

CONTRACT
between
**THE NEWSPAPER GUILD-CWA
OF GREATER PHILADELPHIA
LOCAL 38010
AFL-CIO, CLC**

and

**THE MERCURY
(Pottstown, PA)**



September 12, 2007
through
September 11, 2009

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THIS AGREEMENT MADE this 12th day of September, 2007 by and between THE MERCURY, Pottstown, PA (the "Employer") and the NEWSPAPER GUILD OF GREATER PHILADELPHIA, TNG LOCAL 10/CWA LOCAL 38010 (the "Guild") sets forth the agreement of the parties with respect to rates of pay, hours of work, and the other terms and conditions of employment and provides adequate procedures for the equitable adjustment of grievances so as to insure harmonious relations between the Employer, its employees and the Guild during the life of this Agreement.

ARTICLE 1 Recognition

- 1.1** During the term of this Contract, and any extension or renewal thereof, the Employer will recognize and deal with the Guild as the exclusive agency and representative for purposes of adjusting grievances and of collective bargaining concerning rates of pay wages, hours of employment, and other conditions of employment of all its employees working in its Editorial, Circulation, Maintenance, Telephone Operator, Advertising Departments, and Business Office, but excluding publisher, general manager, personnel director, business manager, assistant to business manager, classified manager, assistant classified manager, editor, executive editor, managing editor, city editor, news/graphics editor, sports editor, photo department supervisor, on-line editor, circulation director, circulation manager, assistant circulation manager, distribution loading director, maintenance supervisor, marketing director, national advertising manager, display advertising manager, assistant display advertising manager, Penny Pincher general manager, Phoenixville general manager/supervising editor, dispatch manager, confidential secretaries, comptroller, business office manager, county stringer correspondents and commission advertising salesmen, and all supervisors, managers and confidential employees within the meaning of the National Labor Relations Act.
- 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 covered by this Agreement affecting the conditions or terms of employment of said employee, or group of employees.
- 1.3** The Employer is a content company that must be prepared to disseminate via print, wireless, podcast, the Web (including but not limited to blogs, forums, or electronic bulletin boards), or on platforms yet to be created. Employees are working in a changing environment and with changing technologies. For example, editorial employees may be required to write copy, edit news material, take photos, produce videos, audio, prepare and update on-line content, do voice-overs, re-purpose content and engage in a variety of functions not traditionally a part of historical print journalism. Advertising sales persons may be required to take photos for advertisements or advertorials, collect copy from advertisers, confer with advertisers about advertorial copy or content, and assist in the preparation of advertorials. Nothing contained elsewhere in this Agreement shall be construed as restricting such assignments.

It is recognized that current employees (8/23/07) have not been required to perform historically all of the duties provided for above. While employees are not expected to be immediately proficient in all of these duties they are expected to give a fair effort and such an employee who meets the obligation to give a fair effort over time shall not be subject to discipline, provided further, that no employee shall be unreasonably disciplined.

- (a)** Work presently done by employees of the Employer in the various departments covered by this Agreement shall be done by such employees, except in the following circumstances where it shall be permissible to assign the work to persons not covered by this Agreement: 1) where this Contract elsewhere expressly provides for usage of non-bargaining unit personnel; 2) where utilization of non-bargaining unit personnel would not have an adverse impact on bargaining unit personnel, i.e. by way of example only and not by way of limitation, utilization of specialized maintenance contractors or utilization of outside janitorial services. Performances of such work, whether by presently used processes or equipment or by new or modified processes or equipment, shall be assigned in accordance with the foregoing. (This clause is not intended as fixing the number of jobs, nor does it waive the right of the Guild under other sections of this Agreement to arbitrate discharges.)
- (b)** Positions in the Business Office are subject to consolidation elsewhere. If this results in a reduction in force, such reductions shall be handled as provided for at Section 14.2. Severance pay shall be made in accordance with Article XII of this agreement.

- (c) There shall be no restriction on the use of content (both editorial and advertising) from any source, provided that this shall not be construed as modifying the final sentence of either Section 1.6 or the final sentence of Section 28.11.
 - (d) Distribution and circulation employees may be assigned work relating to other products or materials without conferring jurisdiction on the Guild (e.g., other JRC newspapers or shoppers, other newspapers or magazines, samples, pre-prints that have not been inserted, etc.).
- 1.4 (a) The Employer will endeavor to maintain sixteen (16) full-time newsroom positions including nine (9) reporters, and two (2) photographers during the life of this Contract. Nothing herein shall prohibit the Employer from temporarily transferring any newsroom employee from one newsroom position to another in order to expedite the flow of work.
- (b) Advertorial work shall be done as follows: whenever the Advertorial Writer is absent or unable to perform the duties required of that position, the work is assigned to Guild-covered copy editors and/or non-bargaining unit personnel. Advertorial work is not assigned to reporters.
- 1.5 Should the volume of stringer copy increase to the level where the position of coordinator of independent contractors in the Editorial Department is reestablished, then such a position shall be a Guild-covered position at copy editor's scale.
- 1.6 The Employer may use copy, graphics, or pictorial material obtained from syndicates, correspondents or stringers and affiliated newspapers. The use of such material shall not cause the layoff or discharge of any employee covered by this Agreement.

ARTICLE II Guild Shop and Dues Deduction

- 2.1 All employees who, on the date of the execution of this Agreement, are members of the Guild, shall, as a condition of continued employment, remain members in good standing during the life of this Agreement. All employees, who on the date of execution of this Agreement, are not members of the Guild, shall, as a condition of continued employment, become members of the Guild not later than the 30th day after the execution of this Agreement. All employees who, subsequent to the execution of this Agreement, are transferred to positions to which this Agreement is applicable, and all employees who are hired after the execution of this Agreement, shall, as a condition of continued employment, become members of the Guild not later than the 30th day after such transfer or hiring and thereafter remain members of the Guild in good standing during the life of this Agreement. "Members in Good Standing" as that term is used herein shall mean only that the employee has tendered dues and fees uniformly required of all members.
- 2.2 The Guild, in writing, will notify any employee who fails to remain in good standing with the Guild, that he is no longer in good standing, specify in what respects he is delinquent and afford him ten (10) days in which to remedy his delinquencies. A copy of the Guild's notification will be sent to the Employer. If the employee does not remedy his delinquency within the ten (10) day period, he shall be dismissed by the Employer.
- 2.3 If any employee is reinstated in good standing in the Guild after discharge pursuant to Section 2.2 of this Article, there shall be no obligation on the Employer to reinstate or re-employ such person.
- 2.4 Upon an employee's voluntary written assignment, the Employer shall deduct from the weekly earnings of such employee and pay to the Guild not later than the 10th day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

2.5 The dues deduction assignment shall be made upon the following form:

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: _____

I hereby assign to the _____ Newspaper Guild, and authorize the Employer to deduct from any salary earned or to be earned by me as his employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the _____ Guild, for each calendar month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the _____ Guild not later than the 10th day of that month.

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

Employee's Signature

Date

**ARTICLE III
Discrimination**

3. There shall be no dismissal of or other discrimination against an employee because of membership or activity in the Guild, nor shall the Publisher or the Guild discriminate against an employee because of age, sex, race, creed, color, national origin, marital status, sexual orientation, mental or physical disabilities, or on the basis of any other class or characteristic to the extent protected by law, or because of their rights protected by Section 7 of the National Labor Relations Act, as amended.

**ARTICLE IV
Minimum Salaries**

4.1 The weekly salaries of the employees based on their experience shall not be less than the amounts stated in Section 4.2 of this Article IV on the applicable effective dates.

4.2 (a) The following minimum weekly salaries shall be paid, effective as indicated:

SCHEDULE A: *employees starting before 3/15/99*

Group I: Editors, Copy Editors, Advertorial

Start to 1 year	\$716.42
After 1 year	\$787.74
After 2 years	\$880.20

Fourth Level* \$966.72

**Note: Advancement to fourth level is at the sole discretion of the Company.*

Group II: Reporters, Photographers, Advertising Salespersons*, Lay-out Artists, Circulation Supervisors

Start to 1 year \$550.07
After 1 year \$597.61
After 2 years \$645.15
After 3 years \$692.64
After 4 years \$740.20
After 5 years \$890.88

**See Article XXVIII*

Group III: Telephone Solicitors, Ad-Visors

Start to 1 year \$493.63
After 1 year \$518.47
After 2 years \$543.34
After 3 years \$567.09
After 4 years \$614.43
After 5 years \$690.37

Group IV: Maintenance

Start to 1 year \$539.49
After 1 year \$550.33
After 2 years \$608.67

Group V: Customer Service Representatives: Advertising, Circulation, Editorial and Business Office; Clericals

Start to 1 year \$517.70
After 1 year \$528.49
After 2 years \$539.32
After 3 years \$561.08
After 4 years \$613.00

Group VI: Truck Drivers/Persons-In-Charge
(includes those employees formerly classified as mailers)

\$17.22/hr

SCHEDULE B: *employees starting after 3-15-99*

Group I: Editors, Copy Editors

Start to 1 year \$666.51
After 1 year \$693.17
After 2 years \$719.82
After 3 years \$794.12

Group I (a): Advertorial Writers

Start to 1 year \$399.90
After 1 year \$453.78

Group II: Reporters, Photographers, Lay-out Artists, Circulation Supervisors

Start to 1 year \$453.23
After 1 year \$479.89
After 2 years \$506.54
After 3 years \$595.60

Group II (a): Advertising Salespersons

Start to 1 year \$426.56

After 1 year	\$453.23
After 2 years	\$479.89
After 3 years	\$567.23

Group III: Telephone Solicitors, Ad-Visors

Start to 1 year	\$405.24
After 1 year	\$426.56
After 2 years	\$482.14

Group IV: Maintenance

Start to 1 year	\$373.24
After 1 year	\$426.56
After 2 years	\$482.14

Group V: Customer Service Representatives: Advertising, Circulation, Editorial and Business Office; Clericals

Start to 1 year	\$373.24
After 1 year	\$394.58
After 2 years	\$421.23
After 3 years	\$476.47

Group VI: Truck Drivers/Persons-In-Charge
(includes those employees formerly classified as mailers)

\$11.91/hr

Group VII: Janitorial

Start to 1 year	\$340.33
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- 4.2 (b) In addition to the experience increases for Wage Schedules "A" and "B" herein, employees paid under Wage Schedules "A" and "B" shall receive an increase of 1% on their hourly rate effective 9/12/08 and .5% effective 3/12/09. Wage Schedules "A" and "B" shall remain unchanged.
- 4.3 (a) In the application of the foregoing schedules of minimum salaries, "experience" shall include all employment in comparable work. Employees shall be classified as to the job title and experience rating at the time of employment, transfer or promotion, and the Guild shall be notified thereof in accordance with the provisions of Article 24. An employee paid a salary above the minimum provided for his actual experience shall receive an experience rating which conforms to his salary.
- (b) Employees hired after March 15, 1999 shall be paid in accordance with Schedule B and shall be placed at the "Start to 1 year" level, unless the Publisher elects to pay over the minimum. They shall progress based upon experience at *The Mercury*.
- 4.4 The difference obtaining at any time between the salary being paid to an employee and the minimum weekly salary which would be applicable to him under the provisions of Section 4.2 of this Article 4, shall be maintained whenever the minimum salaries are increased (including the increase in minimum salaries provided for in Section 4.2 of this Article 4) and whenever the employee becomes entitled to a higher minimum salary by reason of completion of a period of experience.

