

AGREEMENT
between

**THE NEWSPAPER GUILD OF
GREATER PHILADELPHIA
LOCAL 10
(TNG/CWA 38010)
AFL-CIO, CLC**

and

**TIMES HERALD
PUBLISHING COMPANY, LLC.
(Norristown, PA)**



Effective
October 11, 2007
Through
October 10, 2009

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PREAMBLE

This agreement is made this 11th day of October, 2007 (Agreement Date”) between The TIMES HERALD PUBLISHING COMPANY, LLC, hereinafter known as the “Company” or “Employer,” and THE NEWSPAPER GUILD OF GREATER PHILADELPHIA (Norristown Unit), an affiliate of The Newspaper Guild (TNG/CWA 38010), AFL-CIO, CLC, hereinafter referred to as the “Guild,” for itself and on behalf, of all employees of the Employer described in Article 1.

ARTICLE I COVERAGE

1. This Agreement covers all employees in the unit engaged in obtaining, writing and/or preparing editorial or photographic material for publication in the Employer’s newspaper, all employees engaged in obtaining and preparing advertisements for publication in the Employer’s newspaper, and all employees engaged in the Employer’s office, clerical, bookkeeping and accounting departments including all employees of the Editorial, News, Advertising and Accounting departments including photographers, telephone operations, cashiers, collectors (other than those in the Circulation Department), copy persons, messengers and clerks in the Circulation Department.
2. Excluded from the bargaining unit and this Agreement are all supervisors, managerial and confidential employees, employees covered by other collective bargaining agreements, and all other employees not included in Section 1 above.
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 asked 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 people may be asked 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 (as of the date of this Agreement) have not been required to perform historically some of the duties provided for above. While employees are not expected to be immediately proficient in these duties they are expected to give a fair effort and such an employee who gives a fair effort over time shall not be subject to discipline.

4. Jurisdiction.
 - (a) Jurisdiction of the Guild is the kind of work either normally or presently performed by the employees covered by this Agreement, work similar in skill or function, and any other kind of work assigned to be performed by said employees. Performance of such work, whether by presently or normally used processes or equipment, shall be assigned to employees of the Publisher covered by this Agreement.
 - (b) This Section 3 shall not apply to the purchase or use of material from recognized state, national or international syndicates or services, nor to employees specifically excluded from this Agreement who perform the duties typical of their job title or consistent with past practice for such position.

- (c) The use of correspondents or stringers in the news operation shall not cause the layoff, discharge or replacement of any employee covered by this agreement.
- (d) Staff reporters and photographers shall be given the first opportunity to cover stories of the type normally covered by staff personnel, and staff reporters and photographers shall cover major league, major college/university, and important interscholastic events, except in emergencies, staffing conflicts, or other circumstances beyond the control of the Publisher.
- (e) 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 paragraph 4(f).

The publisher may continue to use:

- (i) Copy, graphics, or pictorial material obtained from syndicates, correspondents or stringers and affiliated newspapers, and
 - (ii) Advertisements sold, including related billing, by affiliated newspapers or through networks or independent agencies, under “cross sell” sales arrangements, and conversely, having advertisements sold and/or billed by employees of the Publisher used by affiliated newspapers, networks or independent agencies under such arrangements.
- (f) The use of advertisements sold by affiliated newspapers or through networks or independent agencies under “cross sell” sales arrangements shall not cause the layoff, discharge or replacement of any employee covered by this agreement.

The use of copy, graphics or pictorial material obtained from syndicates, correspondents or stringers and affiliated newspapers shall not cause the layoff or discharge of any employee covered by this agreement.

5. Exempt employees. The following positions are exempt as of the date of this Agreement: Publisher, Administrative Assistant, Editor, Managing Editor, News Editor, City Editor, Sports Editor, Features Editor, Sunday/Business Editor, On Line Editor, Controller, Credit Manager, Advertising Director, Sales Manager, Inside Sales Manager, Marketing Co-Op, Ad Services Manager and Office Manager.

The understanding with respect to the exempt status of the positions above is made without limiting the application of the specific exclusions for “supervisors, managerial, and confidential employees” to other persons or positions as might be warranted for the future.

6. The Publisher and the Guild pledge themselves to friendly cooperation in the faithful performance of this Agreement.

ARTICLE II MAINTENANCE OF MEMBERSHIP

1. It is agreed that any employee who is or becomes a member of the Guild on the date of this Agreement or thereafter during its term shall maintain such membership in good standing during the term of this Agreement as a condition of continued employment. “Membership 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. The Guild, in writing, will notify any employee who fails to remain in good standing with the Guild, as required by Article 2.1 above, that he/she is no longer in good standing, and specify in what respects he/she is delinquent and afford him/her ten (10) days in which to remedy the delinquencies. A copy of the Guild's notification will be sent to the Employer. If the employee does not remedy his/her delinquency within the ten (10) day period, he/she shall be dismissed by the Employer.

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.

ARTICLE III MANAGEMENT RIGHTS

The Publisher shall continue to exercise the regular and customary rights of management not in conflict with this Agreement, including, but not limited to, the right to hire, transfer, discharge and discipline for just cause to determine how, when, where and by whom work is to be performed and the number of employees to be employed; to introduce new or changed methods or equipment; and to make and enforce reasonable office rules (which rules must be communicated to the Guild before the same shall be effective).

ARTICLE IV NO DISCRIMINATION

There shall be no discrimination on account of age, sex, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, political activities or political belief, irrelevant mental or physical disabilities, veteran's status as defined by federal statutes, or other mental or physical disabilities which may be reasonably accommodated. There shall be no discrimination because of Guild membership or activity.

ARTICLE V INFORMATION

1. The Employer shall supply the Guild on request with a list of the following information for each employee:

- (a) Name, address, sex, minority group, date of birth, and Social Security number.
- (b) Date of hiring.
- (c) Job title and pay classification.
- (d) Experience rating and experience anniversary date.
- (e) Salary.
- (f) Amount of overtime worked by date, number of hours.

2. The Employer shall notify the Guild monthly in writing of:

- (a) Merit increases granted by name of the employee, individual amount, resulting new salary and effective date.
- (b) Step-up increases paid by name of employee, individual amount, resulting new salary and effective date.
- (c) Changes in classification, salary changes by reason thereof, and effective date.
- (d) Resignations, retirement, deaths, and other revisions in the data listed in Section 1, and effective dates.

3. Within one month after hiring a new employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 for each new employee.
4. The Employer shall furnish to the employee and the Guild a copy of any criticism, commendation, appraisal, or rating of such employee's performance in the employee's job upon being placed in the employee's personnel file. An employee shall have the right to review the employee's personnel file upon demand, and upon request shall be provided copies of all material in such file. Representatives of the Guild shall have access to employees' personnel files when necessary to execute their duties as the employee's collective bargaining representative. Representatives of the Guild shall be provided copies of any material in such file.
5. An employee shall be allowed to place in his/her personnel file a response to any disciplinary warning or other disciplinary action.

