

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

ARTICLE 23 - SEVERANCE PAY

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

<u>Employed More Than:</u>	<u>And Less Than:</u>	<u>Amount:</u>
A total of 6 months	1 year	2 weeks' pay
1 year	1 ½ years	3 weeks' pay
1 ½ years	2 years	4 week's pay
2 years	2 ½ years	5 weeks' pay
2 ½ years	3 years	6 weeks' pay
3 years	3 ½ years	7 weeks' pay
3 ½ years	4 years	8 weeks' pay
4 years	4 ½ years	9 weeks' pay
4 ½ years	5 years	10 weeks' pay
5 years	5 ½ years	11 weeks' pay
5 ½ years	6 years	14 weeks' pay
6 years	6 ½ years	15 weeks' pay
6 ½ years	7 years	17 weeks' pay

7 years	7 ½ years	18 weeks' pay
7 ½ years	8 years	19 weeks' pay
8 years	8 ½ years	20 weeks' pay
8 ½ years	9 years	21 weeks' pay
9 years	9 ½ years	23 weeks' pay
9 ½ years	10 years	25 weeks' pay
10 years	10 ½ years	26 weeks' pay
10 ½ years	11 years	28 weeks' pay
11 years	11 ½ years	29 weeks' pay
11 ½ years	12 years	30 weeks' pay
12 years	12 ½ years	31 weeks' pay
12 ½ years	13 years	32 weeks' pay
13 years	13 ½ years	33 weeks' pay
13 ½ years	14 years	34 weeks' pay
14 years	14 ½ years	35 weeks' pay
14 ½ years	15 years	36 week's pay
15 years	15 ½ years	37 weeks' pay
15 ½ years	16 years	38 weeks' pay
16 years	16 ½ years	39 weeks' pay
16 ½ years or more		40 weeks' pay

23.2 Employees shall give two weeks' notice before resigning.

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

23.4 In addition to Article 23.1, employees shall be eligible for severance from the Employer only in the event of an involuntary layoff or termination without cause. If an employee is discharged

for cause or voluntarily resigns he/she is not eligible to receive severance pay. Eligible employees shall be entitled to receive severance pay from the Employer, in the amount of two (2) weeks of their regular rate of pay at termination for every year of service, up to a maximum of twenty (20) weeks and the Employer shall pay COBRA (if the employee elects coverage) costs for the same period. For the purposes of severance pay (and COBRA payments) from the Employer, all employees shall be deemed new hires as of October 9, 2010.

ARTICLE 24 - **HEALTH AND WELFARE FUND**

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

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

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

24.4 Additionally, the Employer will contribute One Million Dollars (\$1,000,000) to the Guild Health & Welfare Fund for each year of this Agreement, a total of Two Million Dollars (\$2,000,000) additional contributions to the Fund. The contributions will be made in equal monthly installments. The Employer will also make a one-time Four Hundred Thirty Five Thousand Dollar (\$435,000) lump-sum contribution to the Fund, payable within fifteen (15) days of ratification.

ARTICLE 25 - **401(K)**

Eligible full-time and part-time employees, as defined in the governing plan documents, covered by the initial contract between PN Purchaser Co., LLC and the Newspaper Guild/CWA Local 38010, shall be permitted to participate in the Employer's 401(k) Plan as permitted in the Plan document and under the same terms as the Employer's non-represented employees; provided, however, that the Employer, at a minimum, agrees to match 50% of the employee's contribution up to a maximum Employer match of 3%.

ARTICLE 26 - **JOB POSTING AND BIDDING**

26.1 The Employer shall take the following steps:

(a) The Employer will post on all Guild bulletin boards for ten (10) days, notices of all Guild job vacancies. An employee desiring to fill a vacancy shall submit written application during the ten day posting. The Guild will be notified in writing of the Guild vacancies.

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

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

transfer of any regular full-time employee.

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

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

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

If the employee successfully completes the trial period, he/she shall be confirmed in the classification to which advanced. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification. If the employee returns to the classification previously held by his/her choice, or failing to qualify for the promotion, any other employee promoted as a result of the employee's trial period may be restored to his/her classification and rate of pay. Any employee affected by this provision would be made aware in writing of its terms at the time of advancement.