In order to effectuate the foregoing sentence, the salary of any employee whose salary is less than the highest minimum salary for his classification provided for in said Section 4.2 of this Article 4 shall, upon his completing a classification experience period, be increased by an amount equal to the difference between the minimum salary that would then be applicable to him and the next preceding minimum salary for his classification.

This section 4.4 does not apply to raises given in accordance with section 4.2 (b). Salaries of employees receiving such Section 4.2 (b) raises shall increase in accordance with the applicable experience steps set forth in Section 4.2 (a). (Reference Side Letter 3 for examples)

- 4.5 Except as otherwise provided in this Agreement, there shall be no reduction in any employee's salary while this Agreement is in effect. The minimum wage rates established herein are minimums only. Nothing in this Contract shall be construed as prohibiting a salary being paid to any employee higher than that required by Sections 4.1 through 4.4.

- 4.6 (a) Any employee who is scheduled to begin work on any day before 6:00 a.m. and any employee whose scheduled time for ending work is subsequent to 6:00 p.m. shall receive, in addition to his or her regular hourly rate, a night differential of \$.45 cents per hour or three dollars (\$3.00) for each shift whichever is greater. The night differential shall constitute a portion of the employee's regular salary for all purposes, including sick leave, vacation, holiday, and severance pay.
- (b) A covered truck run shall be defined as papers delivered in bulk to racks, stores and carriers as listed on the truck delivery manifest but not to include drops made by independent contractors, distributors or agents. The present covered truck runs are numbers 1, 2, 3, 4, 6, 7, 8, 9 and Penny Pincher run(s). The aforementioned truck runs listed are solely for descriptive purposes and do not constitute a manning requirement nor a Company intent to maintain any named or minimum number of truck runs.
- (c) Full-time distribution employees, then all remaining distribution employees by seniority and availability, shall be given first consideration to be scheduled for a down motor route or a skip run and will receive the truck driver pay for the delivery time portion of the shift.
- A distribution employee's vacation, sick leave, holiday and severance rates of pay shall be based on the average of the last fifty-two (52) weeks of work.
- (d) A twelve dollar (\$12.00) differential will be paid for shifts that include work time between 6 p.m. and midnight on Saturday.
- (e) The following have been named regular part-time distribution employees with medical benefits: Jeff Moses and Tim Antush.
- Any references to named regular part-time distribution employees with medical benefits in this Agreement applies to and shall remain in effect only for the above named employees.
- 4.7 (a) Any employee who works in more than one classification shall receive the rate of salary of the higher paid of the two classifications for the time worked in such higher paid classification. The rate of salary which he shall receive for work in said higher paid classification shall be the greater of either the rate in that classification for the number of years of experience in the classification in which he usually works or the rate in said higher classification next higher than the rate which he receives for work in the classification in which he usually works.
- If in any one financial week such employee works more than eighteen (18) hours in a higher paid classification than his own, he shall be paid at the rate specified above for the entire week.
- The application of the pay for working out of classification language in this section 4.7 (a) is limited to pay for work on the daily newspaper, the Penny Pincher and other print products.
- (b) With respect to product(s) other than print product(s), any employee filling in for the On-Line Editor shall be paid in accordance with Section 4.7 (a).
- 4.8 Whenever an employee covered by this Contract is assigned by the Employer to perform the work of a department head, he/she shall be paid, in addition to his/her regular salary, ten percent (10%) of the top minimum of the classification or a minimum of \$12.00, whichever is greater. It is understood and agreed that such assignment shall be for a minimum period of one working day.

ARTICLE V Hours and Overtime

- 5.1 (a) The regular workweek for all full-time employees shall consist of five (5) consecutive workdays between Monday and Sunday, except for the Business Department and the Advertising Department, which includes Inside and Outside Retail and Classified, the Penny Pincher, and Ad Services, where the regular workweek for all full-time employees shall consist of five (5) consecutive workdays between Monday and Saturday. Consistent with subsection (b) below, by mutual agreement of the Employer and the employee, an employee in the Business Office or Advertising Department may be scheduled for a shift on

Sunday. The regular workweek for all full-time employees shall be thirty-seven and one-half (37 1/2) hours. The regularly scheduled number of hours constituting the workday for all employees shall be seven and one-half (7 1/2) consecutive hours, interrupted by the lunch period heretofore prevailing.

- (b) Additionally, by mutual agreement of the Employer and the employee, an employee's normal workday may exceed eight (8) hours per day and/or may include split shifts, provided that this sentence shall not be construed as modifying Subsection 5.2 (a) DRIVERS and in particular subparagraph (2) of that subsection. Similarly, by mutual agreement of the Employer and the employee, an employee in the Business Office or Advertising Department may be scheduled for a shift on Sunday. Any employee who works more than ten and one-half (10 1/2) hours per workday shall be entitled to a meal allowance. No employee shall be penalized for refusing to accept such an alternative work schedule.

5.2 (a) DISTRIBUTION - Full-time distribution employees shall be scheduled for thirty-seven and one-half (37 1/2) hours per week in five (5) days, Sunday through Saturday, at seven and one-half (7 1/2) hours per day. Full-time distribution employees shall be entitled to twenty-six (26) weekends off per calendar year. When feasible full-time distribution employees shall have the option of Friday and Saturday, or Saturday and Sunday, or two (2) consecutive days off in the week as their weekend as provided for in the prior sentence.

- (b) Distribution employees, other than full-timers, shall be guaranteed no less than three (3) hours per day on all days they are scheduled to work.

All benefits to which distribution employees are entitled shall be compensated on the basis of time worked as defined in 5.3.

- (c) Full-time distribution employees, then named regular part-time distribution employees (part-timers with medical benefits named in 4.6 (e)), then part-time distribution employees (part-timers without medical benefits) shall be given the first opportunity to work overtime, except where recalls for overtime would be for one hour or less. Overtime shall be offered to full-timers on a rotating basis except where such overtime results from the absence of a substitute. In the event no full-time distribution employee is available for the overtime, said overtime shall be offered to named regular part-time distribution employees (part-timers with medical benefits named in 4.6 (e)) on a rotating basis. In the event no full-time distribution employee or named regular part-time distribution employee (part-timers with medical benefits named in 4.6 (e)) is available for the overtime, said overtime shall be offered to part-time distribution employees (part-timers without medical benefits) on a rotating basis.
- (d) By mutual agreement between the employee and the Company, part-time distribution employees (other than the named regular part-timers in 4.6(e)) may work additional hours at the end of his/her scheduled shift, up to a full 7.5 hour shift at the straight-time rate.
- (e) Named regular part-time distribution employees (part-timers with medical benefits named in Section 4.6 (e)), may be scheduled to work up to five days, up to thirty-seven and one-half (37 1/2) hours and maintain their medical benefits.

5.2 (a) DRIVERS.

1. The acceptance of severance terminates all rights under this Agreement, including recall.
2. The normal workday may exceed eight hours per day and employees may be required to work split shifts. Any day a distribution employee works more than ten and one-half (10 1/2) hours the distribution employee shall be entitled to a meal allowance.
3. Overtime shall be paid in accordance with Section 5.3 of this Article 5.
4. Overtime associated with a particular run(s) shall be assigned. Other overtime, such as an extra day's work, shall be assigned as provided for at Section 5.2(c). The Employer shall continue to have the right to employ persons at straight time before incurring overtime.