ARTICLE VI GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing, of not more than four members of the bargaining unit, to take up with the Employer any grievance arising under this Agreement. A grievance is defined as any difference or dispute between the Guild, on its own behalf or on behalf of one or more bargaining unit employees, and the Employer, as to the interpretation, application, administration or alleged violation of this Agreement. A grievance does not include any dispute concerning renewal of this Agreement.
2.
 - (a) The Employer agrees to meet with the committee within seven (7) working days after request for such meeting. Efforts to adjust grievances shall be at a mutually agreed time at a suitable location, normally in the Employer's main office. The Employer shall not be expected to agree to meetings during working hours for the Guild committee if the committee members are unable to effectively make up the time lost, on their own time, and without violating overtime laws. In this event the meeting shall be scheduled at the end of such employees' shift.
 - (b) A grievance, in order to be timely, must be filed with the Employer in writing within sixty (60) working days after the Guild knew or reasonably should have known of the events giving rise to the grievance, except that a grievance concerning a discharge must be submitted within thirty (30) working days of the discharge. This time limit shall not apply to disputes concerning an employee's pay.
 - (c) The Employer will reply to the Guild in writing within ten (10) workdays following the grievance meeting.
3.
 - (a) Any grievance which arises during the term of this agreement, not satisfactorily resolved may be submitted to final and binding arbitration by the Guild within sixty (60) days after having been referred to the Employer as provided for in Section 2 above. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association (AAA), except that AAA shall be requested to furnish panels for selection of the arbitrator consisting solely of members of the National Academy of Arbitrators.
 - (b) The cost of such arbitration shall be borne equally by the parties, except that no party shall be

obligated to pay any part of the cost of a stenographic transcript without express consent or unless such party wishes to use a copy of the transcript.

4. It is understood for the purposes of the Article VI, "working day" is defined as Monday through Friday. Any grievance not submitted in writing or submitted to arbitration within the time limits above shall be deemed abandoned. However, the time limits above may be extended by mutual consent.

ARTICLE VII SECURITY

1. (a) There shall be no discharge or discipline of bargaining unit employees without just cause. The Guild and the employee shall be notified in writing at least one week in advance of each dismissal with the specifications of the facts alleged to institute just cause. The Employer shall have the option, by stating in the notice, a requirement that the dismissed employee not report for work for the one week period. The Employer's exercise of this option shall be without prejudice to either party's rights under the Agreement. This does not pertain to dismissals to reduce the force.
- (b) Probationary Period - Any new employee shall be hired subject to a probationary period of ninety (90) calendar days, during which the Employer may dismiss the employee without just cause. Upon request, the Guild shall be informed as to the reason for dismissal of any such probationary employee. It is agreed that the abovementioned probationary period may be extended in individual cases by mutual agreement between the Employer and the Guild. It is understood that discharges during the probationary period shall not be subject to the grievance and arbitration procedure.
2. Dismissals to reduce the force, as distinguished from discharges for just cause, shall be made in accordance with this section. The Employer shall notify the Guild within 90 days of any such dismissal to reduce the force specifying job title, number and identity of employees to be discharged.
 - (a) There shall be no dismissals to reduce the force for a period of 90 days after notice has been given to the Guild and the employees to be affected, during which time the Employer shall engage in a discussion with the Guild over the proposed dismissals including alternative ways to achieve the savings. During the 90 day period, 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 VIII. The number of employees dismissed shall be reduced by the number of resignations.
 - (b) Remaining dismissals, if any, shall be made in the inverse order of length of service for the Employer and the job classification in which dismissals are to be made. Temporary and Part Time employees in such classifications shall be dismissed prior to full time employees within the same classification.
 - (c) Employees dismissed to reduce the force shall be placed on a rehiring list for a period of 12 months from the date of dismissal. The Employer shall first attempt to fill all of the vacancies with persons on the list who were dismissed from the classification in which the vacancy occurs, in the order of seniority. Full-time employees on the rehire list shall be rehired prior to part-time employees. An employee, formerly in a full-time position, who accepts a part-time position from the rehire list shall not lose his or her rights to a full-time position which may later occur during the remainder of the twelve (12) month period following their dismissal.

- (d) An employee rehired into the classification from which they were dismissed shall be paid the applicable minimum for the classification into which he/she is rehired, plus whatever dollar differential above the minimum the employee had before dismissal.
 - (e) The Employer shall notify an employee on the rehiring list of vacancies in the classification from which they were dismissed by registered or certified mail, and the employee will be given ten (10) calendar days from the time of receipt of notice to reply by registered or certified mail accepting or rejecting the offer of employment.
 - (f) The time an employee spends on the rehiring list shall not be construed as service for the purpose of computing benefits which depend on length of service, and shall not be construed as a break in continuity of service.
 - (g) Seniority means length of continuous employment in the bargaining unit. Employment shall be deemed continuous unless interrupted by (a) dismissal for just cause or (b) resignation or (c) refusal to accept an offer of rehire into a full-time or part-time job, as last worked by the employee in the classification from which the employee worked was dismissed. Provided, that any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after rehire.
3. (a) The Guild shall be given at least ninety (90) days notice in writing of the Publisher's intention to introduce new or modified methods or equipment which will result in the dismissal of a bargaining unit employee.
 - (b) In the event of the introduction of new or modified methods of equipment, the Publisher shall provide reasonable training to give affected employees the opportunity to become proficient in the operation of same.
 4. There shall be no dismissals as a result of putting this agreement into effect.

**ARTICLE VIII
SEVERANCE**

1. An employee laid off to reduce the force shall receive a minimum cash severance payment in a lump sum as follows:

<u>Continuous Years of Service</u>	<u>Payment</u>
1 Year or less	1 week
2-3 years	2 weeks
4-5 years	4 weeks
6-8 years	6 weeks
9-12 years	8 weeks
13-20 years	10 weeks
Over 20 years	13 weeks

The severance pay shall be computed at the weekly compensation received by the employee at the time of their lay off.

2. If an employee who has been laid off is subsequently rehired, the severance pay they have received will be deducted from any severance pay to which they might thereafter become entitled.

ARTICLE IX RETIREMENT 401(k)

1. Full time employees who are over 21 years old and older and have completed six months of service will be eligible to participate in the Journal Register Company, Inc. 401(k) Savings and Retirement Plan. Participation may begin the first quarter after completing six months of full time service and fulfillment of eligibility requirements and will be by payroll deduction.

2. Participants may elect to defer 1% to 15% of their compensation on a pre-tax basis as provided by law. Compensation is equal to base salary and sales incentive programs exclusive of bonuses. The percent of base salary and sales incentive which a participant may elect to contribute to their 401(k) may be increased or decreased effective as of the first pay period after the start of each calendar quarter (January 1, April 1, July 1, or October 1) upon at least 30 days notice from the participant prior to the start of the quarter.

3. The Company's matching contribution will be 50% of the employees first three (3) percent of pay contributions. The company's base contribution is 1% of the employee's base pay, including sales incentive programs. The Company match will start the first quarter after an employee has one year of full time service. Employees will only receive the 1% base contribution if they participate and contribute to the 401(k) plan.

4. Participants shall receive, upon request, a summary plan description (SPD) which explains important provisions of the Plan, including when and on what conditions funds may be withdrawn or how funds may be transferred to a participant's rollover account from certain other qualified retirement plans.

5. The vesting schedule for the Company's matching and base contribution, withdrawals of participant contributions for certain purposes, acceptance of rollover accounts, and other conditions shall be as specified in the 401(k) plan and as required by applicable federal law.

ARTICLE X TRANSFERS AND PROMOTIONS

1. No employee shall be transferred to another department or promoted to another classification or exempt position without his/her consent. No employee shall be penalized for refusing to accept such a transfer or promotion.

2. Notice of vacancies shall be posted on the bulletin boards and given to the Guild, so that an employee desiring to fill a vacancy may be given an opportunity to be considered. Such employee shall submit written application to the appropriate department head within (5) working days of such posting.

3. The Employer shall fill the position with the employee who it determines to be the best qualified, whether from among employee applicants or from other sources. However, in the event that the qualifications of competing applicants are relatively equal, the Employer shall hire the most senior employee. "Seniority" for the purposes of this section shall mean continuous length of service with the Employer, Norristown Herald, Inc. or an affiliate of the Employer.