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

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

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

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

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

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

ARTICLE 27 - SECURITY

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

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

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

Notwithstanding the provisions of this Article, the Employer may discharge an employee immediately upon giving to the Guild and to the employee written notice of the dismissal and of the reason therefore, accompanied by a payment to the employee of two weeks' salary in lieu of the two weeks' notice in any case in which the cause for the discharge is the employee's proven financial dishonesty of a substantial nature, or the employee's use of physical violence (in that portion of the Inquirer buildings devoted to the publishing of the Inquirer or Daily News), upon another employee or person having business relations with Employer.

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

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

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

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

also send to the Guild any formal letter of commendation issued to any employee covered by this Agreement.

ARTICLE 28 - REDUCTION IN FORCE

The Employer must give the Guild a written notice, at least thirty (30) days in advance, if practicable, but not less than fifteen (15) days, of its intention to lay off employees, and shall, during the period before the layoff becomes effective, meet and discuss with the Guild the effects of the proposed layoff. The Employer shall make every reasonable effort to retain employees. These efforts shall include transferring employees with longer seniority to a classification containing a position which the employee previously held where, in the **reasonable** judgment of the Employer, the employee can perform as required.

In the event that the Employer determines to lay off employees, the Employer will prepare a list of employees in the affected job classification(s) and rank such affected employees in the order of their seniority of employment with the Employer, as defined in Article 28.3. The Employer will proceed with layoffs in inverse seniority order, with the following exception: The Employer may, in its sole discretion, exempt up to twenty-five percent (25%) of employees in each of the affected job classification(s) from layoff for any reason that the Employer deems essential to its operations; provided that, in all work areas of less than four employees, the Employer may exempt two employees in said affected work area from layoff for any reason that the Employer deems essential to its operations. Substitute resignations by longer-term employees in the affected area will be given consideration by the Employer in lieu of employees otherwise slated for layoff and, if acceptable to the Employer, such substitute employees voluntarily resigning shall be deemed eligible employees for purposes of severance.

28.2 The job titles listed below are each a classification for purposes of Article 28.3 through 28.9:

1. Reporters
2. Artists (Editorial Department)
3. Photographers
4. Copy Editors/Desk Assistants (including News Editors, Photo Editors and Assigning Editors)
5. Cartoonists
6. Editorial Writers
7. Outside Advertising Salespersons
8. Make-Up Persons
9. Inside Telephone Sales Representatives
10. Advertising Account Planners
11. Artists and Graphic Artists (Art Department)
12. Copywriter
13. Promotion Assistant
14. Communications Design Specialist
15. School Circulation Representative
16. Office Help
17. Stockroom and Receiving Clerk
18. Mail Desk Clerk

19. Circulation General Office Clerks
20. Advertising General Office Clerks
21. Promotion Clerks
22. Circulation Customer Service Representatives
23. Purchasing Clerks
24. Tearsheet Clerks
25. Editorial Assistants
26. Secretaries
27. Accounting Clerks
28. Transportation Cashiers
29. Digital Billing Specialist
30. Collectors
31. Data Control Supervisor
32. Advertising Clerks
33. Circulation Galley Clerks
34. Advertising Systems Billing Clerks
35. Advertising Service Representatives (ASRs)
36. Accountant
37. Internal Auditors
38. Advertising Technology Coordinator
39. Rate Administrator
40. Commission Sales Representatives

28.3 Seniority shall be measured on the basis of total continuous service with the company, its affiliates and its predecessor entities.

28.4 Whenever practical (i.e. wherever there would be no significant difference in cost or efficiency of operations) part-time workers will be eliminated before the dismissal of full-timers in their classification.

