majority in writing. The decision shall be final and binding upon the Guild and the Employer.

ARTICLE 40 - ARBITRATION

40.1 If the Joint Board is unable to arrive at a majority decision within seven (7) days of its first meeting, the dispute shall, upon written demand of either party, be submitted to arbitration by an impartial arbitrator to be designated in accordance with the current rules of the American Arbitration Association.

The arbitrator shall render a decision in writing as soon as possible. This decision will be final and binding upon the Employer and the Guild. The fee of the arbitrator, including expenses, and the American Arbitration Association's bill for administrative costs, shall be borne equally by the parties. Neither party shall be required to pay any part of the cost of a stenographic transcript without express consent.

40.2 Expedited Arbitration: Upon mutual agreement, the parties will meet and consider such steps as may be appropriate to expedite the arbitration of a given grievance. Such steps may include waiving transcripts, waiving briefs, stipulating facts and issues in advance of the hearing, requesting bench decisions or taking other such steps as the parties may find acceptable.

ARTICLE 41 - SENIORITY

41.1 Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by (a) dismissal for good and reasonable cause, (b) resignation, (c) refusal to accept an offer of rehire into the classification in which an employee worked when dismissed, (d) or where the language provisions elsewhere in the contract would be in conflict with this section.

41.2 Salaried sales employees shall have a separate seniority list from the commission sales

employees.

41.3 Ad Artists shall have a separate seniority list from Graphic Artists.

ARTICLE 42 - ADVERTISING SALES EMPLOYEES

42.1 The Employer may create outside commission sales positions. Except as modified in this Article 42, commission sales employees shall be covered by the following Articles of this Agreement only: 1 (Guild Recognition); 2 (No Discrimination); 3 (To Whom Applicable); 4 (Guild and Agency Shop); 5 (Check-off); 6 (Information to the Union); 12 (General Wage Provisions); 24 (Health and Welfare Fund); 25 (401(k)); 26.1, 26.2 (Job Posting and Bidding); 27.1, 27.2, 27.4 (Security); 28 (Reduction in Force); 30.3 (Leave of Absence); 31 (Leave for United States Service); 32 (Health and Safety); 33 (No Strike/No Lockout); 36 (Outside Work); 37 (Bulletin Boards); 39 (Grievance Procedure); 40 (Arbitration); 41 (Seniority); and 46 (Duration). All other provisions in this Agreement are inapplicable to commission sales employees.

42.2 Notice of all sales positions shall be posted under the terms of Article 26 of this Agreement. Current employees who elect to apply will be given first consideration before other applicants are hired.

42.3 Within the areas of responsibility assigned by the Employer to each commission sales employee, said employee shall solicit orders for advertising in Employer publications or products except as set forth below. Without the prior written consent of the Employer, said employee shall not solicit orders for advertising from:

- a. An advertiser whose advertising has been published in The Philadelphia Inquirer and Daily News within the then preceding six (6) month period or advertisers who have spent more than \$5,000 within the then preceding six (6) month period.
- b. Advertisers or categories of business appearing on the Company's protected business list; or
- c. An advertiser with one or more locations outside the Philadelphia PMSA who opens a location within the Philadelphia PMSA. The prohibition in subparagraph (c) applies only for the first six (6) months after the advertiser's location within the Philadelphia PMSA has opened.

42.4 An account must be transferred from a commission sales representative to a salaried sales representative as follows:

- a. The commission sales employee will solicit accounts as defined above and will relinquish such accounts when the dollar volume (net billing) of that account reaches the amount defined below in 42.5 in any twelve (12) month period. At that time, the employer will assign said account to the regular outside salesperson handling that advertiser's territory or category.
- b. It is further agreed that the Employer reserves its right to transfer an account at any time from a commission sales representative to a salaried sales representative prior to the account reaching the commission cap.

- c. At the end of each period (a period is defined as a financial month) The Employer will provide the Guild with a report that indicates accounts handled by commission reps that have gone over \$400,000 or exceeded the cap in that period. The report will include account name, account number, sales representative's name and net billing for the period.
- d. It is understood that there will be, at the most, a one (1) month period between the period in which the account exceeds the cap and the period in which the account must be transferred. For example: if the ABC Company's net billing exceeds the cap in Period 6, the ABC Company account will be reported mid-Period 7 and must be transferred from a commission rep to a salaried rep to later than the beginning of Period 9. It is further understood that the Employer is not required to wait the aforementioned period before transferring the account to a salaried sales rep.