4. (a) Any employee who agrees to a transfer to another department or to a promotion to another

position shall accept such transfer or promotion for a trial period of thirty (30) days which may be extended by mutual agreement between the Employer and the Guild. During such trial period the employee or the Employer may elect to return the employee to the job from which he/she transferred without penalty or prejudice. An employee transferred or promoted shall receive the wage rate of the job from which he/she transferred or promoted during the trial period. Upon successful completion of the trial period, the employee shall receive the difference between his/her former wage rate and the minimum wage rate in the new classification from which the employee advanced or was transferred retroactive to the date the employee was transferred or promoted. Notwithstanding the foregoing, persons promoted to an exempt position may only return to their former job in the bargaining unit with the mutual consent of the Employer and the Guild.

- (b) The Employer will review the employee's progress in the new position at the midpoint of the trial period and such other times during the trial period as the Employer deems necessary and will discuss such reviews with the employee.
- (c) At the end of such trial period, the employee shall be confirmed in the classification to which advanced or transferred unless, in the opinion of the Employer, the employee has been unable to perform satisfactorily the duties of the job. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification to which the employee advanced or transferred. If not so confirmed, the employee shall be returned to the job from which the employee advanced or transferred without penalty or prejudice. The Employer will notify the Guild at the end of such trial period if it has decided not to confirm the employee in the new position.

5. The Employer's right to reassign salespersons to new territories or change, combine or eliminate existing territories is reaffirmed, but a salesperson assigned to a new or changed territory shall be afforded a fair opportunity, with diligence on their part, for substantially equal incentive earnings with his or her previous assignment, provided this shall not be construed as a guarantee of any level of incentive earnings. The foregoing proviso shall not be construed to limit an arbitrator in the event of a breach of this section from establishing an appropriate remedy.

ARTICLE XI HOURS AND OVERTIME

1. The regular work week for full time employees shall be 37-1/2 hours consisting of five days of seven and one-half (7-1/2) hours each within a period of eight and one-half (8-1/2) hours each.
2. The normal unpaid lunch period shall be either one hour or one-half hour by mutual agreement between the employee and the Employer.
3. Work schedules of days for full-time employees shall be posted two weeks in advance of the week for which they apply. Hours for the days scheduled shall be posted at least one week in advance of the week in which they apply, subject to change in event of emergencies, including, in the case of the news room, unforeseen needs in coverage as per past practice. There shall be a minimum of ten (10) hours between scheduled shifts.
4. Time and one-half shall be paid for all time in excess of thirty-seven and one-half (37-1/2) hours in any one week or in excess of seven and one-half (7-1/2) hours in any one day, unless by mutual agreement between the Employer and the employee (i) equal time off is scheduled in the same financial week, or (ii) compensating time is scheduled later in the same pay period on the basis of one and one-half (1-1/2) times

the overtime worked. Paid sick leave and vacation shall count as time worked for purposes of calculating overtime. An Overtime Report Form will be filled out and signed by a supervisor and given to the employee either before or after the overtime is worked.

5. For all time worked on an employee's regular day off, he/she shall be paid at the rate of one and one-half (1-1/2), times for such work, with a minimum of four (4) hours pay at the overtime rate.
6. An employee who agrees to return to work after the employee's work day has ended shall be paid for the time worked, but not less than three (3) hours, at the time and one-half (1-1/2), unless by mutual agreement between the employee and the Employer, time off is scheduled in the same financial week or compensating time is scheduled later in the same pay period on the same basis as in paragraph 4 above.
7. No employee shall unreasonably refuse to work overtime when required by the Employer. The Employer shall keep a record of all overtime and compensatory time.
8. This Article will not apply to sports beat writers during the period they may be assigned to cover major league sports. These writers shall work a flexible schedule suitable for their assignments, provided that they shall not work more than five days, or more than thirty seven and one half (37 1/2) hours in a calendar week, without equal time off in the same week, or compensating time in the same pay period on the same basis as in paragraph 4 above.

ARTICLE XII HOLIDAYS

1. The Company will observe the following paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If the holiday falls on a weekend, the company may declare the following or prior Monday or Friday off consistent with normal business practice and must notify employees at least 45 days in advance of the holiday when the date of the declared holiday will take place. Any employee required to work on any of the paid holidays will receive an additional paid day off at straight time.
2. An employee required to work on any holiday shall be paid at the rate of 1 1/2 times, with a minimum of a full day's pay at the rate of 1 1/2 times.
3. In addition to paid holidays, full-time employees are entitled to two paid personal days per year after one year of employment based on the date of hire. Personal days may be taken at any time during the year, provided an employee's supervisor is given sufficient notice prior to the day desired and the date is mutually acceptable, except in an emergency, subject to sufficient explanation to the supervisor.

In addition to the two paid personal days, an employee who takes only two sick days or less in any calendar year shall be entitled to an extra personal day in the following year.

ARTICLE XIII VACATIONS

1. **Less Than One Year.** Full-time employees starting employment after January 1 of any calendar year will be credited one day of paid vacation leave for each month worked up to a maximum of 10 days. The vacation leave thus earned may be used during the succeeding calendar year (which is their first full calendar year of employment). However, up to 5 days may be taken after six months of continuous employment in the first year by borrowing days from expected vacation in the succeeding calendar year. The number of vacation days a new employee may take in their second calendar year shall be reduced by

the number of days borrowed in the first calendar year they were employed. When determining the vacation allowance for new employees, those starting employment after the first day of a given month shall be considered employed on the first day of the first full month of employment.

2. More Than One Year.

- (a) Full-time employees continuously employed for one full calendar year or more, up to and through their seventh full calendar year of employment, shall earn two weeks of vacation in each full calendar year of employment, to be taken in the calendar year succeeding the year in which the vacation was earned.
- (b) Full-time employees continuously employed for eight full calendar years or more, up to and through their fourteenth full calendar year of employment, shall earn three weeks of vacation in each full calendar year of employment, to be taken in the calendar year succeeding the year in which the vacation was earned.
- (c) Full-time employees continuously employed for fifteen full calendar years or more shall earn four weeks of vacation in each full calendar year of employment, to be taken in the calendar year succeeding the year in which the vacation was earned.

3. Voluntary Termination of Employment. A full-time employee who voluntarily terminates his or her employment prior to the completion of each succeeding twelve month period of continuous employment shall earn no vacation leave with respect to the latest uncompleted twelve month period. In addition, no employee who voluntarily terminates his or her employment shall receive any pay for vacation unless he or she has (a) been continuously employed for five full calendar years, (b) provided a written resignation to the supervisor at least two weeks prior to the date of termination, and (c) continues to work during the two week notification period, unless earlier released by the Company.

4. Reduction in Force. Employees who are terminated as a result of a Reduction in Force (such as, for example, the abolishment of a position) shall be paid unused vacation earned from the preceding year.

5. Other Conditions.

- (a) Employees must take all earned vacation days during the calendar year succeeding the year in which the vacation credits were earned. No one may carry over vacation days from one year to the next.
- (b) A Vacation Request Form must be submitted to the employee's immediate supervisor at least one month prior to requested vacation time and must be approved by the supervisor. Employees are encouraged to schedule their vacation time early for adequate levels of staffing. When more than one employee has requested the same available vacation time, seniority with the company will govern.

6. Additional Agreements Concerning Vacation. This reflects additional agreements concerning vacation which are hereby made part of our current Collective Bargaining Agreement for its term.