5. At least once a year the Employer shall post the drivers' schedule for seniority bid. The Employer may bid the schedule more frequently at the Employer's sole discretion.
 6. A regular distribution employee's position shall indicate the truck run(s), the days on which the work is to be performed, and the anticipated normal starting time. Starting times may be changed as provided for at Section 5.6.
 7. Certain distribution positions may be designated as relief drivers. Relief drivers may be used for any purpose including covering trips of regular distribution employees who are off for any reason (e.g., vacation, injury, illness, etc.). The schedule for relief drivers shall indicate two (2) days off. Recognizing that the actual hours and days of work for relief drivers will vary, the Employer shall give such notice as it can reasonably provide under the circumstances.
 8. Whenever a distribution employee is assigned by the Employer to do the work of the Distribution/Loading Director position, the posted schedule shall indicate the person assigned, as well as the days on which the work is to be performed and the anticipated normal starting time. Such person shall be compensated in accordance with Article 4.8.
 9. The Employer, at its sole discretion, may hire casual employees whose only right under the Agreement shall be to be paid the stipulated hourly rate. Qualifications for benefits shall be the same as for part-time employees. Regular employees shall be offered straight time hours before casuals shall be used.
 10. Distribution employees may be assigned any work related to the handling or delivery of *The Mercury* or *Penny Pincher*, including the receipt and staging of products at any Employer facility or the delivery of down routes.
 11. Distribution employees may be assigned work relating to other products or materials without conferring jurisdiction on the Guild (e.g., other JRC newspapers or shoppers, other newspapers or magazines, samples, pre-prints that have not been inserted, etc.).
 12. The Employer at its sole discretion may modify, add, or discontinue truck runs.
 13. Sections 14.2 and 14.3 shall apply to drivers and the in-charge position.
 14. If a distribution employee leaves, the Employer is not required to re-bid the schedule. It shall first offer a regular driver position to the current employees in seniority order. Thereafter the Employer may fill from the outside.
- 5.3 Overtime shall be paid at time and one-half and shall be defined as work performed in excess of 40 worked hours during any one week. However for purposes of this Section 5.3, the "40 worked hours" threshold shall include time not worked but paid for as holidays or vacation days.
 - 5.4 A minimum of four (4) hours' pay at the overtime rate shall be paid to any employee called back after the completion of his/her work on any day and after leaving the Employer's building or the place where his/her duties are being performed, unless previously agreed to.
 - 5.5 Editorial department employees and circulation department employees shall be entitled to twenty-six (26) weekends off per calendar year. When feasible employees shall have the option of Friday and Saturday or Saturday and Sunday, or two consecutive days off in the week as their weekend as provided for in the prior sentence.
 - 5.6 Work schedules for full-time employees and named regular part-time distribution employees (part-timers with medical benefits named in Section 4.6(e)), showing a starting and an ending time shall be posted seven (7) days in advance. For part-time employees, the Company shall make a bona fide effort to post schedules seven (7) days in advance. However, such schedules shall not be posted less than three (3) days in advance. Scheduling showing a starting time and an ending time for part-timers/distribution employees shall be according to seniority and availability. (Old Side Letter 2 – Re-number on signing)
 - 5.7 The Employer shall cause a record of all overtime to be kept. Copies of such records shall be given to the Guild on request.

5.8 Except as provided in Section 5.6, the Employer agrees that it will not schedule the days of work, the number of hours of work on any day, or the time for the beginning and ending of work on any day, of any current (7/28/07) part-time employee in the Distribution Department in such a manner as will interfere with such employee's presently held full-time position with any other company or organization.
In the event of a change in the employee's full-time work schedule outside of the time frame set forth in Section 5.6, the Employer shall make a best effort but have no obligation to change the days of work, or the time for beginning or ending work on any day, then pertaining to such employee's work for the Employer.

5.9 Regular hours of work in the Business Departments Departments (Advertising Outside Sales, Inside Classified, Business Office and Circulation Department) shall end no later than 7:00 p.m.

Prior to Business Department(s) employees working shifts ending later than 5:00 p.m., the Employer and the Guild will meet to discuss safety measures.

Where practicable, employees in the Business Department(s) will be offered a choice of shift, based on seniority, in the event the Employer wishes to schedule such employees to work shifts ending later than 5:00 p.m.

ARTICLE VI Expenses

6.1 The Employer will pay all authorized expenses incurred by the employees in the service of the Employer. Effective on the date of signing of this Agreement, the Employer will provide transportation for truck runs, down motor routes, skip runs and dispatch. Effective 9-15-93, the Employer will provide transportation for truck runs, down motor routes, weekend skip runs and dispatch, provided that employees may be required to use their personal vehicle for skip runs, down motor routes, and dispatch when the Employer's vehicle is not available.

It is agreed that employees who use their vehicles in the service of the Employer will not be required to transport newspaper vending racks, metal posts or any other material that cannot be secured in the trunk of the vehicle. Employees will not be required to operate vehicles in an unsafe manner.

Note: When practicable the Company will endeavor to make available one vehicle for employee use in one-day emergency situations which may arise.

- 6.2 (a) The Employer shall compensate employees for the use of an automobile in the service of the Employer at the rate of twenty-nine cents (\$.29) per mile effective with the ratification date of this Contract.
- (b) It is further agreed that when the price of regular unleaded gasoline reaches eight cents (\$.08) above the price of such gasoline on the date this Contract is ratified, based on averages for three Pottstown gasoline retailers selected by the parties and memorialized below, the Company will increase the prevailing rate in Section 6.2(a) by one-half cent (\$.005) per mile. And for each subsequent eight cent (\$.08) increase in the price of a gallon of such gasoline, the rate shall be increased by one-half cent (\$.005).

If the price of such gasoline would decrease, then for each eight cent (\$.08) decrease the mileage allowance will be reduced by one-half (\$.005) cent per mile, but not below the prevailing base rate in Section 6.2(a).

The comparison and any subsequent changes to the reimbursement rates will be made quarterly (June 1, September 1, December 1, and March 1).

The retail price of the following three Pottstown gasoline retailers shall be averaged to determine future increases or decreases to the gasoline reimbursement spelled out above:

- Hess Station, Route 422, Douglassville, PA, Berks County
- Jack's Coventry Coastal Mart, Route 100, South Hanover Street, Pottstown, PA, Chester County
- Turkey Hill Service Station, 2600 West High Street, Stowe, PA, Montgomery County

6.3 Any employee required to work ten and one-half (10½) hours or more on any day, shall have his/her

meal expense paid by the Employer, up to a maximum of \$10.00 upon presentation of a receipt from the establishment the meal was purchased from. There shall be no reimbursement without receipts showing the amount, date and type of item bought. Receipts are to be turned in on a timely basis as per present practice regarding expenses.

ARTICLE VII Holidays

- 7.1 The recognized holidays for employees shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such.

EDITORIAL DEPARTMENT:

- 7.2 For employees in the Editorial Department, no employee shall be scheduled to work more than three (3) holidays a year. If an employee is scheduled to work one of the holidays, the employee will receive another day off with pay as the holiday, scheduled by mutual agreement within thirty (30) days preceding or thirty (30) days following such holiday, and, in addition will receive time and one-half for all hours actually worked on the holiday.
- 7.3 Notwithstanding Section 7.2, an employee in the Editorial Department who is required to work more than three (3) holidays shall receive an additional day off per such holiday worked with pay, scheduled by mutual agreement, in addition to anything which the employee is entitled in Section 7.2.

ALL DEPARTMENTS: (EXCEPT EDITORIAL)

- 7.4 If an employee is scheduled to work one of the holidays, the employee will receive another day off with pay as the holiday, scheduled by mutual agreement within thirty (30) days preceding or thirty (30) days following such holiday, and, in addition will receive time and one-half for all hours actually worked on the holiday. Holidays in this instance do not include personal holidays or floating holidays.
- 7.5 Employees, including those employees in the editorial department, who have completed one year's employment or more with the Employer as of January 1st of each calendar year, shall receive three (3) floating holidays. Scheduling of these holidays, is by mutual agreement, and shall be agreed to at least ten (10) days in advance. In the event of an unanticipated bona fide emergency, a floating holiday may be scheduled by mutual agreement with less than ten (10) days advance notice.
- 7.6 Should a holiday on which an employee is entitled to be free from work occur on one of such employee's regular days off or during his vacation, said employee shall, within thirty (30) days preceding or thirty (30) days following such holiday be granted another day free from work (in addition to his regular days off and vacation) without deduction from his salary.

ARTICLE VIII Vacations

- 8.1 Employees shall be entitled in each calendar year to vacations with full pay on the following basis:
- (a) Five (5) weeks vacation with pay for those who have been continuously employed by the Employer for twenty (20) or more years.
 - (b) Four (4) weeks vacation with pay for those who have been continuously employed by the Employer for ten (10) years or more but less than twenty (20) years.
 - (c) Three (3) weeks vacation with pay for those who have been continuously employed by the Employer for three (3) years or more but less than ten (10) years.
 - (d) Two (2) weeks vacation with pay for those who have been continuously employed by the Employer for more than one (1) year, but less than three (3) years. Employees may take one (1) of their two (2) first-year vacation weeks after they have been continuously employed for six (6) months.

- (e) All other employees who have not worked for the Employer for the entire previous calendar year shall receive one (1) day's vacation with pay for each twenty-five (25) working days in the previous calendar year that he was in the employ of the Employer.
- (f) All employees must take their vacation during the calendar year due except by mutual agreement of the employ and the Employer.

8.2 An employee's length of service with the Employer for the purpose of this Article 8 shall be the total number continuous years which the employee has completed service of the Employer on January 1st of the calendar which vacation is to be taken.

8.3 Precedence in the selection of time for taking leave shall be given to employees with the greater length of service for requests made prior to April 1. The schedule of vacations by seniority shall be posted by April 8. All available vacation time not claimed by April 1, on the basis of seniority, shall be determined on the basis of the order in which requests are received.

All vacation leave shall be subject to the requirements of the Employer and a list of said requirements shall be posted by departments not later than March 15.

8.4 Vacation pay shall be paid in advance on the payday preceeding the employee's first week of vacation.

ARTICLE IX Sick Leave

9.1 (a) "Service Year" as used in this Article designates that period of 365 consecutive days which begins with the date or the anniversary of the date of the beginning of the employee's service with the Employer. An employee who is absent because of illness shall, during his absence, be entitled to receive as sick leave amounts equal to his regular weekly salary, such pay to be granted on the basis of one week's pay for every twelve (12) months of service or major fraction thereof up to a maximum of ten (10) weeks, provided that any employee who currently has more than ten (10) weeks shall not forfeit such days accrued prior to March 15, 1999.

(b) The employee will reimburse the Employer for the amount of sick pay equal to that amount received by the employee from Workers' Compensation.

(c) After exhaustion of all Contractual sick leave, the Employer shall provide a weekly income disability benefit at no cost to the employee, equal to 1/3rd of their salary for the first six (6) weeks and then \$75 per week for full-time employees and \$60 per week for part-time employees for an additional twenty (20) weeks. Absences of less than one week increments will be pro-rated.

(d) An employee hired before March 15, 1999 who totally exhausts sick leave due to a serious illness or injury shall be eligible to have his/her sick leave bank restored to the same level as was in effect at the beginning of the service year when sick leave was exhausted subject to the following:

- (1) The maximum amount of sick leave to be restored is ten (10) weeks;
- (2) Sick leave shall only be restored after the employee has actively worked ninety (90) full working days; and
- (3) such restoration shall only occur once in the course of an employee's employment.

9.2 The Employer may require an employee absent because of illness to submit a physician's certificate. The Employer may also require the employee to be examined by a physician selected by the Employer, in which case the Employer will pay its physician for the examination.