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

28.6 If an employee is displaced to a different classification, the employee's rate of pay in the new classification will be based on current rates applicable to that classification, except the adjustment shall not exceed two adjacent job groups (Groups I through XV) in Article 11 of this Agreement. If the job is not included in the Groups I through XV structure, the adjustment shall not be greater than 10%, higher or lower, than the employee's current minimum. In cases where the employee's adjusted rate of pay exceeds the contract minimum for that classification, such

employee's rate of pay will not be increased until his/her rate is commensurate with the minimum for that classification. In cases where the employee's adjusted rate of pay is less than the contract minimum for the classification, the employee's rate will be raised to the minimum of the new classification, effective two (2) years from the date of displacement.

28.7 The Employer will review diversity hiring practices.

ARTICLE 29 – **PART-TIME AND TEMPORARY EMPLOYEES**

29.1 Part-time employees are subject to all terms of this Agreement. Their wages and benefits shall be computed on a pro-rata basis in proportion to time worked. Part-time employees will not be entitled to experience increases, subsequent to hiring, under Article 11 until they have actually worked for the Employer a total number of days or hours equaling the period established for full-time employees.

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

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

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

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

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

29.5 In case of unusual circumstances, temporary employees in other than the Editorial Departments may be employed who shall be subject to all provisions of this Agreement, except Articles covering Health and Welfare Fund, Job Posting and Bidding; Vacations; Paid Sick Leave; Security; and Leave for United States Service. These employees shall not do work previously and normally done by regular employees, and the term of such employee may not exceed three (3)

months in any twelve-month period. In the New Ventures Department, if temporary employees are utilized for six (6) months or longer, except where such duration is permitted by the contract, the Employer will notify and discuss the matter with the Guild. Any New Ventures Department temporary employee working longer than six (6) months, except where such duration is permitted under the contract, will be entitled to severance pay pursuant to Article 23.

29.6 Regardless of any other seemingly conflicting provision of this Agreement, when an employee who has been absent because of illness or maternity leave returns to work, any other employee hired because of the first employee's absence may be dismissed by the Employer. Any employee transferred to a different position because of the first employee's absence may be returned to his/her former position, and to his/her former rate of pay, or the scale then applicable to the former position if that then is higher than his/her former pay. The Guild and the employee affected by this section shall be notified in writing of its existence and of the nature of the substitution at the time of hiring or transfer, as they case may be.

ARTICLE 30 - LEAVE OF ABSENCE

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

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

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

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

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

30.6 Union Leave: Leaves of absence will be permitted to employees, not to exceed two (2) from any one department or any more than five (5) at one time, who are elected or appointed to fulltime positions with the Local Guild, The Newspaper Guild or the AFL-CIO. Leaves of absence, subject

to the Article 30.2 shall be granted to delegates attending the annual convention or special meeting of the Newspaper Guild.

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

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

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

ARTICLE 31 - LEAVE FOR UNITED STATES SERVICE

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

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

writing, at the time of his/her hiring or transfer, as the case may be, of the fact that his/her employment or transfer is subject to the provisions of this subsection (b) and of the name of the absent employee for whom he is substituting.

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

ARTICLE 32 - HEALTH AND SAFETY

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

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

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

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

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

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

(3) A lead apron will be provided at the request of a pregnant employee regularly assigned

to the operation of a VDT or other successor equipment which perform the same functions as the video display terminal for a substantial portion of her working hours.

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

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

ARTICLE 33 - NO STRIKE/NO LOCKOUT

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

ARTICLE 34 - TRANSFERS

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

ARTICLE 35 - EMPLOYEE INTEGRITY AND PRIVILEGE AGAINST DISCLOSURE

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

The Guild and Employer agree that news stories and feature articles will be presented in accordance with sound journalistic practice without distortion of any facts, without malice, and without creating false impressions. If a question arises as to the accuracy of the printed material, the employee concerned will be consulted prior to any retraction of the material involved.

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

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

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

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

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

ARTICLE 36 - OUTSIDE WORK

An employee may engage in outside work provided it does not interfere with his/her work for the Employer and provided that such work is not in the service of another news organization whose primary readership and/or marketing audience is in competition with the Employer. Under no circumstances shall an employee use his/her connection with the Employer to exploit his/her outside work. Any employee taking on such outside work shall obtain written approval from his/her Department Head in advance.