Grandfather Agreement For Certain Employees. For full-time employees who were employed as of September 25, 1993 and have been continuously employed thereafter on a full-time basis with the prior publisher (Norristown Publishing Inc) of The Times Herald, the following arrangement will apply, on a "Grandfathered" basis, for the term of the current collective bargaining agreement:

- a) In lieu of the current vacation provisions, an employee who completes his/her fourth full year of continuous service, calculated from the employee's date of hire with the prior publisher, shall be entitled to three weeks of vacation to use during the fifth and subsequent full calendar years of employment. An employee who completes his/her ninth full year of continuous service, calculated from the employee's date of hire with the prior publisher, shall be entitled to four weeks of vacation to use during the tenth and subsequent full calendar years of employment. An employee, formerly employed by the previous publisher, who completes his/her fifteenth full year of continuous service, calculated from the employee's date of hire with the prior publisher, shall be entitled to five weeks of vacation to use during the sixteenth and subsequent full calendar years of employment.
- b) If an employee completes his/her fourth, ninth or fifteenth full year of continuous service, calculated from the date of hire with the prior publisher, in any calendar year during the term of this contract, then he or she shall receive a fraction of one week's vacation in such calendar year (in addition to whatever vacation they are otherwise entitled during that year) determined on a pro rata basis by multiplying 5 (days) times the number of weeks remaining in the calendar year after the employee's anniversary date and dividing by 52.

In all other respects the Company's vacation policy remains unchanged.

ARTICLE XIV SICK LEAVE

1. An employee absent due to illness shall be entitled to full sick pay during the illness, up to the limits in the following schedule:
 - (a) After 90 days and up to two (2) years of service, up to five sick (5) days in each calendar year.
 - (b) After two (2) years of continuous service, up to ten (10) sick days in each calendar year.
2.
 - (a) Employees may carry forward unused sick leave to which they would have been entitled in any year, provided that no more than an aggregate of 10 may be accumulated. The sick days carried forward may be used, in the event of accident or illness, in any year in addition to sick days to which the employee would otherwise be entitled in that year.
 - (b) Employees who use two sick days or less in a year will be entitled to one (1) additional Personal Day the following year.
3. The Company may require a doctor's certificate.
4. An employee is expected to notify his/her immediate supervisor before the regularly scheduled start time of work of an illness unless there is an emergency.
5.
 - (a) The employee will reimburse the Employer for the amount of sick pay equal to any amount received by the employee from Worker's Compensation.
 - (b) After sick leave is exhausted, the Company will provide short term disability (STD) benefits up to thirteen (13) weeks of disability payable at fifty percent (50%) of an employee's current salary, according to the terms of the plan. An employee must be out five (5) consecutive days to be eligible for STD benefits. Paid sick time, if not already exhausted

prior to the five (5) day waiting period, must be applied to all or part of the waiting period for STD benefits, subject to the requirement that all paid sick time must be exhausted prior to eligibility for STD benefits. If paid sick time has been exhausted, paid vacation time or personal days may be applied at the employee's option to the five (5) day waiting period for STD benefits.

- (c) Short Term Disability runs concurrently with Family and Medical Leave Act (FMLA) leaves of absence. An employee must be employed full time for at least one year to be able to apply for STD benefits.
- (d) Acceptable medical documentation must be provided in order to receive STD benefits.

ARTICLE XV LEAVES OF ABSENCE

1. Upon request, the Employer may, where practicable, grant employees unpaid leave of absence.
2. A leave of absence not to exceed eight (8) working days upon request shall be granted to an employee elected or appointed delegate to conventions of the Newspaper Guild, Communications Workers of America, or any national labor organization with which The Newspaper Guild is affiliated. Two weeks' advance notice of such leave shall be given to the Employer. Such leaves shall be limited to no more than one at any one time.
3.
 - (a) Employees covered by this Agreement become eligible for inclusion under the Family and Medical Leave Act (FMLA) when they have been employed by the Publisher at least twelve (12) months and have worked at least 1,250 hours during the last twelve (12) months. If an employee is entitled to an FMLA leave, the employee will be paid for all accrued paid time off, such as sick and/or vacation/personal time, prior to any unpaid FMLA leave. FMLA leaves shall be governed by applicable law. The calendar year is to be utilized as the method of the twelve (12) month FMLA 'leave year' period.
 - (b) Times spent on leaves provided for in this Article shall be considered service time with the Employer in computing severance pay, experience rating to a maximum of 120 days, length of vacation and all other benefits which depend in whole or in part upon the length of service with the Employer.
4. Bereavement Leave. Upon a death in the immediate family of any employee, the employee shall be given a minimum of three (3) scheduled days off with pay. Immediate family for the purpose of this section shall be understood to mean: spouse, children, father, mother, brother, sister, step parents, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandchild and grandfather. In the event of death of other relatives, the employee shall be entitled to a one day paid leave of absence to attend the funeral. "Other relatives" for the purpose of this section shall be understood to mean: grandfather-in-law, grandmother-in-law, first aunt and first uncle.
5. Any employee hired in substitution for any person on leave of absence may be dismissed by the employer in accordance with the conditions of employment established upon hiring.

ARTICLE XVI MILITARY LEAVE

1. An employee who has left or leaves the employment of the Employer to enter any kind of military service of the U.S. Government or of any state, territory or federal district of the United States shall be entitled to the full benefits contained in any Selective Service Act, the Universal Military Training Act, or Pennsylvania Statutes concerning military leave, which may have been passed or which in the future may be enacted. Without intending to enlarge or diminish the obligations of the Employer or the rights of employee veterans under such applicable laws (the terms of which shall be controlling in all cases to the extent inconsistent with the following), it is generally understood that:

- (a) An employee leaving for such service shall receive accrued vacation pay.
- (b) Time spent in such service shall be considered service time with the Employer in computing severance pay, length of vacation and all other benefits which depend in whole or in part upon length of service with the Employer.
- (c) Application for resumption of employment must be made within ninety (90) days after termination of military service, plus travel time from separation center to place of employment.

2. A leave of absence shall be granted to an employee for training service, or call to duty for emergency service in connection with conditions caused by natural phenomena or acts of man, including, by way of example, but not limited to, storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marine, Air Force or Coast Guard Reserve. Section 1(b) shall apply to all such leave herein. Resumption of work after such service shall be made within a reasonable time, including consideration for necessary travel time. In all other respects, such leave shall be in accordance with applicable federal and state laws.

**ARTICLE XVII
PART-TIME AND TEMPORARY EMPLOYEES**

- 1. A part-time employee is one who is hired to work regularly less than 80% of the work week (30 hours) provided for in this agreement. Part time employees shall be allowed an unpaid break of fifteen (15) minutes for shifts up to four (4) hours, and one-half hour on all shifts over 4 hours, which shall not be included in their hours of work.
- 2. A temporary employee is one employed for a special project or for a specific time, in either case not to exceed six (6) months, unless extended by mutual consent between the Employer and the Guild.
- 3. Part-time employees shall be paid not less than the initial minimum wage rate applicable for their position.
- 4. Where the combined hours of two or more part-time employees cover a span of hours equivalent to a regular full-time position, that is, five (5) shifts of 7 1/2 hours a week, a full-time position shall be put on instead. This provision does not apply to the Circulation Department.
- 5. Part-time employees shall not receive vacation, holiday, or other benefits, except that part-time employees who regularly work twenty (20) hours or more per week shall be eligible for the 401(k) program.

**ARTICLE XVIII
MINIMUM SALARIES**

1. (a) Employees will continue to be paid bi-weekly and may elect to be paid by direct deposit, to cancel direct deposit, or to change account designation by written request to the Publisher made quarterly (in the month of January, April, July, October). New employees, including new hires, who elect direct deposit must include applicable account information in their written request.
 - (b) Eligible employees may also elect to have voluntary deductions taken from their pay for the Journal Register Company 401(k) Savings and Retirement Plan and the Journal Register Company Flexible Spending Plan (Section 125 Plan) by written request, which will be implemented quarterly. Implementation of such requests shall be subject to existing plan notice provisions and other requirements established for the Plan.
2. The following weekly minimum salaries shall be in effect in the following classifications for the term of the contract.