NOTE: The practice of regularly requiring a doctor's certificate in cases involving illness of two (2) days duration or less will be relaxed, providing the employee notifies his immediate superior of such illness prior to the time he is scheduled to report for work, and provided there is no indication of malingering. When malingering is suspected by the Publisher, the employee will be informed in writing that on the next occurrence of illness he/she may be required to produce a doctor's certificate. In the latter case a doctor's certificate may be

required before sick pay is allowed. The requirement of producing a doctor's certificate will remain in effect for six (6) months or until rescinded by the Publisher.

- 9.3 The provisions of this Article shall in no way affect, modify or waive the Employer's rights and liabilities or the employees rights, under the Workers' Compensation Laws.
- 9.4 Employees on such leave are expected, to the extent possible, to notify the Employer of the probable date of their return.
- 9.5 Granting and payment of sick leave in cases of pregnancy disability shall be on the same basis as all other disabilities.
- 9.6 It is agreed employees will make a bona fide effort to schedule medical, dental and other health-related appointments during non-work hours. When employees find they must schedule such appointments to obtain needed care during working hours, they may do so upon advance notice to the supervisor and may deduct the necessary time required for the appointments from accumulated sick leave time.

ARTICLE X

Leaves of Absence

- 10.1 Upon request, the Employer shall grant an employee a leave of absence without pay for good and sufficient reason provided it is practicable for the Employer to grant such leave.
- 10.2 If an employee is elected or appointed to any Newspaper Guild or AFL-CIO office or office of a local of The Newspaper Guild or of any labor organization with which The Newspaper Guild or the Newspaper Guild of Greater Philadelphia is affiliated, such employee shall be given a leave of absence without pay, and shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees shall be granted such leaves at any one time and they must be from different departments, provided that these restrictions may be relaxed by mutual agreement of the parties.
- 10.3 Leaves of absence shall, without pay, upon request, be granted to employees who are elected or appointed as delegates to conventions of The Newspaper Guild, AFL-CIO or of any organization with which The Newspaper Guild or the Newspaper Guild of Greater Philadelphia is affiliated or as delegates to special meetings called by The Newspaper Guild, or by any branch thereof or by an organization with which The Newspaper Guild is affiliated. Such employee shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees shall be granted such leaves at any one time and they must be from different departments, provided that these restrictions may be relaxed by mutual agreement of the parties.
- 10.4 Child care leave without pay or benefits shall be granted upon request, provided it is practicable for the Employer to grant such leave, beginning immediately after cessation of a disability connected with the birth of a child or placement of a child in the employee's home for adoption. Foster care child leave may be taken provided formal application has been made by the employee to adopt the foster child placed in the employee's home. It is understood that all applicable state and federal laws pertaining to pregnancy disability will be observed and no employee shall be required to take a child care leave of absence. It is anticipated by both parties that, except in unusual circumstances, childcare leave is not to exceed six (6) months. Only one such leave shall be granted to an employee in any calendar year. The employee shall have the option to pay the health premium for the duration of the leave.
- 10.5 Leaves provided for in this Article shall not constitute breaks in continuity of service and the period of such leave shall be deemed in part of, and be added to the employee's length of service with the Employer for the purpose of computing the amount of sick leave, vacation experience and other benefits to which the employee is entitled under this Agreement after returning to work but the duration of leaves under Sections 10.1 and 10.2 may be deducted from an employee's length of service in computing severance pay and anniversary raises. The duration of leave under Section 10.4 may be deducted when computing anniversary raises.
- 10.6 An employee accepting full-time gainful employment while on a leave of absence which is not connected to his leave of absence and is for the purpose of solely seeking employment elsewhere with the intention of leaving The Mercury and not returning, shall automatically be dismissed except if the parties agree to the contrary.

- 10.7 All employees covered by this Agreement become eligible for inclusion under the Family and Medical Leave Act when they have been employed by the Company at least twelve (12) months and have worked at least 1,250 hours during the last twelve (12) months.
- 10.8 (a) If an employee is entitled to family leave under the Family Medical Leave Act (FMLA) and for another type of leave as provided for under this Agreement, paid or unpaid, except sick leave, the employee has the option of using vacation/personal time prior to or subsequent to taking approved FMLA leave or, the employee may elect to substitute vacation/personal time for unpaid FMLA leave, in which case the leave will be integrated.
- (b) If an employee is entitled to leave due to his/her own serious health condition, the Company requires that paid sick leave be integrated with the FMLA leave.
- (c) Whenever leaves are integrated they will run concurrently and the other type of leave will count toward the employee's twelve (12) week entitlement to leave as provided for under the Family Medical Leave Act. An employee may request a variance of this integration of leaves policy but the final determination is at the sole discretion of the Company.
- 10.9 The calendar year (i.e., January 1, 1995 through December 31, 1995) will be utilized as the method of measuring the twelve (12) month "leave year" period under the Family and Medical Leave Act (FMLA) of 1993.

ARTICLE XI Military Service

- 11.1 Any employee covered by this Agreement with two (2) months or more service with the Employer who is required to enter or who while the United States is at War or engaged in a Korea or Vietnam type of policy action or voluntarily enters the military service or armed forces of the United States (including the women's branches, auxiliaries, Coast Guard or Merchant Marine), or who, under or by virtue of any national service or draft legislation or universal military training legislation is required to take employment with another employer including the United States government or any of its branches, agencies or subdivisions, shall be considered as on leave of absence without pay and shall have the time spent by him in such service added to the length of his service with the Employer, and to his experience rating, but his experience rating shall not be increased by more than thirty (30) months of such absence, unless during his period of service above described, the employee has been engaged for a period of more than thirty (30) months in work similar to that performed by him for the Employer at the time that he entered such service, in which event, the Employer shall grant such amount of credit for experience rating beyond thirty (30) months as the circumstances may warrant.
- 11.2 Any such employee who within ninety (90) days of his discharge from such service applied for reinstatement shall, within two (2) weeks after the Employer receives such application, be returned to his former position and former salary, or the salary then applicable to such position, or to a position of equivalent compensation, if he is physically and mentally capable of filling it. All wage increases granted under Article 4 of this Agreement during his absence in such service, to which he would have been entitled had he not been so absent, shall be considered as forming part of the rate of pay then applicable to the position he held, and to the rate of pay he received, upon taking his leave of absence.
- 11.3 If any employee, upon his return from military service, is found to be physically or mentally incapacitated to the extent that he is unable to resume his former employment, the Employer shall make all efforts to place him in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found, the employee shall be considered dismissed as of the date such decision is reached and shall receive his severance pay.
- 11.4 Application for resumption of work must be made within ninety (90) days after termination of military service, plus travel time from separation center to place of employment.
- 11.5 An employee promoted to take the place of one entering or already in military service may, upon the resumption of employment of such employee, be returned to his previous position and salary but at no less than the then current minimum salary for the position. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which he was promoted. In the event of a subsequent permanent change in employment, and consequent of classification, the employee shall receive full experience credit in

such new classification for the period in which he has already been engaged in such new classification.

- 11.6 An employee hired as a replacement for one entering or already in military service, shall be covered by all the provisions of this Agreement, except by Section 11.1 through 11.4 of this Article 11, and except that such employee, on his own entering military service, shall be construed to be a dismissed employee and shall be given accumulated severance pay.
- 11.7 An employee hired as a replacement for one entering or already in the military service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.
- 11.8 An employee hired or promoted as replacement of an employee entering or already engaged in military service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee he is replacing, and a copy of such notice shall be sent to the Guild.
- 11.9 Employees who are members of the Armed Forces Reserve, Coast Guard Reserve or the National Guard and who are required to participate in an annual period of active duty will be granted a leave of absence, without pay, for this purpose for the duration of such annual period of active duty, and the duration of such leave shall be deemed to be service with the Employer.
- 11.10 A conscientious objector, upon release from Federal Service or other duties imposed upon him as such, shall be considered as having received his discharge.

ARTICLE XII Severance Pay

- 12.1
 - (a) Upon dismissal for any reason, an employee shall receive cash severance pay in a lump sum equal to one (1) weeks pay for every six (6) months of service or major fraction thereof, such pay to be computed at the then current weekly compensation received by the employee, up to a maximum of thirty (30) weeks.
 - (b) Upon retirement or resignation at age fifty-four (54) or after an employee continuously employed since March 14, 1999 shall receive cash severance pay in the same dollar amount that the employee would have received if that employee would have been laid off on March 15, 1999.
 - (c) At the option of the employee, the above severance payment may be taken in a lump sum or in thirty (30) weekly installments. Such choice must be made in writing not less than sixty (60) days prior to the first due payment.
- 12.2 Notwithstanding Section 12.1, severance pay shall not be paid to an employee:
 - (a) who resigns prior to age 54;
 - (b) who provokes his dismissal for the purpose of obtaining severance pay;
 - (c) who is dismissed for workplace theft;
 - (d) who is dismissed for failure to maintain Guild membership in good standing; or
 - (e) who is dismissed for cause.
- 12.3 On the death of an employee, his beneficiary shall be paid by the Employer, or as a result of the group life insurance plan instituted and wholly paid for by the Employer, an amount at least equal to severance pay to which he would have been entitled as set forth in Section 12.1 above if he had been discharged on the date of his death. If the proceeds (\$7,500 and in the event of accidental death, \$15,000) of the group life insurance plan payable to such employee's beneficiary shall equal or exceed such amount, the beneficiary shall receive proceeds of the group life insurance plan and no additional payment shall be made by the Employer. If the proceeds of the group life insurance plan shall be less than such amount, the Employer shall pay such employee's beneficiary a sum equal to the difference between the proceeds of the said group life insurance and the said amount.

ARTICLE XIII
Grievance and Arbitration Procedure

13.1 Any dispute as to interpretation of any clause of this Agreement or as to the carrying out of any of its terms ("grievance") shall be presented within thirty (30) work days of the time that the grievant or the Guild knew or reasonably should have known of the events giving rise to the grievance, except, in the event of a grievance over an employee's pay, which shall be presented within six (6) months of such time.

The grievance shall be presented by the Guild in writing to the Publisher or its designee stating the name of the grievant, the applicable clause of the Agreement being disputed, the date of the occurrence, and describing the occurrence. Failure to present the grievance within such time will bar further processing of the grievance.