ARTICLE 37 - BULLETIN BOARDS

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

ARTICLE 38 – SYNDICATION

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

ARTICLE 39 – GRIEVANCE PROCEDURE

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

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

ARTICLE 40 – ARBITRATION

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

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

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

ARTICLE 41 – SENIORITY

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

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

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

ARTICLE 42 - **ADVERTISING SALES EMPLOYEES**

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

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

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

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

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

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

- c. At the end of each period (a period is defined as a financial month) The Employer will provide the Guild with a report that indicates accounts handled by commission reps that have gone over 3400,000 or exceeded the cap in that period. The report will include account name, account number, sales representative's name and net billing for the period.
- d. It is understood that there will be, at the most, a one (1) month period between the period in which the account exceeds the cap and the period in which the account must be transferred. For example: if the ABC Company's net billing exceeds the cap in Period 6, the ABC Company account will be reported mid-Period 7 and must be transferred from a commission rep to a salaried rep to later than the beginning of Period 9. It is further understood that the Employer is not required to wait the aforementioned period before transferring the account to a salaried sales rep.
- e. No commission rate shall be less than six percent (6%) on accounts older than three years, with the exception of immigration accounts, for which the commission rate shall not be less than five percent (5%).

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

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

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

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

- count towards the 10% transfer limit, so that a salaried sales representative would not be precluded from applying for a buyout due to that 10% transfer limit.
- c. The \$350,000 limit in the preceding paragraph will increase annually by the same dollar amount as the annual increase to the \$500,000 commission cap set forth in Article 42.5 above. For illustrative purposes only, and referring to the example in Article 42.5, since the \$500,000 commission sales cap example would increase by \$17,500, the \$350,000 transfer limit would also increase by \$16,500.
 - d. At the beginning of each financial year, the Employer will provide the Guild with the list of accounts handled by salaried sales representatives that achieved net billing between \$100,000 and the commission cap in the prior financial year. This is the list the Employer will use to calculate the 10% restriction.
 - e. The Employer will also provide the Guild with a list of accounts handled by salaried sales representatives that achieved net billing between \$100,000 and the transfer limit in the prior financial year. This list of accounts from the prior year will form the universe of accounts in excess of \$100,000 that are subject to the 10% restriction on transfer(s) from salaried sales representatives to commission sales representatives for the current year.
 - f. Nothing in this Article 42 limits or changes the Employer's right to transfer accounts under \$100,000 from salaried to commission sales representatives.
 - g. Nothing in this Article 42 limits or changes the Employer's right to transfer accounts from one commission sales representative to another commission representative or from one salaried sales representative to another salaried sales representative.
 - h. Following the end of each period the Employer will provide the Guild, in addition to information currently provided, a list of accounts between \$100,000 and the commission cap that were transferred during that period from salaried sales representatives to commission sales representatives.

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

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

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

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

sales representative into a commission sales position. These transfers will not under any circumstance be subject to the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

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

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

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

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

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

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

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

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

42.16 The Employer shall notify the Guild forty-five (45) days in advance when it creates any new position in the Advertising Department that the Employer determines should be excluded from the bargaining unit based on the Employer's reasonable belief that the position is a managerial, supervisory or confidential exclusion under the National Labor Relations Act. The forty-five (45)

day notice to the Guild will include the job title and job description. In the event the Guild disagrees with the Employer that the position qualifies as a statutory exclusion under the National Labor Relations Act, the dispute shall be resolved through the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

ARTICLE 43 - **JOINT SUSTAINABILITY COMMITTEE**

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

ARTICLE 44 - **MANAGEMENT RIGHTS**

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

ARTICLE 45 - **SEPARABILITY**

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

ARTICLE 46 - **PROFIT SHARING PLAN**

Eligible employees (as determined in accordance with the provisions stated herein) shall participate in a profit-sharing plan. Benefits payable under the profit sharing program shall be determined by taking into account the Employer's annual net income, as determined by the Employer's independent accounting firm in accordance with generally accepted accounting principles. Employer's annual net income shall be adjusted for, and shall not include, non-cash items (income /expenses) that are reasonably determined by the Employer to be extraordinary or non-recurring.