DISPLAY ADVERTISING OUTSIDE *

Less than 2 years	\$429.11
After 2 years	\$456.98
After 3 years	\$484.85
After 4 years	\$512.70
After 5 years	\$555.57

INSIDE ADVERTISING SALES *

Less than 2 years	\$345.53
After 2 years	\$356.66
After 3 years	\$367.81
After 4 years	\$378.96
After 5 years	\$413.64

TELEMARKETING *

Less than 2 years	\$362.24
After 2 years	\$373.38
After 3 years	\$407.72

* SEE APPENDIX 1 (Commissions)

ADVERTISING ARTISTS

Less than 2 years	\$378.96
After 2 years	\$401.25
After 3 years	\$423.54
After 4 years	\$445.83
After 5 years	\$484.61

MESSENGERS, CLERKS, RECEPTIONISTS, CIRCULATION CUSTOMER SERVICE REPRESENTATIVES

Less than 2 years	\$312.08
After 2 years	\$334.38
After 3 years	\$356.66
After 4 years	\$389.98

CASHIERS, BOOKKEEPERS

Less than 2 years	\$362.24
After 2 years	\$378.96
After 3 years	\$395.68
After 4 years	\$412.40
After 5 years	\$449.12

DESK ASSISTANT/PAGINATOR

Less than 2 years	\$501.56
After 2 years	\$523.85
After 3 years	\$535.00
After 4 years	\$568.44
After 5 years	\$614.71

LIBRARIAN

Less than 2 years	\$373.38
After 2 years	\$384.53
After 3 years	\$395.68
After 4 years	\$431.38

REPORTERS, PHOTOGRAPHERS

Less than 2 years	\$445.83
After 2 years	\$462.55
After 3 years	\$479.27
After 4 years	\$495.99
After 5 years	\$537.83

3. In addition to the experience increases currently provided in Article XVIII (Minimum Salaries) employees shall receive an increase of 1% on their hourly rate effective on October 11, 2008 and .5% effective on April 11, 2009; but the weekly minimum salaries in Article XVIII shall remain unchanged.
4. John Brown, who currently occupies a bargaining unit position entitled “manager of information systems.” shall be treated as an over-the-scale employee and shall receive the percentage increase called for in paragraph numbered three (Article 19.3) above.
5. The per diem for professional sports reporters “on the road” shall be \$35.00.
6. Commission Only Representatives
 - A. The company may have three (3) commission-only sales representatives during the term of this Agreement.
 - (1) They will receive the same benefits and mileage this Agreement offers, with vacation and sick leave calculated at \$300 per week.
 - (2) There will be a three (3) month draw against commission.
 - a. Month one through month three, \$300 per week.
 - b. After three months, pay back begins. Commission-only sales reps shall not be required to pay back more than \$100 per month.
 - c. Commission-only reps will be responsible for paying back two (2) months of draw. The first month will be considered orientation training.
 - (3) Monthly commission will be 15% percent to be paid bi-weekly.
 - (4) Payments will be 15% or \$300 a week for the first 90 days, which ever is greater.
 - (5) All accounts will be turned over to a regular (salaried) ad rep after one year (12 months) of activity.
 - (6) Commission-only reps will have the opportunity to call on both retail and classified accounts.
 - (7) The commission-only reps will not be allowed to apply for any regular (salaried) ad rep position for twelve (12) months from start date.
 - B. Regular Reps will be allowed to:
 - (1) Place any target account at the start-up of the program on protected status if account name, address, phone number, name of the decision-maker and verification of a presentation made within the last 60 days are submitted to the Advertising Director

no later than after hiring the first commission-only sales rep. Target accounts will remain on protective status for 60 days.

- (2) On an ongoing basis, regular sales reps will be allowed to place an account on protective status for a period of 30 days if they present to the advertising Director a suitable sales presentation along with the name of the account, address, phone number and the name of the decision-maker; provided, a commission-only rep has not made a presentation to this account within the last thirty (30) days. After 30 days, the Advertising Director will determine if the account will remain on protective status.
- (3) Active advertisers will remain with their current sales rep as long as they remain active.
- (4) If any account remains inactive for 90 days, the account will be made available to the commission-only sales rep.
- (5) Any regular sales rep may apply for a commission-only position.

C. It is agreed the Company's use of commission-only sales reps shall not cause the layoff, discharge or replacement of any employee covered by this agreement.

7. Assignment of desk assistants' work to sports reporters:

In the event that a sports reporter is assigned to perform the work of a desk assistant (other than occasional work for a few minutes) the sports reporter will be paid at no less than the applicable desk assistants' rate for each hour of such work, except that over-the-scale sports reporters already paid more than the desk assistants' rate will not receive any additional pay.

The appropriate editors will be informed of this arrangement and will assign desk assistant work to sports reporters equitably but only on an as needed basis.

ARTICLE XIX GENERAL WAGE PROVISIONS

1. New or Changed Jobs.

- (a) When the Employer establishes a new job or materially changes the work content of an existing job, it may establish a new (or changed) hourly rate and/or incentive rate (as the case may be) and shall notify the Union accordingly. The new or changed rate shall be in line with the existing rate structure, with due consideration for all relevant factors.
- (b) In event of a substantial change in the content of any existing job, no claim or wage rate inequities nor any request for a reclassification on behalf of any employee shall be considered unless an existing job is materially altered so that, considering all relevant factors, it has been transformed into one with requirements more closely comparable to the requirements of a higher paid job classification. Similarly, no claim of wage rate inequity nor any request for a reclassification on behalf of any employee in a newly established job shall be considered unless, considering all relevant factors, the new job is more closely comparable to the requirements of a higher paid job classification.

- (c) In case of a new job, or a substantial change in the content of an existing job, at the highest classification, no claim or wage inequity on behalf of any employee shall be considered unless the new job is established, or the existing job materially altered, so that, considering all relevant factors, it is not includable in the highest classification or any lesser classification.

2. Experience. In the application of the foregoing schedules contained in Article XVIII to new employees, the Employer shall give such credit for comparable employment experience as, in the reasonable exercise of its judgment, it deems appropriate.

ARTICLE XX WORKING CONDITIONS

1. An employee may refuse to accept an assignment or job which is hazardous or is to be performed under hazardous conditions, or is unlawful. No employee shall be docked for work-time lost for exercising the aforesaid right to refuse an assignment or job.

2. The Employer agrees to provide a properly lighted, clean, properly ventilated and properly heated/air conditioned work area. The Employer shall ensure that the Employer's premises are in conformity with federal, state, and local health and safety laws and regulations.

3. The Employer will designate as "smoke free" all areas where Guild covered employees are assigned to work, including washrooms and all supervisory offices. No employee, manager or visitor will be permitted to smoke in those areas.

4. The Employer will supply seating and suitable trash receptacles in the designated basement smoking area as presently provided.

5. Professional sports beat writers will only be required to file their stories with the Times Herald.

6. The Guild shall designate at least one representative to participate in regularly held meetings, along with other non-unit employees, of the Company-wide Health and Safety Committee for hazard detection and accident prevention.

7. Outside Activities.

(a) Employees covered by this Agreement shall be permitted to engage in other activities, provided that such activities shall be:

- (i) outside the business hours of the Publisher
- (ii) do not interfere with an employee's work for the Publisher
- (iii) do not impair the credibility or integrity of the Publisher's business, and
- (iv) do not consist of services performed in competition with the Publisher's business.

(b) Employees shall provide the Publisher with notice of a desire to provide services for remuneration for any publication, broadcast media, cable or internet media, advertising media or public relations firm. The Publisher reserves the right to object to such activity based on the standards listed above.

(c) No employee shall, without written permission of the Publisher, exploit his/her connection with the Publisher in the course of permitted outside activity.