13.2 The Employer will meet with the Guild committee within fifteen (15) workdays after submission of the grievance. The Employer will reply to the Guild within fifteen (15) workdays following the meeting.

13.3 Any grievance not satisfactorily settled in the above manner may be submitted by the Representative Assembly of the Guild to final and binding arbitration within twenty-five (25) work days after the Employer's answer is received or was due, whichever first occurs.

13.4 Arbitration shall be conducted under the provisions of the Voluntary Labor Arbitration rules of the American Arbitration Association. The arbitrator shall not have the power to alter, amend or modify any provisions of this Agreement and the decision shall be binding upon both the Guild and the Employer. The fee of the arbitrator, his bill for expenses, and the American Arbitration Association's bill for administrative costs shall be borne by the losing party; where the decision is of such a nature that it is not clear which is the losing party, these charges shall be assessed equitably by the arbitrator, in accordance with the merits of the opposing positions, as part of the proceeding.

13.5 (a) Failure by the Employer to adhere to the time limits shall automatically settle the grievance in the Guild's favor under the following circumstance. If the Employer fails to adhere to any time limit the Guild shall send the Publisher a certified letter informing the Publisher of the failure to adhere to the time limit. If within ten (10) business days (Monday through Friday) from receipt of such certified letter, the Employer fails to send a response to the Guild, the grievance shall then settle in the Guild's favor.

(b) Failure by the Guild to file the grievance within the time limits shall be a waiver of the grievance.

(c) The Guild and the Company may extend these time limits by mutual agreement.

13.6 Prior to the filing of the written grievance, pursuant to Paragraph 13.1 above, any employee(s) may present the issue to his or her supervisor for informal adjustment, provided the employee is permitted to have a Guild representative present. Any such informal adjustment shall be without precedent, unless the Guild and the Employer agree otherwise.

13.7 The procedure following applies exclusively to grievances of discharges:

The Employer representatives shall meet with the Guild within five (5) working days of the discharge for a discussion of all relevant facts relating to the discipline. Upon completion of its investigation of the discharge, the Guild may file a grievance with the Employer, either orally or in writing. In the event the grievance is not satisfactorily settled, the Guild may submit the matter to binding arbitration within the (10) working days thereafter.

Immediately upon signing of this Agreement, the parties shall select two arbitrators which will constitute a panel from which an arbitrator to hear a discharge grievance shall be selected by coin toss. The two panel members shall be selected as follows:

(i) Each side shall submit to the other a list of nine (9) names from which the other side may select one name to be on the panel. If either side declines to select one name from the other party's list, then both parties shall request that the AAA submit two panels of nine (9) names each from which the parties shall select the panel by the alternate striking method.

(ii) After an arbitrator has issued a decision in any discharge case that arbitrator shall be removed from the panel and another arbitrator selected as a replacement using the

method above, unless both parties agree to retain the arbitrator who issued the decision.

- (iii) Unless specifically modified by this section, the arbitration shall be conducted in accordance with all relevant provisions of this Article 13.

The hearing must be scheduled no later than sixty (60) days following the selection of the arbitrator. Post-hearing briefs, if any, must be submitted within two weeks of the conclusion of the hearing. The parties, if they mutually agree, shall make closing arguments in lieu of briefs. The arbitrator shall issue a written award within thirty (30) days of the close of the hearing.

ARTICLE XIV Job Security

- 14.1** There shall be no disciplinary discharge or dismissal except for just and sufficient cause. It is understood by the parties that the provisions of this Section 14.1 deal only with discharges or dismissals for just and sufficient cause, and are independent of and do not impact upon the operation of any section of Article XIV dealing with reductions in force.
- 14.2** In the event dismissals are deemed necessary as the result of new or modified organization, methods, processes or equipment, the Employer will give the Guild thirty (30) days advance notice of the potential impact on Guild positions. The dismissals will be made in inverse order of seniority in the job classification in which dismissals are to be made. Those employees who are dismissed will receive severance pay to which the employee is entitled, with a minimum of two weeks. When practicable, the Employer will give consideration to training employees dismissed under this Section for positions in other classifications where openings are available. Nothing herein shall require the Employer to place any displaced employee in a position for which he/she is not qualified.
- 14.3** In the event of dismissals to reduce the force for reasons other than those set forth in 14.2, the Employer shall notify the Guild, and the employee to be dismissed, of any such dismissals or discharge to reduce the force. Upon request, the Employer will advise the Guild of its reasons for reducing the force. This does not require the Employer to prove that it could not continue to exist as a viable entity absent the reduction of force. There shall be no dismissals or discharges to reduce the force for a period of two (2) weeks after notice has been given to the Guild, during which time the Employer shall accept voluntary resignations from employees in the classifications involved. Such employees shall be paid the amount of severance pay provided by Article 12. The number of employees dismissed shall be reduced in the extent that the force reduction has been achieved by resignations.
- 14.4**
 - (a) Remaining dismissals, if any, pursuant to Section 14.3 in job classification in which dismissals are to be made shall be made in the inverse order of the total length of service for the Employer.
 - (b) An employee dismissed may elect, within three (3) days after his actual dismissal, to "bump" into a lower paid classification in which he has worked and is qualified as deemed by management after discussions with the Guild. He may displace an employee in that classification whose period of service in the lower classification is less than the periods of service of the dismissed employee in the lower paid and higher paid classifications together. The employee thus "bumped" shall be the one with the lowest period of service in his classification.
 - (c) An employee displaced pursuant to Section 14.4 (b) may similarly elect to "bump" into a lower paid classification in which he has worked, or he may elect to take severance pay as provided by Article 12.
 - (d) An employee who "bumps" into a lower paid classification shall be paid the top minimum for that classification plus whatever dollar differential above minimum he enjoyed in the classification from which he was displaced.
- 14.5**
 - (a) Employees dismissed pursuant to Section 14.2, 14.3 and 14.4 and employees who have elected to "bump" into a lower paid classification, shall be placed upon a reinstatement list. The Employer shall fill all vacancies with persons on the list in the order of length of service for the Employer in the classification in which the vacancy occurs and in any higher classification. Time spent on a reinstatement list by dismissed employees shall not constitute

breaks in continuity of service, but need not be counted as service time, in computing length of service with the Employer.

- (b) One rehired or transferred to a vacancy under Section 14.5 (a) shall be paid at least the applicable minimum for the classification in which he is rehired or to which he is transferred plus whatever dollar differential above minimum he enjoyed when displaced or dismissed or when he "bumped" into a lower-paid classification.

14.6 The rights of employees on a reinstatement list as provided for in Section 14.5 (a) shall be accorded to them prior to any new employees being hired, provided, an employee to whom such rights are to be accorded responds to a call to be rehired by advising the Employer of his intention to report for work not more than five (5) working days after receipt of notice sent to him by certified mail, to his last known post office address in the Employer's records. If such an employee fails to report within fifteen (15) working days after receipt of the Employer's notice to work shall lose all rights under Section 14.5, unless he is temporarily incapacitated, preventing him from responding or returning to work, in which case, he must notify the Employer, in writing, within three (3) working days after he is able to respond that he will report within fifteen (15) working days.

14.7 Employees on reinstatement list who are not in the active employment of the Employer shall be deemed discharged if they have been:

- (a) On the reinstatement list in excess of twenty four (24) months;
- (b) Fail to return to work at the expiration of a leave of absence or an extension thereof;
- (c) Work for another employer during a leave of absence, except by agreement of the parties hereto in accordance with Section 10.6 of Article 10, and (d) give a false reason in obtaining a leave of absence.

14.8 The Guild and all employees shall be notified at least one (1) month in advance of dismissal by way of sale or discontinuance of publication, or one month's compensation shall be paid to all employees in lieu of notice. Such notice or compensation in lieu of notice is distinct from and in addition to any severance pay due under Article 12.

ARTICLE XV Transfers to Other Enterprises

15. 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 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.

ARTICLE XVI Promotions

16.1 (a) No employee shall be transferred or promoted by the Employer to another position or job classification without the employee's consent. No employee shall be penalized for refusing to accept such transfer or promotion.

- (b) The Employer shall be the sole judge in determining an employee's assignment, beat, territory or district. In the event there is a change in assignment, beat, territory or district, there shall be no reduction in salary or impairment of benefits as a result of such change.

16.2 An employee may be transferred from a lower wage to a higher wage classification for a trial period of sixty (60) days. During such trial period, the employee shall receive at least the minimum next higher than his salary in the classification from which he advanced. If at any time during this sixty (60) day period it is determined by management that the employee is not competent to perform the duties of the higher wage classification, he or she may be returned to his or her former job and wages. During such trial period the employee may elect to return to the classification from which he advanced without penalty or prejudice.

16.3 (a) At the end of such trial period, the employee shall be confirmed in the classification to which

he advanced, unless he has been unable to perform the duties of the job. If so confirmed, the trial period shall be included for all purposes in determining length of service and experience in the classification to which he advances. If not so confirmed, he shall be returned to the classification from which he advances without penalty or prejudice.

- (b) If the employee returns to the classification from which he advanced, he shall then receive the salary he would be entitled to if he had never been advanced. His period of service in the higher classification shall be counted for all purposes as service in the classification from which he advanced.

16.4 The Employer agrees that whenever practicable, it will, in the order shown below, take the following steps:

- (a) Give first opportunity to regular employees then on the payroll in filling new or vacant positions in preferable or higher paid classifications.
- (b) Insofar as consistent with Sections 14.5 and 14.6 give first opportunity for regular employment to (i) part-time employees, and (ii) then to temporary employees.

16.5 Notice of all Guild-covered vacancies shall be posted on all available bulletin boards and copies thereof given to the Guild. Employees not on a reinstatement list desiring to fill such vacancies shall submit written applications within seven (7) business days of such posting to be followed by an interview if requested by the employee. Any employee who is unsuccessful in bidding for such a position may ask for and shall receive an explanation of the decision.

16.6 An employee who is promoted to a higher salary classification shall not receive while in such classification less salary than he would have received if he had not been promoted.