The profit-sharing pool which will be distributed shall be equal to 25% of the Employer's annual net income before the profit-sharing pool expense, as adjusted. Profit sharing payments will be made within 30 days after the Employer's audited annual financial statements are finalized. To be eligible to receive benefits under the profit sharing program for a given year, Employees must: (i) be actively employed as of December 31st; (ii) be actively employed as of the payment date (unless terminated after December 31st without cause or due to death or disability); and (iii) have worked at least 500 actual hours (including hours for time off with pay) during the year.

Distribution of the profit-sharing pool will be split evenly, on a per capita basis, among all union and nonunion employees of Employer except that (i) full-time employees who begin active employment after January 1st and (ii) part-time employees will receive a reduced pro-rata share based upon the ratio of (a) the number of actual hours (including hours for time off with pay) worked by the employee during the year over (b) the annual full time hours for the applicable employee.

Payments under the profit sharing plan are not eligible compensation under any other employee pension or welfare benefit programs of the Employer and are not deferrable to a 401(k) plan sponsored by the Employer. All payments under the profit sharing plan are subject to applicable Federal/State income tax withholdings.

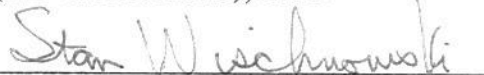
ARTICLE 47 - DURATION

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

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

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

**FOR PHILADELPHIA MEDIA NETWORK
(NEWSPAPERS), LLC**



By: Stan Wischnowski
Vice President, News Operations

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



By: William Ross, Executive Director

Side Letter No. 1

July 7, 2015

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

Dear Bill:

It is agreed that as part of this Agreement, the Employer shall have the right to offer a reduced work week program (4 day work week). Employees will remain on a reduced work week schedule for the term of this Agreement.

Employee may return to full time status before the end of that period if a full-time position for which he/she qualifies becomes available.

Sincerely,



Stan Wischnowski
Vice President, News Operations

ACCEPTED AND AGREED:



William Ross, Executive Director
Newspaper Guild /CWA Local 38010
July 7, 2015

Side Letter No. 2

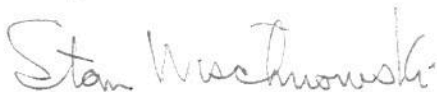
July 7, 2015

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

Dear Bill:

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

Sincerely,



Stan Wischnowski
Vice President, News Operations

ACCEPTED AND AGREED:



William Ross, Executive Director
Newspaper Guild /CWA Local 38010
July 7, 2015

Side Letter No. 3

Keith Black
Vice President/Human Resources
Philadelphia Media Network
801 Market Street
Philadelphia, PA 19108

Dear Keith:

It is agreed that as part of this Agreement, the Philadelphia Media Network (Employer) acknowledges that the Finance Department's Guild Internal Auditors will be recognized under Article 3 – To Whom Applicable and all provisions set forth in this Agreement will apply to all present and future employees of this job classification.

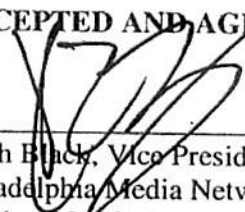
It is agreed that as part of this Agreement, the Newspaper Guild recognizes the Employer's elimination of the Group 7 Newsprint Clerk job classification. This recognition does not alter the position that the Newspaper Guild has set forth in the pending Returns Room Arbitration TNG-CWA Local 38010 v. Interstate General Media – Case 01-15-0002-8467.

Both Philadelphia Media Network and the Newspaper Guild agree that the final placement of the Internal Auditors into Article 11 – Minimum wages will be as set forth per the pending Arbitration Award indicated above.

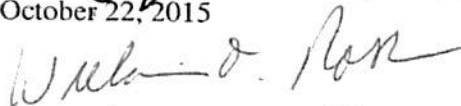
Sincerely,

William Ross
Executive Director – Newspaper Guild

ACCEPTED AND AGREED:



Keith Black, Vice President/ Human Resources
Philadelphia Media Network (Newspapers) LLC
October 22, 2015


October 22, 2015