ARTICLE XXI EXPENSES AND EQUIPMENT

1. The Employer shall pay all authorized expenses incurred by employees in the bargaining unit while in the service of the Employer.
2. In the event an employee is authorized by the Employer to use his/her own automobile in the service of the Employer, effective on signing, the Employer shall compensate such employee at the rate of thirty cents (\$.30) per mile for every mile driven in the business of the Employer; thirty-one cents (\$.31) effective June 1, 2008; thirty-two cents (\$.32) upon the first anniversary of the contract (October 11, 2008); and thirty-three cents (\$.33) on January 1, 2009.
3. Digital Camera Equipment Usage. The Times Herald has made a substantial investment in electronic camera bodies, lenses and peripheral equipment and accessories. The Times Herald, at its sole discretion may provide this equipment to the Times Herald employees 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 employees 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 employees 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 7.1 of the Collective Bargaining Agreement between the parties, and subject to the provisions of Article 7.1.

4. Laptop Computer Equipment Usage. The Times Herald is making a substantial investment in sales personnel laptop computers. The Times Herald, at its sole discretion is providing this equipment for Times Herald business use only. Use of this equipment for non-newspaper/online business is strictly prohibited by Company policies.

The following outlines basic usage guidelines for this equipment.

This laptop computer is a delicate piece of equipment. At all times it should be handled with care. It should not be used around liquids, such as liquid cleaners or beverages. Care should be taken to avoid any spillage of any foreign items onto the keyboard or view screen. When the computer is not in use or transport, it should be stored in the supplied computer case.

While in the field laptops should never be left unattended. Due diligence must be exercised at all times in storing the laptop equipment in a secure location, out of sight, as for example, in the locked trunk of vehicle.

Laptops used in the field must not be exposed to inclement weather conditions. The best method of protection is to keep the laptop in the supplied computer bag. While transporting the laptop from a vehicle to the client's business location, it should be shielded from excessive cold, heat, rain and snow. Laptops should not be left in the vehicle at the end of the business day.

All employees assigned an Employer-issued laptop computer are obliged to report promptly signs of wear or damage to his/her supervisor, and, if a laptop is stolen, to notify immediately their supervisor and assist in filing a police report.

Failing to maintain the standards set forth herein may be "just and sufficient" cause for discipline under Article 7.1 of the Collective Bargaining Agreement between the parties, and may subject the employee to liability due to his or her negligence.

Upon receipt of an Employer-assigned laptop computer an employee will acknowledge that he or she has reviewed this Article XXI. Upon separation from The Times Herald all employees assigned an Employer-issued laptop computer are obliged to return the laptop computer and all accessories one day prior to their final separation.

ARTICLE XXII PROFESSIONAL INTEGRITY

1. An employee's byline or credit line shall not be used over his/her protest. Bylines or credit lines may not be withheld for purposes of concerted activity or withheld by an employee on a continual basis. In the event substantive changes are made in a reporter's story and it is not practicable to call such changes to his/her attention, the byline shall be taken off such story by the editor.

2. The Guild and the Employer agree that news stories and feature stories will be presented in accordance with sound journalistic practice without distortion of any facts. 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.

**ARTICLE XXIII
PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION**

1. The Employer agrees to provide legal guidance and assistance for any employee required to surrender or disclose information, notes, documents, or any other material to any authorized agent, tribunal or court for the production of said material.
2. Following such notification that the employee has been required to disclose information, the Employer's own legal counsel will be consulted, and if the employee follows such counsel's advice, the employee shall not suffer any loss of pay or other benefits and shall be made whole for any fines or damages resulting from any judgment or decision rendered by the tribunal requesting such disclosure. This Article applies solely to requirements to disclose information, notes, documents, or any other material.

**ARTICLE XXIV
STRUCK WORK**

1. During the term of this Agreement, neither the Guild nor the employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, boycott, or other concerted action interfering with the operation or business of the Employer.
2. An employee shall not be required to handle struck work or work destined for struck departments or shops.

**ARTICLE XXV
GENERAL PROVISIONS**

1. **Bulletin Boards.** The Employer agrees to provide bulletin boards suitably placed in all departments for the use of the Guild as presently provided.
2. **Jury Duty and Witness Appearance.** Any employee called to serve on a jury or to testify at a court proceeding shall receive regular weekly salary, minus any compensation received for such duty or appearance during periods of such service or appearance, except when the employee is an interested party in a case unrelated to his/her employment, or by any arbitration or court procedure brought against the Employer by an employee or the Guild. A night shift employee called for such service or appearance shall not be required to work on the day or days so spent.
3. **Voting Time.** If an employee's normal schedule of work is extended on Election Day so that it would hamper his/her ability to vote, the Employer agrees to allow such employee time off to vote.
4. **Life Insurance.** If an insured person dies, the amount of his or her Life Insurance (1 x base salary to a maximum of \$50,000) will be paid to the Beneficiary. It will be paid in a single sum unless a settlement option is chosen. The payment will be made immediately upon receipt of satisfactory proof of death. If any amount of a person's life insurance terminates, it may be possible to convert all or part to a conversion policy with no health examination.
5. **Accidental Death and Dismemberment Insurance.** If an insured person dies from an accidental injury an accidental death benefit (1 x base salary to a maximum of \$50,000) will be paid to the beneficiary. It will be paid in a single sum unless a settlement option is chosen.

If an insured person loses one or more limbs or his or her eyesight, the Accidental Dismemberment Benefit may be paid. It will be paid in a single sum to the person insured. The loss must occur within 90 days after the date of the accident causing the loss.

6. Health Care. Health care coverage for bargaining unit employees beginning the first of the month after 90 days of full-time continuous employment with the Company shall be provided under the Journal Register Company Group Health Plan through United Healthcare (the "Self-Insured Plan"), existing Aetna fully-insured plans (with adjustments in various doctor co-pays, in-patient and out-patient surgery deductibles, and pharmacy changes per memo to negotiating committee), or any other Health Plan the Company offers. Under this policy, the employee co-pays shall be 33% of the amount of the total premium which the Self-Insured Plan charges the Company (which may change from time to time) for the category of coverage selected; and the Company contributions will be 67%.

The same percentage co-pay and Company contributions shall apply for employees electing one of the existing Aetna fully-insured plans or other Health Care Plan, provided if the monthly premium for any of the Aetna fully-insured plans or other Health Care Plans exceeds the monthly premium for the Self-Insured Plan, the Company contributions to the monthly premium will not exceed 67% of the total premium of the Self-Insured Plan, with the difference paid by the employee.

The employee share of the premium for group health insurance can be made on a pre-tax basis through the Journal Register Company Section 125 Plan. Co-payments will be deducted from the employee's pay on a biweekly basis.

Notification of any change in the amount of the premiums the Plan or insurer charges the Company will be given to the Union no later than 45 days before the changes are to take effect, or three (3) days after the Company receives official notice, whichever is less.

ARTICLE XXVI DURATION AND RENEWAL

This Agreement shall commence on October 11, 2007 and shall expire on the 10th day of October, 2009. Within ninety (90) days prior to the expiration date, the Employer or the Guild may initiate negotiations for a new Agreement to succeed this Agreement; if such negotiations shall continue beyond the expiration date, it is agreed that the wages, hours and terms and conditions of employment in effect on the expiration date of this Agreement shall remain in full force and effect until lawfully terminated or modified as provided under the National Labor Relations Act, as amended, or until an agreement is reached.

Notwithstanding the foregoing provision for the invitation of negotiations within ninety (90) days of contract expiration, either party may request to begin early negotiations for a new agreement up to one-hundred-and-twenty (120) days prior to contract expiration.