ARTICLE XVII New Employees' Trial Period

17. An employee shall be considered to be on probation during the first ninety (90) days after he/she is hired and during such ninety (90) day period may be dismissed for any reason. It is understood the new hire will be eligible for benefits after thirty (30) days.

A probationary employee shall be given an initial review after thirty (30) days and a second review after sixty (60) days to inform him/her of his/her progress.

ARTICLE XVIII Jury Duty

18.1 Any employee who is called and is required to report for jury duty shall be reimbursed for the difference between the earnings lost for those regularly scheduled work days actually spent by him on such duty and the amount of compensation paid him for such duty on scheduled work days.

Such reimbursement shall be paid only if the employee gives the Employer two (2) weeks' prior notice of such jury duty call or such shorter notice as his call to jury makes possible and presents proper evidence as to the jury duty performed and compensation received.

18.2 It is further understood that night side employees serving on jury duty will not be required to report for work on the days of such jury duty without suffering a loss in pay.

ARTICLE XIX Group Insurance

19.1 The Employer agrees to maintain during the term of the Agreement, the group medical insurance plan including the dental plan and major medical plan in effect on January 1, 2003.

In addition to the current per-week employee contribution, the Company and the employee will each pay fifty percent (50%) of future premium increases during the term of the Contract provided further that employees shall not contribute less than thirty percent (30%) of the premium, or more than forty-seven and a half percent (47.5%) provided the employee elects the lowest cost provider, dental and major medical, available in his/her geographic area.

The two geographic areas, for purposes of administrating the forty-seven and a half percent (47.5%) provision above, are Berks County and the Southeastern PA region. The available medical insurance coverage includes major medical insurance and major medical insurance plus dental for both single and family coverage in each geographic area.

Notwithstanding the above, the Company agrees that employees who, on signing of this agreement, are electing family coverage under the Southeast PA HMO, will continue to pay a 50% share of future premium increases. This grandfathering provision will cease when such an employee switches from family coverage under the Southeast PA HMO to any other carrier or type of insurance during the term of this Agreement.

- (a) A mail order prescription program will be provided by the Employer to all bargaining unit employees receiving coverage under 19.1 of this Agreement. This benefit will not extend to employees selecting coverage under 19.3 and 19.5 of this Agreement.
- (b) Under the plan referenced in 19.1, outpatient psychiatric visits shall be reimbursed at eighty (80%) of the UCR up to a maximum annual payout of twenty-six hundred dollars (\$2,600) with a lifetime maximum of one hundred twenty (120) visits.

- 19.2 The Employer agrees to increase the major medical coverage contained in the health insurance plan referenced in 19.1, to a total lifetime maximum of \$1 million.
- 19.3 The Employer shall provide an HMO health care alternative. In addition to the Company contribution described in 19.1, effective March 15, 1997, the Company and the employee will each pay fifty percent (50%) of future HMO premium increases during the term of the Contract. The Company's contribution will be equal to its contribution to the group medical insurance plan described in 19.1 above.
- 19.4 The Employer will provide the Opti-Choice vision care plan for employees selecting coverage under 19.1 and the Employer will pay the now current cost of said plan which is represented by The Guild to be \$2.67 per month for single and \$7.48 per month for two or more. Future premium increases will be added to the medical plan premiums and payment of said increases will be calculated in accordance with the provisions in 19.1. This benefit will not extend to employees selecting coverage under 19.3 and 19.5 of this Agreement.
- 19.5 Bargaining unit employees who work under thirty (30) hours per week, who were purchasing medical insurance on March 14, 1999, may continue to purchase medical insurance and will pay the full cost of such coverage. This coverage shall not apply to employees (part-time) whose spouse is eligible for family coverage under his/her employer's plan. Payment for such coverage will be made through payroll deduction.
- 19.6 The Company will implement its flexible spending account to allow employees to set aside pre-tax dollars to pay for deductibles, co-pays and other covered but un-reimbursed medical expenses. At the end of each calendar year any leftover funds, after the Company has been made whole for payments and administrative costs, will be donated to a charity jointly designated by the Company and the Guild.
- 19.7 The employees' contribution to the health plan will be made with pre-tax dollars under the Company's IRS 125 Plan.
- 19.8 In addition to the plans provided for above, the Employer shall have the unilateral right to offer additional other plans under such terms and conditions as are established by the Employer.

ARTICLE XX Bulletin Boards

- 20 The Employer shall provide space for bulletin boards in Guild departments for the use of the Guild.

ARTICLE XXI Part-Time and Temporary Employees

- 21.1 A part-time employee shall be considered one who works less than the full workweek as provided in this Agreement.
- 21.2 Part-time employees are subject to all terms of this Contract. Their wages and other benefits to which they are entitled shall be computed on a pro-rate basis, in proportion to the hours paid for.

- 21.3 A temporary employee may be hired as a replacement for an employee on sick leave, military leave, maternity leave, leave of absence or vacation. An employee hired or promoted temporarily to replace an employee on such leave or vacation shall, at the time of such employment or promotion, be given a written notice to that effect stating which employee he is replacing and a copy of such notice shall be sent to the Guild.
- 21.4 Temporary employees, other than those specified in Section 21.3, may be employed on special projects and shall be subjected to all the provisions of this Contract except Articles 9, 10, 11, 12, 14 and 16. The term of employment of such employees shall not exceed three (3) months in any twelve (12) consecutive months beginning with the date of their hiring.
- 21.5 Part-time employees desiring extra work shall be given first opportunity prior to the hiring of temporary employees, provided they have registered their desire with the Employer and furnished him a list of their competent skills.
- 21.6 Temporary employees, other than those specified in 21.3, shall not be employed where the result of such employment would be to eliminate or displace a position for a full or part-time employee. It is agreed that part-time positions shall be established only for bona fide business reasons and not for the purpose of eliminating full-time positions.
- 21.7 All part-time employees who work a consistent thirty (30) hours per week shall be considered full-time for insurance purposes only.

**ARTICLE XXII
Bereavement Pay**

- 22.1 Every employee having a death in his or her immediate family shall be granted a three-day leave of absence with pay. Such three-day leave of absence shall be taken within seven days of the day of death or the memorial service. Immediate family is defined as mother, father, sister, brother, wife, husband, designated domestic partner, daughter, son, stepparents, stepchildren, mother-in-law, father-in-law, son-in-law and daughter-in-law. In the event bereavement falls during the bereaved's vacation, the number of days within the vacation period may be taken at some future time mutually agreed to by the Employer and employee.

The intent of the designation of designated domestic partner provides bereavement leave upon the death of the designated domestic partner. Said bereavement leave does not apply upon the death of relatives of the designated domestic partner.

The Company and the Guild will agree on a designated domestic partner form which names the designated domestic partner and attests that the parties are co-habiting at the same address, and will be signed by the employee and the employee's designated domestic partner. There will be a 30-day waiting period from the time the signed form is presented to the Company before bereavement leave will be permitted. Either party may terminate the domestic partner designation by written notification to the Company.

- 22.2 All employees shall be allowed two (2) days leave of absence with pay, one of which shall be the day of the funeral or viewing or the memorial service of the following: brother-in-law, sister-in-law, grandmother or grandfather and grandchildren. Such two (2) day leave of absence shall be taken within seven (7) days of the day of death. The two days mentioned above must be regularly scheduled working days. The Employer at his option may grant additional time.

**ARTICLE XXIII
Pension**

- 23.1 The Guild agrees to accept, and the Employer agrees to maintain and continue in effect for the life of this Agreement, the "Peerless Publications, Inc. Newspaper Guild Employees' Retirement Plan," subject to the following conditions and agreements respecting the same, which conditions and agreements shall be effective notwithstanding any provisions to the contrary in any of the documents establishing, governing or stating the Plan or the Trust Fund from which benefits under the Plan are paid or furnished:

- (1) Employer agrees that any employee who during the life of this Agreement becomes eligible for retirement under the Plan but continues in employment shall be deemed to have an

irrevocably vested right to the same benefits under the Plan as an employee who retires under the Plan.

- (2) The Employer agrees that it shall be liable for the payment, during the life of any employee who retires during the life of this Agreement, of the amounts of benefits to which sum the employee would be entitled as determined in accordance with the provisions of the Plan, it being further agreed and understood that such obligation shall not be terminated, diminished or in any way affected in the event that at any time there does not exist a collective bargaining agreement between the Employer and the Guild.
- (3) The Publisher may amend the Plan in order to maintain the Plan's tax-qualified status and to maintain compliance status with federal legislation or federal administrative agency regulations provided benefit levels are not reduced. The Publisher will furnish the Guild with proposed amendments necessary for compliance purposes. If the Publisher proposes amendments other than those described above, it will bargain with the Guild over such proposals.
- (4) Effective September 15, 1970, benefits payable for all past service credits prior to January 1, 1970 shall be increased by ten percent (10%).
- (5) The Employer may merge this Plan with other plans so long as the formula for and schedule of benefits remains unchanged.

23.2 The Employer agrees to contribute to the Newspaper Guild Pension Fund \$7.50 per week on behalf of each employee. Pro-rata contributions will be made for each part-time employee based on the number of hours paid for.

23.3 The Company will make the CWA 401(k) plan available to Guild-covered employees.

23.4 Upon written direction of the Guild, the Employer shall divert additional amounts from any lump sum payment(s) or wage increase(s) into the above-enumerated plans in accordance with the terms of the plan(s), provided that said amounts are tax deductible.

ARTICLE XXIV Information from Publisher

24.1 Upon request, the Employer shall supply the Guild with a list containing the following information for all Guild employees then on the payroll-such information is not to be requested more than once in any twelve (12) month period, except as provided by law:

Name, address, sex, date of birth
Social Security number
Date of hiring
Classification
Experience rating and experience anniversary
Salary, including a description of commission or bonus arrangements

24.2 The Employer shall notify the Guild monthly in writing of:

All merit increases granted by name of the employee, individual amount and effective date. Step-up increases paid by name of the employee, individual amount, resulting new salary and effective date.

The actual number of hours worked each week by part-time employees will be submitted to the Guild on a weekly basis.

Changes in classification and any salary changes by reason thereof, and effective date.

Resignation, retirement, deaths, overtime worked and any other revisions in the data listed in Section 24.1 and effective dates.