42.5 The Employer and the Guild agree to increase the commission sales cap from \$100,000 in any twelve (12) month period to \$500,000 in any twelve (12) month period. The \$500,000 cap will increase annually, at the beginning of the financial year, by the annual un-weighted average rate increases in the six categories referenced below. For example, the commission sales cap will be \$500,000. If the annual un-weighted average rate increase announced in the below listed categories increases by 3.5 percent, the new commission sales cap will be \$517,500. The following categories will be used to determine any increase to the \$500,000 cap in any financial year:

Full Run ROP Retail Rate Increase for Inquirer Daily
 Full Run ROP Retail Rate Increase for Inquirer Sunday
 Full Run ROP Retail Rate Increase for Daily News
 Full Run ROP National Rate Increase for Inquirer Daily
 Full Run ROP National Rate Increase for Inquirer Sunday
 Full Run ROP National Rate Increase for Daily News

42.6 An account may be transferred from a salaried sales representative to a commission sales representative as follows:

- a. At the beginning of each financial year the Employer will calculate 10% of the accounts handled by salaried sales representatives during the prior financial year that achieved net billing between \$100,000 and the commission cap in the prior financial year. That 10% calculation will represent the maximum number of accounts between \$100,000 and \$350,000 that the Employer can transfer from salaried sales representatives to commission sales representatives in the financial year. For example, if there are 300 accounts between \$100,000 then the Employer can transfer up to 30 total accounts between \$100,000 and \$350,000 from salaried sales representatives to commission representatives.
- b. All transfers between \$100,000 and \$350,000 to a commission representative from a salaried representative will constitute a transferred account covered by the 10% limit, regardless of the reason for transfer. However, accounts transferred to a commission representative from a salaried sales representative who is taking a buyout will not count

towards the 10% transfer limit, so that a salaried sales representative would not be precluded from applying for a buyout due to that 10% transfer limit.

- c. The \$350,000 limit in the preceding paragraph will increase annually by the same dollar amount as the annual increase to the \$500,000 commission cap set forth in Article 42.5 above. For illustrative purposes only, and referring to the example in Article 42.5, since the \$500,000 commission sales cap example would increase by \$17,500, the \$350,000 transfer limit would also increase by \$16,500.
- d. At the beginning of each financial year, the Employer will provide the Guild with the list of accounts handled by salaried sales representatives that achieved net billing between \$100,000 and the commission cap in the prior financial year. This is the list the Employer will use to calculate the 10% restriction.
- e. The Employer will also provide the Guild with a list of accounts handled by salaried sales representatives that achieved net billing between \$100,000 and the transfer limit in the prior financial year. This list of accounts from the prior year will form the universe of accounts in excess of \$100,000 that are subject to the 10% restriction on transfer(s) from salaried sales representatives to commission sales representatives for the current year.
- f. Nothing in this Article 42 limits or changes the Employer's right to transfer accounts under \$100,000 from salaried to commission sales representatives.
- g. Nothing in this Article 42 limits or changes the Employer's right to transfer accounts from one commission sales representative to another commission representative, or from one salaried sales representative to another salaried sales representative.
- h. Following the end of each period the Employer will provide the Guild, in addition to information currently provided, a list of accounts between \$100,000 and the commission cap that were transferred during that period from salaried sales representatives to commission sales representatives.

42.7 The Employer will provide a monthly paid commission report to the Guild.

42.8 In accordance with Article 11, for each month of employment, each commission sales employee shall receive a minimum monthly draw against commission of \$2,500 that will be forgiven. This draw will be paid in weekly increments. The Employer will determine the structure of commissions and any modifications thereto. Commission structures and any modifications thereto will not under any circumstance be subject to the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

42.9 The Employer reserves the right to establish and/or change reasonable goals for each salaried or commission sales employee. These goals are not subject to grievance and arbitration procedures provided in Articles 39 and 40 (Grievance and Arbitration) of this Agreement. The Employer will provide the goals for each salaried or commission representative prior to the start of each accounting period.

42.10 The Employer reserves the right to impose discipline including discharge for good and reasonable cause in accordance with Article 27 of this Agreement. Any employee determined by the Employer to have not made their revenue goal and have not completed their behavioral goals on the Advertising Sales Monthly Scorecard during the preceding accounting period will be subject to progressive discipline. It is agreed that when an employee reaches the final warning

stage of progressive discipline, the Employer, in its sole discretion, will have the right to transfer a salaried sales representative into a commission sales position. These transfers will not under any circumstance be subject to the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

42.11 In accordance with Article 28 (Reduction in Force), separate seniority lists will exist for commission sales representatives and salaried sales representatives.