IN WITNESS WHEREOF, the Guild and the Employer, by the duly authorized representatives, have executed this Agreement below.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Frank Santafede, Administrative Officer
Date: _____

Shelley Meenan, Publisher
Date: _____

Valerie Newitt, Unit Co-Chair
Date: _____

Stan Huskey, Editor
Date: _____

Linda Brady, Unit Co-Chair
Date: _____

Joe Zummo, Unit Secretary
Date: _____

Louise Dugan, Unit Treasurer
Date: _____

Tom Kerrane, Contract Committee
Date: _____

Mary Oswald, Contract Committee
Date: _____

**Memorandum of Agreement between The Times Herald and
the Newspaper Guild of Greater Philadelphia TNG Local 10/CWA Local 38010**

Upon signing of this new collective bargaining Agreement dated October 11, 2007 through October 10, 2009, all full time employees employed at the Norristown Times Herald newspaper shall receive a one-time bonus in the gross amount of \$365.00 (subject to taxes and other withholdings). Part time employees shall receive a pro rata portion of \$250.00.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Shelley Meenan
Publisher, The Times Herald

Date: _____

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Stan Huskey
Editor, The Times Herald

Date: _____

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

**APPENDIX 1
SALES COMMISSION PLANS**

Percentage is to monthly revenue goal.

Retail and Outside Classified	<u>Commission</u>
0 to 85%	0
85.1% to 90.99%	.5%
91 to 95.99%	1.0%
96% to 100.99%	1.5%
101% to 105.99%	2.5%
106% to 109.99	3.0%
110% to 114.99%	5.0% *
115% and above	10% **

* Of incremental revenue over 110% of goal only.

** Of incremental revenue over 115% of goal only.

Inside Classified Representatives earn the following Commissions:

<u>Revenue Sold</u>	<u>Rate</u>
0 to \$24,799	0%
\$24,800 - \$34,100	.30%
\$34,101 - \$40,300	.5%
\$40,301 - \$49,600	.75%
\$49,601 - \$55,800	1.0%
\$55,801 - \$69,999	1.25%
\$70,000 - and above	1.5%

Telemarketing (including Classified Telemarketer)

Based on revenue sold:

<u>Revenue Sold</u>	<u>Rate</u>
\$0 - \$7,500	0
\$7,501 to \$15,000	3.5 %
\$15,001 and above	4.5 %

If the individual Telemarketer reaches their goal, they will be paid 7 % on the incremental revenue above goal.

1. Telemarketers will make outbound calls as directed in addition to taking incoming sales calls. They shall receive commissions on all sales they make from outbound calls on the same basis as with sales from inbound calls.

ALTERNATE SALES INCENTIVE PLAN (ASIP)

100% Commission Sales Plan:

Draw plus commission (Average draw recommended at \$20,000 annually)

Outside Retail Reps:

Base Commission Plan:	12%
Attain print Goal:	2% Additional
Attain Print & Online Goal:	2% Additional
Attain 105% of Goal:	.5% Additional
Attain 110% of Goal:	1% Additional

Commission Plan Summary	Print Only	Print and Online
% to goal	12%	12%
Total % at goal	14%	16%
Total % at 105% of goal	14.50%	16.50%
Total at 110% of goal	15%	17%

Outside Classified Reps:

Base Commission Plan:	10%
Attain print Goal:	2% Additional
Attain Print & Online Goal:	2% Additional
Attain 105% of Goal:	.5% Additional
Attain 110% of Goal:	1% Additional

Commission Plan Summary	Print Only	Print and Online
% to goal	10%	10%
Total % at goal	12%	14%
Total % at 105% of goal	12.50%	14.50%
Total at 110% of goal	13%	15%

Sales reps will not have to “pay back” draw that is not covered.

Management may adjust draw every 30 days to the prior month’s sales if sales rep is not covering draw with sales. There will be no reduction in draw for the first 90 days.

Current reps may choose the ASIP when initially offered after the signing of this agreement or may remain on the current base salary and commission plan. Current reps may change from one plan to the other six months later, but thereafter, no other changes will be allowed.

New employees may select the ASIP when initially hired or the current base salary and commission plan, but new employees may not change from one to the other within the first 90 days. No subsequent changes will be allowed.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

Shelley Meenan
Publisher, The Times Herald

Date: _____

Stan Huskey
Editor, The Times Herald

Date: _____

**Memorandum of Agreement between The Times Herald and
the Newspaper Guild of Greater Philadelphia TNG Local 10/CWA Local 38010**

During the negotiations between the parties for the Collective Bargaining Agreement between The Times Herald and the Newspaper Guild of Greater Philadelphia effective October 11, 2007 through October 10, 2009, the subject of the consolidation of business department services at The Times Herald was discussed.

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

- 1) Positions in the business services are subject to consolidation elsewhere. If this results in a reduction in force, such reductions shall be handled as provided for at Section 2 of Article VII (Job Security) of this Agreement subject to the further clarification below. Severance pay shall be made in accordance with Article VIII of this Agreement.
- 2) The Employer expects that the potential reduction in force as a result of the contemplated consolidation of business services may impact current positions in the classifications of “Cashiers, Bookkeepers” and “Manager of Information Services”. Prior to a reduction in force as a result of the consolidation in business services, the Employer shall cancel the current assignment of a CWA employee to the receptionist position, pursuant to Side Letter “B” to the Agreement dated November 27, 2006. The receptionist position shall then be a vacant position, to be filled in accordance with Article X. However, to minimize the impact of the potential reduction in force in this situation, the Employer agrees to offer the vacant receptionist position to impacted unit employees in the “Cashiers, Bookkeepers” and “Manager of Information Services” classifications in order of seniority, provided the employee is qualified for the receptionist position, before accepting applications “from other sources” under Article X. An employee transferred from one of these classifications to fill the vacant receptionist position in this case will receive the wage rate they had in the job from which they were transferred.
- 3) The parties also agree that as of the date of the Agreement, the following Guild represented employees were in “Cashiers, Bookkeepers” or “Manager of Information Services” positions, with latest hire dates, as follows:

NAME	JOB CLASSIFICATION	DATE OF HIRE
Louise Dugan	Cashier	10/19/87
Shannon Stott	Bookkeeper	09/18/04
John Brown	Manager Information Services	05/04/95

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

Shelley Meenan
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**Memorandum of Agreement between The Times Herald and
the Newspaper Guild of Greater Philadelphia TNG Local 10/CWA Local 38010**

During the negotiations between the parties for the Collective Bargaining Agreement between The Times Herald and the Newspaper Guild of Greater Philadelphia effective October 11, 2007 through October 10, 2009, the new exempt position of On Line Editor for The Times Herald was discussed.

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

The position of On Line Editor will have the following duties and responsibilities:

- supervising reporters and photographers
- input in hiring, assigning and evaluating reporters on the content they produce for the web.
- Management and direction of every aspect of The Times Herald online product.

For The Newspaper Guild of Greater Philadelphia TNG/CWA Local 38010 For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Date: _____

Shelley Meenan
Publisher, The Times Herald

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Date: _____

Stan Huskey
Editor, The Times Herald

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

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.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Shelley Meenan
Publisher, The Times Herald

Date: _____

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Stan Huskey
Editor, The Times Herald

Date: _____

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

Joint Labor Management Committee

The parties will develop a Joint Labor Management Committee that will meet to discuss future changes in sales incentives for Classified inside sales representatives.

Pending mutual agreement on such changes, there will be no changes in the sales incentive contract provisions for Classified inside sales representatives.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Shelley Meenan
Publisher, The Times Herald

Date: _____

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Stan Huskey
Editor, The Times Herald

Date: _____

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

**Memorandum of Agreement between The Times Herald and
the Newspaper Guild of Greater Philadelphia TNG Local 10/CWA Local 38010**

During the negotiations between the parties for the Collective Bargaining Agreement between The Times Herald and the Newspaper Guild of Greater Philadelphia effective October 11, 2007 through October 10, 2009, the issue of payment dates for sales incentives was discussed.