ARTICLE XXV Miscellaneous

- 25.1** The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated/air conditioned and lighted place for the performance of all work.
- 25.2** An employee required to work on Election Day during all the hours polls are open shall receive sufficient time off with pay to enable him to vote.
- 25.3** During the term of this Agreement the Employer agrees there shall be no lockout of employees. The Guild agrees there shall be no strike, sympathy strike, work stoppage or slowdown during the term of this Agreement.
- (a) Nothing herein shall be construed to require an employee to subject him/herself to personal physical danger. In the interpretation of this clause, the standard to be applied is whether or not a person would have reasonable cause to believe that crossing a picket line would in fact subject him/herself to imminent physical danger.
- (b) Furthermore, employees shall not be required to perform any work normally performed by employees who are on strike against their employer where the performance of such work would render this Employer an ally of the struck employer. However, nothing herein shall relieve employees covered by this Agreement from performing work historically performed by them regardless of the source of such work.
- 25.4** The Employer must comply with the foregoing provisions of Sections 25.3 only to the extent permitted by Federal Law.
- 25.5** Employees shall not engage in outside activities which consist of services to be performed for media in competition with the Employer, and provided further that without permission no employee shall exploit his or her connection with the Employer in the course of any activities.
- 25.6** Any union representative shall be permitted to visit anywhere in the premises of The Pottstown Mercury newspaper during working hours, providing they first notify the Publisher's Office of same and indicate the purpose of the visit.
- 25.7** Employer Issued Digital Camera Equipment

The Employer has made a substantial investment in electronic camera bodies, lenses and peripheral equipment and accessories. The Employer, at its sole discretion may provide this equipment to The Mercury employee(s) for business use only.

This equipment, while housed in traditional-looking camera bodies, contains a delicate, high technology computer platform. Its processors and CCD imager require the same care that would apply to any computer.

As with any photographic equipment, the digital body has particular points of wear. Changing lenses is always a key source of potential damage. Lenses should be removed and installed carefully. Care should be taken to prevent foreign objects, including such things as dust and moisture from entering the camera body. Care should be taken when mounting the camera on a tripod.

Extra care should be taken when using digital camera equipment outdoors during inclement weather. The equipment should be bagged when possible and shielded from excessive cold, heat, rain and snow.

It is understood that any Guild jurisdiction employee(s) using the Employer-issued digital camera equipment is obliged to promptly report signs of wear or damage to his/her supervisor.

It is understood that any Guild jurisdiction employee(s) using the Employer-issued digital camera equipment in the field will not leave the equipment unattended and is obliged to exercise due diligence in storing the equipment out of sight when secured in his/her vehicle.

Failing to maintain the standards set forth herein may be "just and sufficient" cause for discipline under Article 14.1 of the Collective Bargaining Agreement between the parties, and subject to the provisions of Article 14.1.

- 25.8** Except as expressly limited by specific provisions of this Agreement, the Publisher retains and shall continue to have the sole and exclusive right to manage its business.

- 25.9 No discipline which has been given more than twelve (12) months prior to the current act shall be considered in any subsequent discharge or other disciplinary action provided there has been no other disciplinary actions or warnings in the interim, and provided further that the Employer may rely upon any disciplinary action, regardless of its time of occurrence in any court or agency proceeding where the Employer is, in effect, a defendant.

Notwithstanding any other provision of this Agreement, in cases involving discipline for violations of harassment or discrimination, evidence of prior disciplinary action or warnings with respect to harassment or discrimination, regardless of when they occurred, may be introduced as evidence in an arbitration proceeding. The arbitrator shall be free to determine the amount of weight, if any, to attach to such evidence, consistent with the just and sufficient cause standard set forth in Article XIV; Section 1.

- 25.10 Training on equipment regularly used by an employee will be provided from time to time by the Company. The Company will determine which equipment will be the subject of training, which employees will receive training, and when training will occur.

ARTICLE XXVI Employee Integrity and Privilege Against Disclosure and Authentication

- 26.1 An employee's byline or credit line shall not be used over his protest. In the event substantive changes are made in a reporter's story and it is not practicable to call such changes to his 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 distorting 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.

An employee whose work or person is mentioned in a letter to the editor shall be informed of such letter immediately and shall have the right to respond with the approval of an editor to such letter simultaneously and adequately on the page which it is published.

- 26.2 The Employer and the Guild agree that when a requirement for surrender or disclosure of information, notes, documents, films or other material or the source thereof or for the authentication of any information or materials gathered by the employee in his capacity as an employee is made upon an employee by a federal, state or municipal court, such employee shall notify the Employer, or if such requirement is made upon the Employer, he shall notify the employee and the Guild. Following such notification, Employer's counsel will be consulted and if his advice be followed, the employee shall not suffer any loss of pay or other benefits and shall be made whole to the extent permitted by law against any fines or damages by any final judgment or decision in the action.

Pay and other benefits in this Section refers only to the employee's pay and other benefits which accrue to him by reason of his employment with the Employer.

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 XXVII Health and Safety Committee

- 27.1 The Publisher and the Guild agree to the formation of a six member Health and Safety Committee (comprised of three (3) exempt Mercury employees and three (3) Guild represented Mercury employees) which will meet at least twice a year to discuss problems with VDT/CRT equipment, lighting and general working conditions. The Committee will discuss complaints and make recommendations to the Publisher for improvements. Either party may call an extra meeting to be held at a mutually agreeable time within 10 days to discuss an issue that is of an emergency nature demanding immediate attention.
- 27.2 The Company agrees to reimburse part-time employees who regularly use VDT-CRT equipment and who neither receive nor purchase health or vision benefits from the Company, up to \$35 per year of actual out of pocket expenses for an eye examination upon presentation of a receipt showing the date that the eye examination was performed and the amount charged. This payment will not be made if an eye examination does not take place or if employees' said examination was covered by or paid by any health or HMO plan.

- 27.3** An employee shall not be required to perform work that he/she reasonably believes would subject him/herself to imminent personal physical danger.

ARTICLE XXVIII Ad Sales Incentive Plan

- 28.1** In addition to the wages provided in Article IV, ad sales representatives shall be covered by an incentive program designed to provide additional earning opportunities for the previous year's sales and increased sales, provided that in no event shall an ad sales representative's yearly wages and incentives be less than 100 percent of the wages of GROUP II: Reporters, Photographers, Ad Sales, and Circulation Supervisors, as provided in Article IV.

Ad sales representatives' salaries shall be ninety five percent (95%) of the GROUP II minimum, and appropriate adjustment to one hundred percent (100%) of the current GROUP II minimum, if necessary, shall be made monthly.

- 28.2** (a) It is agreed independent contractors may contact only inactive accounts for the purpose of selling advertising in any or all Peerless Publications products. Inactive accounts are those non-seasonal accounts who have been in business more than sixty (60) days, and who have not purchased advertising in the existing publication targeted by the Ad Director, during the prior three (3) month period. A targeted publication will be announced to the Ad staff thirty (30) days prior to its assignment to an independent contractor. Ad sales reps shall not be limited in calling on any accounts active or inactive.
- (b) Accounts being actively prospected by ad sales reps at the time of the signing of this Agreement or thereafter will not be contacted by independent contractors. For purposes of this Section 28.2 (b), "actively prospected" means that, in the opinion of the Employer, said accounts are being aggressively pursued via phone, mail or face-to-face contact with demonstrable progress made toward obtaining their business. If the Employer determines any account is not being actively prospected, it may then be assigned by the Employer to an independent contractor.
- (c) It is also agreed that the use of independent contractors in the Advertising Department shall not cause loss of income for any person covered by this Article XXVIII, nor shall their use cause the layoff, discharge, displacement or replacement of any employee covered by this Agreement.
- 28.3** Fringe benefits (sick leave, holidays, vacations, bereavement days, and jury duty) shall be paid at the current GROUP II minimum rate, plus incentive earnings. Severance pay and pension benefits to reflect total earnings.
- 28.4** Payment of incentives shall be made by the second pay period of the month following the sales. The Employer will make every effort possible to make payment of incentives by the first pay period of the month following the sales.
- 28.5** A record of sales shall be compiled by the Company. The sales representatives shall receive a copy of these records monthly.
- 28.6** Copies of the incentive plan or any revisions shall be provided to the Guild two weeks prior to implementation.
- 28.7** The total dollars of an account, which is out of business, shall be deducted from the salespersons' monthly totals for a period of twelve months.
- 28.8** The Employer shall have the right to designate accounts as "house accounts". The Employer will meet with Guild representatives for the purpose of considering input on behalf of Group II and Group III advertising salespeople with respect to the designation of an account as a house account, provided that the Employer's right to designate an account as a house account shall not be subject to grievance or arbitration.
- 28.9** Any new or inactive account developed by telemarketing or classified advisors will be served by same unless in-person follow-up sales calls are deemed appropriate by the client, the salesperson, or management.
- 28.10** The Employer will solicit and consider input from GROUP II advertising sales people and GROUP

If employees when changes in the incentive structure are contemplated by the Publisher. The design of the incentive plan, and any revisions and modifications thereof, are the sole prerogative of the Publisher and may be made at any time by the Publisher without consultation with, or consent of, the Guild. Notwithstanding the foregoing, any dispute concerning any aspect of the incentive plan, including revisions and modifications thereof, may be submitted to the grievance procedure under Section 13.1 of this Agreement. However, in the event any such grievance is not resolved, it may not be submitted to arbitration under Section 13.1 or under any other section of this Agreement and, with respect to all such unresolved grievances concerning the incentive plan, the Publisher's decision shall be final.

28.11 The Employer may use advertisements sold, included related billing, by affiliated newspapers or through networks of independent agencies, under "cross sell" sales arrangements, and conversely, having advertisements sold and/or billed by employees of the Employer used by affiliated newspapers, networks, or independent agencies under such arrangements. The use of advertisements sold under "cross sell" sales arrangements shall not cause the layoff or discharge of any employee covered by this Agreement.

**ARTICLE XXIX
Duration and Renewal**

29.1 This Agreement shall be effective as of September 12, 2007 and shall remain in full force and effect until and including September 11, 2009.