42.12 Nothing in this Article 42 restricts the Employer's right to continue using outside agencies as currently practiced.

42.13 Within five (5) days of the effective date of this Agreement, the Employer will send a notice of termination of the agreement between the Employer and West Group dated August 24, 2009.

42.14 When bargaining unit employees sell advertising into affiliated publications or enterprises (including on-line /New Media products and services), or through networks or independent agencies under "cross sell" arrangements, such sales will count toward the employee's goals. Incentives and/or commissions will be paid for such sales according to the applicable plan. However, Guild jurisdiction over these sales assignments will be non-exclusive. Regardless of any jurisdictional limitations set herein, including but not limited to those in Article 3, non-employees may sell advertisements (including related billing) into any Employer product. Such sales may be made by affiliated publications or enterprises (including online services), or through networks or independent agencies, (including under "cross sell" sales arrangements).

(a) When employees at the Employer's affiliates sell advertising that will be published, attached or inserted in The Philadelphia Inquirer or Daily News, the applicable Employer salesperson will receive revenue credit, including applicable incentives and/or commissions for the portion of the advertisement that is inserted, attached or published in The Philadelphia Inquirer or Daily News.

(b) The Guild recognizes the Employer's right to utilize non-unit individuals who are not employed by the Employer to sell advertising into affiliated publications or enterprises (including online services) such as, but not limited to, individuals employed by Employer affiliates, individuals employed by another employer, and independent contractors.

(c) The parties agree that the Employer departments represented by the Guild at the time of the execution of this Agreement are listed in Article 3. The Guild will not use the work assignments resulting from this Article 42 as a means to attempt to represent or claim jurisdiction over any individuals selling advertising into affiliated publications or enterprises, including but not limited to Employer affiliates, through any means such as unit clarification procedures or contract grievance procedures. Nothing in this paragraph limits the Guild's right to organize.

42.15 The Employer shall have the right to require new hires for Advertising Outside Sales positions to enter into non-competition agreements.

42.16 The Employer shall notify the Guild forty-five (45) days in advance when it creates any new position in the Advertising Department that the Employer determines should be excluded from the bargaining unit based on the Employer's reasonable belief that the position is a managerial, supervisory or confidential exclusion under the National Labor Relations Act. The forty-five (45) day notice to the Guild will include the job title and job description. In the event the Guild disagrees with the Employer that the position qualifies as a statutory exclusion under the National Labor Relations Act, the dispute shall be resolved through the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

ARTICLE 43 - JOINT SUSTAINABILITY COMMITTEE

The Employer will establish a joint sustainability committee to address environmental issues.

ARTICLE 44 - MANAGEMENT RIGHTS

Except as set forth in this Agreement, all statutory and inherent rights, prerogatives and functions to manage the business, to direct and control the business and workforce, to make any decisions affecting the business, and to take actions necessary to carry out its business, are retained and vested exclusively in the Employer, including, but not limited to the following: the right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the methods, procedures, materials, and operations to be used or to discontinue or to modify their use; to determine which programs and contracts to enter; to expand the business operations by acquisition, merger or other means; to discontinue the operation of the Employer by sale or otherwise, in whole or in part, its stock or assets; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

ARTICLE 45 - SEPARABILITY

If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement, which shall remain in full force and effect.

ARTICLE 46 - DURATION

46.1 At least ninety (90) days before expiration of this Agreement either party may give the other notice in writing of the specific terms and provisions which said party may desire to change in the new contract, which shall be negotiated to become effective upon the expiration of this Agreement. Within fifteen (15) days after receipt of such proposal, the other side may submit its counter proposal in writing.

If neither party notifies the other as provided above, or if the negotiations do not result in an agreement on or before the expiration of this Agreement, then upon expiration of this Agreement, this Agreement shall cease to be binding unless extended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, intending that they, their successors and assigns, shall be legally bound hereby, have set hereunto their hands and seals this 8th day of February 2013.

FOR PHILADELPHIA MEDIA NETWORK
NEWSPAPERS



By: Christine Bonanducci
Senior Human Resources Director

FOR NEWSPAPER GUILD OF GREATER
PHILADELPHIA, TNG/CWA LOCAL NO. 38010



By: William Ross
Executive Director

Side Letter No. 1

February 8, 2013

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

It is agreed that during the first year of the contract there shall be no involuntary layoffs of employees represented by the Newspaper Guild/CWA Local 38010, and covered by the contracts between the Union and the Employer. This provision will not preclude the Company from bargaining the right to outsource.