As a result of those discussions the parties agreed to memorialize the following. Sales Incentives paid on a monthly basis to ad sales reps will continue to be paid as in the past with the following exceptions:

2008 Commission Pay Date Changes

5/16/2008
6/13/2008
7/15/2008
9/15/2008

2009 Commission Pay Date Changes

5/15/2009
8/14/2009
9/14/2009
11/13/2009

2010 Commission Pay Date Changes

5/14/2010
8/13/2010
9/13/2010

For The Newspaper Guild of Greater Philadelphia For The Times Herald Publishing Co., LLC.
TNG/CWA Local 38010

Valerie Newitt
Unit Co-Chair, Norristown

Date: _____

Shelley Meenan
Publisher, The Times Herald

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Date: _____

Stan Huskey
Editor, The Times Herald

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

SIDE LETTER "A"

November 27, 2006

Ms. Melissa M. Nelson
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear. Ms. Nelson:

With respect to the Classified Advertising Outbound Call experiment, the parties agree to the following. On an experimental basis, in order to secure additional advertising revenues and earnings opportunities without sacrificing service to inbound customers, classified ad takers will make outbound calls from prospect lists provided by the Company, when not occupied with inbound calls and work related to inbound sales.

In addition, uniform goals will be set monthly by the Company to incentivize an increase in year to year sales of inbound sales and outbound sales. Payout for the incentive shall be based on sales (both inbound and outbound) in excess of the monthly goals.

For example:

Percent of Goal:
100.1% to 105%
Over 105%

Payout: (for sales in excess of goal)
2.5%
3.5%

s/s: Melissa Nelson, Local Representative
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
Date: 11/27/06

s/s: Michael Duffy, Publisher
Times Herald Publishing Co., LLC.
Date: 11/27/06

Witnessed by:
s/s Valerie Newitt, Unit Chair
Date: 11/27/06

Witnessed by:
s/s Stan Huskey, Editor
Date: 11/27/06

This side letter is renewed with the signing of the contract effective October 11, 2007 through October 10, 2009.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Shelley Meenan
Publisher, The Times Herald

Date: _____

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Date: _____

Stan Huskey
Editor, The Times Herald

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

SIDE LETTER “B”

November 27, 2006

Ms. Melissa M. Nelson
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear. Ms. Nelson:

Employees in the collective bargaining unit at The Times Herald represented by the ITU/CWA, Local 14199, whose names are set forth on the job guarantee list in their collective bargaining agreement and below, may be assigned to perform work in the Guild jurisdiction that, with additional training or instruction, complements their skills, provided no employee covered by the Guild agreement shall be discharged, laid off or transferred as a result of such assignment or adversely effected in scheduling of days off or vacations.

Employees so assigned shall maintain membership and all benefits from his/her pre-existing union affiliation, but the right of exclusive representation with respect to the type of work performed within the Guild jurisdiction shall remain with the Guild; and the Guild’s jurisdiction as defined in the agreement shall not be altered by this arrangement.

ITU/CWA, Local 14199 Lifetime Job Guarantee List:

NAME:	DATE OF HIRE:
Robert Donovan	6/21/1954
Robert Johns	9/10/1957
Frank Johns	6/18/1962
Gary Mengle	6/15/1965
Anthony Petaccio	11/2/1953
Joann Hector	5/15/1970
Dick Renniger	10/9/1972
Robert Epps	7/17/1970

s/s: Melissa Nelson, Local Representative
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
Date: 11/27/06

s/s: Michael Duffy, Publisher
Times Herald Publishing Co., LLC.
Date: 11/27/06

Witnessed by:
s/s: Valerie Newitt, Unit Chair
Date: 11/27/06

Witnessed by:
s/s: Stan Huskey, Editor
Date: 11/27/06

This side letter is renewed with the signing of the contract effective October 11, 2007 through October 10, 2009.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Date: _____

Shelley Meenan
Publisher, The Times Herald

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Date: _____

Stan Huskey
Editor, The Times Herald

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

SIDE LETTER “C”

November 27, 2006

Ms. Melissa M. Nelson
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear. Ms. Nelson:

This letter is a restatement of side letter “A” dated March 25, 1999 from the collective bargaining agreement between Times Herald Publishing, LLC. and the Newspaper Guild/CWA of Greater Philadelphia in effect from October 10, 2003 through October 10, 2006.

With respect to Article XX (Working Conditions), subsection 7 (Outside Activities), the parties agreed to grandfather the current activities of John Brown relative to the delivery of the Philadelphia Inquirer.

s/s: Melissa Nelson, Local Representative
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
Date: 11/27/06

s/s: Michael Duffy, Publisher
Times Herald Publishing Co., LLC.
Date: 11/27/06

Witnessed by:
s/s: Valerie Newitt, Unit Chair
Date: 11/27/06

Witnessed by:
s/s: Stan Huskey, Editor
Date: 11/27/06

This side letter is renewed with the signing of the contract effective October 11, 2007 through October 10, 2009.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Shelley Meenan
Publisher, The Times Herald

Date: _____

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Stan Huskey
Editor, The Times Herald

Date: _____

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

SIDE LETTER “D”

November 27, 2006

Ms. Melissa M. Nelson
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear. Ms. Nelson:

This letter is a restatement of side letter “C” dated March 25, 1999 from the collective bargaining agreement between Times Herald Publishing, LLC. and the Newspaper Guild/CWA of Greater Philadelphia in effect from October 10, 2003 through October 10, 2006.

This side letter is a reaffirmation of certain mutual understandings agreed to during the current round of bargaining that are relevant to this agreement.

The following will confirm certain mutual understandings exchanged in the course of collective bargaining:

1. The past practice with respect to employees being excused early the day before Christmas and New Year’s shall be continued.
2. The Company will offer Long Term Disability Insurance paid for at the employee’s expense subject to the requisite conditions of the insurance provider.
3. The reference to “monthly revenue goal” in the provisions for retail and outside classified commission plans in Appendix 1 of this Agreement means the monthly goal to be established for retail and outside salespersons by the Publisher.

s/s: Melissa Nelson, Local Representative
The Newspaper Guild/CWA of Greater Philadelphia
Local 38010
Date: 11/27/06

s/s: Michael Duffy, Publisher
Times Herald Publishing Co., LLC.
Date: 11/27/06

Witnessed by:
s/s: Valerie Newitt, Unit Chair
Date: 11/27/06

Witnessed by:
s/s: Stan Huskey, Editor
Date: 11/27/06

This side letter is renewed with the signing of the contract effective October 11, 2007 through October 10, 2009.

For The Newspaper Guild of Greater Philadelphia
TNG/CWA Local 38010

For The Times Herald Publishing Co., LLC.

Valerie Newitt
Unit Co-Chair, Norristown

Date: _____

Shelley Meenan
Publisher, The Times Herald

Date: _____

Linda Brady
Unit Co-Chair, Norristown

Date: _____

Stan Huskey
Editor, The Times Herald

Date: _____

Frank Santafede
Administrative Officer, Local 10

Date: _____

2008 TIMES HERALD UNIT OFFICERS

Co-Chair Valerie Newitt
Co-Chair Linda Brady
Treasurer Louise Dugan
Secretary Joseph Zummo

2008 LOCAL OFFICERS

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

GUILD STAFF

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

2007
BARGAINING
COMMITTEE

Valerie Newitt
Linda Brady
Tom Kerrane
Mary Oswald

Melissa Nelson
TNG-CWA