29.2 Not more than ninety (90) days and not less than sixty (60) days prior to September 11, 2009 either party may give the other notice in writing of a desire to alter any of the provisions of or terminate this Contract for the period following September 11, 2009. Within ten (10) days after the sending of such notice the parties shall meet for the purpose of negotiating a new contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____th day of February, 2008.

THE MERCURY,
POTTSTOWN, PA

THE NEWSPAPER GUILD/CWA OF
GREATER PHILADELPHIA,
LOCAL 10/CWA LOCAL 38010

Tom Abbott
Publisher
Date: February ____, 2008

Edward A. Jones
Unit Chair
Date: February ____, 2008

Nancy March, Editor
Date: February ____, 2008

Frank Santafede, Admin. Officer
Date: February ____, 2008

Jennifer DeHaven, Vice Chair
Date: February ____, 2008

Evan Brandt, Contract Committee
Date: February ____, 2008

Dave Levengood, Contract Committee
Date: February ____, 2008

Mike Hays, Unit Secretary
Date: February _____, 2008

Linda Petro, Treasurer
Date: February _____, 2008

**Memorandum of Agreement between
The Mercury and the Newspaper Guild of Greater Philadelphia, Local 38010**

Upon signing of this new collective bargaining Agreement dated September 12, 2007 through September 11, 2009, all full time employees employed at the Pottstown Mercury newspaper shall receive a one-time bonus in the gross amount of \$350.00 (subject to taxes and other withholdings). Part time employees shall receive a pro rata portion of the bonus.

For the Guild:

Edward A. Jones
Unit Chair
Date:
February _____, 2008

For the Guild:

Frank Santafede
Administrative Officer
Date:
February _____, 2008

For the Company:

Tom Abbott
Publisher, The Mercury
Date:
February _____, 2008

For the Company:

Nancy March
Editor
Date:
February _____, 2008

**Memorandum of Agreement between
The Mercury and the Newspaper Guild of Greater Philadelphia, Local 38010**

During the negotiations between the parties for the Collective Bargaining Agreement between The Mercury and the Newspaper Guild of Greater Philadelphia effective September 12, 2007 through September 11, 2009, the subject of the closing of the business department at The Mercury was discussed.

As a result of those discussions the parties agreed to memorialize the following.

- 1) Positions in the Business Office are subject to consolidation elsewhere. If this results in a reduction in force, such reductions shall be handled as provided for at Section 14.2 of Article XIV (Job Security) of this Agreement. Severance pay shall be made in accordance with Article XII of this Agreement.
- 2) The parties agree to add the job classification of Customer Service Representative to Group V of Schedule B and to add the job classification of Clerk to Group V of Schedule A of this Agreement. That results in Group V on both Schedule A and Schedule B including the following job classifications: customer service representatives: ad services, circulation, editorial, business office; clerk.
- 3) The parties also agree that as of (ratification date??) the Guild covered job classifications in the Business Office at The Mercury are Customer Service Representative and Clerk. On September 14, 2007 the seniority list for Group V Customer Service Representatives and Clerks included the following Guild represented employees:

NAME	JOB CLASSIFICATION	DATE OF HIRE
YALANDA WASHINGTON	Customer Service Representative	7-23-2007
COLLEEN PETHTEL	Customer Service Representative	12-14-2005
JENNIFER DeHAVEN	Customer Service Representative	8-19-2002
TAMMY SPRINGMAN	Clerk	4-17-2001
MICHELE MacNEIL	Customer Service Representative	10-2-1995
AMY CLIFFORD	Customer Service Representative	2-21-1995
DARLENE STRUBILLA	Customer Service Representative	10-31-1994
KAREN TROUT	Clerk	9-14-1992
CAROL OWEN	Customer Service Representative	5-30-1990
HOLLY MEGAY	Customer Service Representative	12-5-1988
KIM TOTH	Clerk	3-31-1986

PAM SCHURR

Customer Service Representative

3-30-1985

TAMMY WEIKEL

Customer Service Representative

3-7-1983

LINDA PETRO

Clerk

1-18-1972

For the Guild:

For the Company:

Edward A. Jones

Unit Chair

Date:

February _____, 2008

Tom Abbott

Publisher, The Mercury

Date:

February _____, 2008

For the Guild:

For the Company:

Frank Santafede

Administrative Officer

Date:

February _____, 2008

Nancy March

Editor

Date:

February _____, 2008

Joint Labor-Management Committee

The parties will develop a joint Labor Management Committee that will meet at least quarterly to provide a forum for continuing communication on the changes to the traditional functions produced by New Media.

**LETTER OF UNDERSTANDING
between**

The Mercury and the Newspaper Guild of Greater Philadelphia, Local 38010

PRESCRIPTION REIMBURSEMENT

The Company has agreed to arrange for the reimbursement of employees in the “grandfathered Aetna Plan” of the increased prescription co-pays (“Rx co-pays”) for prescriptions purchased in calendar year 2008. Employees seeking reimbursement will complete a Reimbursement Request Form provided by the Company (copy of which follows this letter) and attach the prescription receipt (not the cash register receipt) and forward it to:

US New England
ATTN: Wayne Damato
475 Kilvert St.
Suite 300
Warwick, RI 02886

In order to preserve employee confidentiality, employees are requested to “black out” the Rx name or identifier. Alternatively, employees may submit their request for reimbursement directly to the Publisher’s office.

The Reimbursement request form will require the following:

- Insured employee’s name
- Dependant’s name if Rx is for dependant
- Dependant’s relationship to the insured employee
- A way to contact the employee (phone number) in the event it is necessary for US New England to contact them

This program covers only Rx’s filled in calendar year 2008 and the reimbursement procedure will cease processing claims after January 31, 2009. Claims not properly submitted by January 14, 2009 will not be processed and will not be reimbursed by the Company.

With respect to the amounts to be reimbursed, the Rx co-pay for pharmacy went from \$2.50 to \$5.00, so the Company will reimburse \$2.50. The Rx co-pay for a mail order supply (31-90 days) went from \$2.50 to \$10.00, so the Company will reimburse \$7.50.

Frank Santafede, Administrative Officer
Local 38010
Date: February _____, 2008

Tom Abbott, Publisher
The Mercury
Date: February _____, 2008

SAMPLE REIMBURSEMENT FORM

THE MERCURY

AETNA PRESCRIPTION REIMBURSEMENT REQUEST FORM

Subscriber (Employee's) Name: _____
(Please Print)

If prescription is for dependent, please provide:

Dependent's Name: _____ Relationship to Subscriber: _____

Telephone number: _____

Number of prescriptions submitted for reimbursement: _____

Total of submitted prescriptions: \$_____

Attach a receipt for each prescription for which reimbursement is submitted "blacking out" the Rx name and/or identifier. If approved, reimbursement will be made in the amount of \$2.50 for each \$5.00 pharmacy prescription submitted and \$7.50 for each mail-order prescription submitted.

Employee's Signature

Date

Remember to Attach Receipts

Side Letter 1

February _____, 2008

Frank Santafede
Administrative Officer
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Re: Health Care Providers Under Extension Agreement

Dear. Mr. Santafede:

This letter is intended to renew the memorialized understanding reached between the parties during negotiations for the Collective Bargaining Agreement between The Mercury and The Newspaper Guild effective September 12, 2007 through September 11, 2009 relative to Group Insurance.

This letter is intended to confirm the understanding reached between the parties during negotiations for a one year extension of the latest collective bargaining agreement, which will update the provisions on Group Insurance in Article 19.1 and 19.4 as follows:

The Employer agrees to maintain the recently implemented United Healthcare group medical insurance plan under 19.1, which will replace the former Aetna self-insured plan, and will also continue to provided the fully insured Aetna plans currently in effect, with any modifications in co-pays that the parties may mutually agree upon, if any, assuming these plans continue to be available. In addition, Independence BC Vision Coverage will continue to be provided as presently, under the provisions of 19.4, superceding the other plan referenced in that section, at the now current cost of that coverage, all other provisions in 19.4 remaining the same.

Frank Santafede, Administrative Officer
Local 38010
Date: February _____, 2008

Tom Abbott, Publisher
The Mercury
Date: February _____, 2008

This letter is a restatement of Side Letter 1 dated November 21, 2006 from the Contract between The Newspaper Guild of Greater Philadelphia Local 10 and The Mercury. from September 11, 2006 through September 11, 2007.

Side Letter 2

February _____, 2008

Frank Santafede
Administrative Officer
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear. Mr. Santafede:

This letter is intended to renew the memorialized understanding reached between the parties during negotiations for the Collective Bargaining Agreement between The Mercury and The Newspaper Guild effective September 12, 2007 through September 11, 2009 relative to part-time distribution employee's availability.

The Company and the Guild will agree on an availability form on which a part-time distribution employee may modify his/her availability on a semi-annual basis, before December 1st to be effective for the period of January 1st through June 30th, and before June 1st to be effective for the period of July 1st through December 31st. This availability form will be the basis for any scheduling of work where availability is a prerequisite as may be required in the aforesaid Collective Bargaining Agreement.

Frank Santafede, Administrative Officer
Local 38010
Date: February _____, 2008

Tom Abbott, Publisher
The Mercury
Date: February _____, 2008

This letter is a restatement of Side Letter 1 dated September 11, 2003 from the Contract between The Newspaper Guild of Greater Philadelphia Local 10 and The Mercury. from September 11, 2003 through September 11, 2006.

2008 MERCURY UNIT OFFICERS

Unit Chair Edward A. Jones
Unit Vice Chair..... Jennifer DeHaven
Treasurer Linda Petro
Secretary Mike Hays

2008 LOCAL OFFICERS

President Henry Holcomb
Treasurer Carol D. Rothman
Secretary Dan Gross
Vice President Cynthia M. Burton
Vice PresidentHoward Gensler
Vice President Gregory Forman
Vice President Paul Hagen
Vice President..... William Johnson

GUILD STAFF

Administrative Officer Frank Santafede
Local RepresentativeWilliam D. Ross
Bookkeeper Rita D. Dooling
Clerk/Part-time..... Florence Hernandez

2008
**BARGAINING
COMMITTEE**

Edward A. Jones
Jennifer DeHaven
Evan Brandt
David Levensgood

Melissa M. Nelson
TNG-CWA