Sincerely,


Christine Bonanducci
Senior Human Resources
Director

Accepted and Agreed:


William Ross, Executive Director
Newspaper Guild /CWA Local 38010

February 8, 2013

Side Letter No. 2

February 8, 2013

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

This letter confirms our understanding that the Employer agrees to the creation of a profit sharing plan that will commence in the second year of the collective bargaining agreement. The plan will be designed by the Employer based on specific goals relating to EBITDA.

Sincerely,



Christine Bonanducci
Senior Human Resources
Director

Accepted and Agreed:



William Ross, Executive Director
Newspaper Guild /CWA Local 38010

February 8, 2013

Side Letter No. 3

February 8, 2013

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

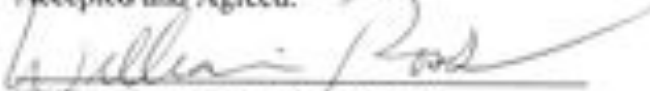
It is agreed that as part of this Agreement, the Employer shall have the right to offer a reduced work week program (4 day work week). Employees will remain on a reduced work week schedule for the calendar years 2013 and 2014. Employee may return to full time status before the end of that period if a full time position for which he/she qualifies becomes available.

Sincerely,



Christine Bonanducci
Senior Human Resources
Director

Accepted and Agreed:



William Ross, Executive Director
Newspaper Guild /CWA Local 38010

February 8, 2013

Side Letter No. 4

February 8, 2013

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

It is agreed that the Union agrees to withdraw its unfair labor practice charge, Arbitration Case No. 04-CA-085817 with the National Labor Relations Board as it relates to the Employer unilaterally increasing the parking fee for bargaining unit members claiming the increase unilaterally imposed constituted a material, substantial and significant increase in the long standing policy/practice at issue and it withdraws its charge that the Employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act. The Union agrees that employee parking fees cannot be grieved nor constitute a change in working conditions that need to be bargained over.

Sincerely,



Christine Bonanducci
Senior Human Resources
Director

Accepted and Agreed:



William Ross, Executive Director
Newspaper Guild /CWA Local 38010

February 8, 2013

February 8, 2013

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

It is agreed that the Employer will, in its sole discretion, develop, communicate and implement performance management systems applicable to all Guild members. The purpose of the performance management systems is to identify the skills and competencies required for the job performance of various positions covered by this Agreement. The Employer will, in its sole discretion, create performance standards of both a qualitative and quantitative nature and develop and implement a performance evaluation instrument. The instrument may provide for the delivery of performance improvement and/or corrective action at thirty day intervals not to exceed ninety days. Failure to comply with performance improvement plan within the specified time may result in dismissal subject only to the good and reasonable cause standard. The Union agrees to allow performance evaluation documentation for disciplinary proceedings. The Employer will conduct periodic informational sessions with the Guild to report on the progress of the development and implementation of the performance management program. Prior to the implementation of the performance management program, the Employer will provide orientation on the performance evaluation process to Guild members and management training on conducting performance reviews. The performance management process will be managed by the Human Resources department. It is agreed by the parties that no further bargaining is required on the terms of this paragraph.

Sincerely,


Christine Bonanducci
Senior Human Resources
Director

Accepted and Agreed:


William Ross, Executive Director
Newspaper Guild /CWA Local 38010

February 8, 2013

Side Letter No. 6

February 8, 2013

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

It is agreed that during the period from effective date of this Agreement until two (2) years from the date of ratification, the Company guarantees that it will not discontinue the print publication of the Inquirer and that it will continue to print the Inquirer on the days on which it is currently printed.

In addition, it is agreed that during the period from the effective date of this Agreement until two (2) years from date of ratification, the Company guarantees that it will not discontinue the print publication of the "Daily News" and that it will continue to print the Daily News on the days of the week on which it is currently printed. This guarantee shall not apply to "Sportsweek".

These guarantees shall not be effective unless and until both of the following occur:

1. All unions (except for the Guild) which represent Company employees reach agreement with the Company on new collective bargaining agreements ("CBA"); and
2. The Guild agrees to reopen its current CBA and reaches agreement with the Company on a new CBA.

Sincerely,

Christine Bonanducci
Senior Human Resources
Director

Accepted and Agreed:


William Ross, Executive Director
Newspaper Guild /CWA Local 38010

February 8, 2013